IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re ALLONHILL, LLC,[1] Debtor.	Chapter 11 Case No. 14-10663 (KG) **Related D.I.: 551**

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE DEBTOR'S THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION

PLEASE TAKE NOTICE that the above-captioned debtor and debtor in possession (the "**Debtor**") hereby files the plan supplement (the "**Plan Supplement**"), in support of the *Third Amended Chapter 11 Plan of Reorganization for Allonhill, LLC* [D.I. 551] (as amended or modified from time to time, the "**Plan**")[2], filed in this chapter 11 case on November 5, 2015.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time:

- Exhibit A – Estimate of Excess Cash
- Exhibit B – Reorganized Allonhill Articles of Organization (New Governance Documents)
- Exhibit C – Reorganized Allonhill, LLC Agreement (New Governance Documents)
- Exhibit D – Notice of Intention to Terminate Disbursement Account
- Exhibit E – Reorganized Debtor Withdrawal Notice
- Exhibit F – Notice of Termination of Disbursement Account
- Exhibit G –Schedule of Executory Contracts

[1] The last four digits of the Debtor's tax identification number are (XX-XXX8464). The address of the Debtor's corporate headquarters is 1200 17th Street, Suite 880, Denver, Colorado 80202.
[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

- Exhibit H – Schedule of Retained Causes of action
- Exhibit I – Acknowledgement Agreement

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to and part of the Plan and, if the Plan is confirmed, the documents in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Documents contained in the Plan Supplement are drafts and the Debtor reserves the right, subject to the terms and conditions set forth in the Plan, to add additional documents to the Plan Supplement or to alter, amend, modify, or supplement any document in the Plan Supplement; provided that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtor will file a blackline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing is currently scheduled for **December 17, 2015, at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Kevin Gross, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that objections, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Court, together with a proof of service, and served, so as to be actually received before **December 8, 2015 at 4:00 p.m. (Eastern Time)**, upon the Court,

counsel for the Debtor, the U.S. Trustee, and all entities which have filed a written request for notice with the Court pursuant to Bankruptcy Rule 2002. In the event one or more objections to confirmation of the Plan are filed, the Debtor may file a single, omnibus reply to such objections before **December 11, 2015 at 4:00 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that the Plan, the Disclosure Statement, the Plan Supplement, as well as further information regarding these chapter 11 cases are available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge on the Debtor's restructuring website at http://www.upshotservices.com/allonhill.

[signature page follows]

Dated: December 7, 2015
Wilmington, Delaware

BAYARD, P.A.

/s/ Evan T. Miller

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Counsel to the Debtor and Debtor in Possession

EXHIBIT A

ESTIMATE OF EXCESS CASH & WITHHELD EXCESS CASH

As of the effective date of the Plan of Reorganization of Allonhill, LLC, the Debtor estimates that there will be $0 Excess Cash and $0 Withheld Excess Cash.

EXHIBIT B

Articles of Organization (Limited Liability Company)

Fee: $50.00

Statutory references: 7-90-301 et seq. and 7-80-209, CRS

Your document will be available to the public.

Entity name: Reorganized Allonhill, LLC

Principal office address

Street Address

Address: 1:	1207 17th Street, Suite 880
Address 2:	
City:	Denver
State:	Colorado
Zip/Postal Code:	81435
Province:	
Country	United States of America

Mailing Address *(only enter a mailing address if it is different than the street address)*

Address: 1:	
Address 2:	
City:	
State:	
Zip/Postal Code:	
Province:	
Country	

The registered agent name and registered agent address of the entity's registered agent are

Name *	Last Name	First Name	Middle Name	Suffix
(If an individual)				

— **OR** —

(If an entity) Corporation Services Company

(Caution: Do not provide both an individual and an entity name.)

Street Address

Address: 1:	2711 Centerville Road
Address 2:	Suite 440
City:	Wilmington
State:	Delaware
Zip/Postal Code:	19808

Mailing Address *(only enter a mailing address if it is different than the street address)*

Address: 1:	*
Address 2:	
City:	*
State:	CO
Zip/Postal Code:	*

(Caution: The registered agent MUST consent to being appointed as the registered agent.}
(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

The true name and mailing address of the person forming the limited liability company are:

Name *	Last Name	First Name	Middle Name	Suffix
(If an individual)				

OR

(If an entity) Allonhill, LLC, as debtor in possession

(Caution: Do not provide both an individual and an entity name.)

Address: 1:	1207 17th Street
Address 2:	Suite 880
City:	Denver
State:	Colorado
Zip/Postal Code:	80202
Province:	
Country:	United States of America

(If "Yes" is selected, include an attachment with the appropriate information.)

The limited liability company has one or more additional persons forming the limited liability company and the name and Yes

mailing address of each such person are stated in an attachment. ● No

Management

Who manages the limited liability company?

X - Managers – One or more persons hired or chosen by the members to make day to day business decisions.

Members – One or more people with an ownership interest in the company.

(The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

Attach Additional Information

Do you need to attach additional information?

Yes, I need to add attachments. (You will upload files on the next page.)
● No.

Delayed Effective Date

Do you want this filing to take effect immediately?

● Yes.
No. Enter an effective date (up to 90 days from today) below.

Delayed effective date [ ] mm/dd/yyyy or
mm/dd/yyyy hour:minute am/pm

Email Address

Our office can send you email notifications about due dates and other events affecting this business record. Information about email notifications.

Email address will not be sold or otherwise disclosed by our office, and your email address will not appear on your filed document.

Do you want to sign up for email notifications?*

Yes. Send my notifications to this email address: [ ]

No. I don't want to sign up for email notifications.

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

The true name and mailing address of the individual causing this document to be delivered for filing are

Last Name	First Name	Middle Name	Suffix
*	*		

Address: 1: *

Address 2:

City: *

State: *

Zip/Postal Code: *

Province:

Country:

Yes

(If Yes is selected, include an attachment with the true name and mailing address of additional individuals.)
Additional individuals are causing this document to be delivered for filing. ● No

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

EXHIBIT C

LIMITED LIABILITY COMPANY AGREEMENT

OF

REORGANIZED ALLONHILL, LLC

Dated January , 2016

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LIMITED LIABILITY COMPANY AGREEMENT OF REORGANIZED ALLONHILL, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered into as of [ ], 2016, by and between the persons listed on Exhibit A, hereinafter collectively referred to as the "Members."

WHEREAS, the Allonhill, LLC (the "Pre-petition Company") was previously organized a limited liability company under the laws of the State of Delaware, for certain purposes; and

WHEREAS, the Pre-petition Company filed a petition for relief under Chapter 11 of Title 11 of the United States Code ("Chapter 11") on March 26, 2014, and on [Effective Date] emerged from Chapter 11 pursuant to an Order (the "Confirmation Order") of the Bankruptcy Court for the District of Delaware Confirming the Plan of Reorganization of Allonhill, LLC (the "Plan") as Reorganized Allonhill, LLC (the "Reorganized Company");

WHEREAS the Plan and Confirmation Order authorize the Class A Members (as defined herein) to organize the Reorganized Company pursuant to this Agreement, subject to the terms, and as a condition of the effectiveness, of the Plan;

WHEREAS, by executing this Agreement, each of the Class A Members hereby (i) ratifies the formation of the Reorganized Company and the filing of the Certificate (as defined below), (ii) agrees that this Agreement amends, supersedes, and replaces that certain Amended and Restated Limited Liability Company Agreement of Allonhill, LLC dated March 18, 2013 (the "Pre-petition LLC Agreement"), (iii) confirms and agrees to each Member's status as a member of the Reorganized Company, and (iv) continues the existence of the Reorganized Company for the purposes hereinafter set forth, subject to the terms and conditions hereof and of the Plan and Confirmation Order.

NOW, THEREFORE, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. FORMATION; NAME; PLACE OF BUSINESS

1.1 Formation of Company; Certificate of Formation ("Certificate")

The Members of the Reorganized Company hereby:

1.1.1 Approve and ratify the filing of the Certificate with the Secretary of State of Delaware, and in accordance with the Delaware Limited Liability Company Act (the "Act");

1.1.2 Confirm and agree to their status as Members of the Reorganized Company;

1.1.3 Execute this Agreement for the purposes of (a) establishing the rights, duties, and relationship of the Members and (b) confirming the Reorganized Debtor's compliance with the terms and conditions of the Plan and Confirmation Order;

1.1.4 Each represent and warrant that such Member is duly authorized to execute, deliver, and perform its obligations under this Agreement and that the person, if any, executing this Agreement on behalf of such Member is duly authorized to do so and that this Agreement is binding on and enforceable against such Member in accordance with its terms.

1.2 Name of Company

The name under which the Reorganized Company shall conduct its business is "Reorganized Allonhill, LLC". The business of the Reorganized Company may be conducted under any other name permitted by the Act that is deemed necessary or desirable by the Manager in its absolute discretion. The Manager or the appropriate officers or other authorized representatives of the Reorganized Company promptly shall execute, file, and record, or cause to be executed, filed and recorded, any assumed or fictitious name certificates required by the laws of the State of Delaware or any state in which the Reorganized Company conducts business.

1.3 Registered Office and Registered Agent

The street address of the initial registered office of the Reorganized Company will be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the Reorganized Company's registered agent at such address shall be Corporation Service Company. The registered office and the registered agent of the Reorganized Company may be changed by the Manager from time to time in accordance with the then applicable provisions of the Act and any other applicable laws.

2. BUSINESS AND POWERS OF COMPANY

2.1 Business

The business of the Reorganized Company shall be to engage in all activities that limited liability companies may engage in under the Act, as authorized by the Plan and Confirmation Order. The Reorganized Company, for the benefit of Creditors pursuant to the Plan may sell or otherwise dispose of all or substantially all of its assets and any such sale or disposition shall be considered to be within the scope of the Reorganized Company's business.

2.2 Powers

Subject to all of the provisions of this Agreement and the terms and limitations set forth in the Plan and Confirmation Order, the Reorganized Company shall have the power to do any and all acts and things necessary, appropriate, advisable, or convenient for the furtherance and accomplishment of the purposes of the Reorganized Company, including, without limitation, to engage in any kind of activity and to enter into and perform obligations of any kind necessary to or in connection with, or incidental to, the accomplishment of the purposes of the Reorganized Company, so long as such activities and obligations may be lawfully engaged in or performed by a limited liability company under the Act and are allowed by the Plan or incidental to the activities allowed by the Plan.

Specifically, except as otherwise provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance

with section 1123(b) of the Bankruptcy Code and to the fullest extent possible under applicable law, the Reorganized Company, as representative of the Estate, shall hold Litigation Rights to and may enforce, and shall have the sole right to enforce or prosecute, any claims, demands, rights, that the Pre-petition Company held, as debtor and as debtor in possession against any Entity, including, without limitation, the Aurora Litigation and the SLS Claims. The Reorganized Company or its successor may pursue such retained claims, demands, rights and Causes of Action and may exercise any and all rights, as appropriate, in accordance with the best interests of the Reorganized Company or its successor holding such claims, demands, rights, Causes of Action or Litigation Rights.

The Reorganized Company, shall make all Distributions as approved by the Disbursing Agent under the Plan. After all Allowed Claims have been paid, the Reorganized Company may operate its business and may use, acquire, and dispose of such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court.

The Reorganized Debtor shall have the power and authority to perform the following tasks, and tasks incidental to the accomplishment thereof:

(a) Administer the Plan and take all steps and execute all instruments and documents necessary to effectuate the terms of the Plan;

(b) Implement the governance provisions including without limitation the following, which shall be set forth in more detail in the New Governance Documents;

(c) Accept appointment as Estate Representative and in that capacity pursue (including, as it determines through the exercise of its business judgment, investing, conducting discovery, prosecuting, enforcing, objecting to, litigating, reconciling, settling, abandoning, and resolving) all of the rights, claims, Causes of Action, Avoidance Actions, Litigation Rights defenses, and counterclaims retained by the Debtor or the Reorganized Debtor;

(d) Reconcile Claims and resolve Disputed Claims, and administer the Claims allowance and disallowance processes as set forth in the Plan, including objecting to, prosecuting, litigating, reconciling, settling, and resolving Claims and Disputed Claims in accordance with the Plan;

(e) Make decisions regarding the retention, engagement, payment, and replacement of professionals, employees and consultants, subject to the terms and conditions of the Plan;

(g) Exercise such other powers as necessary or prudent to carry out the provisions of the Plan;

(h) File appropriate tax returns;

(i) Take such other action as may be necessary or appropriate to effectuate the Plan;

(j) Secure its right title and interest in the assets revested in it by the Plan; (ii) acquire possession of all such assets; (iii) manage, operate and protect such assets pending their prosecution or sale and the conversion to Cash; (iv) pay costs, expenses and fees deemed necessary to preserve such assets; (v) employ professionals, including attorneys, accountants,

engineers, agents, brokers, tax specialist, appraisers and clerical and stenographic assistance that may be deemed necessary; (vi) exercise all rights preserved by the Plan and prosecute and settle or compromise any Cause(s) of Action, Litigation Rights and Avoidance Actions, in accordance with Section ____ of the Plan; (vii) prepare and file tax returns and make elections allowed under tax laws; (viii) authorize and make interim distributions to holders of Allowed Claims under the Plan, as approved by the Disbursing Agent or order of the Bankruptcy Court; (ix) invest proceeds from the sale of such assets in certain limited, conservative investments as specified under the Plan; (x) abandon assets deemed burdensome or of inconsequential value to the Creditors; (xi) initiate objections to claims, or file and pursue causes of action which could be brought by a Trustee or debtor-in-possession under the Bankruptcy Code; (xii) prepare and file with the Bankruptcy Court the Final Report and seek the entry of a Final Decree closing the Debtor's case; and (xiii) pay U.S. Trustee fees or file any reports with the U.S. Trustee, without further Court order; provided however, that the Reorganized Debtor's power and authority shall be limited to those acts enumerated herein.

3. DEFINITIONS

3.1 Defined Terms

3.1.1 Adjusted Additional Capital Contribution Amount. "Adjusted Additional Capital Contribution Amount" means, as of any date with respect to any Member, the aggregate additional capital contributions made by such Member pursuant to Section 4.4.2.2 or Section 4.4.2.3 on or prior to such date, less all Distributions previously made pursuant to Section 5.8.1(iii).

3.1.2 Adjusted Capital Account Deficit. "Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year or other period, after giving effect to the following adjustments:

3.1.2.1 Crediting to such Capital Account any amounts which such Member is obligated to restore to the Reorganized Company pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

3.1.2.2 Debiting to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

3.1.3 Adjusted Initial Capital Contribution Amount. "Adjusted Initial Capital Contribution Amount" means, as of any date with respect to any Class A Member, the aggregate capital contributions made by such Class A Member pursuant to Section 4.4.1 on or prior to September 1, 2009, less all Distributions previously made pursuant to Section 5.8.1(iv).

3.1.4 Allocation Year. "Allocation Year" means:

3.1.4.1 the period commencing on the date on which Final Payment has been made under the Plan and ending on December 31 of the same year;

3.1.4.2 any subsequent twelve (12) month period commencing on January 1 and ending on December 31; and

3.1.4.3 any portion of any period described in Sections 3.1.4.1 and 3.1.4.2 for which the Reorganized Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article 5 of this Agreement.

3.1.5 Award. "Award" means the issuance of Class C Interests to a Class C Member under this Agreement.

3.1.6 Capital Account. "Capital Account" means an account to be maintained for each Member in accordance with the Code, which, subject to any contrary requirements of the Code, for each Member shall equal (i) the amount of money contributed by such Member to the Reorganized Company, if any; (ii) the fair market value (determined without regard to Code Section 7701(g)) of property, if any, contributed by such Member to the Reorganized Company (net of liabilities that are secured by such contributed property or that the Reorganized Company or any other Member is considered to have assumed under Code Section 752); (iii) allocations to such Member of Profit pursuant to Article 5 and other items of income and gain specially allocated to the Members under Article 5; and (iv) other additions required to be made in accordance with the Code; and decreased by (v) the amount of cash distributed to such Member by the Reorganized Company; (vi) allocations to such Member of Loss pursuant to Article 5 and other items of loss and deduction specially allocated to the Members under Article 5; (vii) the fair market value (determined without regard to Code Section 7701(g) of property distributed to such Member by the Reorganized Company (net of liabilities that are secured by such distributed property or that such Member is considered to have assumed or is considered to take subject to Code Section 752); and (viii) other deductions made in accordance with the Code. The Members' Capital Accounts shall be determined and maintained at all times in accordance with all the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv). If in the opinion of the Manager the manner in which Capital Accounts are to be maintained pursuant to this Agreement are required to be modified in order to comply with Code Section 704(b) and the Treasury Regulations thereunder, then, notwithstanding anything to the contrary contained in this Agreement, the method in which Capital Accounts are maintained shall be so modified as determined by the Manager; provided, however, that any such change in the manner of maintaining Capital Accounts shall not alter the economic agreement between or among the Members or the amount distributable to any Member, in each case in any material respect.

3.1.7 Cash Flow. "Cash Flow" shall mean the excess of all cash receipts over such reasonable reserves as are established by the Class A Members and taking into account the payment of all liabilities (including any amounts owed or outstanding pursuant to any financing) to meet the working capital and other needs of the Reorganized Company.

3.1.8 Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute.

3.1.9 Company Minimum Gain. "Company Minimum Gain" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d). The amount of Company Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(d).

3.1.10 Company Notice. "Company Notice" means written notice from the Reorganized Company or the Class A Members, as applicable, notifying the selling Members that the Reorganized Company intends to exercise its Right of First Refusal under Section 8.1.4 as to some or all of the Membership Interests with respect to any Proposed Holder Transfer.

3.1.11 Corporate Transaction. "Corporate Transaction" means (i) the dissolution or liquidation of the Reorganized Company or a merger, consolidation or reorganization of the Reorganized Company with one or more other entities in which the Reorganized Company is not the surviving entity.

3.1.12 Deemed Capital Contribution. "Deemed Capital Contribution" means, as determined immediately prior to any time that Additional Capital contributions are made to the Reorganized Company pursuant to Section 4.4.2, for each Member an amount equal to the product of (i) such Member's Sharing Ratio, as of the time of determination and (ii) the aggregate capital contributions made to the Reorganized Company by all Members prior to such time. Deemed Capital Contribution is not a true capital contribution to the Reorganized Company and shall not be reflected as a capital contribution on any Member's Capital Account.

3.1.13 Depreciation. "Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

3.1.14 Disbursing Agent. "Disbursing Agent" means the Disbursing Agent appointed pursuant to Section 5.16 of the Plan.

3.1.15 Fair Market Value. "Fair Market Value" means the value of any Class C Interests as of any date of determination, taking into account discounts attributable to lack of marketability and minority ownership and other relevant factors regarding value, all as determined by the Manager in good faith in its sole discretion.

3.1.16 Final Payment. "Final Payment" means the payment to Creditors holding Allowed Claims under the Plan that results in full payment of all Allowed Claims of Creditors in Classes 1 through 3.

3.1.17 Grant Date. "Grant Date" means, as determined by the Manager, the latest to occur of (i) the date as of which the Manager approves an Award, or (ii) such other date as may be specified by the Manager.

3.1.18 Gross Asset Value. "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

3.1.18.1 The initial Gross Asset Value of any asset contributed by a Member to the Reorganized Company shall be the fair market value of such asset;

3.1.18.2 The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as of the following times: (i) the acquisition of an additional Membership Interest in the Reorganized Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution or for services (including the issuance of any Class C Interests); (ii) the distribution by the Reorganized Company to a Member of more than a *de minimis* amount of Company property as consideration for an interest in the Reorganized Company; and (iii) the liquidation of the Reorganized Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments (other than an adjustment on account of the issuance of a Class C Interest) pursuant to clauses (i) and (ii) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Reorganized Company;

3.1.18.3 The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the fair market value of such asset on the date of distribution; and

3.1.18.4 The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and Section 5.2.7 herein; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 3.1.19.4 to the extent that the Manager determines that an adjustment pursuant to Section 3.1.19.2 of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 3.1.19.4.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections 3.1.19.1, 3.1.19.2, or 3.1.19.4 of this definition, the Gross Asset Value of such asset shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profit and Loss.

3.1.19 Initial Capital Contribution. "Initial Capital Contribution" means for each Member, the initial capital contribution to the Reorganized Company as of September 1, 2009, which shall be set forth on Exhibit A.

3.1.20 Member Nonrecourse Debt Minimum Gain. "Member Nonrecourse Debt Minimum Gain" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2), substituting "Member" for "Partner" in such section.

3.1.21 Member Nonrecourse Deductions. "Member Nonrecourse Deductions" means losses, deductions or Code Section 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt. The amount of Member Nonrecourse Deductions shall be determined pursuant to Treasury Regulations Section 1.704-2(i)(2).

3.1.22 Nonrecourse Deductions. "Nonrecourse Deductions" means losses, deductions, or Code Section 705(a)(2)(B) expenditures attributable to nonrecourse liabilities (as defined in Treasury Regulations Section 1.752-1(a)(2)) of the Reorganized Company.

3.1.23 Nonrecourse Liability. "Nonrecourse Liability" has the meaning ascribed thereto in Treasury Regulations Section 1.752-1(a)(2).

3.1.24 Preferred Return. "Preferred Return" means, for Class A Members for all or any portion of any Fiscal Year, an eight percent (8%) annual rate of return, compounded annually on an amount equal to such Class A Member's Adjusted Initial Capital Contribution Amount during such Fiscal Year or portion thereof (calculated by taking into account the amount of such Member's Adjusted Initial Capital Contribution Amount on each day during such Fiscal Year or portion of a Fiscal Year).

3.1.25 Profits or Losses. "Profits or Losses" means, for each Allocation Year, an amount equal to the Reorganized Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

3.1.25.1 Any income of the Reorganized Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

3.1.25.2 Any expenditures of the Reorganized Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

3.1.25.3 In the event the Gross Asset Value of any Company asset is adjusted pursuant to Sections 3.1.19.2 or 3.1.19.3 of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

3.1.25.4 Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

3.1.25.5 In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of "Depreciation";

3.1.25.6 To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-11(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

3.1.25.7 Notwithstanding any other provisions of this definition, any items that are specially allocated pursuant to Section 5.2 or Section 5.3 hereof shall not be taken into account in computing Profits or Losses.

3.1.26 Proposed Holder Transfer. "Proposed Holder Transfer" means any assignment, sale, gift, exchange, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Membership Interests (or any interest therein) proposed by any of the Members.

3.1.27 Proposed Transfer Notice. "Proposed Transfer Notice" means written notice from a Member setting forth the terms and conditions of a Proposed Holder Transfer.

3.1.28 Prospective Transferee. "Prospective Transferee" means any person to whom a Member proposes to make a Proposed Holder Transfer.

3.1.29 Restricted Funds. "Restricted Funds" means cash and assets made available to the Reorganized Company, pursuant to and for use solely as provided by the Plan to pay costs, fees and expenses..

3.1.30 Sharing Ratio. The "Sharing Ratio" of each Member represents the Membership Interests issued to each Member and shall be as set forth in Exhibit A with respect to a Member. The Sharing Ratio of each Class C Member shall be reduced, and the Sharing Ratio of each Class A Member shall be increased for Class C Interests that are cancelled and terminated or purchased pursuant to Sections 4.3.2 and 4.3.3. If all or a portion of any Class C Interests are cancelled or terminated, the Sharing Ratio of each Class A Member shall be increased pro rata based on the portion of each Class A Member's Class A Interests to all of the Class A Interests. No Class C Member shall have his or her Sharing Ratio increased as a result of such cancellation or termination. Each Member's Sharing Ratio shall be adjusted in accordance with Section 4.4.2.3. The Sharing Ratio shall be calculated to two decimal places and the aggregate Sharing Ratios shall total one hundred (100). The Manager will, upon reasonable written request, provide to any Member a statement of his or her Sharing Ratio within ten (10) days of such Member's request.

3.1.31 Tax Matters Partner. "Tax Matters Partner" means the Manager and shall have the meaning given to such term in Section 6231 of the Code.

3.1.32 Treasury Regulations. "Treasury Regulations" means regulations, including temporary regulations, issued by the Department of Treasury under the Code. Any reference to a specific section or sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

3.2 Certain Terms Defined by the Plan

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms by the Plan.

3.3 Other Defined Terms

Each capitalized term listed below is defined in the corresponding Section of this Agreement:

Term	**Section**
Act	1.1.1
Additional Capital	4.4.2.1
Additional Capital Preferred Return	5.8.1(ii)
Agreement	Preamble
Allonhill, LLC	Preamble
Certificate	1.1
Class A Interests	4.1
Class A Members	4.1
Class C Interest	4.1
Class C Members	4.1
Company	Preamble
Fiscal Year	7.8
Hurdle Amount	5.8.3
Members	Preamble
Membership Interests	4.1
Proceeds	4.3.4
Profits Only Interests	4.3
Proposed Treasury Regulations	5.9.1
Regulatory Allocations	5.3
Reorganized Allonhill, LLC	Preamble
Safe Harbor	5.9.1
Sale of the Reorganized Company	8.2.1
Selling Members	8.2.2
Transfer	8.1.1
Withheld Amounts	4.3.2.1

4. MEMBERSHIP INTERESTS; CAPITAL

4.1 General

The Reorganized Company issued Class A Voting Membership Interests ("Class A Interests") and Class C Non-Voting Membership Interests ("Class C Interests") pursuant to the Pre-petition LLC Agreement. Together, Class A Interests and Class C Interests are referred to as "Membership Interests."

4.2 Class A Interests

The Class A Members of the Reorganized Company are BHC Allonhill, LLC, a Delaware limited liability company, and Margaret Sue Allon, an individual residing in Denver, Colorado. Holders of Class A Interests ("Class A Members") shall have the right to vote at all meetings of the Members and with respect to all other matters at which a vote is required of the Members under this Agreement or the Act.

4.3 Profits Only Interests

4.3.1 The Class C Interests issued under the Pre-petition LLC Agreement are "pure profits interests," within the meaning of IRS Revenue Procedures 93-27 and 2001-43 ("Profits Only Interests"). The Reorganized Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of Class C Interests issued to a Class C Member, either at the time of grant of the Class Interests or at the time the Class C Interests become substantially vested. Holders of Class C Interests ("Class C Members") shall have no voting rights under this Agreement. Except as provided in this Section 4 and otherwise in this Agreement, the rights of Class A Members and Class C Members with respect to the Reorganized Company shall be identical and shall not be evidenced by certificates or other indicia of ownership, apart from this Agreement.

4.3.2 Vesting

4.3.2.1 Class C Interests issued to Class C Members are vested with respect to such Class C Interests. Class C Members shall be allocated Profit and Loss under Article 5, and receive tax distributions made under Section 5.8.2 of this Agreement. Distributions other than tax distributions will be withheld ("Withheld Amounts") and will be made with respect to Class C Interests only with respect to, and in such proportions as, the vested portion of such Interests. Thus, for example, if a Class C Interest is twenty-five percent (25%) vested, the Manager may cause a distribution of twenty-five percent (25%) of the amounts otherwise distributable with respect to such Class C Interest under Section 5.8.1(v). Class C Members shall be allocated Profits and Losses pursuant to Section 5.8.1(iii) (if applicable) with respect to their Class C Interests, whether or not vested, and notwithstanding the foregoing Class C Members shall receive distributions made pursuant to Section 5.8.1(ii) with respect to their Class C Interests, whether or not vested.

4.4 Capital Contributions

4.4.1 Plan Capital Contributions. Class A Members holding Class A Interests shall make the Capital Contributions required by the Plan and Confirmation Order, and the Plan Capital Contribution shall be added to each such Class A Members Initial Capital Contributions, as are set forth on Exhibit A.

4.4.2 Additional Capital Contributions.

4.4.2.1 If from time to time upon the unanimous agreement of the Class A Members the Reorganized Company requires additional capital, or ias required by the Plan Contribution (in each case and collectively, "Additional Capital") for any purpose, each Class A Member shall be given, and each Class C Member may be given, in the Manager's sole discretion, the opportunity, but shall not be obligated, subject to the provisions below, to contribute in cash to the Reorganized Company. If Additional Capital is required, and Class C Members are given the opportunity to contribute cash to the Reorganized Company, the Manager shall send to each Member a written notice of the required Additional Capital, setting forth at least the following information: (i) the date of the notice, (ii) each Member's Sharing Ratio, (iii) each Member's maximum contributable amount of the Additional Capital, as determined pursuant to Section 4.4.2.3 below, and (iv) the date by which each Member shall notify the Manager of its Additional Capital contribution, if any, which date shall be no fewer than ten (10) days from the date of the notice. If a Member does not notify Manager of its decision to make an Additional Capital contribution by the required date, it will be deemed to have elected not to make an Additional Capital contribution. The Manager's determination of each Member's maximum contributable amount shall be final and binding. If a Member elects to contribute Additional Capital, such Member shall wire the Additional Capital to the Reorganized Company no later than thirty days following the notice given in this Section 4.4.2.1.

4.4.2.2 In the event the Reorganized Company requires Additional Capital and the Class C Members are not given the opportunity to contribute cash to the Reorganized Company, each Class A Member may contribute up to an amount equal to its pro rata share of the Additional Capital (which amount shall be the amount of the Additional Capital multiplied by a fraction, the numerator of which is the Class A Member's Sharing Ratio and the denominator of which is the total Sharing Ratios of all Class A Members). If any Class A Member declines to make the Additional Capital contribution or does not make its maximum permissible Additional Capital contribution, any other Class A Member may advance the funds in the amount of the deficit to the Reorganized Company, and such amounts shall be credited to the Capital Account of the Contributing Class A Member. The Sharing Ratios of the Class A Members shall be adjusted as a result of additional capital contributed under this Section 4.4.2.2 in accordance with the methodology set forth in Section 4.4.2.3.

4.4.2.3 In the event the Reorganized Company requires Additional Capital and the Class C Members are given the opportunity to contribute cash to the Reorganized Company, each Class A Member and Class C Member may contribute up to

an amount equal to its pro rata share of the Additional Capital (which amount shall be the amount of the Additional Capital multiplied by a fraction, the numerator of which is the Class A Member's or Class C Member's Sharing Ratio and the denominator of which is the total Sharing Ratios of all Class A Members and Class C Members). If any Class A Member or Class C Member declines to make the additional capital contribution or does not make its maximum permissible additional capital contribution, then any other Class A Member or Class C Member may increase its additional capital contribution by an amount equal to the product of (i) the amount of such deficit in contribution of the Additional Capital and (ii) a fraction, the numerator of which is such Member's Sharing Ratio and the denominator of which is the aggregate Sharing Ratios of all of the Members also increasing their additional capital contributions for the deficit. The Class A Members shall contribute any remaining deficit in contribution of the Additional Capital in accordance with the provisions set forth in Section 4.4.2.2 above. The Manager shall determine, in accordance with this Section 4.4.2.3, the maximum amount of increase in each Class A Member's and Class C Member's capital contribution for the deficit in contribution of Additional Capital, which determination shall be final and binding. After all additional contributions pursuant to Section 4.4.2.2 and this Section 4.4.2.3 have been made as of any date of determination, the Sharing Ratio of each Member (including, for the avoidance of doubt, each Class A Member, and each Class C Member) shall be adjusted as follows: the Sharing Ratio of each Member shall equal the ratio of (iii) the sum of such Member's (a) Deemed Capital Contribution and (b) the Additional Capital contributions, if any, made by such Member pursuant to the current request for Additional Capital under Section 4.4.2.2 and this Section 4.4.2.3 to (iv) the aggregate amount of capital contributions made to the Reorganized Company. The Manager shall determine, in accordance with this Section 4.4.2.3, the adjusted Sharing Ratio for each Member, which determination shall be final and binding.

4.4.2.4 The Reorganized Company may borrow additional capital from any source, including any Member. No Member shall be obligated to make a loan to the Reorganized Company.

4.4.3 Right to Enforce. No person other than a Member shall have the right to enforce any obligation of a Member to contribute capital, and specifically no lender or other third party shall have such rights.

4.4.4 Return of Capital Contributions. Capital contributions shall be expended in furtherance of the business of the Reorganized Company. All costs and expenses of the Reorganized Company shall be paid from its funds, including Restricted Funds. No interest shall be paid on capital contributions. No Member shall have personal liability for the repayment of any capital contribution to another Member.

5. ALLOCATION OF INCOME, PROFITS AND LOSSES; DISTRIBUTIONS

5.1 Allocations of Profit and Loss

5.1.1 Allocations of Profit. The Profit of the Reorganized Company for each Fiscal Year in which the Reorganized Company has a Profit will be allocated to the Members as follows:

(i) First, to those Members which received allocations of Loss under Section 5.1.2, and in the amount of such prior allocations of Loss;

(ii) Second, to the Class A Members in proportion to the amount of their cumulative unpaid Preferred Returns, until the cumulative amounts allocated under this Section 5.1.1(ii) for the current and all prior Fiscal Years are equal to the amounts of such cumulative Preferred Returns (determined as of any date of allocation);

(iii) Third, to the Class A Members and Class C Members pro rata in accordance with their additional capital contributions pursuant to Section 4.4.2.2 and Section 4.4.2.3, provided that Additional Contributions made by a Class A Member after the Effective Date of the Plan shall be allocated first to such Class A Member, until the cumulative amounts allocated under this Section 5.1.1(iii) for the current and all prior Fiscal Years equals the Additional Capital Preferred Return of such contributing Members;

(iv) Fourth, to the Members pro rata in proportion to their respective Sharing Ratios.

5.1.2 Allocation of Loss. The Loss of the Reorganized Company for each Allocation Year in which the Reorganized Company has a Loss shall be allocated among, and charged to the Capital Accounts of the Members:

(i) First, in the reverse order and priority of any allocations pursuant to Section 5.1.1 of Profits for prior taxable years, that have not already been reversed through allocations of Losses under this Section 5.1.2; and

(ii) Second, first, to the Members pro rata in proportion to and to the extent of the sum of their positive Capital Account balances, as determined as of any date of determination, and, second, in proportion to their Sharing Ratios.

5.1.3 No allocations shall be made pursuant to Section 5.1.2 to the extent they would cause or increase a deficit balance in any Member's Capital Account in excess of such Member's obligation, including any deemed obligation under Treasury Regulations Section 1.704-2(g)(1) and 2(i)(5), to restore a deficit in its Capital Account. To the extent any such allocation would cause the balance of the Capital Account of any of the Members to have a deficit balance as determined under the preceding sentence, such Loss shall be allocated to first

those Members with positive Capital Account balances in proportion to and to the extent thereof, and then to those Members who bear the economic risk of such Losses in accordance with Treasury Regulations Section 1.704-2. In making the foregoing determination, a Member's Capital Account shall be reduced by the amounts described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6).

5.2 Special Allocations

The following special allocations shall be made in the following order:

5.2.1 Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article 5, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.2.1 is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

5.2.2 Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 5, except Section 5.2.1, if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.2.2 is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

5.2.3 Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-l(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-l(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 5.2.3 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 5 have been tentatively made as if this Section 5.2.3 were not in the Agreement.

5.2.4 Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year that is in excess of the sum of (i) the amount such Member is obligated to restore to the Reorganized Company pursuant to any provision of this Agreement, (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Section 1.704-2(g)(l) and (iii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Section 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 5.2.4 shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 5 have been tentatively made as if Section 5.2.3 and this Section 5.2.4 were not in the Agreement.

5.2.5 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their Sharing Ratios.

5.2.6 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

5.2.7 Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-l(b)(2)(iv)(m)(2) or Section 1.704-l(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Members in accordance with their respective Sharing Ratio in the event Treasury Regulations Section 1.704-l(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Treasury Regulations Section 1.704-l(b)(2)(iv)(m)(4) applies.

5.3 Curative Allocations

The allocations set forth in Section 5.2 (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5.3. Therefore, notwithstanding any other provision of this Article 5 (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 5.1. In exercising its discretion under this Section 5.3, the Manager

shall take into account any future Regulatory Allocations under Sections 5.2.1 and 5.2.2 that, although not yet made, are likely to offset Regulatory Allocations made under Sections 5.2.5 and 5.2.6.

5.4 Other Allocation Rules

5.4.1 Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Reorganized Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are equal to their respective Sharing Ratios.

5.4.2 To the extent permitted by Treasury Regulations Sections 1.704-2(h) and 1.704-2(i)(6), the Manager shall endeavor not to treat distributions as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

5.4.3 All items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be allocated among the Members in the same manner as they share Profits or Losses, as the case may be, for the Fiscal Year.

5.5 Tax Allocations; Code Section 704(c)

5.5.1 In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Reorganized Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Reorganized Company for federal income tax purposes and its initial Gross Asset Value.

5.5.2 If the Gross Asset Value of any Company asset is adjusted pursuant to Section 3.1.19.2 of the definition of Gross Asset Value herein, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

5.5.3 Any elections or other decisions relating to such allocations shall be made by the Manager, in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profit, Loss, other items or distributions pursuant to any provision of this Agreement.

5.6 Allocations in Event of Transfer

If a Membership Interest is transferred in accordance with Article 8 of this Agreement, the Profit and Loss of the Reorganized Company shall be calculated as of the end of the month immediately prior to the month in which the transfer occurs. The transferor Member shall be allocated an amount equal to the Profit and Loss of the Reorganized Company allocable to the period ending on the last day of the month immediately prior to the transfer. The transferee of the Membership Interest to be so transferred shall be allocated an amount equal to the Profit and

Loss of the Reorganized Company allocable to the remainder of the calendar year. This paragraph shall apply for purposes of computing a Member's Capital Account and for federal income tax purposes.

5.7 Deficit Capital Account Balances

Subject to Section 5.8.2, the Members shall not be obligated at any time to repay or restore to the Reorganized Company all or any part of any distributions made to the Members by the Reorganized Company except as required under the Act, nor shall any Member be required to restore a deficit Capital Account balance to the Reorganized Company.

5.8 Distributions

5.8.1 Distributions of Cash Flow other than in dissolution and liquidation of the Reorganized Company under Section 9.2.2, and subject to the Final Payment having been made, will be made to the Members as follows:

(i) First, to each of the Class A Members to the extent it has an accrued and unpaid Preferred Return, in the amount of such accrued and unpaid Preferred Return;

(ii) Second, to each of the Class A and Class C Members to the extent such Member contributed Additional Capital pursuant to Section 4.4.2.2 or Section 4.4.2.3, pro rata in accordance with contributions of Additional Capital until a 12% annual rate of return, compounded annually, on the amount of such Member's Adjusted Additional Capital Contribution Amount during such Fiscal Year or portion thereof (calculated by taking into account the amount of such Member's Adjusted Additional Capital Contribution Amount on each day during such Fiscal Year or portion of a Fiscal Year) (the "Additional Capital Preferred Return") has been paid;

(iii) Third, to each of the Class A Members and Class C Members to the extent such Member contributed Additional Capital pursuant to Section 4.4.2.2 or Section 4.4.2.3 and has an unpaid Adjusted Additional Capital Contribution Amount, made pro rata in accordance with the unpaid Adjusted Additional Capital Amounts of such Members until such Adjusted Additional Capital Contribution Amounts have been reduced to zero; and

(iv) Fourth, to each of the Class A Members to the extent such Class A Member has an unpaid Adjusted Initial Capital Contribution Amount, made pro rata in accordance with unpaid Adjusted Initial Capital Contribution Amounts of the Class A Members until such unpaid Adjusted Initial Capital Contribution Amounts have been reduced to zero;

(v) Fifth, to the Members pro rata in proportion to their respective Sharing Ratios.

5.8.2 Notwithstanding Section 5.8.1, in the discretion of the Manager and subject to the terms of the Plan, the Reorganized Company shall to the extent possible, taking into account Cash Flow, make tax distributions to the Members who are allocated the Reorganized Company's Profit, pro rata in accordance with their Sharing Ratios, in an amount of forty percent (40%) of the Reorganized Company's Profit for any taxable year allocated to the Members, such tax distribution to be made by March 31 of the calendar year following the taxable year in which Profits are realized; provided, that the Reorganized Company shall have the right to recoup, clawback or obtain reimbursement of overestimated tax distributions made to any Member. Any distributions made under this Section 5.8.2 shall be treated as an advance against subsequent distributions to the Members.

5.8.3 Notwithstanding anything to the contrary in this Agreement, no distributions (other than tax distributions pursuant to Section 5.8.2 and distributions to Class C Members pursuant to Section 5.8.1(ii)) shall be made with respect to any Class C Interest unless and until the aggregate distributions made by the Reorganized Company after the issuance of such Class C Interest exceed the Hurdle Amount applicable to such Class C Interest. The "Hurdle Amount" shall be the Fair Market Value of the Reorganized Company as of the date of issuance of any Class C Interest, as determined by the Manager in its sole and absolute discretion. The "Hurdle Amount" for any Class C Interest shall be set forth on Exhibit A.

5.9 Code §83 Safe Harbor Election

5.9.1 Each Member authorizes the Manager to elect to apply the safe harbor (the "Safe Harbor") set forth in proposed Treasury Regulations Section 1.83-3(1) (as currently promulgated) and the proposed Revenue Procedure published in Notice 2005-43 (together, the "Proposed Treasury Regulations") (under which the Fair Market Value of an interest in the Reorganized Company that is transferred in connection with the performance of services is treated as being equal to the liquidation value of the interest) if such proposed Treasury Regulation or a similar Treasury Regulation is promulgated as a final or temporary Treasury Regulation or other similar guidance is issued by the Internal Revenue Service. If the Manager determines that the Reorganized Company should make such election, (i) the Reorganized Company is authorized and directed to elect the Safe Harbor, and (ii) while such election is effective, (a) the Reorganized Company and each of its Members (including any person to whom an interest in the Reorganized Company is transferred in connection with the performance of services) will comply with all requirements of the Safe Harbor with respect to all such interests transferred in connection with the performance of services while such election remains in effect and (b) the Reorganized Company and each of its Members will take all actions necessary, including providing the Reorganized Company with any required information, to permit the Reorganized Company to comply with the requirements set forth or referred to in the Proposed Treasury Regulations for such election or other related guidance from the Internal Revenue Service. The Manager is further authorized to amend this Agreement to the extent the Manager determines in its discretion that such modification is necessary or desirable as a result of the issuance of Treasury Regulations or guidance from the Internal Revenue Service relating to the tax treatment of the transfer of interests in the Reorganized Company in connection with the performance of services. Notwithstanding anything to the contrary in this Agreement, each Member expressly confirms and agrees that it will be legally bound by any such amendment. Notwithstanding the foregoing, no election or amendment shall be made pursuant to this Section

5.9.1 if the Safe Harbor, when finalized, is substantially different from the one included in the Proposed Treasury Regulations, and the application of the Safe Harbor would result in materially adverse consequences to the Members.

5.9.2 Any Member or former Member that fails to comply with requirements set forth in Section 5.9.1 shall indemnify and hold harmless the Reorganized Company and each adversely affected Member and former Member from and against any and all losses, liabilities, taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, costs and expenses of suits and proceedings, and reasonable fees and disbursements of counsel), in each case resulting from such Member's or former Member's failure to comply with such requirements. The Manager may offset distributions to which a person is otherwise entitled under this Agreement against such person's obligation to indemnify the Reorganized Company and any other person under this Section 5.9.2 (and any amount so offset with respect to such person's obligation to indemnify a person other than the Reorganized Company shall be paid over to such other person by the Reorganized Company). A Member's obligations to comply with the requirements of Section 5.9.1 and to indemnify the Reorganized Company and any Member or former Member under this Section 5.9.2 shall survive such Member's ceasing to be a Member of the Reorganized Company and/or the termination, dissolution, liquidation and winding up of the Reorganized Company, and, for purposes of this Section 5.9, the Reorganized Company shall be treated as continuing in existence. The Reorganized Company and any Member or former Member may pursue and enforce all rights and remedies it may have against each Member or former Member under this Section 5.9.2, including (i) instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks plus three percentage points per annum (but not in excess of the highest rate per annum permitted by law), compounded on the last day of each fiscal quarter and (ii) specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 5.9.1.

5.9.3 Each Member authorizes the Manager to amend Sections 5.9.1 and 5.9.2 to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Reorganized Company transferred to a service provider by the Reorganized Company in connection with services provided to the Reorganized Company as set forth in Section 4 of the Proposed Treasury Regulations (e.g., to reflect changes from the rules set forth in the Proposed Treasury Regulations in subsequent Internal Revenue Service guidance), provided, that such amendment is not materially adverse to any Member (as compared with the after-tax consequences that would result if the provisions of the Proposed Treasury Regulations applied to all interests in the Reorganized Company transferred to a service provider by the Reorganized Company in connection with services provided to the Reorganized Company).

6. MEMBERS AND MANAGEMENT

6.1 Management Authority

Management of the Reorganized Company is reserved and shall be vested solely in the Manager. The Members (other than the Manager) shall have no management rights with respect to the Reorganized Company. The Manager shall be Margaret Sue Allon and she shall serve until her resignation, removal or death. Upon a vacancy in the position of Manager, a new Manager shall be appointed upon the unanimous vote of the Class A Members. In conducting the business of the Reorganized Company, the Manager shall have all rights, duties and powers conferred upon Managers by the Act. The Manager, by the unanimous approval of the Class A Members, is hereby expressly authorized on behalf of the Reorganized Company to make all decisions with respect to the Reorganized Company's business and to take all actions necessary to carry out such decisions. All documents executed on behalf of the Reorganized Company in conformity with this Agreement need only be signed by the Manager.

6.2 Power and Authority of Manager

Without limiting the generality of the foregoing, the Manager shall have the right, power and authority on behalf of the Reorganized Company:

6.2.1 to develop budgets, policies, operating guidelines, and other operational items for the Reorganized Company; and

6.2.2 to arrange for such personnel as may be necessary or convenient to carry out the business and affairs of the Reorganized Company, including, but not limited to the appointment of such officers as the Manager deems necessary or desirable, each such officer having the powers and duties prescribed by the Manager. The same person may hold any number of offices. Any such officer shall be chosen by the Manager and shall serve at the pleasure of the Manager, subject to the rights, if any, of such officer under any contract of employment or other agreement to which such officer is party, if any; and

6.2.3 to establish such reasonable cash reserves to provide for anticipated expenses of the Reorganized Company as the Manager determines to be necessary for timely payment of such expenses; and

6.2.4 to make, execute, assign, acknowledge, and file on behalf of the Reorganized Company any and all documents or instruments of any kind which the Manager may deem necessary or appropriate in carrying out the business and affairs of the Reorganized Company, including, without limitation, powers of attorney, agreements of indemnification, documents, or instruments of any kind or character, and amendments thereto (and no person, firm or corporation dealing with the Manager shall be required to determine or inquire into the authority or power of the Manager to bind the Reorganized Company or to execute, acknowledge, or deliver any and all documents in connection therewith).

6.3 Meetings

Meetings of the Members may be called by any Class A Member or the Manager by written notice to the other Members setting forth the date, time, place and purpose of the meeting. The Member or the Manager calling the meeting shall provide no less than five (5) days written notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment by means of which all participating Members can simultaneously hear each other during the meeting.

6.4 Quorum

No action may be taken at a meeting of Members unless a quorum consisting of all of the Class A Members is present.

6.5 Action by Written Consent

Any action which may be taken by the Members, or by any class of Members, under this Agreement may be taken without a meeting if consents in writing setting forth the action so taken are signed by all of the Class A Members.

6.6 Voting Rights; Required Vote

Each Class A Member shall be entitled to one vote with respect to any action required or permitted to be taken by the Members under this Agreement, and the vote of Class A Members holding a majority of the Sharing Ratios held by all Class A Members shall be required to approve any matter submitted to a vote of the Members. In the event of a deadlock between the Class A Members on any vote, the Members shall agree upon a third person who shall be entitled to cast a vote as if he were a Member in order to resolve the deadlock. Except as provided under the Act, the Class C Members shall not be entitled to vote with respect to any action required or permitted to be taken by the Members with respect to the Reorganized Company.

6.7 Waivers of Notice

Whenever the giving of any notice to Members is required by statute or this Agreement, a waiver thereof, in writing and delivered to the Reorganized Company signed by the person or persons entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance of a Member at a meeting or execution of a written consent to any action shall constitute a waiver of notice of such meeting or action.

6.8 Compensation of the Manager

The Manager shall not receive any stated salary for its services.

6.9 Third Party Reliance

Third parties dealing with the Reorganized Company shall be entitled to rely conclusively upon the power and authority of the Manager as set forth herein.

6.10 Other Activities of Members or Affiliates and the Manager

6.10.1 Any Member or any affiliate thereof may have other business interests and may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Reorganized Company. No Member or affiliate thereof shall incur any liability to the Reorganized Company as a result of such Member's or affiliate's pursuit of such other business interests, ventures and competitive activity, and neither the Reorganized Company nor the other Member shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom.

6.10.2 The Manager shall not be required to manage the Reorganized Company as its sole and exclusive function and the Manager may have other business interests and may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, in addition to those relating to the Reorganized Company. The Manager may compete, directly or indirectly, with the business of the Reorganized Company. The Manager shall not incur any liability to the Reorganized Company as a result of the Manager's pursuit of such other business interests, ventures and competitive activity, and neither the Reorganized Company nor any Member shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom.

6.11 Certain Transactions

The Reorganized Company is expressly permitted in the normal course of its business to enter into transactions with any Member or with any affiliate of any Member provided that the Manager or the Class A Members holding a majority of the Sharing Ratios held by all Class A Members has expressly approved in writing the transaction and any terms thereof.

6.12 Indemnification

The Reorganized Company shall indemnify, defend and hold harmless the Manager and any officer and their agents and employees against and from any personal loss, liability or damage incurred as a result of any act or omission, or any error of judgment in performing their duties on behalf of the Reorganized Company, unless such loss, liability or damage results from such person's willful misconduct or gross negligence to the fullest extent permitted by the Act. Any such indemnification shall be paid only from the assets of the Reorganized Company, and no Member or third party shall have recourse against the personal assets of any Member for such indemnification.

7. BANK ACCOUNTS; BOOKS AND RECORDS; STATEMENTS; TAXES; FISCAL YEAR

7.1 Bank Accounts

All funds of the Reorganized Company shall be deposited in its name in such checking and savings accounts, time deposits or certificates of deposit, or other accounts at such banks as shall be designated by the Manager from time to time, and the Manager shall arrange for the appropriate conduct of such account or accounts.

7.2 Books and Records

The Manager shall keep, or cause to be kept, accurate, full and complete books and accounts showing assets, liabilities, income, operations, transactions and the financial condition of the Reorganized Company. Any Member, its respective designee, upon reasonable request, shall have access thereto at any reasonable time during regular business hours and shall have the right to copy documents as required by the Act.

7.3 Capital Account

The Reorganized Company shall maintain a separate Capital Account for each Member and such other accounts as may be necessary or desirable to comply with the requirements of applicable law.

7.4 Financial Statements and Information

7.4.1 All financial statements prepared pursuant to this Section 7.4 shall present fairly the financial position and operating results of the Reorganized Company and shall be prepared in accordance with generally accepted accounting principles for each Fiscal Year of the Reorganized Company during the term of this Agreement.

7.4.2 Within a timely fashion at the end of each Fiscal Year during the term of this Agreement, the Manager shall prepare and submit or cause to be prepared and submitted to the Members and the Disbursing Agent (i) an unaudited balance sheet, together with unaudited statements of profit and loss, Members' equity and changes in financial position for the Reorganized Company during such Fiscal Year; (ii) a report of the activities of the Reorganized Company during the Fiscal Year; and (iii) an unaudited statement showing any amounts distributed to the Members in respect of such Fiscal Year.

7.4.3 The Manager shall provide to the Members such other reports and information concerning the business and affairs of the Reorganized Company as may be required by the Act or by any other law or regulation of any regulatory body applicable to the Reorganized Company.

7.5 Accounting Decisions

All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

7.6 Where Maintained

The books, accounts and records of the Reorganized Company at all times shall be maintained at the Reorganized Company's principal office in Denver, Colorado.

7.7 Tax Returns

7.7.1 The Manager shall, at the expense of the Reorganized Company, cause to be prepared and delivered to the Members, in a timely fashion after the end of each Fiscal Year, copies of all federal and state income tax returns for the Reorganized Company for such

Fiscal Year, one copy of which shall be timely filed with the appropriate tax authorities. Such returns shall accurately reflect the results of operations of the Reorganized Company for such Fiscal Year. The Manager shall be the Tax Matters Partner of the Reorganized Company and is authorized and required to represent the Reorganized Company (at the expense of the Reorganized Company) in connection with all examinations of the affairs of the Reorganized Company by any federal, state, or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Reorganized Company for professional services and costs associated therewith.

7.7.2 The Tax Matters Partner shall keep all Members fully informed of the progress of any such examination, audit or other proceeding, and any Member shall have the right to participate in such examination, audit or other proceeding. Each Member and former Member agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Manager in connection with the conduct of such proceedings.

7.8 Fiscal Year

The fiscal year of the Reorganized Company for financial, accounting, federal, state and local income tax purposes shall initially be the calendar year (the "Fiscal Year").

8. TRANSFER AND CONVERSION OF COMPANY INTERESTS AND THE ADDITION, SUBSTITUTION AND WITHDRAWAL OF MEMBERS

8.1 Transfer of Membership Interests

8.1.1 The term "transfer", when used in this Article 8 with respect to a Membership Interest, shall include any sale, assignment, offer to sell, encumbrance, gift, pledge, hypothecation, mortgage, exchange, conversion, or other disposition, except that such term shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Reorganized Company.

8.1.2 Except as provided in Section 8.3, no Membership Interest shall be transferred, in whole or in part, except with the approval of the Manager. Any transfer or purported transfer of any Membership Interests not made in accordance with this Article 8 shall be void *ab initio*.

8.1.3 Each Class C Member hereby unconditionally and irrevocably grants to the Class A Members a "Right of First Refusal" to purchase all or any portion of his or her Class C Interests that such Class C Member may propose to transfer in a Proposed Holder Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee. The Class A Members may assign all or part of their Right of First Refusal to the Reorganized Company.

8.1.4 Each Class C Member proposing to make a Proposed Holder Transfer must deliver a Proposed Transfer Notice to the Reorganized Company and the Class A Members not later than forty-five (45) days prior to the anticipated consummation of such Proposed Holder

Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Holder Transfer and the identity of the Prospective Transferee. To exercise the Right of First Refusal under this Section 8.1.4, the Class A Members and/or the Reorganized Company, as applicable, must deliver a Company Notice to the selling Member within fifteen (15) days after delivery of the Proposed Transfer Notice. The Class A Members' or the Reorganized Company's failure to timely deliver a Company Notice shall be deemed a waiver (with respect solely to the portion of the Membership Interest for which a Company Notice is not given) of the Right of First Refusal with respect to the Membership Interest subject to the Proposed Transfer Notice. If the selling Member does not sell or enter into a binding agreement to sell the Membership Interests within thirty (30) days of the expiration of the Reorganized Company's Right of First Refusal, the selling Member shall again afford the Reorganized Company a Right of First Refusal, as described herein, with respect to the Proposed Holder Transfer.

8.1.5 If the consideration proposed to be paid for the Class C Interests is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Manager and as set forth in the Reorganized Company Notice. If the Reorganized Company cannot for any reason pay for the Class C Interests in the same form of non-cash consideration, the Reorganized Company may pay the cash value equivalent thereof, as determined in good faith by the Manager and as set forth in the Reorganized Company Notice. The closing of the purchase of Class C Interests by the Reorganized Company shall take place, and all payments from the Reorganized Company shall have been delivered to the selling Member, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Holder Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

8.2 Drag-Along Right

8.2.1 A "Sale of the Reorganized Company" shall mean a transaction or series of related transactions, to which a person, or a group of related persons, acquires (by sale, merger, consolidation or otherwise) from Members of the Reorganized Company, Membership Interests representing more than fifty percent (50%) of the Membership Interests of the Reorganized Company.

8.2.2 In the event that the Manager and the holders of a majority of the outstanding Class A Interests (the "Selling Members") approve a Sale of the Reorganized Company in writing, specifying that this Section 8.2 shall apply to such transaction, then each Member hereby agrees:

8.2.2.1 to sell the same proportion of Membership Interests held by such Member as being sold by the Selling Members to the person to whom the Selling Members propose to sell their Membership Interests, and on the same terms and conditions as the Selling Members.

8.2.2.2 to execute and deliver all related documentation and take such other action in support of the Sale of the Reorganized Company as shall reasonably be requested by the Manager or the Selling Members in order to carry out the terms and

provisions of this Section 8.2, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related document;

8.2.2.3 not to deposit, and to cause their affiliates not to deposit, except as provided in this Agreement, any Membership Interests of the Reorganized Company owned by such party or affiliate in a voting trust or subject any Membership Interests to any arrangement or agreement with respect to the voting of such Membership Interests, unless specifically requested to do so by the acquirer in connection with the Sale of the Reorganized Company; and

8.2.2.4 to refrain from exercising any dissenters' rights or rights of appraisal under applicable law (if applicable) at any time with respect to such Sale of the Reorganized Company.

8.3 Permitted Transfers

Notwithstanding the foregoing, any Class C Member may transfer his or her Class C Interests by way of gift for estate planning purposes to any member of such Class C Member's immediate family or to any trust for the benefit of any such family member of the Class C Member with ten (10) business days prior notice to the Manager; provided, however, such transfer shall give the transferee only the right to receive distributions, income, gain and loss allocable to such Class C Member's Class C Interests to which such Class C Member would otherwise be entitled, and provided further that the effect of any such transfer shall immediately and automatically (without any further action of any party) be nullified and voided and of no further force or effect (and such rights to receive the economic interests shall automatically be restored in the initial Class C Member owning the Class C Interests) in the event of a subsequent transfer, voluntary or otherwise, of the Class C Interests to which such rights relate.

8.4 No Right to Withdraw

No Member shall have any right to resign or otherwise withdraw from the Reorganized Company without the express prior unanimous approval of the Class A Members.

8.5 Admission of New Members

No additional Members shall be admitted without the unanimous approval of the Class A Members. If such approval is not granted, the transferee of the Membership Interest shall have only the right to receive distributions, and income, gain and loss allocable to such Membership Interest and no other rights under this Agreement.

9. DISSOLUTION AND LIQUIDATION

9.1 Events Causing Dissolution

Subject to the provisions below, the Reorganized Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

9.1.1 The consent in writing to dissolve and wind up the affairs of the Reorganized Company by the Manager.

9.1.2 The sale or other disposition by the Company of all or substantially all of the Company Assets and th collection of all amounts payable to the Company under any promissory notes or other evidence of indebtedness taken by the Company (unless the Members shall elect to distribute such indebtedness to the Members in liquidation) and the satisfaction of contingent liabilities of the Company in connection with such sale or other distribution.

9.1.3 The occurrence of any other event that, under the Act, would cause the dissolution of the Reorganized Company or that would make it unlawful for the business of the Reorganized Company to be continued.

9.2 Distributions Upon Dissolution

9.2.1 Upon the dissolution of the Reorganized Company, the Manager (or any other person or entity responsible for winding up the affairs of the Reorganized Company) shall proceed without any unnecessary delay to sell or otherwise liquidate the Reorganized Company Assets and pay or make due provision for the payment of all debts, liabilities and obligations of the Reorganized Company, in accordance with the Plan.

9.2.2 The Manager (or any other person or entity responsible for winding up the affairs of the Reorganized Company) shall distribute the net liquidation proceeds and any other liquid assets of the Reorganized Company after the payment of all debts, liabilities and obligations of the Reorganized Company (including, without limitation, all amounts owing to a Member under this Agreement or under any agreement between the Reorganized Company and a Member entered into by the Member other than in its capacity as a Member in the Reorganized Company), the payment of expenses of liquidation of the Reorganized Company, and the establishment of a reasonable reserve in an amount estimated by the Manager to be sufficient to pay any amounts reasonably anticipated to be required to be paid by the Reorganized Company which shall be distributed to the Members pro rata, in proportion to the positive balances, if any, in their respective Capital Accounts after all adjustments to Capital Accounts are made through the date of the liquidating distribution.

9.3 Reasonable Time for Winding Up

A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Reorganized Company and the liquidation of its assets in order to minimize any losses otherwise attendant upon such a winding up.

10. MISCELLANEOUS PROVISIONS

10.1 Compliance with Act

Each Member agrees not to take any action or fail to take any action which, considered alone or in the aggregate with other actions or events, would result in the termination of the Reorganized Company under the Act.

10.2 Additional Actions and Documents

Each of the Members hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether before, at or after the closing of the transactions contemplated by this Agreement.

10.3 Notices

All notices, demands, requests or other communications which may be or are required to be given, served, or sent by a Member pursuant to this Agreement shall be in writing and shall be hand delivered (including delivery by courier), mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission, addressed to the address set forth on Exhibit A.

Each Member may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with an affidavit of personal delivery, the return receipt, the delivery receipt, or (with respect to a facsimile) the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10.4 Severability

The invalidity of any one or more provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement shall not affect the remaining portions of this Agreement or any such other agreement or instrument or any part thereof, all of which are inserted conditionally on their being held valid in law; and in the event that one or more of the provisions contained herein or therein should be invalid, or should operate to render this Agreement or any such other agreement or instrument invalid, this Agreement and such other agreements and instruments shall be construed as if such invalid provisions had not been inserted.

10.5 Survival

It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties and indemnities made in this Agreement shall survive the execution and delivery of this Agreement.

10.6 Waivers

Neither the waiver by the Reorganized Company or a Member of a breach of or a default under any of the provisions of this Agreement, nor the failure of the Reorganized Company or a Member, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, remedies or privileges hereunder.

10.7 Exercise of Rights

No failure or delay on the part of a Member or the Reorganized Company in exercising any right, power or privilege hereunder and no course of dealing between the Members or between a Member and the Reorganized Company shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Reorganized Company would otherwise have at law or in equity or otherwise.

10.8 Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, devises, executors, administrators, legal representatives, successors and assigns.

10.9 Limitation on Benefits of this Agreement

It is the explicit intention of the Members that no person or entity other than the Members and the Reorganized Company is or shall be entitled to bring any action to enforce any provision of this Agreement against any Member or the Reorganized Company, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder), and the Reorganized Company.

10.10 Amendment Procedure

Any amendment or modification to this Agreement may be made upon the written consent of all Class A Members and in accordance with the Plan, changes in the name or contact information set forth on Exhibit A for a Member, upon request from any such Member.

10.11 Entire Agreement

This Agreement (including the Schedules hereto) contains the entire agreement between the Members with respect to the matters contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein and therein.

10.12 Pronouns

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

10.13 Headings

Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

10.14 Governing Law and Venue

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof), and any and all actions brought to interpret or enforce this Agreement or the rights of the Reorganized Company or of any Member hereunder shall be brought only in state courts in the State of Colorado or federal courts located in the City and County of Denver, provided, however, that until Final Payment is made, section [ ] of the Plan shall be controlling as to all matters addressed by this Section 10.14. Each Member and every other person claiming rights on behalf of or through a Member, or as an assignee, transferee, successor, representative, of any such Member consents to venue and jurisdiction in such state and federal courts as dictated by Section [ ] of the Plan or this Section 10.14, as the case may be, and to service of process under Colorado statutes in any action commenced to enforce or interpret this Agreement.

10.15 Execution in Counterparts

To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

[*signature page follows*]

IN WITNESS WHEREOF, the undersigned Class A Members have duly executed this Amended and Restated Limited Liability Company Agreement, or have caused this Amended and Restated Limited Liability Company Agreement to be duly executed on their behalf, as of the day and year first hereinabove set forth.

CLASS A MEMBERS

_____
Margaret Sue Allon

BHC Allonhill, LLC

By:_____
Name:
Title:

THE LIMITED LIABILITY COMPANY INTERESTS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER APPLICABLE STATE SECURITIES LAWS (THE "STATE ACTS"), AND MAY BE OFFERED OR SOLD BY A PURCHASER OF THE LIMITED LIABILITY COMPANY INTERESTS ONLY (1) UPON REGISTRATION OF THE LIMITED LIABILITY COMPANY INTERESTS UNDER THE ACT AND THE STATE ACTS OR PURSUANT TO AN EXEMPTION THEREFROM, AND (2) AFTER COMPLIANCE WITH ALL RESTRICTIONS ON TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS IMPOSED BY THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) THE PROVISIONS OF SECTION 8.

* * * * *

LIMITED LIABILITY COMPANY AGREEMENT

OF

REORGANIZED ALLONHILL, LLC

as of [_____], 2016

Exhibit A - Amended and Restated as of April 10, 2013

Member Name and Address	**Type of Membership Interest:**	**Initial Capital Contribution**	**Sharing Ratio**	**Deemed Capital Contribution**	**Hurdle Amount**
Margaret Sue Allon	Class A	$2,762,160	51%*	$2,762,160	$0
BHC Allonhill, LLC	Class A	$2,653,840	49%*	$2,653,840	$0
Diana Mead	Class C	$0	As set forth in Award Agreement**	$0	$5,416,000
Dan Gallery	Class C [converted from Class B]	$0	As set forth in Award Agreement	$0	$5,416,000
John Andriola	Class C	$0	As set forth in Award Agreement	$0	$5,416,000
David Kaplan	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Lorie Helms	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Abram Spohn	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Nick Lazzara	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Mike Margolf	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Carey Willson	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Brian Sherman	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
David Schiffmayer	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Dawn Holdren	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Eric Knab	Class C	$0	As set forth in Award Agreement	$0	$15,000,000

Joe Sueper	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Jane Watson	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
John Wadle	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Kim Schiffbauer	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Margaret Kronmueller	Class C	$0	As set forth in Award Agreement	$0	$15,000,000
Samuel Reid	Class C	$0	As set forth in Award Agreement	$0	$15,000,000

Amended by Manager as of January 15, 2014.

By: _____

Name: Margaret Sue Allon
Title: Manager

*Subject to outstanding Class C Interests

**The term Award Agreement means the Restricted Membership Interest Agreement, a form of which is annexed hereto, and as referred to in the Amended and Restated LLC Agreement of the Pre-petition Company, dated as of March 18, 2013.

ALLONHILL, LLC

RESTRICTED MEMBERSHIP INTEREST AGREEMENT

Restricted Membership Interest

This is a grant of a Class C Interest in the amount set forth on the cover sheet, at the Purchase Price set forth on the cover sheet, and subject to the vesting conditions described below. You agree to pay the Purchase Price for the Restricted Membership Interest concurrent with your execution of this agreement.

Issuance and Vesting

The Company will issue your Class C Interest in your name as of the Grant Date.

Provided that you remain in Service, your right to the Class C Interest under this Restricted Membership Interest grant vests as follows:

Vest Date	**Membership Interest Vested**
March 31, 2013	**.0625%**
June 30, 2013	**.0625%**
September 30, 2013	**.0625%**
December 31, 2013	**.0625%**
March 31, 2014	**.0625%**
June 30, 2014	**.0625%**
September 30, 2014	**.0625%**
December 31, 2014	**.0625%**
March 31, 2015	**.0625%**
June 30, 2015	**.0625%**
September 30, 2015	**.0625%**
December 31, 2015	**.0625%**
March 31, 2016	**.0625%**
June 30, 2016	**.0625%**
September 30, 2016	**.0625%**
December 31, 2016	**.0625%**
	100%

Unless otherwise provided in the LLC Agreement, no additional percentage of the Class C Interest will vest after your Service has terminated for any reason.

Nontransferability

As defined in the LLC Agreement.

Forfeiture of Membership Interest

As defined in the LLC Agreement.

Forfeiture of Non-vested Membership

As defined in the LLC Agreement.

Interest

Acceleration of Vesting As defined in the LLC Agreement.

Leaves of Absence For purposes of this grant, your Service does not terminate when you go on a *bona fide* employee leave of absence that was approved by the Manager in writing. Your Service terminates in any event when the approved leave ends unless you immediately return to active employee work.

The Manager determines, in its sole discretion, which leaves count for this purpose, and when your Service terminates for all purposes under the LLC Agreement.

Withholding Taxes You agree, as a condition of this grant, that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the vesting of the Class C Interest acquired under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to the vesting of the Class C Interest arising from this grant, the Company shall have the right to require such payments from you, or withhold such amounts from other payments due to you from the Company.

Code Section 83(b) Election Under Section 83 of the Internal Revenue Code of 1986, as amended (the "Code"), the difference between the Purchase Price paid for the Class C Interest and its Fair Market Value on the date any forfeiture restrictions applicable to such Membership Interest lapse will be reportable as ordinary income at that time. For this purpose, "forfeiture restrictions" include the Manager's repurchase right as to the non-vested portion of the Class C Interest and the forfeiture provisions relating termination of Service, each as described above. As required by the LLC Agreement, you are required to elect to be taxed at the time the Class C Interest is acquired rather than when such Class C Interest ceases to be subject to such forfeiture restrictions by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the Grant Date. No tax payment will have to be made to the extent the Purchase Price is at least equal to the Fair Market Value of the Class C Interest on the Grant Date. The form for making this election is attached as Exhibit A hereto.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES

TO MAKE THIS FILING ON YOUR BEHALF.

Market Stand-off Agreement

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, including the Company's initial public offering, you agree not to sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or agree to engage in any of the foregoing transactions with respect to any vested Class C Interest without the prior written consent of the Company or its underwriters, for such period of time after the effective date of such registration statement as may be requested by the Company or the underwriters (not to exceed 180 days in length).

Retention Rights

This Agreement does not give you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your Service at any time and for any reason.

Membership Interest Rights

Your Class C Interest will represent a profits-only interest in the Company and you will be subject to all of the terms and conditions of the LLC Agreement applicable to a Class C Member. Any distributions you receive as a result of any split, dividend, combination or other similar transaction shall be deemed to be a part of the Class C Interest and subject to the same conditions and restrictions applicable thereto.

Adjustments

In the event of a split or a similar change in the Class C Interest, the Class C Interest covered by this grant may be adjusted (and rounded down to the nearest whole number). Your Class C Interest shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.

Legends

If and to the extent that the Class C Interest is represented by a certificate rather than book entry, the certificate representing the Class C Interest under this grant shall, where applicable, have endorsed thereon the following legends:

"THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OPTIONS TO PURCHASE SUCH MEMBERSHIP INTEREST SET FORTH IN AGREEMENTS BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR HIS OR HER PREDECESSOR IN INTEREST. COPIES OF SUCH AGREEMENTS ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE

	SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE." "THE MEMBERSHIP INTEREST REPRESENTED HEREBY HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION OR QUALIFICATION THEREOF UNDER SUCH ACT AND SUCH APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES LAWS OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED."
Applicable Law	This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
LLC Agreement	The text of the LLC Agreement is incorporated in this Agreement by reference. Certain capitalized terms used in this Agreement are defined in the LLC Agreement, and have the meaning set forth in the LLC Agreement. This Agreement and the LLC Agreement constitute the entire understanding between you and the Company regarding this grant of Class C Interest. Any prior agreements, commitments or negotiations concerning this grant are superseded.
Other Agreements	You agree, as a condition of this grant of Class C Interest, that if requested you will execute an addendum to the LLC Agreement and such other document(s) as necessary to become bound by the provisions of the LLC Agreement or any voting trust or other agreement among the members of the Company as the Company may require.

By signing the cover sheet of this Agreement, you agree to all of the terms and conditions described above and in the LLC Agreement.

EXHIBIT A
ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and social security number of the undersigned:

   Name:_____

   Address:_____

   Social Security No.: _____

2. Description of property with respect to which the election is being made:

   Class C Non-Voting Membership Interest of Allonhill, LLC, a Delaware limited liability company, (the "Company") corresponding to a [ ] Sharing Ratio, as defined in the Company's Amended and Restated Limited Liability Company Agreement dated March 18, 2013.

3. The date on which the property was transferred is [ ].

4. The taxable year to which this election relates is calendar year [ ].

5. Nature of restrictions to which the property is subject:

   The Class C Non-Voting Membership Interest is subject to the provisions of a Restricted Membership Interest Agreement between the undersigned and the Company. The Class C Non-Voting Membership Interest is subject to forfeiture under the terms of the Restricted Membership Interest Agreement.

6. The fair market value of the property at the time of transfer (determined without regard to any lapse restriction) was [ ].

7. The amount paid by taxpayer for the property was [ ].

8. A copy of this statement has been furnished to the Company.

Dated: _____, 20__

_____
Taxpayer's Signature

_____
Taxpayer's Printed Name

PROCEDURES FOR MAKING ELECTION
UNDER INTERNAL REVENUE CODE SECTION 83(b)

The following procedures **must** be followed with respect to the attached form for making an election under Internal Revenue Code section 83(b) in order for the election to be effective:[1]

1. You must file one copy of the completed election form with the IRS Service Center where you file your federal income tax returns within 30 days after the Grant Date of your Class C Interest.

2. At the same time you file the election form with the IRS, you must also give a copy of the election form to the Secretary of the Company.

3. You must file another copy of the election form with your federal income tax return (generally, Form 1040) for the taxable year in which the Class C Interest is transferred to you.

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1 You are advised to consult your tax advisor about your election.

EXHIBIT D

FORM OF REORGANIZED DEBTOR NOTICE OF INTENTION TO TERMINATE DISBURSEMENT ACCOUNT

[DATE]

Alfred T. Guiliano
Guiliano, Miller & Company
Berlin Business Park
140 Bradford Drive
West Berlin, New Jersey 08091

Re: Notice of Intention to Terminate Disbursement Account, pursuant to section 5.20 of the Third Amended Plan of Reorganization of Allonhill, LLC (the "Plan").

We refer to Section 5.20(a) of the Plan, and hereby give you notice of our intention to terminate the disbursement account that was established pursuant to the Plan. We hereby certify that all Allowed Claims of Creditors have been paid in full in accordance with the terms of the Plan.

Please deliver the remaining balance of the Disbursement Account to or for the account of the Person or entity named below at the address specified below upon the completion of the five (5) to fifteen (15) Business Day period that you may designate pursuant to a Termination Notice as described in Section 5.20(b) of the Plan following your receipt of this notice, but no later than 30 days following this Notice of Intention:

[SPECIFY DESIGNEE AND ADDRESS]

Please take notice that a copy of this Notice of Intention is being sent simultaneously to the Office of the U.S. Trustee for the District of Delaware.

Very truly yours,

ALLONHILL, LLC, as Reorganized Debtor

By:_____
Name:
Title

cc: Office of the U.S. Trustee

EXHIBIT E

FORM OF REORGANIZED DEBTOR DISBURSEMENT ACCOUNT

WITHDRAWAL NOTICE

[DATE]

Alfred T. Guiliano
Guiliano, Miller & Company
Berlin Business Park
140 Bradford Drive
West Berlin, New Jersey 08091

Re: Disbursement Account Withdrawal Notice, pursuant to section 5.17(b) of the Third Amended Plan of Reorganization of Allonhill, LLC (the "Plan").

We refer to Section 5.17(b) of the Plan, and hereby give you notice, and request your countersignature, of the following withdrawal(s) from the disbursement account that was established pursuant to the Plan:

AMOUNT	DESIGNEE & INSTRUCTIONS/ADDRESS
[$ AMOUNT]	[SPECIFY DESIGNEE AND ADDRESS]
[$ AMOUNT]	[SPECIFY DESIGNEE AND ADDRESS]

. We hereby certify that amounts withdrawn in accordance with this request will be used to pay professional fees and expenses as permitted by the Plan, and that such professional fees and expenses have been noticed in accordance with section 11.02(b) of the Plan and no timely objection has been made.

Upon your countersignature, please disburse the withdrawn funds in the amounts and to the respective designees stated above.

Very truly yours,

ALLONHILL, LLC, as Reorganized Debtor

By:_____
Name:
Title

cc: Office of the U.S. Trustee

EXHIBIT F

FORM OF DISBURSING AGENT NOTICE TERMINATION

OF DISBURSEMENT ACCOUNT

Alfred T. Guiliano
Guiliano, Miller & Company
Berlin Business Park
140 Bradford Drive
West Berlin, New Jersey 08091

[DATE]

Allonhill, LLC, as Reorganized Debtor
1200 17th Street, Suite 880
Denver, Colorado 80202

Re: Notice of Termination of\e Disbursement Account, pursuant to section 5.20 of the Third Amended Plan of Reorganization of Allonhill, LLC (the "Plan").

I refer to Section 5.20(b) of the Plan, and hereby give you notice that the disbursement account that was established pursuant to the Plan will terminate as of [DATE]. I have confirmed that all Allowed Claims of Creditors have been paid in full in accordance with the terms of the Plan.

The remaining balance of the Disbursement Account will be delivered pursuant to the instructions stated in your Notice of Intention dated [DATE], on or about [DATE].

Please take notice that a copy of this Notice of Termination is being sent simultaneously to the Office of the U.S. Trustee for the District of Delaware.

Very truly yours,

_____
Alfred T. Guiliano, Disbursing Agent

cc: Office of the U.S. Trustee

EXHIBIT G

Schedule of Executory Contracts to be Assumed and/or Assumed and Assigned

To be assumed and assigned to Stewart:

Master Services Agreement between Allon Hill, LLC and BankUnited dated as of November 5th, 2009, as amended on November 4, 2010

CenturyLink Total Advantage Agreement – Option Z between Qwest Communications Company, LLC d/b/a CenturyLink QCC and AllonHill, LLC dated as of January 12, 2013

Master Services Agreement between Allonhill, LLC and DLJ Mortgage Capital, Inc. dated as of June 22, 2010

Enterprise Agreement between Allonhill, LLC and Microsoft Licensing GP, LLC dated as of December 28, 2012

Service Agreement between Pro-Teck Services, Ltd. and Allonhill, LLC dated as of October 3, 2011, as amended January 1, 2012 and January 1, 2013

Software License and Hosting Agreement between Tenrox, Inc. and Allonhill, LLC dated as of August 31, 2010

FMV Lease Agreement between Allonhill, LLC and Toshiba Financial Services dated as of October 31, 2011

To be assumed:

Master Services Agreement between Allonhill, LLC and Braddock Financial Corporation dates as of September 1, 2013

Statement of Work between Complete Discovery Source, Inc. and Allonhill, LLC dated as of October 23, 2012

Statement of Work between Complete Discovery Source, Inc. and Allonhill, LLC dated as of January 9th, 2013

Consulting Services Agreement between Computer Network Technology Group, Inc. a/k/a CNT Group, Inc. and Allon Financial dated as of November 3, 2008

Engagement Letter between Allonhill, LLC and Davis and Ceriani, P.C. dated as of October 15, 2012

Agreement for Legal Services between Allonhill, LLC and Husch Blackwell LLP dated as of November 19, 2014

Agreement for Provision of Legal Services between Allonhill and Williams & Connolly, LLP dated as of May 11, 2012

Coverage due to the Debtor under XL Specialty Insurance Co. Professional Liability (Run Off Tail endorsement) Policy, No. ELU12904913

EXHIBIT H

Non-exclusive Schedule of Retained Causes of Action

Claims against Stewart Lenders Services, Inc. under sections 544, 547, 558 and 553 of Title 11 of the United States Code and state fraudulent transfer laws..

Claims against Stewart Lenders Services, Inc. under or related to Asset Purchase Agreement by and between Stewart Lenders Services, Inc. and Allonhill, LLC, dated as of August 28, 2013, as amended, including, but not limited to, claims for breach of contract, fraud and fraudulent transfer.

Litigation of claims asserted in the case styled *Allonhill, LLC v. Aurora Bank, FSB* (Case No. 12CV6381), filed in and decided by the District Court for the City and County of Denver, including litigation of appeals of the judgment, findings of fact and conclusions of law rendered in the case.

EXHIBIT I

ACKNOWLEDGEMENT AGREEMENT

This agreement (the "Acknowledgment Agreement"), having been made this [ ] day of [ ], 2016, by Margaret Sue Allon, Harvey B. Allon and BHC Allonhill, LLC, in furtherance of the Third Amended Plan of Reorganization (the "Plan") of Allonhill, LLC (the "Debtor"), and each of the parties having reviewed and considered the terms of the Plan, and

WHEREAS, the Debtor filed a voluntary petition for relief under title 11 of chapter 11 on March 26, 2014 with the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and commenced a case under chapter 11 (the "Bankruptcy Case"); and

WHEREAS, the Plan was confirmed on [DATE] by the issuance by the Bankruptcy Court for the District of Delaware of its *Order Confirming the Third Amended Plan of Reorganization of Allonhill, LLC*; and

WHEREAS, the Plan provides for the issuance of releases of the parties hereto upon the satisfaction of certain conditions, including the making of this Acknowledgment Agreement,

NOW, THEREFORE, in consideration of the terms of the Plan, including the releases granted therein, the sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Each of the Parties hereto shall be bound by the terms of the Plan and shall act in accordance with the terms of the Plan.

2. Each of the Parties hereto irrevocably and unconditionally:

a) submits for itself and for any property that is subject to the Bankruptcy Case, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Bankruptcy Court and appellate courts having jurisdiction of appeals from the foregoing court, and agrees that all claims in respect of any such action relating to itself or any such property shall be heard and finally determined in and by the Bankruptcy Court or, to the extent permitted by law, in such appellate courts;

b) consents that any such action may and shall be brought exclusively in the Bankruptcy Court (and such appellate courts) at such time as permitted under applicable statutes of limitations and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such action in any such court or that such action was brought in an inconvenient forum, and agrees not to plead or claim the same;

c) waives all right to trial by jury in any action (whether based on contract, tort or otherwise) arising out of or relating to the Bankruptcy Case;

d) agrees that service of process in any such action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to counsel for such Party at the following addresses:

3. The Parties have entered into this Agreement freely and voluntarily, after having consulted with counsel. The Parties appreciate and understand the terms contained in this Agreement and are fully satisfied therewith.

4. This Agreement may be executed in counterparts (including by facsimile, pdf or other electronic signature), each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed under the laws of the United States of America, including the United States Bankruptcy Code, where applicable, and otherwise under the law of the State of Colorado, without regard to any otherwise applicable principles of conflict of law rules.

[signatures begin on next page]

IN WITNESS WHEREOF, the undersigned Parties, by their respective authorized counsel, to hereby execute this Agreement as of the day and date first set forth above.

_____
Margaret Sue Allon

_____
Harvey B. Allon

BHC Allonhill, LLC

By:_____
Name:
Title: