

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

ALLONHILL, LLC,

Debtor.

Chapter 11

Case No. 14-10663 (KG)

**Related D.I.: 464, 465, 490, 507, 508, 511, 512,
513, 535, 538, 545, 547, 548**

**NOTICE OF FILING OF REVISED EXHIBIT TO THIRD AMENDED
DISCLOSURE STATEMENT**

PLEASE TAKE NOTICE THAT on August 17, 2015, the above-captioned debtor (the “**Debtor**”) filed (1) the *Disclosure Statement in Support of Chapter 11 Plan of Reorganization for Allonhill, LLC* [D.I. 465] (the “**Disclosure Statement**”), and (2) the *Chapter 11 Plan of Reorganization for Allonhill, LLC* [D.I. 464] (the “**Plan**”); on August 26, 2015, the Debtor filed the *Motion of the Debtor for Order (I) Approving the Disclosure Statement, (II) Establishing Solicitation, Voting and Tabulation Procedures, (III) Appointing a Voting Agent, and (IV) Scheduling a Confirmation Hearing and Approving the Form and Manner of Notice Thereof* [D.I. 481] (the “**Motion**”), which included a proposed form of order attached as Exhibit A to the Motion (the “**Original Solicitation Order**”).

PLEASE TAKE FURTHER NOTICE THAT on October 2, 2015, the Debtor filed (1) the *First Amended Disclosure Statement in Support of First Amended Chapter 11 Plan of Reorganization for Allonhill, LLC* [D.I. 511] (the “**Amended Disclosure Statement**”), (2) the *First Amended Chapter 11 Plan of Reorganization for Allonhill, LLC* [D.I. 507] (the “**Amended Plan**”), (3) a blackline comparing the Amended Plan to the Plan [D.I. 508], (4) a blackline comparing the Amended Disclosure Statement to the Disclosure Statement [D.I. 512]; and (5) the *Notice of Filing of Amended Proposed Order*

(I) Approving the Disclosure Statement, (II) Establishing Solicitation, Voting and Tabulation Procedures, (III) Appointing a Voting Agent, and (IV) Scheduling a Confirmation Hearing and Approving the Form and Manner of Notice Thereof [D.I. 513], which attached an amended version of the Original Solicitation Order (as amended, the “**First Amended Solicitation Order**”). The Debtor filed certain exhibits with the Amended Disclosure Statement (the “**Original Disclosure Statement Exhibits**”).

PLEASE TAKE FURTHER NOTICE THAT on October 21, 2015, the Debtor filed that certain *Notice of Filing of Blacklines of Second Amended Plan, Second Amended Disclosure Statement, and Second Amended Solicitation Order* [D.I. 535], which contained blacklines reflecting the changes from the Amended Disclosure Statement (as further amended, the “**Second Amended Disclosure Statement**”); Amended Plan and the First Amended Solicitation Order.

PLEASE TAKE FURTHER NOTICE THAT on October 22, 2015, the Debtor filed that certain *Notice of Filing of Second Amended Disclosure Statement in support of Second Amended Plan of Reorganization of Allonhill, LLC and Revised Exhibits Thereto* [D.I. 538], which attached the Second Amended Disclosure Statement and the exhibits to the Second Amended Disclosure Statement (the revised Exhibit B to the Second Amended Disclosure Statement hereafter referred to as “**DS Exhibit B**”).

PLEASE TAKE FURTHER NOTICE THAT on October 23, 2015, the Court held a hearing regarding the adequacy of the Second Amended Disclosure Statement and the Motion. Following those proceedings and the Court’s advisement, counsel for the Debtor and Aurora Commercial Corporation, f/k/a Aurora Bank FSB, XL Insurance Company, Stewart Lender Services, Inc., and the Office of the United States Trustee

agreed to discuss and submit under certification of counsel a revised form of order for the Motion (the “**Third Amended Solicitation Order**”).

PLEASE TAKE FURTHER NOTICE THAT on November 3, 2015, the Court entered the Third Amended Solicitation Order [D.I. 545].

PLEASE TAKE FURTHER NOTICE THAT also on November 3, 2015, the Debtor filed (1) the *Third Amended Disclosure Statement* [D.I. 547] (the “**Third Amended Disclosure Statement**”) and (2) a blackline comparing the Second Amended Disclosure Statement to the Third Amended Disclosure Statement [D.I. 548].

PLEASE TAKE FURTHER NOTICE THAT a further revised DS Exhibit B is attached here as **Exhibit 1**. This further revised DS Exhibit B replaces the previously filed DS Exhibit B. A blackline showing the changes made to DS Exhibit B is attached hereto as **Exhibit 2**.

[signature page follows]

Dated: November 3, 2015
Wilmington, Delaware

BAYARD, P.A.

/s/ Evan T. Miller

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*Counsel to the Debtor and Debtor in
Possession*

Exhibit 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ALLONHILL, LLC,

Debtor.

Chapter 11

Case No. 14-10663 (KG)

**GLOSSARY OF DEFINED TERMS CONTAINED IN
THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION
OF ALLONHILL, LLC
AND
THIRD AMENDED DISCLOSURE STATEMENT IN SUPPORT OF SECOND
AMENDED PLAN OF REORGANIZATION OF ALLONHILL, LLC**

1.1 “Administrative Claim” means a Claim for any costs or expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, for: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the businesses of the Debtor; (b) any payment to be made under the Plan to cure a default on an assumed Executory Contract or assumed Unexpired Lease; (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business; (d) any Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order under section 546(c)(2)(A) of the Bankruptcy Code; (e) any Allowed Claims of Professionals in the Chapter 11 Case; and (f) any fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

1.2 “Administrative Claims Bar Date” means the deadline for filing all requests for payment of Administrative Claims, which shall be forty-five days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Fee Claims, which shall be 60 days after the Effective Date.

1.3 “Administrative Claims Reserve” means the reserve of Cash established and maintained by the Debtor and Reorganized Debtor to pay Allowed Administrative Claims, including Claims under section 503(b)(9) of the Bankruptcy Code and all Claims for rent under section 503(b) of the Bankruptcy Code and lease payments under section 365(d)(5) of the Bankruptcy Code.

1.4 “Administrative Expense Request” means a request for the payment of an Administrative Claim.

1.5 “Affiliate” means “affiliate” as defined in section 101(2) of the Bankruptcy Code.

1.6 “Allowed” means with respect to any Claim (including any Administrative Claim) or portion thereof (to the extent such Claim is not Disputed or Disallowed) or any Interest (a) any Claim or Interest, proof of which: (i) was timely Filed with the Bankruptcy Court or its duly appointed claims agent, (ii) was deemed timely Filed pursuant to section 1111(a) of the Bankruptcy Code, (iii) by a Final Order was not required to be Filed; (b) any Claim or Interest that has been, or hereafter is, listed in the Schedules as liquidated in an amount other than zero or unknown and not Disputed or Contingent (or as to which the applicable Proof of Claim has been withdrawn or Disallowed); and (c) any Claim or Interest which has been allowed (whether in whole or in part) by a Final Order (but only to the extent so allowed), and, in (a), (b) and (c) above, as to which no objection to the allowance thereof, or action to subordinate, avoid, classify, reclassify, expunge, estimate or otherwise limit recovery with respect thereto, has been Filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order; (d) any Claim or Interest allowed under or pursuant to the terms of the Plan; (e) any Claim arising from the recovery of property under sections 550 or 553 of the Bankruptcy Code which has been

allowed in accordance with section 503(h) of the Bankruptcy Code; (f) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law; or (g) which is a Professional Claim for which a fee award amount has been approved by order of the Bankruptcy Court; provided, however, that Claims or Interests allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed” hereunder.

1.7 “Allowed Claim” means an Allowed Claim of the particular type or Class described.

1.8 “Allowed __ Claim” means, with respect to any specified Class or type of Claim, whether classified or unclassified, that the referenced Claim is an Allowed Claim.

1.9 “Aurora” means Aurora Commercial Corporation, f/k/a Aurora F.S.B., formerly a “savings association” within the meaning of 12 U.S.C. §§ 1462(4) and 1813(b), that was chartered by the Office of the Controller of Currency of the United States.

1.10 “Aurora Appeal” means litigation in the Colorado Court of Appeals, the Aurora Judgment.

1.11 “Aurora Contract” means engagement letter agreement entered into between the Debtor and Aurora Commercial Corporation, f/k/a Aurora F.S.B.

1.12 “Aurora Judgment” means the judgment against Allonhill, LLC in favor of Aurora Commercial Corporation f/k/a Aurora F.S.B. in the amount of \$25,845,329.00 plus prejudgment interest in the amount of \$4,304,899.07.

1.13 “Aurora Litigation” means *Allonhill, LLC v. Aurora Bank, FSB* (Case No. 12CV6381) in the District Court for the City and County of Denver, Colorado, and any related proceedings in appellate courts of the State of Colorado or the United States.

1.14 “Avoidance Actions” means any and all Causes of Action (other than those which are released or dismissed as part of and pursuant to the Plan) which a trustee, debtor-in-possession, the estate or other appropriate party in interest may assert under sections 502(d), 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code or under related state or federal statutes and common law, including, without limitation, fraudulent transfer laws (whether or not litigation is commenced to prosecute such Causes of Action) and including the Debtor’s rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted.

1.15 “Avoidance Action Limitations Period” means the date specified in section 546(a) of the Bankruptcy Code, as may be amended from time to time, on which

the time to commence actions under Bankruptcy Code sections 544, 547, 548 and 553 expires.

1.16 “Ballot” means each of the ballot forms, other than a master ballot form, distributed to each Holder of a Claim or Interest entitled to vote to accept or reject this Plan.

1.17 “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case.

1.18 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Case or any aspect thereof.

1.19 “Bankruptcy Rules” means (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Bankruptcy Practice and Procedure for the Bankruptcy Court, and (iv) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case or proceedings therein, as the case may be.

1.20 “Bar Date” means January 20, 2015, the date set by the Bankruptcy Court as the last day for Filing a Proof of Claim or Proof of Interest against the Debtor in the Chapter 11 Case.

1.21 “BHC” means BHC Allonhill, LLC, a Delaware limited liability company.

1.22 “Braddock” means Braddock Financial Corporation.

1.23 “Business Day” means any day, excluding Saturdays, Sundays, or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in Wilmington, Delaware.

1.24 “Cash or \$” means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

1.25 “Causes of Action” means any and all actions, causes of action, Claims, rights, defenses, liabilities, obligations, executions, choses in action, controversies, rights (including rights to legal remedies, rights to equitable remedies, rights to payment), suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims whatsoever, whether known or unknown, reduced to judgment or not

reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, choate or inchoate, existing or hereafter arising, suspected or unsuspected, foreseen or unforeseen, and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, based on whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date; and, for avoidance of doubt, includes, but is not limited to, Avoidance Actions, Litigation Rights and actions belonging to the Debtor or the Estate to recover on or under any contract, including for breach, indemnification or any other damages, to recover damages and losses due to torts or fraud (in all cases, regardless of intent) or to recover damages, losses and/or amounts due under any statute, regulation, act or law (whether legislative, judicially-made or agency- or regulator-promulgated) of any State or the United States. Any reference to Cause of Action shall include all of the above-specified items.

1.26 “Chapter 11 Case” means chapter 11 case number 14-10663 (KG) commenced by the Debtor in the Bankruptcy Court.

1.27 “Claim” means any “claim” against the Debtor as defined in Bankruptcy Code section 101(5).

1.28 “Claims Objection Bar Date” means the date that is one hundred and eighty (180) days after the Effective Date or such later date as may be extended by order of the Bankruptcy Court.

1.29 “Class” means a category of Holders of Claims or Interests in the Debtor pursuant to section 1122(a) of the Bankruptcy Code, as described in Articles II and III of the Plan.

1.30 “Class A Interests” means voting interest of certain holders of Class A membership interests in the Debtor.

1.31 “Class C Interests” means non-voting interests of certain holders of Class C membership interests in the Debtor.

1.32 “COD” means cancellation of indebtedness.

1.33 “Collateral” means any property or interest in property of the Estate which shall be subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, including the Class 5 Collateral.

1.34 “Colorado Court” means the District Court for the City and County of Denver, Colorado, and, as the case may be or context requires, such superior courts of the State of Colorado as may have jurisdiction over appeals of decisions and judgments rendered in the Aurora Litigation.

1.35 “Colorado Decision” means the Findings of Fact, Conclusions of Law and Order of the Colorado Court issued in March 2014.

1.36 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Case, subject to all conditions specified having been (a) satisfied, or (b) waived.

1.37 “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

1.38 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.39 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

1.40 “Consent Order” means Consent Order No.: NE-11-16 issued by federal banking regulator, the Office of Thrift Supervision (OTS).

1.41 “Consummation” means the occurrence of the Effective Date as set forth in the Plan.

1.42 “Contingent” means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.43 “Contribution” means \$150,000 to be paid to the Debtor by the Debtor’s Principals as a condition, and upon acceptance of the sufficiency of the releases, injunctions and exculpations to be granted by this Plan on the Effective Date.

1.44 “Court of Appeals” means the Colorado Court of Appeals.

1.45 “Creditor” means any Holder of a Claim.

1.46 “Cure” means the Distribution of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, pursuant to Bankruptcy Code section 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.47 “Debtor” has the meaning ascribed to it in the Introduction to this Plan.

1.48 “Debtor’s Principals” means Margaret Sue Allon, BHC Allonhill, LLC and Harvey B. Allon.

1.49 “Direct Contractual Obligation” means an obligation under a written and enforceable contract to take or to refrain from taking prospective action, other than to

pay money, non-compliance with which would cause material damage or loss to the other contract party, or give rise to rights of indemnification under the contract, and for avoidance of doubt, shall include the obligations of the Debtor set forth in sections 6.1 and 6.3 of Article VI of, and in Article IX of, the SLS APA.

1.50 “Disallowed” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtor, in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a Proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any Proof of Claim or Proof of Interest; (vi) is evidenced by a Proof of Claim or a Proof of Interest which has been Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such Proof of Claim or Proof of Interest was not timely or properly Filed; (vii) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; (viii) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such Property, for which such Person, Entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code; or (ix) is for reimbursement or contribution that is contingent as of the time of allowance or disallowance of such claim. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

1.51 “Disallowed Claim” means a Claim, or any portion thereof, that is Disallowed.

1.52 “Disallowed Interest” means an Interest, or any portion thereof, that is Disallowed.

1.53 “Disbursing Agent” means the Reorganized Debtor or any Person or Persons designated by the Debtor or the Reorganized Debtor, in its discretion, to serve as disbursing agent under, in accordance with and pursuant to the Plan.

1.54 “Disbursement Procedures” means the processes, procedures, obligations, rights, actions and limitations specified in section 5.16 through and including 5.22 of the Plan.

1.55 “Disclosure Statement” means the disclosure statement for the Plan, as amended, supplemented or modified from time to time, describing the Plan, which is

prepared and distributed in accordance with, among others, sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law.

1.56 “Disputed Claim” means (a) if no Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that is listed on the Debtor’s Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor or Reorganized Debtor or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or (ii) a Claim that is listed on the Debtor’s Schedules as disputed, contingent or unliquidated; or (b) if a Proof of Claim or request for payment of an Administrative Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim for which no corresponding Claim is listed on the Debtor’s Schedules and as to which an objection has been filed; (ii) a Claim for which a corresponding Claim is listed on the Debtor’s Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted in the Proof of Claim varies from the nature and amount of such Claim as it is listed on the Schedules; (iii) a Claim for which a corresponding Claim is listed on the Debtor’s Schedules as disputed, contingent or unliquidated; (iv) a Claim for which an objection has been Filed by the Debtor or Reorganized Debtor or, prior to the Confirmation Date, any other party-in-interest, by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or (v) a Claim which asserts it is contingent or unliquidated in whole or in part.

1.57 “Disputed Claim Amount” means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtor or the Reorganized Debtor, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Bankruptcy Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtor or the Reorganized Debtor, as applicable, and the Holder of such Disputed Claim or (ii) the amount estimated by the Bankruptcy Court with respect to such Disputed Claim; or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

1.58 “Disputed Claims Reserve” means the reserve of Cash established and maintained by the Debtor prior to the Effective Date, or the Reorganized Debtor after the Effective Date, to pay Disputed Claims upon allowance by the Bankruptcy Court.

1.59 “Distributable Cash” means all Cash held by the Debtor on the Effective Date or a Distribution Date, (as the case may be) less (i) the Reserves set forth in Section 8.03 of the Plan, and (2) the amount of Cash on hand the Debtor or Reorganized Debtor (as the case may be) is authorized to retain on such date.

1.60 “Distribution” means any distribution pursuant to the Plan to the Holders of Allowed Claims against or Interests in the Debtor.

1.61 “Distribution Date” means, (i) when used with respect to an Allowed Claim or an Allowed Interest, the Initial Distribution Date and any Subsequent Distribution Date upon which a Distribution is made by the Disbursing Agent in accordance with the Plan which is the latest to occur of: (a) the Initial Distribution Date; (b) the date that is ten (10) Business Days after the date after such Claim or Interest becomes an Allowed Claim or an Allowed Interest by a Final Order; or (c) the date that such Claim becomes payable under any agreement between the Debtor and the Holder of such Claim.

1.62 “Distribution Record Date” means the date which is the earlier of 180 days after a final and non-appealable judgment is rendered in the Aurora Litigation or [] years from the Effective Date, the record date for determining entitlement to receive Distributions under the Plan on account of Allowed Claims and/or Allowed Interests and for closing of the claims registers for all Claims pursuant to Section 7.08 of the Plan.

1.63 “Effective Date” means the first Business Day following the date on which all conditions to Consummation set forth in Section 9.02 of the Plan have been satisfied or, if capable of being duly and expressly waived, as provided in Section 9.04 of the Plan, any conditions to the occurrence of consummation set forth in the Plan has been satisfied or waived.

1.64 “Entity” means a Person, estate, trust, governmental unit, and U.S. Trustee, within the meaning of Bankruptcy Code section 101(15).

1.65 “Escrow Agent” shall mean Wells Fargo Bank, N.A., as escrow agent with respect to the SLS Account.

1.66 “Estate” means the estate of the Debtor in the Chapter 11 Case, created pursuant to section 541 of the Bankruptcy Code.

1.67 “Estate Assets” means any and all assets, property, interests and rights of the Estate.

1.68 “Estate Representative” means the Reorganized Debtor and its successors, as appointed by section 5.09(a) of this Plan.

1.69 “Excess Cash” means (i) all cash held by the Debtor on the Effective Date; minus (x) Distributions due under the Plan on the Effective Date, (y) the Reserves set forth in Section 8.03 of the Plan, and (z) the amount of Cash on hand the Debtor is authorized to retain on the Effective Date; plus (v) any funds in the Disputed Claims Reserve at any time after the Effective Date in excess of the Disputed Claims Amount. The Debtor will provide an estimate of Excess Cash and Withheld Excess Cash in the Plan Supplement.

1.70 “Exculpated Parties” means the (a) Debtor; (b) Reorganized Debtor; (c) the Debtor Principals, (d) the Disbursing Agent and (e) each Indemnified Person.

1.71 “Executory Contract” means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.72 “Exhibit Filing Date” means the date on which exhibits to the Plan or the Disclosure Statement shall be Filed with the Bankruptcy Court, which date shall be not later than ten (10) days prior to the Voting Deadline or such later date as may be established by order of the Bankruptcy Court.

1.73 “Face Amount” means (a) when used in reference to a Disputed Claim, the Disputed Claim Amount and (b) when used in reference to an Allowed Claim, the Allowed Claim amount.

1.74 “File, Filed or Filing” means file, filed or filing with the Bankruptcy Court in the Chapter 11 Case; provided, however, that with respect to Proofs of Claim and Proofs of Interest only, “Filed” shall mean delivered and received in the manner provided in any order approving the Bar Date or the Administrative Claims Bar Date.

1.75 “Final Order” means an order, ruling, judgment, the operation or effect of a judgment or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other court of competent jurisdiction which has not been reversed, vacated, stayed, modified or amended and as to which (i) the time to appeal or petition for review, rehearing, certiorari, reargument or retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument or retrial is pending or (ii) any appeal or petition for review, rehearing, certiorari, reargument or retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari, reargument or retrial can be taken or granted; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

1.76 “General Unsecured Claim” means any Unsecured Claim against the Debtor that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Secured Claim or a Common Equity Interest.

1.77 “Hogan” means Hogan Lovells US LLP.

1.78 “Holder” means the legal or beneficial holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

1.79 “IFR” means independent foreclosure review.

1.80 “Impaired” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.81 “Impaired Class” means a Class of Claims or Interests that are Impaired.

1.82 “Indemnification Obligation” means any obligation of the Debtor to indemnify, reimburse, advance expenses or provide contribution to or with respect to any Indemnified Person, pursuant to by-laws, articles of incorporation, agreements, contracts, common law or otherwise, to the extent permitted under applicable state law, as of immediately prior to the Petition Date.

1.83 “Indemnified Person” means all financial advisors, accountants, investment bankers, agents, professionals and representatives of the Debtor as of the Petition Date and through the Effective Date (in each case in his, her or its capacity as such).

1.84 “Initial Distribution Date” means the Effective Date when used with respect to a Claim that is an Allowed Claim or an Allowed Interest as of the Effective Date, or as soon as reasonably practicable after the Effective Date, but in any event not later than ten (10) days after the Effective Date.

1.85 “Insider” shall have the same meaning set forth in section 101(31) of the Bankruptcy Code, 11 U.S.C. § 101(31).

1.86 “Insured Claim” means any Allowed Claim or portion of an Allowed Claim that is insured under the Debtor’s insurance policies, but only to the extent of such coverage.

1.87 “Interest” means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in any other Person including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in any other Person, partnership interests in any other Person’s stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock in any other Person or obligating such other Person to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated “stock” or a similar security.

1.88 “Lien” means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages or hypothecation to secure payment of a debt or performance of an obligation, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind

in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of general unsecured creditors; provided, however, that a lien that has or may be avoided pursuant to any Avoidance Action shall not constitute a lien hereunder.

1.89 “Litigation Rights” means the Causes of Action, including the Aurora Litigation and the SLS Claims, that the Debtor or the Estate may hold against any Person or Entity (except to the extent expressly released under the Plan), including, without limitation, Avoidance Actions (except with respect to the Avoidance Actions, if any, waived under the Plan).

1.90 “Manager” means Margaret Sue Allon, as manager of Allonhill, LLC since June 12, 2008.

1.91 “MOR” means Monthly Operating Report.

1.92 “Mr Allon” means Harvey B. Allon.

1.93 “Ms Allon” means Margaret Sue Allon.

1.94 “New Common LLC Interests” means the common limited liability company interests in the Reorganized Debtor issued by the Reorganized Debtor on the Distribution Date to the Holders of Allowed Class 5 Interests.

1.95 “New Governance Documents” means the (i) the certificate of formation of the Reorganized Debtor substantially in the form set forth in the Plan Supplement, and (ii) the Operating Agreement.

1.96 “New Manager” means the Manager of the Reorganized Debtor, to be appointed as of the Effective Date pursuant to Section 5.05 of the Plan and the Operating Agreement.

1.97 “Notice of Intention” means a notice in substantially the form annexed to the Plan Supplement, given by the Reorganized Debtor to the Disbursing Agent of termination of the Disbursement Account.

1.98 “OCC” means The Office of the Comptroller of the Currency.

1.99 “Old Class C Interests” means any membership interest or share of common stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in the Debtor that existed immediately prior to the Effective Date including the Class A Interests, the Class B Interests and the Class C Interests.

1.100 “Old Class A Interests” means any Class A membership interests or other instrument evidencing Class A membership interests in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise to acquire a Class A membership interest in the Debtor, that existed immediately prior to the Effective Date including the Class C Interests.

1.101 “Old Operating Agreement” means that certain Amended and Restated Limited Liability Company Agreement of Allonhill, LLC, dated March 18, 2013.

1.102 “Operating Agreement” means the limited liability company agreement of the Reorganized Debtor, to be Filed as part of the Plan Supplement, as the same may be amended pursuant to the Plan or otherwise from time to time.

1.103 “Other Priority Claims” means any and all Allowed Claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim.

1.104 “Person” means and includes a natural person, individual, partnership, corporation (as defined in section 101(a) of the Bankruptcy Code), or organization including, without limitation, corporations, limited partnerships, limited liability companies, general partnerships, joint ventures, joint stock companies, trusts, land trusts, business trusts, unincorporated organizations or associations, any ad hoc committee, or other organizations, irrespective of whether they are legal entities, governmental bodies (or any agency, instrumentality or political subdivision thereof), or any other form of legal entities; provided, however, the term “Person” does not include governmental units, except that a governmental unit that (a) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person; (b) is a guarantor of a pension benefit payable by or on behalf of the Debtor or an Affiliate of the Debtor; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered for purposes of section 1102 of the Bankruptcy Code to be a Person with respect to such asset or such benefit.

1.105 “Petition Date” means March 26, 2014, the date on which the Debtor Filed its petition for relief commencing the Chapter 11 Case.

1.106 “Plan” means this plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified or supplemented from time to time including in accordance with any Plan Supplement and the Bankruptcy Code or the Bankruptcy Rules.

1.107 “Plan Proponent” means the Debtor.

1.108 “Plan Supplement” means the supplement to the Plan to be Filed as provided in Section 11.16 of this Plan.

1.109 “Pre-petition Transfers” means certain transfers made by the Debtor to Stewart Lender Services, Inc. prior to the Petition Date.

1.110 “Priority Tax Claim” means any and all Claims of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

1.111 “Professional” means any professional employed in this Chapter 11 Case pursuant to Bankruptcy Code sections 327, 328, or 1103.

1.112 “Professional Fee Claim” means a Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and on or before the Effective Date.

1.113 “Professional Fee Reserve” means the reserve of Cash established and maintained by the Debtor or the Reorganized Debtor to pay Allowed Professional Fee Claims.

1.114 “Proof of Claim” means a proof of claim Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.115 “Proof of Interest” means a proof of interest Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.116 “Pro Rata” means with respect to any Distribution to a Class under the Plan, the ratio (expressed as a percentage) of the amount of an Allowed Claim in such Class to the aggregate amount of all Allowed Claims plus the Disputed Claim Amount of all Disputed Claims in the same Class.

1.117 “Released Claim” or “Released Claims” means from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action (including Litigation Rights and Avoidance Actions), and liabilities whatsoever in connection with or related to the Debtor, the conduct of the Debtor’s business, the Chapter 11 Case, or the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the conduct of the Debtor’s business, the Reorganized Debtor, the Chapter 11 Case, the Disclosure Statement or the Plan, and that may be asserted by or on behalf of the Debtor, the Estate, or the Reorganized Debtor against any of the shareholders, directors, officers, employees or advisors of the Debtor, as of the Petition Date and through the Effective Date, excluding any claims arising from fraud, gross negligence, or willful misconduct, (other than the rights of the Debtor, the Reorganized Debtor or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed or delivered thereunder).

1.118 “Released Third Party Claim” means any and all Claims, Interests, Causes of Action or Avoidance Actions that an Entity that opts in favor of the release set forth in section 11.10(b) hereof would have been legally entitled to assert (whether individually or collectively or directly, indirectly or derivatively, at law, in equity or otherwise), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor’s restructuring, the conduct of the Debtor’s business, the Chapter 11 Case, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Releasee and the Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of fraud, willful misconduct or gross negligence AND other than the rights of the Debtor, the Reorganized Debtor or a Creditor Holding an Allowed Claim to enforce the obligations under the Plan and Avoidance Actions, Litigation Rights and Causes of Action preserved by the Plan, the Confirmation Order and the Plan (and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder).

1.119 “Releasee” has the meaning ascribed to such term in Section 11.10(b) of the Plan.

1.120 “Reinstated” means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the Holder so as to leave such Claim or Interest Unimpaired in accordance with Bankruptcy Code section 1124; or (ii) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Bankruptcy Code section 365(b)(2); (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim or Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish reinstatement.

1.121 “Reorganized Debtor” means the Debtor as reorganized upon the Effective Date pursuant to this Plan including Section 5.12(b) of this Plan.

1.122 “Rule 2004” means Federal Rule of Bankruptcy Procedure 2004.

1.123 “Reorganized Debtor Withdrawal Notice” means a notice in the form provided in the Plan Supplement.

1.124 “Schedules” means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

1.125 “Secured Claim” means a Claim that is secured by a Lien which is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, on property in which the Estate has an interest, or a Claim that is subject to setoff under section 553 of the Bankruptcy Code; to the extent of the value of the Holder’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable; as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code, or in the case of setoff, pursuant to section 553 of the Bankruptcy Code, or in either case as otherwise agreed upon in writing by the Debtor or the Reorganized Debtor and the Holder of such Claim. The amount of any Claim that exceeds the value of the Holder’s interest in the Estate’s interest in property or the amount subject to setoff shall be treated as a General Unsecured Claim.

1.126 “SLS” means Stewart Lenders Services, Inc., a company incorporated in Texas with its registered office at 1980 Post Oak Blvd., Ste. 800, Houston, TX 77056.

1.127 “SLS APA” means the Asset Purchase Agreement dated August 28, 2013 by and between the Debtor and SLS.

1.128 “SLS Claims” means claims held by the Debtor against SLS for amounts due under, related to or in respect of the SLS APA, and includes claims arising from events occurring at any time in relation to the execution of the SLS APA.

1.129 “SLS Escrow” means the escrowed funds in the amount of \$2,000,554.11, together with any interest having accrued thereon as of the Effective Date, being held in account #46609500 by Wells Fargo Bank, N.A.

1.130 “SLS Jurisdiction Agreement” means the Agreement to Bankruptcy Court Jurisdiction, dated February 12, 2015, by and between the Debtor and Stewart.

1.131 “Solicitation Procedures Order” means Order [____], dated [____], 2015 [Docket No. ____].

1.132 “Stewart” means Stewart Lender Services, Inc.

1.133 “Stewart Transaction” means a transaction to convey certain assets to Stewart Lender Services, Inc. pursuant to an Asset Purchase Agreement between the Debtor and Stewart, dated August 28, 2013, and amended as of September 30, 2013.

1.134 “Subsequent Distribution Date” means a date not more than sixty (60) business days from the date on which the Reorganized Debtor realizes, by the collection of Cash, proceeds from the liquidation of an asset or from pursuit of any Avoidance Action, Litigations Right and Cause of Action.

1.135 “Target Assets” means certain assets conveyed to Stewart Lender Services, Inc. pursuant to the SLS APA.

1.136 “Termination Notice” means the form of written notification provided in the Plan Supplement, pursuant to which the Disbursing Agent shall give written notification to the Reorganized Debtor of the date on which the Disbursement Account shall terminate.

1.137 “UCC” means the Uniform Commercial Code as adopted by the State of New York, NY UCC §§ 1-101, *et seq.*

1.138 “Unexpired Lease” means a lease of non-residential real property to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.139 “Unimpaired” means Claims in an Unimpaired Class.

1.140 “Unimpaired Class” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

1.141 “Unsecured Claim” means a Claim arising prior to the Petition Date against the Debtor that is neither a Secured Claim nor entitled to priority under section 507 of the Bankruptcy Code or any order of the Bankruptcy Court, which Claim may be a General Unsecured Claim.

1.142 “U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.

1.143 “Voting Deadline” means [November 17], 2015 at 5:00 p.m. Eastern Time, the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted, as set forth by the Solicitation Procedures Order.

1.144 “Withheld Excess Cash” shall have the meaning set forth in the definition of Excess Cash hereinabove.

1.145 “XL” means XL Specialty Insurance Company.

1.146 “XL Policy” means the Financial Services Liability Policy, No. ELU 124726-12 issued to the Debtor by XL.

1.147 “XL Specialty” means Specialty Insurance Company.

Exhibit 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ALLONHILL, LLC,

Debtor.

Chapter 11

Case No. 14-10663 (KG)

**GLOSSARY OF DEFINED TERMS CONTAINED IN
~~SECOND~~THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION
OF ALLONHILL, LLC
AND
~~SECOND~~THIRD AMENDED DISCLOSURE STATEMENT IN SUPPORT OF SECOND
AMENDED PLAN OF REORGANIZATION OF ALLONHILL, LLC**

1.1 “Administrative Claim” means a Claim for any costs or expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, for: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the businesses of the Debtor; (b) any payment to be made under the Plan to cure a default on an assumed Executory Contract or assumed Unexpired Lease; (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business; (d) any Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order under section 546(c)(2)(A) of the Bankruptcy Code; (e) any Allowed Claims of Professionals in the Chapter 11 Case; and (f) any fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

1.2 “Administrative Claims Bar Date” means the deadline for filing all requests for payment of Administrative Claims, which shall be forty-five days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Fee Claims, which shall be 60 days after the Effective Date.

1.3 “Administrative Claims Reserve” means the reserve of Cash established and maintained by the Debtor and Reorganized Debtor to pay Allowed Administrative Claims, including Claims under section 503(b)(9) of the Bankruptcy Code and all Claims for rent under section 503(b) of the Bankruptcy Code and lease payments under section 365(d)(5) of the Bankruptcy Code.

1.4 “Administrative Expense Request” means a request for the payment of an Administrative Claim.

1.5 “Affiliate” means “affiliate” as defined in section 101(2) of the Bankruptcy Code.

1.6 “Allowed” means with respect to any Claim (including any Administrative Claim) or portion thereof (to the extent such Claim is not Disputed or Disallowed) or any Interest (a) any Claim or Interest, proof of which: (i) was timely Filed with the Bankruptcy Court or its duly appointed claims agent, (ii) was deemed timely Filed pursuant to section 1111(a) of the Bankruptcy Code, (iii) by a Final Order was not required to be Filed; (b) any Claim or Interest that has been, or hereafter is, listed in the Schedules as liquidated in an amount other than zero or unknown and not Disputed or Contingent (or as to which the applicable Proof of Claim has been withdrawn or Disallowed); and (c) any Claim or Interest which has been allowed (whether in whole or in part) by a Final Order (but only to the extent so allowed), and, in (a), (b) and (c) above, as to which no objection to the allowance thereof, or action to subordinate, avoid, classify, reclassify, expunge, estimate or otherwise limit recovery with respect thereto, has been Filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order; (d) any Claim or Interest allowed under or pursuant to the terms of the Plan; (e) any Claim arising from the recovery of property under sections 550 or 553 of the Bankruptcy Code which has been

allowed in accordance with section 503(h) of the Bankruptcy Code; (f) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law; or (g) which is a Professional Claim for which a fee award amount has been approved by order of the Bankruptcy Court; provided, however, that Claims or Interests allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed” hereunder.

1.7 “Allowed Claim” means an Allowed Claim of the particular type or Class described.

1.8 “Allowed __ Claim” means, with respect to any specified Class or type of Claim, whether classified or unclassified, that the referenced Claim is an Allowed Claim.

1.9 “Aurora” means Aurora Commercial Corporation, f/k/a Aurora F.S.B., formerly a “savings association” within the meaning of 12 U.S.C. §§ 1462(4) and 1813(b), that was chartered by the Office of the Controller of Currency of the United States.

1.10 “Aurora Appeal” means litigation in the Colorado Court of Appeals, the Aurora Judgment.

1.11 “Aurora Contract” means engagement letter agreement entered into between the Debtor and Aurora Commercial Corporation, f/k/a Aurora F.S.B.

1.12 “Aurora Judgment” means the judgment against Allonhill, LLC in favor of Aurora Commercial Corporation f/k/a Aurora F.S.B. in the amount of \$25,845,329.00 plus prejudgment interest in the amount of \$4,304,899.07.

1.13 “Aurora Litigation” means *Allonhill, LLC v. Aurora Bank, FSB* (Case No. 12CV6381) in the District Court for the City and County of Denver, Colorado, and any related proceedings in appellate courts of the State of Colorado or the United States.

1.14 “Avoidance Actions” means any and all Causes of Action (other than those which are released or dismissed as part of and pursuant to the Plan) which a trustee, debtor-in-possession, the estate or other appropriate party in interest may assert under sections 502(d), 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code or under related state or federal statutes and common law, including, without limitation, fraudulent transfer laws (whether or not litigation is commenced to prosecute such Causes of Action) and including the Debtor’s rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted.

1.15 “Avoidance Action Limitations Period” means the date specified in section 546(a) of the Bankruptcy Code, as may be amended from time to time, on which

[the time to commence actions under Bankruptcy Code sections 544, 547, 548 and 553 expires.](#)

1.16 ~~1.15~~ “**Ballot**” means each of the ballot forms, other than a master ballot form, distributed to each Holder of a Claim or Interest entitled to vote to accept or reject this Plan.

1.17 ~~1.16~~ “**Bankruptcy Code**” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case.

1.18 ~~1.17~~ “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Case or any aspect thereof.

1.19 ~~1.18~~ “**Bankruptcy Rules**” means (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Bankruptcy Practice and Procedure for the Bankruptcy Court, and (iv) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Case or proceedings therein, as the case may be.

1.20 ~~1.19~~ “**Bar Date**” means January 20, 2015, the date set by the Bankruptcy Court as the last day for Filing a Proof of Claim or Proof of Interest against the Debtor in the Chapter 11 Case.

1.21 ~~1.20~~ “**BHC**” means BHC Allonhill, LLC, a Delaware limited liability company.

1.22 ~~1.21~~ “**Braddock**” means Braddock Financial Corporation.

1.23 ~~1.22~~ “**Business Day**” means any day, excluding Saturdays, Sundays, or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in Wilmington, Delaware.

1.24 ~~1.23~~ “**Cash or \$**” means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

1.25 ~~1.24~~ “**Causes of Action**” means any and all actions, causes of action, Claims, rights, defenses, liabilities, obligations, executions, choses in action, controversies, rights (including rights to legal remedies, rights to equitable remedies, rights to payment), suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims whatsoever, whether known or unknown, reduced

to judgment or not reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, choate or inchoate, existing or hereafter arising, suspected or unsuspected, foreseen or unforeseen, and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, based on whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date; and, for avoidance of doubt, includes, but is not limited to, Avoidance Actions, Litigation Rights and actions belonging to the Debtor or the Estate to recover on or under any contract, including for breach, indemnification or any other damages, to recover damages and losses due to torts or fraud (in all cases, regardless of intent) or to recover damages, losses and/or amounts due under any statute, regulation, act or law (whether legislative, judicially-made or agency- or regulator-promulgated) of any State or the United States. Any reference to Cause of Action shall include all of the above-specified items.

1.26 ~~1.25~~ **“Chapter 11 Case”** means chapter 11 case number 14-10663 (KG) commenced by the Debtor in the Bankruptcy Court.

1.27 ~~1.26~~ **“Claim”** means any “claim” against the Debtor as defined in Bankruptcy Code section 101(5).

1.28 ~~1.27~~ **“Claims Objection Bar Date”** means the date that is one hundred and eighty (180) days after the Effective Date or such later date as may be extended by order of the Bankruptcy Court.

1.29 ~~1.28~~ **“Class”** means a category of Holders of Claims or Interests in the Debtor pursuant to section 1122(a) of the Bankruptcy Code, as described in Articles II and III of the Plan.

1.30 ~~1.29~~ **“Class A Interests”** means voting interest of certain holders of Class A membership interests in the Debtor.

1.31 ~~1.30~~ **“Class C Interests”** means non-voting interests of certain holders of Class C membership interests in the Debtor.

1.32 ~~1.31~~ **“COD”** means cancellation of indebtedness.

1.33 ~~1.32~~ **“Collateral”** means any property or interest in property of the Estate which shall be subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, including the Class 5 Collateral.

1.34 ~~1.33~~ **“Colorado Court”** means the District Court for the City and County of Denver, Colorado, and, as the case may be or context requires, such superior courts of the State of Colorado as may have jurisdiction over appeals of decisions and judgments rendered in the Aurora Litigation.

1.35 ~~1.34~~ “**Colorado Decision**” means the Findings of Fact, Conclusions of Law and Order of the Colorado Court issued in March 2014.

1.36 ~~1.35~~ “**Confirmation**” means the entry of the Confirmation Order on the docket of the Chapter 11 Case, subject to all conditions specified having been (a) satisfied, or (b) waived.

1.37 ~~1.36~~ “**Confirmation Date**” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

1.38 ~~1.37~~ “**Confirmation Hearing**” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.39 ~~1.38~~ “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

1.40 ~~1.39~~ “**Consent Order**” means Consent Order No.: NE-11-16 issued by federal banking regulator, the Office of Thrift Supervision (OTS).

1.41 ~~1.40~~ “**Consummation**” means the occurrence of the Effective Date as set forth in the Plan.

1.42 ~~1.41~~ “**Contingent**” means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.43 ~~1.42~~ “**Contribution**” means \$150,000 to be paid to the Debtor by the Debtor’s Principals as a condition, and upon acceptance of the sufficiency of the releases, injunctions and exculpations to be granted by this Plan on the Effective Date.

1.44 ~~1.43~~ “**Court of Appeals**” means the Colorado Court of Appeals.

1.45 ~~1.44~~ “**Creditor**” means any Holder of a Claim.

1.46 ~~1.45~~ “**Cure**” means the Distribution of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, pursuant to Bankruptcy Code section 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.47 ~~1.46~~ “**Debtor**” has the meaning ascribed to it in the Introduction to this Plan.

1.48 ~~1.47~~ “**Debtor’s Principals**” means Margaret Sue Allon, BHC Allonhill, LLC and Harvey B. Allon.

1.49 ~~1.48~~ “**Direct Contractual Obligation**” means an obligation under a written and enforceable contract to take or to refrain from taking prospective action, other than to pay money, non-compliance with which would cause material damage or loss to the other contract party, or give rise to rights of indemnification under the contract, and for avoidance of doubt, shall include the obligations of the Debtor set forth in sections 6.1 and 6.3 of Article VI of, and in Article IX of, the SLS APA.

1.50 ~~1.49~~ “**Disallowed**” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtor, in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a Proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any Proof of Claim or Proof of Interest; (vi) is evidenced by a Proof of Claim or a Proof of Interest which has been Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such Proof of Claim or Proof of Interest was not timely or properly Filed; (vii) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; (viii) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such Property, for which such Person, Entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code; or (ix) is for reimbursement or contribution that is contingent as of the time of allowance or disallowance of such claim. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

1.51 ~~1.50~~ “**Disallowed Claim**” means a Claim, or any portion thereof, that is Disallowed.

1.52 ~~1.51~~ “**Disallowed Interest**” means an Interest, or any portion thereof, that is Disallowed.

1.53 ~~1.52~~ “**Disbursing Agent**” means the Reorganized Debtor or any Person or Persons designated by the Debtor or the Reorganized Debtor, in its discretion, to serve as disbursing agent under, in accordance with and pursuant to the Plan.

1.54 **“Disbursement Procedures”** means the processes, procedures, obligations, rights, actions and limitations specified in section 5.16 through and including 5.22 of the Plan.

1.55 ~~1.53~~ **“Disclosure Statement”** means the disclosure statement for the Plan, as amended, supplemented or modified from time to time, describing the Plan, which is prepared and distributed in accordance with, among others, sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law.

1.56 ~~1.54~~ **“Disputed Claim”** means (a) if no Proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim that is listed on the Debtor’s Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor or Reorganized Debtor or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or (ii) a Claim that is listed on the Debtor’s Schedules as disputed, contingent or unliquidated; or (b) if a Proof of Claim or request for payment of an Administrative Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law: (i) a Claim for which no corresponding Claim is listed on the Debtor’s Schedules and as to which an objection has been filed; (ii) a Claim for which a corresponding Claim is listed on the Debtor’s Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted in the Proof of Claim varies from the nature and amount of such Claim as it is listed on the Schedules; (iii) a Claim for which a corresponding Claim is listed on the Debtor’s Schedules as disputed, contingent or unliquidated; (iv) a Claim for which an objection has been Filed by the Debtor or Reorganized Debtor or, prior to the Confirmation Date, any other party-in-interest, by the Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order; or (v) a Claim which asserts it is contingent or unliquidated in whole or in part.

1.57 ~~1.55~~ **“Disputed Claim Amount”** means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtor or the Reorganized Debtor, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Bankruptcy Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtor or the Reorganized Debtor, as applicable, and the Holder of such Disputed Claim or (ii) the amount estimated by the Bankruptcy Court with respect to such Disputed Claim; or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

1.58 ~~1.56~~ **“Disputed Claims Reserve”** means the reserve of Cash established and maintained by the Debtor prior to the Effective Date, or the Reorganized Debtor after the Effective Date, to pay Disputed Claims upon allowance by the Bankruptcy Court.

1.59 ~~1.57~~ “**Distributable Cash**” means all Cash held by the Debtor on the Effective Date or a Distribution Date, (as the case may be) less (i) the Reserves set forth in Section 8.03 of the Plan, and (2) the amount of Cash on hand the Debtor or Reorganized Debtor (as the case may be) is authorized to retain on such date.

1.60 ~~1.58~~ “**Distribution**” means any distribution pursuant to the Plan to the Holders of Allowed Claims against or Interests in the Debtor.

1.61 ~~1.59~~ “**Distribution Date**” means, (i) when used with respect to an Allowed Claim or an Allowed Interest, the Initial Distribution Date and any Subsequent Distribution Date upon which a Distribution is made by the Disbursing Agent in accordance with the Plan which is the latest to occur of: (a) the Initial Distribution Date; (b) the date that is ten (10) Business Days after the date after such Claim or Interest becomes an Allowed Claim or an Allowed Interest by a Final Order; or (c) the date that such Claim becomes payable under any agreement between the Debtor and the Holder of such Claim.

1.62 ~~1.60~~ “**Distribution Record Date**” means the date which is the earlier of 180 days after a final and non-appealable judgment is rendered in the Aurora Litigation or [] years from the Effective Date, the record date for determining entitlement to receive Distributions under the Plan on account of Allowed Claims and/or Allowed Interests and for closing of the claims registers for all Claims pursuant to Section 7.08 of the Plan.

1.63 ~~1.61~~ “**Effective Date**” means the first Business Day following the date on which all conditions to Consummation set forth in Section 9.02 of the Plan have been satisfied or, if capable of being duly and expressly waived, as provided in Section 9.04 of the Plan, any conditions to the occurrence of consummation set forth in the Plan has been satisfied or waived.

1.64 ~~1.62~~ “**Entity**” means a Person, estate, trust, governmental unit, and U.S. Trustee, within the meaning of Bankruptcy Code section 101(15).

1.65 ~~1.63~~ “**Escrow Agent**” shall mean Wells Fargo Bank, N.A., as escrow agent with respect to the SLS Account.

1.66 ~~1.64~~ “**Estate**” means the estate of the Debtor in the Chapter 11 Case, created pursuant to section 541 of the Bankruptcy Code.

1.67 ~~1.65~~ “**Estate Assets**” means any and all assets, property, interests and rights of the Estate.

1.68 ~~1.66~~ “**Estate Representative**” means the Reorganized Debtor and its successors, as appointed by section 5.09(a) of this Plan.

1.69 ~~1.67~~ “**Excess Cash**” means (i) all cash held by the Debtor on the Effective Date; minus (x) Distributions due under the Plan on the Effective Date, (y) the Reserves set forth in Section 8.03 of the Plan, and (z) the amount of Cash on hand the Debtor is

authorized to retain on the Effective Date; plus (v) any funds in the Disputed Claims Reserve at any time after the Effective Date in excess of the Disputed Claims Amount. The Debtor will provide an estimate of Excess Cash and Withheld Excess Cash in the Plan Supplement.

1.70 ~~1.68~~ **“Exculpated Parties”** means the (a) Debtor; (b) Reorganized Debtor; (c) the Debtor Principals, (d) the Disbursing Agent and (e) each Indemnified Person.

1.71 ~~1.69~~ **“Executory Contract”** means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.72 ~~1.70~~ **“Exhibit Filing Date”** means the date on which exhibits to the Plan or the Disclosure Statement shall be Filed with the Bankruptcy Court, which date shall be not later than ten (10) days prior to the Voting Deadline or such later date as may be established by order of the Bankruptcy Court.

1.73 ~~1.71~~ **“Face Amount”** means (a) when used in reference to a Disputed Claim, the Disputed Claim Amount and (b) when used in reference to an Allowed Claim, the Allowed Claim amount.

1.74 ~~1.72~~ **“File, Filed or Filing”** means file, filed or filing with the Bankruptcy Court in the Chapter 11 Case; provided, however, that with respect to Proofs of Claim and Proofs of Interest only, “Filed” shall mean delivered and received in the manner provided in any order approving the Bar Date or the Administrative Claims Bar Date.

1.75 ~~1.73~~ **“Final Order”** means an order, ruling, judgment, the operation or effect of a judgment or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other court of competent jurisdiction which has not been reversed, vacated, stayed, modified or amended and as to which (i) the time to appeal or petition for review, rehearing, certiorari, reargument or retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument or retrial is pending or (ii) any appeal or petition for review, rehearing, certiorari, reargument or retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari, reargument or retrial can be taken or granted; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

1.76 ~~1.74~~ **“General Unsecured Claim”** means any Unsecured Claim against the Debtor that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Secured Claim or a Common Equity Interest.

1.77 ~~1.75~~ **“Hogan”** means Hogan Lovells US LLP.

1.78 ~~1.76~~ **“Holder”** means the legal or beneficial holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

1.79 ~~1.77~~ “**IFR**” means independent foreclosure review.

1.80 ~~1.78~~ “**Impaired**” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.81 ~~1.79~~ “**Impaired Class**” means a Class of Claims or Interests that are Impaired.

1.82 ~~1.80~~ “**Indemnification Obligation**” means any obligation of the Debtor to indemnify, reimburse, advance expenses or provide contribution to or with respect to any Indemnified Person, pursuant to by-laws, articles of incorporation, agreements, contracts, common law or otherwise, to the extent permitted under applicable state law, as of immediately prior to the Petition Date.

1.83 ~~1.81~~ “**Indemnified Person**” means all financial advisors, accountants, investment bankers, agents, professionals and representatives of the Debtor as of the Petition Date and through the Effective Date (in each case in his, her or its capacity as such).

1.84 ~~1.82~~ “**Initial Distribution Date**” means the Effective Date when used with respect to a Claim that is an Allowed Claim or an Allowed Interest as of the Effective Date, or as soon as reasonably practicable after the Effective Date, but in any event not later than ten (10) days after the Effective Date.

1.85 ~~1.83~~ “**Insider**” shall have the same meaning set forth in section 101(31) of the Bankruptcy Code, 11 U.S.C. § 101(31).

1.86 ~~1.84~~ “**Insured Claim**” means any Allowed Claim or portion of an Allowed Claim that is insured under the Debtor’s insurance policies, but only to the extent of such coverage.

1.87 ~~1.85~~ “**Interest**” means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in any other Person including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in any other Person, partnership interests in any other Person’s stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock in any other Person or obligating such other Person to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated “stock” or a similar security.

1.88 ~~1.86~~ “**Lien**” means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages or hypothecation to secure payment of a debt or performance of an obligation, liens, pledges, attachments, charges, leases evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rents, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of general unsecured creditors; provided, however, that a lien that has or may be avoided pursuant to any Avoidance Action shall not constitute a lien hereunder.

1.89 ~~1.87~~ “**Litigation Rights**” means the Causes of Action, including the Aurora Litigation and the SLS Claims, that the Debtor or the Estate may hold against any Person or Entity (except to the extent expressly released under the Plan), including, without limitation, Avoidance Actions (except with respect to the Avoidance Actions, if any, waived under the Plan).

1.90 ~~1.88~~ “**Manager**” means Margaret Sue Allon, as manager of Allonhill, LLC since June 12, 2008.

1.91 ~~1.89~~ “**MOR**” means Monthly Operating Report.

1.92 ~~1.90~~ “**Mr Allon**” means Harvey B. Allon.

1.93 ~~1.91~~ “**Ms Allon**” means Margaret Sue Allon.

1.94 ~~1.92~~ “**New Common LLC Interests**” means the common limited liability company interests in the Reorganized Debtor issued by the Reorganized Debtor on the Distribution Date to the Holders of Allowed Class 5 Interests.

1.95 ~~1.93~~ “**New Governance Documents**” means the (i) the certificate of formation of the Reorganized Debtor substantially in the form set forth in the Plan Supplement, and (ii) the Operating Agreement.

1.96 ~~1.94~~ “**New Manager**” means the Manager of the Reorganized Debtor, to be appointed as of the Effective Date pursuant to Section 5.05 of the Plan and the Operating Agreement.

1.97 ~~1.95~~ “**Notice of Intention**” means a notice in substantially the form annexed to the Plan Supplement, given by the Reorganized Debtor to the Disbursing Agent of termination of the Disbursement Account.

1.98 ~~1.96~~ “**OCC**” means The Office of the Comptroller of the Currency.

1.99 ~~1.97~~ “**Old Class C Interests**” means any membership interest or share of common stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in the Debtor that existed immediately prior to the Effective Date including the Class A Interests, the Class B Interests and the Class C Interests.

1.100 ~~1.98~~ “**Old Class A Interests**” means any Class A membership interests or other instrument evidencing Class A membership interests in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise to acquire a Class A membership interest in the Debtor, that existed immediately prior to the Effective Date including the Class C Interests.

1.101 ~~1.99~~ “**Old Operating Agreement**” means that certain Amended and Restated Limited Liability Company Agreement of Allonhill, LLC, dated March 18, 2013.

1.102 ~~1.100~~ “**Operating Agreement**” means the limited liability company agreement of the Reorganized Debtor, to be Filed as part of the Plan Supplement, as the same may be amended pursuant to the Plan or otherwise from time to time.

1.103 ~~1.101~~ “**Other Priority Claims**” means any and all Allowed Claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim.

1.104 ~~1.102~~ “**Person**” means and includes a natural person, individual, partnership, corporation (as defined in section 101(a) of the Bankruptcy Code), or organization including, without limitation, corporations, limited partnerships, limited liability companies, general partnerships, joint ventures, joint stock companies, trusts, land trusts, business trusts, unincorporated organizations or associations, any ad hoc committee, or other organizations, irrespective of whether they are legal entities, governmental bodies (or any agency, instrumentality or political subdivision thereof), or any other form of legal entities; provided, however, the term “Person” does not include governmental units, except that a governmental unit that (a) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person; (b) is a guarantor of a pension benefit payable by or on behalf of the Debtor or an Affiliate of the Debtor; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered for purposes of section 1102 of the Bankruptcy Code to be a Person with respect to such asset or such benefit.

1.105 ~~1.103~~ “**Petition Date**” means March 26, 2014, the date on which the Debtor Filed its petition for relief commencing the Chapter 11 Case.

1.106 ~~1.104~~ “**Plan**” means this plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified or supplemented from time to

time including in accordance with any Plan Supplement and the Bankruptcy Code or the Bankruptcy Rules.

1.107 ~~1.105~~ “Plan Proponent” means the Debtor.

1.108 ~~1.106~~ “Plan Supplement” means the supplement to the Plan to be Filed as provided in Section 11.16 of this Plan.

1.109 ~~1.107~~ “Pre-petition Transfers” means certain transfers made by the Debtor to Stewart Lender Services, Inc. prior to the Petition Date.

1.110 ~~1.108~~ “Priority Tax Claim” means any and all Claims of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

1.111 ~~1.109~~ “Professional” means any professional employed in this Chapter 11 Case pursuant to Bankruptcy Code sections 327, 328, or 1103.

1.112 ~~1.110~~ “Professional Fee Claim” means a Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and on or before the Effective Date.

1.113 ~~1.111~~ “Professional Fee Reserve” means the reserve of Cash established and maintained by the Debtor or the Reorganized Debtor to pay Allowed Professional Fee Claims.

1.114 ~~1.112~~ “Proof of Claim” means a proof of claim Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.115 ~~1.113~~ “Proof of Interest” means a proof of interest Filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case.

1.116 ~~1.114~~ “Pro Rata” means with respect to any Distribution to a Class under the Plan, the ratio (expressed as a percentage) of the amount of an Allowed Claim in such Class to the aggregate amount of all Allowed Claims plus the Disputed Claim Amount of all Disputed Claims in the same Class.

1.117 ~~1.115~~ “Released Claim” or “Released Claims” means from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action (including Litigation Rights and Avoidance Actions), and liabilities whatsoever in connection with or related to the Debtor, the conduct of the Debtor’s business, the Chapter 11 Case, or the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the conduct of the Debtor’s business, the Reorganized Debtor, the Chapter 11 Case, the Disclosure Statement or the Plan, and that may be asserted by or on behalf of the

Debtor, the Estate, or the Reorganized Debtor against any of the shareholders, directors, officers, employees or advisors of the Debtor, as of the Petition Date and through the Effective Date, excluding any claims arising from fraud, gross negligence, or willful misconduct, (other than the rights of the Debtor, the Reorganized Debtor or a Creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed or delivered thereunder).

1.118 ~~**1.116**~~ “Released Third Party Claim” means any and all Claims, Interests, Causes of Action or Avoidance Actions that an Entity that opts in favor of the release set forth in section 11.10(b) hereof would have been legally entitled to assert (whether individually or collectively or directly, indirectly or derivatively, at law, in equity or otherwise), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor’s restructuring, the conduct of the Debtor’s business, the Chapter 11 Case, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Releasee and the Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of fraud, willful misconduct or gross negligence AND other than the rights of the Debtor, the Reorganized Debtor or a Creditor Holding an Allowed Claim to enforce the obligations under the Plan and Avoidance Actions, Litigation Rights and Causes of Action preserved by the Plan, the Confirmation Order and the Plan (and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder).

1.119 ~~**1.117**~~ “Releasee” has the meaning ascribed to such term in Section 11.10(b) of the Plan.

1.120 ~~**1.118**~~ “Reinstated” means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the Holder so as to leave such Claim or Interest Unimpaired in accordance with Bankruptcy Code section 1124; or (ii) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Bankruptcy Code section 365(b)(2); (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim or

Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish reinstatement.

1.121 ~~1.119~~ **“Reorganized Debtor”** means the Debtor as reorganized upon the Effective Date pursuant to this Plan including Section 5.12(b) of this Plan.

1.122 ~~1.120~~ **“Rule 2004”** means Federal Rule of Bankruptcy Procedure 2004.

1.123 ~~1.121~~ **“Reorganized Debtor Withdrawal Notice”** means a notice in the form provided in the Plan Supplement.

1.124 ~~1.122~~ **“Schedules”** means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

1.125 ~~1.123~~ **“Secured Claim”** means a Claim that is secured by a Lien which is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, on property in which the Estate has an interest, or a Claim that is subject to setoff under section 553 of the Bankruptcy Code; to the extent of the value of the Holder’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable; as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code, or in the case of setoff, pursuant to section 553 of the Bankruptcy Code, or in either case as otherwise agreed upon in writing by the Debtor or the Reorganized Debtor and the Holder of such Claim. The amount of any Claim that exceeds the value of the Holder’s interest in the Estate’s interest in property or the amount subject to setoff shall be treated as a General Unsecured Claim.

1.126 ~~1.124~~ **“SLS”** means Stewart Lenders Services, Inc., a company incorporated in Texas with its registered office at 1980 Post Oak Blvd., Ste. 800, Houston, TX 77056.

1.127 ~~1.125~~ **“SLS APA”** means the Asset Purchase Agreement dated August 28, 2013 by and between the Debtor and SLS.

1.128 ~~1.126~~ **“SLS Claims”** means claims held by the Debtor against SLS for amounts due under, related to or in respect of the SLS APA, and includes claims arising from events occurring at any time in relation to the execution of the SLS APA.

1.129 ~~1.127~~ **“SLS Escrow”** means the escrowed funds in the amount of \$2,000,554.11, together with any interest having accrued thereon as of the Effective Date, being held in account #46609500 by Wells Fargo Bank, N.A.

1.130 ~~1.128~~ “**SLS Jurisdiction Agreement**” means the Agreement to Bankruptcy Court Jurisdiction, dated February 12, 2015, by and between the Debtor and Stewart.

1.131 ~~1.129~~ “**Solicitation Procedures Order**” means Order [____], dated [____], 2015 [Docket No. ____].

1.132 ~~1.130~~ “**Stewart**” means Stewart Lender Services, Inc.

1.133 ~~1.131~~ “**Stewart Transaction**” means a transaction to convey certain assets to Stewart Lender Services, Inc. pursuant to an Asset Purchase Agreement between the Debtor and Stewart, dated August 28, 2013, and amended as of September 30, 2013.

1.134 ~~1.132~~ “**Subsequent Distribution Date**” means a date not more than sixty (60) business days from the date on which the Reorganized Debtor realizes, by the collection of Cash, proceeds from the liquidation of an asset or from pursuit of any Avoidance Action, Litigations Right and Cause of Action.

1.135 ~~1.133~~ “**Target Assets**” means certain assets conveyed to Stewart Lender Services, Inc. pursuant to the SLS APA.

1.136 ~~1.134~~ “**Termination Notice**” means the form of written notification provided in the Plan Supplement, pursuant to which the Disbursing Agent shall give written notification to the Reorganized Debtor of the date on which the Disbursement Account shall terminate.

1.137 ~~1.135~~ “**UCC**” means the Uniform Commercial Code as adopted by the State of New York, NY UCC §§ 1-101, *et seq.*

1.138 ~~1.136~~ “**Unexpired Lease**” means a lease of non-residential real property to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.139 ~~1.137~~ “**Unimpaired**” means Claims in an Unimpaired Class.

1.140 ~~1.138~~ “**Unimpaired Class**” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

1.141 ~~1.139~~ “**Unsecured Claim**” means a Claim arising prior to the Petition Date against the Debtor that is neither a Secured Claim nor entitled to priority under section 507 of the Bankruptcy Code or any order of the Bankruptcy Court, which Claim may be a General Unsecured Claim.

1.142 ~~1.140~~ “**U.S. Trustee**” means the Office of the United States Trustee for the District of Delaware.

1.143 ~~1.141~~ “**Voting Deadline**” means *[November 17]*, 2015 at 5:00 p.m. Eastern Time, the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted, as set forth by the Solicitation Procedures Order.

1.144 ~~1.142~~ “**Withheld Excess Cash**” shall have the meaning set forth in the definition of Excess Cash hereinabove.

1.145 ~~1.143~~ “**XL**” means XL Specialty Insurance Company.

1.146 ~~1.144~~ “**XL Policy**” means the Financial Services Liability Policy, No. ELU 124726-12 issued to the Debtor by XL.

1.147 ~~1.145~~ “**XL Specialty**” means Specialty Insurance Company.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 11/2/2015 3:29:04 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://NYIMANAGE/NEWYORK/4561323/3	
Modified DMS: iw://NYIMANAGE/NEWYORK/4561323/4	
Changes:	
<u>Add</u>	139
Delete	135
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	274