

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

In re:

TRIAD GUARANTY Inc., et al.,¹

Debtor.

Chapter 11

Case No. 13-11452 (MFW)

Re: D.I. 468

**SUPPLEMENTAL DECLARATION OF THOMAS M. HORAN IN SUPPORT OF
APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER UNDER
BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), FED. R. BANKR. P. 2014
AND 2016, AND DEL. BANKR. L.R. 2014-1 AND 2016-1 AUTHORIZING AND
APPROVING THE EMPLOYMENT AND RETENTION OF SHAW FISHMAN
GLANTZ & TOWBIN LLC AS COUNSEL NUNC PRO TUNC TO JUNE 5, 2017**

I, Thomas M. Horan, hereby declare under penalty of perjury:

1. I am a Member of the firm of Shaw Fishman Glantz & Towbin LLC (“Shaw Fishman”). Shaw Fishman maintains an office for the practice of law at 300 Delaware Avenue, Suite 1370, Wilmington, DE 19801 as well as offices in Chicago, Illinois and Northbrook, Illinois. I am admitted to practice before this Court, and will assume primary responsibility within Shaw Fishman for its engagement in this case.

2. I am fully familiar with the facts hereinafter stated, and submit this supplemental declaration (the “Supplemental Declaration”) in further support of the application (the “Application”) of Triad Guaranty Inc. (the “Debtor”) for the entry of an Order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure, and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice

¹ The last four digits of the Debtor’s federal taxpayer identification number are 8519. The location of the Debtor’s headquarters and the Debtor’s service address is 1900 Crestwood Blvd., Birmingham, AL 35210. {12176-001 DEC A0476220.DOCX}

and Procedure of the United States Bankruptcy Court for the District of Delaware, authorizing the employment and retention of Shaw Fishman Glantz & Towbin LLC as counsel, nunc pro tunc to June 5, 2017 [D.I. 468].

3. After filing the Application, the Debtor filed its Third Motion for a Final Order Authorizing Debtor to Incur Additional Postpetition Debt (the “DIP Financing Motion”) [D.I. 469]. As set forth at paragraph 2.3 of the Promissory Note attached to the DIP Financing Motion as Exhibit A, the DIP Financing Motion provides for a Carve-Out for payment of Shaw Fishman’s fees and expenses incurred representing the Debtor.

4. Section 2.3 of the Promissory Note provides that:

Upon approval of the DIP Order . . . Noteholder shall fund the Carve-Out in the initial amount of \$50,000 by payment of an evergreen retainer to Shaw Fishman, to be held in Shaw Fishman’s IOLTA account in Delaware. At the same time, Noteholder shall deposit in Shaw Fishman’s IOLTA account an additional \$100,000, where it shall remain property of the Noteholder. The Noteholder shall, upon demand and without the need for any further order, consent to the payment of allowed fees and expenses of Shaw Fishman in accordance with (a) the Bankruptcy Court’s Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members, entered in the Bankruptcy Case on July 8, 2013 at D.I. 57 or (b) any other order of the Bankruptcy Court. Following any payment to Shaw Fishman on account of its final fee application in this Case, any funds remaining in the Carve-Out shall be returned to the Noteholder.

Dated: July 3, 2017

/s/ Thomas M. Horan

Thomas M. Horan (DE Bar No. 4641)