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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>IN RE:</b>	:	<b>Chapter 11</b>
	:	
<b>ARCAPITA BANK B.S.C.(c), et al.,</b>	:	<b>Case No. 12-11076 (SHL)</b>
	:	
<b>Debtors.</b>	:	<b>Jointly Administered</b>
	:	
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**STIPULATED ORDER RESOLVING THE DEBTORS’ OBJECTION TO THE PROOF  
OF CLAIM FILED BY THE COMMERCIAL BANK OF QATAR**

This Stipulated Order (the “*Stipulated Order*”) is entered into as of August 20, 2013 by and between Arcapita Bank B.S.C.(c) (“*Arcapita*” and collectively with its affiliated debtors, the “*Debtors*”), on the one hand; and the Commercial Bank of Qatar (the “*Claimant*” and, together with the Debtors, the “*Parties*”), on the other hand.

**RECITALS:**

WHEREAS, on January 18, 2013, the Court entered its *Order Granting Debtors’ Motion for Entry of an Order pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 Approving Claim Objection Procedures* (Dkt. No. 785) (the “*Claims Procedure Order*”);

WHEREAS, the Claimant timely filed a proof of claim designated as claim no. 330 on the Debtors’ claim register with a claim amount of \$202,966.50 plus accrued and

accruing profit and professional fees to the extent permitted by contract or law (the “**Filed Claim**”);

WHEREAS, on April 26, 2013, in accordance with the Claims Procedure Order, the Debtors filed their Second Omnibus Objection to Claims (Dkt. No. 1050) (the “**Claim Objection**”) pursuant to which the Debtors objected to the Filed Claim on the basis that the Filed Claim asserted unliquidated and contingent amounts against Arcapita in excess of the amount of the claim indicated by the Debtors’ books and records.

WHEREAS, on June 17, 2013, this Court entered an order (Dkt. No. 1262) confirming the Debtors’ *Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors under Chapter 11 of the Bankruptcy Code (with First Technical Modifications)* (Dkt. No. 1265) (as may be amended, modified or supplemented, the “**Plan**”); and

WHEREAS, after good-faith arm’s-length negotiations, the Parties have reached an agreement to resolve the Claim Objection as it relates to the Filed Claim on the terms forth below;

NOW, THEREFORE, in consideration of the foregoing, it is hereby stipulated and agreed that:

### **TERMS**

1. **Stipulated Order.** This Stipulated Order shall become effective upon the Court’s entry of an order approving it, which may include the Court’s “SO ORDERED” execution of this Stipulated Order (the date of such order, the “**Order Entry Date**”).
2. **Allowed Claim.** At the Order Entry Date, the Claimant’s Filed Claim shall be allowed as a general unsecured claim against Arcapita (including for purposes of

distribution on the Plan) in Class 5(a), in the amount of \$202,966.50 (the “*Allowed Claim*”), which Allowed Claim shall receive the same treatment as all other Class 5(a) Allowed Claims under the Plan.

3. Objection Resolved. Upon the Order Entry Date, this Stipulated Order shall fully resolve the Claim Objection as it relates to the Filed Claim.

4. Claim Liquidated. Upon the Order Entry Date, any additional, unliquidated or contingent amount of the Filed Claim in excess of the amount of the Allowed Claim shall be disallowed.

5. Claims Register. GCG, Inc., as the claims agent appointed in the Chapter 11 Cases, shall update the claims register to reflect that the Allowed Claim shall supersede the Filed Claim in its entirety.

6. Authority. The Claimant expressly represents and warrants that no part of the Filed Claim has been assigned or otherwise transferred to a third party and that it has full capacity and authority to enter into this Stipulated Order and perform hereunder.

7. Representations and Warranties. The Parties intend this Stipulated Order to be a final and complete resolution of the Filed Claim and the Claim Objection in respect thereof. The Parties agree that this Stipulated Order was negotiated in good faith and reflects an agreement that was reached voluntarily after consultation with competent legal counsel. The Parties represent and warrant that (a) they are not relying on any statements, understandings, representations, expectations, or agreements other than those expressly set forth herein; (b) to the extent they elected to retain legal counsel, they have been represented and advised by legal counsel in connection with this Stipulated Order, which they make voluntarily and of their own choice and not under coercion or duress; (c) they have made their own investigation of the facts

and are relying upon their own knowledge and the advice of counsel; (d) the individuals who execute this Stipulated Order are duly authorized to do so; and (e) they knowingly waive any and all claims that this Stipulated Order was induced by any misrepresentation or nondisclosure and knowingly waive any and all rights to rescind or avoid this Stipulated Order based upon presently existing facts, known or unknown. These representations and warranties shall survive the execution of this Stipulated Order.

8. Successors, Assigns, and Third Party Beneficiaries. This Stipulated Order shall be binding upon, and inure to the benefit of, the successors and assigns to the Claimant and the Debtors.

9. Entire Agreement. This Stipulated Order contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties relating thereto. There are no representations, agreements, or inducements, except as set forth expressly and specifically in this Stipulated Order.

10. Amendments in Writing. This Stipulated Order may not be amended or modified other than by signed writing executed by the Parties hereto or by order of the Court.

Dated: August 20, 2013  
New York, New York

Dated: August 20, 2013  
New York, New York

/s/ Michael A. Rosenthal  
Name: Michael A. Rosenthal

/s/ Ira A. Reid  
Name: Ira A. Reid

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ATTORNEYS FOR THE DEBTORS  
AND DEBTORS IN POSSESSION

ATTORNEYS FOR THE CLAIMANT

**SO ORDERED,**

*/s/ Sean H. Lane*

THE HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE

Dated: August 28, 2013