

GIBSON, DUNN & CRUTCHER LLP

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

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	:	
IN RE:	:	Chapter 11
	:	
ARCAPITA BANK B.S.C.(c), et al.,	:	Case No. 12-11076 (SHL)
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

STIPULATED ORDER ALLOWING CLAIMS

This Stipulated Order (this “*Stipulated Order*”) is entered into as of September 13, 2013 by and among Arcapita Bank B.S.C.(c) (“*Arcapita Bank*” and together with its affiliated Debtors, the “*Debtors*”), on the one hand; and Carlito Sebadera Lobarbio (“*Employee*”), on the other hand. Arcapita Bank and Employee are collectively referred to herein as the “*Parties*”.

RECITALS

WHEREAS, on July 11, 2012, the Bankruptcy Court for the Southern District of New York (the “*Court*”) entered an order (Dkt. No. 308) in the above captioned chapter 11 cases (the “*Chapter 11 Cases*”) establishing August 30, 2012 at 5:00 p.m. (prevailing U.S. Eastern Time) as the deadline for non-governmental persons or entities to file proofs of claim in the Chapter 11 Cases;

WHEREAS, Employee filed a proof of claim based on obligations allegedly owed by Arcapita Bank identified as Claim Number 192 on the Debtors' official claim register in the Chapter 11 Cases (the "***Asserted Claim***");

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***");

WHEREAS, Arcapita Bank previously scheduled a claim in the Employee's favor against Arcapita Bank for an unpaid incentive bonus in Arcapita Bank's schedules of assets and liabilities [Dkt. No. 212] (the "***Scheduled Claim***"); and

WHEREAS, after good-faith negotiations, the Parties have reached an agreement as to a separation agreement ending Employee's employment with either Arcapita Bank or an affiliate of Arcapita Bank;

WHEREAS, consistent with the terms of that separation agreement, the Parties have agreed to the treatment of the Asserted Claim and Scheduled Claim on the terms set 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 Claims. On the Order Entry Date, the Employee hereby withdraws the Asserted Claim with prejudice, and the Scheduled Claim shall be an allowed general unsecured claim against Arcapita Bank. The Scheduled Claim shall receive distributions as provided in Class 5(a) or 6(a) under the Plan, as applicable based on Employee's prior election regarding Class 6(a). In the event that Employee has elected for the Scheduled Claim to be treated under Class 6(a) of the Plan, such claim shall be subject to the \$25,000.00 maximum on allowed claims in Class 6(a) per the Plan.

3. Full and Final Resolution. Upon the Order Entry Date, the Employee shall be barred from amending the Asserted Claim or the Scheduled Claim. The Parties intend this Stipulated Order to be a final and complete resolution of the Asserted Claim and the Scheduled Claim. The Parties agree that this Stipulated Order was negotiated in good faith, and that the Parties had the opportunity, if they so chose, to consult with legal counsel.

4. Successors, Assigns, and Third Party Beneficiaries. This Stipulated Order shall be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

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

Dated: September 13, 2013
New York, New York

Dated: September 13, 2013
New York, New York

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

/s/ Carlito Lobarbio
Name: Carlito Lobarbio
Title: Executive Administrator

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ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

SO ORDERED,

/s/ Sean H. Lane

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Dated: September 30, 2013