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*Counsel for Official Committee of Unsecured
Creditors of Arcapita Bank B.S.C.(c), et al.*

**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)
	:	
Reorganized Debtors.¹	:	Confirmed
	:	
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**FOURTH AND FINAL APPLICATION OF MILBANK, TWEED, HADLEY &
M^cCLOY LLP FOR APPROVAL AND ALLOWANCE OF
COMPENSATION FOR SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES INCURRED**

Name of applicant:	<u>Milbank, Tweed, Hadley & M^cCloy LLP</u>
Authorized to provide professional services to:	<u>Official Committee of Unsecured Creditors</u>
Date of retention:	<u>Order entered on June 29, 2012, retaining Milbank nunc pro tunc to April 10, 2012</u>
Period for which compensation and reimbursement are sought:	<u>April 11, 2012 – September 17, 2013</u>
Amount of compensation requested:	<u>\$23,574,219.00 (100%)</u>

¹ The chapter 11 case captioned In re Falcon Gas Storage Company, Inc., No. 12-11790 (Bankr. S.D.N.Y.) (the "Falcon Case") is being jointly administered as one of the above-captioned cases. No plan has been confirmed in the Falcon Case.

Amount of expense reimbursement
requested: \$545,127.08 (100%)

This is an: _____ interim X final application.

This is the fourth fee application filed by Milbank, Tweed, Hadley & McCloy LLP in these cases.

**FOURTH AND FINAL FEE APPLICATION OF MILBANK, TWEED, HADLEY & M^CCLOY LLP
AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF ARCAPITA BANK B.S.C.(C), ET AL.
(APRIL 11, 2012 – SEPTEMBER 17, 2013)²**

Name	Position; Experience	Hourly Rate³	Total Hours	Total Compensation
Dennis Dunne	Financial Restructuring Partner at Milbank for 15 years; admitted in 1991.	\$1,160	378.80	\$439,408.00
		\$1,140	536.50	\$611,610.00
		\$580*	43.80	\$25,404.00
		\$570*	45.60	\$25,992.00
Linda Dakin-Grimm	Litigation Partner at Milbank for 14 years; admitted in 1985.	\$1,160	7.00	\$8,120.00
David Zeltner	Global Corporate Partner at Milbank for 2 years; admitted in 1978.	\$1,140	26.30	\$29,982.00
John Dewar	Global Project Finance Partner at Milbank for 5 years; admitted in 1991.	\$1,160	195.70	\$227,012.00
		\$1,125	51.10	\$57,487.50
Wilbur Foster	Financial Restructuring Partner at Milbank for 22 years; admitted in 1982.	\$1,160	53.90	\$62,524.00
		\$1,075	10.10	\$10,857.50
Thomas Janson	Global Corporate Partner at Milbank for 11 years; admitted in 1985.	\$1,160	139.70	\$162,052.00
		\$1,075	4.30	\$4,622.50
Jane Morgan	Global Corporate Partner at Milbank for 2 years; admitted in 1997.	\$1,160	982.90	\$1,140,164.00
		\$1,125	96.40	\$108,450.00
Robert Mullen	Global Securities Partner at Milbank for 22 years; admitted in 1981.	\$1,160	5.90	\$6,844.00
Stuart Harray	Global Corporate Partner at Milbank for 6 years; admitted in 1993.	\$1,125	21.40	\$24,075.00

² This chart reflects fees that were incurred throughout the entire Total Compensation Period.

³ Due to firm-wide rate increases that were implemented as of January 1, 2013, certain Milbank attorneys and paraprofessionals have billed at two different hourly rates during the Total Compensation Period. As such, the first number in this column corresponds to the individual's hourly billing rate for the period from January 1, 2013 through September 17, 2013, while the second number corresponds to the individual's hourly billing rate for the period from April 11, 2012 through December 31, 2012.

* Non-working travel time is billed at 50% of standard hourly rates.

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Robert Jay Moore	Financial Restructuring Partner at Milbank for 16 years; admitted in 1977.	\$1,125	3.90	\$4,387.50
Andrew Walker	Tax Partner at Milbank for 11 years; admitted in 1995.	\$1,160 \$1,075	31.40 .80	\$36,424.00 \$860.00
Paul Wessel	Tax Partner at Milbank for 6 years; admitted in 1988.	\$1,075	26.20	\$28,165.00
David Lamb	Global Corporate Partner at Milbank for 23 years; admitted in 1992.	\$1,030	26.70	\$27,501.00
Andrew Leblanc	Litigation Partner at Milbank for 7 years; admitted in 1998.	\$1,160 \$1,030 \$580* \$515	123.60 106.70 9.60 11.50	\$143,376.00 \$109,901.00 \$5,568.00 \$5,922.50
Nicholas James Angel	Financial Restructuring Partner at Milbank for 4 years; admitted in 1989.	\$1,100	1.80	\$1,980.00
Albert Pisa	Alternative Investments Partner at Milbank for 9 years; admitted in 1997.	\$1,160 \$1,030	164.10 57.00	\$190,356.00 \$58,710.00
Mark Stamp	Global Corporate Partner at Milbank for 1 year; admitted in 1985.	\$1,160	112.50	\$130,500.00
Brett Goldblatt	Global Corporate Partner at Milbank for 8 years; admitted in 1998.	\$1,100	43.70	\$48,070.00
Wayne Aaron	Litigation Partner at Milbank for 9 years; admitted in 1996.	\$1,050	21.20	\$22,260.00
Peter Schwartz	Global Securities Partner at Milbank for 3 years; admitted in 1998.	\$1,050	101.40	\$106,470.00
Stacey Rappaport	Litigation Partner at Milbank for 9 years; admitted in 1997.	\$975	92.40	\$90,090.00
Abhilash Raval	Financial Restructuring Partner at Milbank for 6 years; admitted in 1997.	\$975 \$487.5*	153.60 41.00	\$149,760.00 \$19,987.50
Russell Kestenbaum	Tax Partner at Milbank for 6 years; admitted in 1997.	\$950	2.50	\$2,375.00
Evan Fleck	Financial Restructuring Partner at Milbank for 3 years; admitted in 2002.	\$1,000 \$900 \$500* \$450*	1,549.90 1,297.00 51.00 34.50	\$1,549,900.00 \$1,167,300.00 \$25,500.00 \$15,525.00

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Joel Krasnow	Tax Partner at Milbank for 5 years; admitted in 1990.	\$1,000	53.10	\$53,100.00
Thomas James Canning	Litigation Partner at Milbank for 3 years; admitted in 2000.	\$975	2.00	\$1,950.00
		\$875	3.40	\$2,975.00
Atara Miller	Litigation Partner for 1 year; admitted in 2003.	\$950	24.20	\$22,990.00
Nicholas Smith	Global Corporate Partner at Milbank for 1 year; admitted in 2003.	\$950	71.30	\$67,735.00
Daniel Michalchuk	Global Project Finance Partner at Milbank for 13 years; admitted in 2001.	\$825	3.20	\$2,640.00
Patrick Holmes	Global Leveraged Finance Of Counsel at Milbank for 12 years; admitted in 1977.	\$1,045	8.50	\$8,882.50
		\$995	25.20	\$25,074.00
Dennis O'Donnell	Financial Restructuring Of Counsel at Milbank for 6 years; admitted in 1992.	\$960	138.70	\$133,152.00
		\$910	746.80	\$679,588.00
Dorothy Heyl	Litigation Of Counsel At Milbank for 9 years; admitted in 1984.	\$955	33.50	\$31,992.50
Lena Mandel	Senior Attorney at Milbank for 11 years; admitted in 1990.	\$810	169.90	\$137,619.00
		\$795	171.00	\$135,945.00
Brian Kelly	Special Counsel at Milbank; admitted in 2001.	\$780	1.00	\$780.00
		\$750	1.50	\$1,125.00
Matthew Mortimer	Tax Associate at Milbank for 6 years; admitted in 2009.	\$805	71.00	\$57,155.00
Lisa Brabant	Real Estate Associate at Milbank for 15 years; admitted in 1999.	\$750	23.70	\$17,775.00
Mia Korot	Litigation Associate at Milbank for 9 years; admitted in 2004.	\$750	37.80	\$28,350.00
Erika Kuver-Del Duca	Real Estate Associate at Milbank for 10 years; admitted in 2004.	\$750	10.70	\$8,025.00
Katherine Soanes	Global Corporate Associate at Milbank for 8 years; admitted in 1996.	\$780	15.20	\$11,856.00
		\$750	7.30	\$5,475.00
Mark Withey	Global Corporate Associate at Milbank for 4 years; admitted in 2001.	\$750	87.90	\$65,925.00

Name	Position; Experience	Hourly Rate³	Total Hours	Total Compensation
Cindy Chen Delano	Financial Restructuring Associate at Milbank for 2 years; admitted in 2005.	\$780	66.20	\$51,636.00
		\$735	182.80	\$134,358.00
Jennifer Harris	Alternative Investments Associate at Milbank for 9 years; admitted in 2000.	\$780	225.90	\$176,202.00
Peter Newman	Financial Restructuring Associate at Milbank for 9 years; admitted in 2005.	\$780	606.40	\$472,992.00
		\$735	961.40	\$706,629.00
John Goldfinch	Alternative Investments Associate at Milbank for 2 years; admitted in 2008.	\$755	3.80	\$2,869.00
Shepard Liu	Global Project Finance Associate at Milbank for 3 years; admitted in 2006.	\$755	243.80	\$184,069.00
Adrian Yeo	Global Securities Associate for 6 years; admitted in 2001.	\$735	3.30	\$2,425.50
Patrick Marecki	Litigation Associate at Milbank for 8 years; admitted in 2006.	\$755	191.70	\$144,733.50
		\$720	163.80	\$117,936.00
Sarah Sulkowski	Litigation Associate at Milbank for 2 years; admitted in 2009	\$720	17.70	\$12,744.00
Paul Torres	Litigation Associate at Milbank for 8 years; admitted in 2005.	\$720	19.10	\$13,752.00
Kim Shah	Global Corporate Associate at Milbank for 2 years; admitted in 2006.	\$755	1,160.80	\$876,404.00
Patrick Tierney	Real Estate Associate at Milbank for 1 year; admitted in 2007.	\$755	34.60	\$26,123.00
Daniel Wayte	Global Corporate Associate at Milbank for 1 year; admitted in 2005.	\$755	109.10	\$82,370.50
		\$720	37.10	\$26,712.00
Merih Altay	Global Corporate Associate at Milbank for 7 years; admitted in 2006.	\$740	126.00	\$93,240.00
Nicholas Bassett	Litigation Associate at Milbank for 7 years; admitted in 2007.	\$740	246.00	\$182,040.00
		\$695	32.90	\$22,865.50
Rachel Fink	Global Corporate Associate at Milbank for 7 years; admitted in 2007.	\$695	12.10	\$8,409.50
Emma Hogwood	Litigation Associate at Milbank for 3 years; admitted in 2006.	\$740	3.80	\$2,812.00

Name	Position; Experience	Hourly Rate³	Total Hours	Total Compensation
Aluyah Imoisili	Litigation Associate at Milbank for 7 years; admitted in 2006.	\$740	12.10	\$8,954.00
		\$695	26.70	\$18,556.50
Arif Mawany	Global Corporate Associate at Milbank for 3 years; admitted in 2006.	\$740	65.90	\$48,766.00
		\$695	127.50	\$88,612.50
Morenike Johnson	Global Project Finance Associate at Milbank for 3 years; admitted in 2007.	\$675	12.70	\$8,572.50
Douglas Kim	Global Project Finance Associate at Milbank for 6 years; admitted in 2008.	\$675	23.20	\$15,660.00
Melanie Ann McLaughlin	Financial Restructuring Associate at Milbank for 3 years; admitted in 2008.	\$725	77.70	\$56,332.50
		\$675	478.10	\$322,717.50
Nicole Leyton Rosser	Tax Associate at Milbank for 6 years; admitted in 2008.	\$675	31.00	\$20,925.00
Gabriel Carnwath	Global Corporate Associate at Milbank for 2 years; admitted in 2009.	\$650	137.80	\$89,570.00
Samir Vora	Litigation Associate at Milbank for 6 year; admitted in 2007.	\$725	29.40	\$21,315.00
George Esposito	Global Corporate Associate at Milbank for 5 years; admitted in 2009.	\$700	24.70	\$17,290.00
Andrew H. Everett II	Global Corporate Associate at Milbank for 5 years; admitted in 2009.	\$700	752.10	\$526,470.00
		\$650	348.00	\$226,200.00
Christian Fahey	Global Corporate Associate at Milbank for 3 years; admitted in 2008.	\$650	4.50	\$2,925.00
Jared Joyce-Schleimer	Financial Restructuring Associate at Milbank for 5 years; admitted in 2009.	\$650	82.20	\$53,430.00
Peter Heller	Global Corporate Associate at Milbank for 5 years; admitted in 2009.	\$700	93.60	\$65,520.00
Jonathon Jackson	Global Securities Associate at Milbank for 1 year; admitted in 2009.	\$700	199.00	\$139,300.00
Nicholas Kamphaus	Financial Restructuring Associate at Milbank for 2 years; admitted in 2009.	\$700	1,368.60	\$958,020.00
		\$650	1,241.90	\$807,235.00

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Roger Lee	Financial Restructuring Associate at Milbank for 5 years; admitted in 2009.	\$700	823.50	\$576,450.00
		\$650	606.80	\$394,420.00
David Mollo-Christensen	Tax Associate at Milbank; admitted in 2009.	\$700	64.40	\$45,080.00
		\$650	3.40	\$2,210.00
Mark L. Rockefeller	Litigation Associate at Milbank for 2 years; admitted in 2012.	\$700	46.70	\$32,690.00
		\$650	126.70	\$82,355.00
Edward James L. Southgate	Global Securities Associate at Milbank for 5 years; admitted in 2004.	\$700	2.50	\$1,750.00
Matthew Thiel	Global Corporate Associate at Milbank for 5 years; admitted in 2009.	\$700	25.20	\$17,640.00
Anna Thomander	Financial Restructuring Associate at Milbank for 5 years; admitted in 2009.	\$700	62.70	\$43,890.00
		\$650	366.40	\$238,160.00
Nicholas Venditto	Global Corporate Associate at Milbank for 5 years; admitted in 2009.	\$700	102.80	\$71,960.00
Denise Barnes	Litigation Associate at Milbank for 4 years; admitted in 2010.	\$680	424.10	\$288,388.00
		\$625	36.80	\$23,000.00
John Calabrese	Litigation Associate at Milbank for 3 years; admitted in 2010.	\$625	16.90	\$10,562.50
Haley De Kraker	Litigation Associate at Milbank for 2 years; admitted in 2010.	\$625	5.00	\$3,125.00
Julia Fish	Alternative Investments Associate at Milbank for 4 years; admitted in 2010.	\$680	86.40	\$58,752.00
		\$625	19.90	\$12,437.50
Randy Clark	Tax Associate at Milbank for 4 years; admitted in 2010.	\$680	6.90	\$4,692.00
Peter Edworthy	Litigation Associate at Milbank for 1 year; admitted in 2009.	\$680	4.70	\$3,196.00
Bradley Friedman	Financial Restructuring Associate at Milbank for 4 years; admitted in 2010.	\$680	898.80	\$611,184.00
		\$625	950.20	\$593,875.00
		\$340*	2.60	\$884.00
Andrew Morton	Financial Restructuring Associate at Milbank for 4 years; admitted in 2010.	\$680	202.30	\$137,564.00
Brian Murphy	Global Corporate Associate at Milbank for 4 years; admitted in 2010.	\$625	2.00	\$1,250.00

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Michael Nguyen	Alternative Investments Associate at Milbank for 1 year; admitted in 2010.	\$680	54.30	\$36,924.00
Elena Radine	Global Corporate Associate at Milbank for 3 years; admitted in 2010.	\$680	53.40	\$36,312.00
Nehal Siddiqui	Global Corporate Associate at Milbank for 4 years; admitted in 2010.	\$680 \$625	201.60 2.90	\$137,088.00 \$1,812.50
Christianne Williams	Global Securities Associate at Milbank for 3 years; admitted in 2009.	\$680	7.00	\$4,760.00
Eluard Alegre	Financial Restructuring Associate at Milbank for 3 years; admitted in 2011.	\$645 \$570	159.30 698.50	\$102,748.50 \$398,145.00
Adam Heasley	Global Corporate Finance Associate at Milbank for 3 years; admitted in 2011.	\$570	15.30	\$8,721.00
Tiffani Simmons	Real Estate Associate at Milbank for 2 years; admitted in 2011.	\$570	19.60	\$11,172.00
Christina Totino	Litigation Associate at Milbank for 3 years; admitted in 2011.	\$570	7.60	\$4,332.00
Tristan Burt	Financial Restructuring Associate at Milbank; admitted in 2011.	\$645	6.30	\$4,063.50
Hannah Dworkis	Global Corporate Associate at Milbank for 3 years; admitted in 2011.	\$645	44.70	\$28,831.50
Regina Gromen	Alternative Investments Associate at Milbank for 3 years; admitted in 2011.	\$645	72.10	\$46,504.50
Aaron Stine	Global Corporate Associate at Milbank for 3 years; admitted in 2011.	\$645	653.30	\$421,378.50
Greta Ulvad	Financial Restructuring Associate at Milbank for 2 years; admitted in 2011.	\$645 \$570	1,083.20 1,397.00	\$698,664.00 \$796,290.00
Munib Hussain	Global Project Finance Associate at Milbank for 2 years; admitted in 2012.	\$585 \$470	524.90 29.00	\$307,066.50 \$13,630.00

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Jonathan Keen	Financial Restructuring Associate at Milbank for 2 years; admitted in 2011.	\$470	120.80	\$56,776.00
Jordan Lacy	Global Corporate Associate at Milbank for 2 years; admitted in 2012.	\$585 \$470	195.70 471.90	\$114,484.50 \$221,793.00
Lysondra Ludwig	Tax Associate at Milbank for 2 year; admitted in 2012.	\$585	9.10	\$5,323.50
Andrew Tsang	Financial Restructuring Associate at Milbank for 2 years; admitted in 2012.	\$585 \$470	609.70 969.70	\$356,674.50 \$455,759.00
Kevin Begley	Global Corporate Associate at Milbank for 1 year; admitted in 2013.	\$480	108.60	\$52,128.00
Charlotta Chung	Financial Restructuring Associate at Milbank for 1 year; admitted in 2013.	\$480 \$295	117.70 92.50	\$56,496.00 \$27,287.50
Vicky Cox	Global Project Finance Associate at Milbank for 1 year; admitted in 2013.	\$480	1.50	\$720.00
James Ebberson	Global Corporate Associate at Milbank for 1 year; admitted in 2013.	\$480 \$295	878.70 79.30	\$421,776.00 \$23,393.50
Steven Haag	Financial Restructuring Associate at Milbank for 1 year; admitted in 2012.	\$480	2.00	\$960.00
Amy Kurtich	Global Corporate Associate at Milbank for 1 year; admitted in 2013.	\$480	100.10	\$48,048.00
Claire Marianne Hall	Alternative Investments Associate at Milbank; admitted in 2013.	\$375	4.10	\$1,537.50
Brett Lowe	Litigation Associate at Milbank; admission pending.	\$295	11.40	\$3,363.00
Monica Alston	Case Manager	\$260	39.60	\$10,296.00
Abayomi Ayandipo	Case Manager	\$275 \$260	31.80 2.50	\$8,745.00 \$650.00
Theophile Jomier	Legal Assistant	\$220	23.00	\$5,060.00
Vasiliki Katsarou	Legal Assistant	\$220	61.40	\$13,508.00
Kim Strosser	Legal Assistant	\$290	3.90	\$1,131.00
Paul Butters	Legal Assistant	\$235	10.00	\$2,350.00
Leana Divine	Legal Assistant	\$235	2.80	\$658.00

Name	Position; Experience	Hourly Rate ³	Total Hours	Total Compensation
Charmaine Thomas	Legal Assistant	\$220	149.70	\$32,934.00
		\$210	244.50	\$51,345.00
Jacqueline Brewster	Legal Assistant	\$205	52.40	\$10,742.00
		\$195	94.40	\$18,408.00
Egzon Thaqi	Legal Assistant	\$200	6.00	\$1,200.00
Wendy Sobel Barr	Legal Assistant	\$180	23.00	\$4,140.00
John Peter Kaytrosh	Legal Assistant	\$175	64.60	\$11,305.00
		\$165	59.10	\$9,751.50
Rohan S. Kazi	Legal Assistant	\$175	123.60	\$21,630.00
		\$165	121.90	\$20,113.50
Kaiying Ye	Legal Assistant	\$175	9.50	\$1,662.50
Rhodely Vallon	Litigation Support Specialist	\$310	6.50	\$2,015.00
Edward Milner	Litigation Support Specialist	\$290	23.20	\$6,728.00
		\$275	20.80	\$5,720.00
Theartis Everett	Litigation Support Specialist	\$280	19.00	\$5,320.00
Paula Prudenti	Librarian	\$245	3.00	\$735.00
Gabriele Zsebi	Librarian	\$240	4.80	\$1,152.00
		\$230	.40	\$92.00
Megan Scalon	Litigation Support Specialist	\$190	2.50	\$475.00
Yaxun Wang	Translator	\$200	87.50	\$17,500.00
Maria Smilen	File Clerk	\$130	.60	\$78.00
Total		\$718.00 (blended rate)⁴	32,937.80 hours	\$23,649,219.00⁵

⁴ The blended rate excluding paraprofessionals is \$738.92 per hour.

⁵ This amount does not reflect the \$75,000 in aggregate amount of fees that were voluntarily reduced under the First, Second and Third Interim Fee Applications in order to address the concerns of the U.S. Trustee.

**FOURTH AND FINAL FEE APPLICATION OF MILBANK, TWEED, HADLEY & M^CCLOY LLP
AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF ARCAPITA BANK B.S.C.(C), ET AL.
(APRIL 11, 2012 – SEPTEMBER 17, 2013)**

ACTIVITY	HOURS	FEES
Adequate Protection	178.30	\$120,958.00
Asset Sales	2,369.20	\$1,754,082.50
Automatic Stay	290.60	\$178,300.00
Bahrain Issues	350.40	\$279,241.00
Business Plan Review	40.90	\$35,332.00
Cash Management	606.20	\$434,554.00
Cayman Proceedings	251.60	\$197,694.00
Claims Analysis and Estimation	697.50	\$456,171.00
Committee Administration	1,500.30	\$1,037,477.50
Committee Meetings	1,633.90	\$1,328,588.00
Committee Retention Applications	368.20	\$238,525.00
Communication with Creditors & Website	625.60	\$404,177.00
Corporate Matters	4,523.30	\$3,345,620.00
Court Hearings	999.80	\$727,830.00
Debtor-in-Possession Meetings and Communications	283.80	\$245,643.50
Project Finance & Infrastructure	302.20	\$205,649.50
DIP Financing	701.20	\$532,538.50
Disclosure Statement	241.80	\$176,640.00
Employee Issues	730.00	\$538,786.00
Exclusivity Issues	218.60	\$156,413.00
Executory Contracts	109.70	\$69,894.00
Exit Financing	808.30	\$687,354.50
Fee Applications - Other	178.50	\$99,861.00
File, Docket and Calendar Maintenance	633.30	\$221,254.00
Investments and Portfolio Companies	3,675.50	\$2,320,884.00
Insurance Matters	177.20	\$126,661.00
Intercompany Issues	253.90	\$192,003.00

ACTIVITY	HOURS	FEES
Islamic Finance Issues	693.00	\$489,573.50
Litigation	179.80	\$140,762.50
Milbank Fee Statements and Applications	878.80	\$537,106.00
Other Foreign Proceedings Issues	2.30	\$1,495.00
Private Equity Issues	71.20	\$46,440.00
Real Estate Matters	798.70	\$595,662.50
Regulatory Issues	14.70	\$9,110.00
Reorganization Plan	2,326.80	\$1,975,255.00
Reporting Requirements	53.60	\$35,655.50
Retention of Professionals	689.70	\$472,361.00
Rule 2004 Examinations	171.40	\$126,649.50
Secured Creditor Issues	723.70	\$480,941.00
Substantive Consolidation	30.60	\$18,800.00
Tax Issues	75.50	\$64,950.00
Travel	239.60	\$124,783.00
Customer Issues	7.60	\$5,692.00
Voidable Transfers	2,416.70	\$1,702,100.00
Aim MSA	814.30	\$709,750.50
Total	32,937.80	\$23,649,219.00

**FOURTH AND FINAL FEE APPLICATION OF MILBANK, TWEED, HADLEY & M^CCLOY LLP
AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF ARCAPITA BANK B.S.C.(C), ET AL.
(APRIL 11, 2012 – SEPTEMBER 17, 2013)⁶**

DISBURSEMENTS	AMOUNT
Airfreight	\$5,376.53
Cab Fares	\$50,421.56
Color Copies	\$21,178.25
Computer Database Research	\$233,102.26
Mail/Messenger	\$2,390.75
Meals	\$26,968.76
Photocopies/Printing	\$59,761.10
Telephone	\$37,788.73
Travel	\$108,139.14
TOTAL DISBURSEMENTS	<u><u>\$545,127.08</u></u>

⁶ This chart reflects expenses that were incurred throughout the entire Total Compensation Period.

Dennis F. Dunne
Evan R. Fleck
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1 Chase Manhattan Plaza
New York, NY 10005
Telephone: (212) 530-5000

*Counsel for Official Committee of Unsecured
Creditors of Arcapita Bank B.S.C.(c), et al.*

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

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	:	
In re:	:	Chapter 11
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ARCAPITA BANK B.S.C.(c), et al.,	:	Case No. 12-11076 (SHL)
	:	
Reorganized Debtors.⁷	:	Confirmed
	:	
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**FOURTH AND FINAL APPLICATION OF MILBANK, TWEED, HADLEY &
M^cCLOY LLP FOR APPROVAL AND ALLOWANCE OF
COMPENSATION FOR SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES INCURRED**

TO THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE:

Milbank, Tweed, Hadley & M^cCloy LLP ("Milbank"), counsel to the Official
Committee of Unsecured Creditors (the "Committee") of Arcapita Bank B.S.C.(c) ("Arcapita
Bank") and its affiliated debtors in possession in the above-captioned cases (collectively, the
"Debtors" or "Reorganized Debtors," as applicable), hereby submits its application (the
"Application"), pursuant to sections 330 and 331 of chapter 11 of title 11 of the United States
Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), rule 2016 of the Federal

Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, effective February 5, 2013 (together with Local Rule 2016-1, the “Local Guidelines”), to the extent applicable, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, effective January 30, 1996 (the “U.S. Trustee Guidelines,” and together with the Local Guidelines, the “Guidelines”), and the *Order Granting Debtors’ Motion for Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members*, dated May 18, 2012 [Docket No. 159] (the “Interim Compensation Order”), for an order:

(i) allowing, on a final basis, (a) compensation for professional services rendered to the Committee from April 11, 2012 through and including September 17, 2013 (the “Total Compensation Period”) in the amount of \$23,574,219.00, and (b) reimbursement of expenses incurred in connection with such services in the amount of \$545,127.08;⁸ and

(ii) authorizing and directing the Escrow Agent⁹ to pay to Milbank the amount of \$5,585,843.05, which is the total unpaid amount owing to Milbank by the Debtors for services

⁷ The chapter 11 case captioned In re Falcon Gas Storage Company, Inc., No. 12-11790 (Bankr. S.D.N.Y.) (the “Falcon Case”) is being jointly administered as one of the above-captioned cases. No plan has been confirmed in the Falcon Case.

⁸ The fees and expenses sought for the Total Compensation Period comprises fees and expenses allowed on an interim basis in connection with the Prior Fee Applications (as defined below), as well as compensation for professional services rendered to the Committee during the period from April 1, 2013 through and including September 17, 2013 (the “Fourth Interim Compensation Period”) in the amount of \$9,843,305.50 and reimbursement of expenses incurred in connection with such services in the amount of \$121,093.03.

⁹ Pursuant to section 2.2 of the Plan, RA Holding Corp. and JPMorgan Chase Bank, N.A. (in its capacity as escrow agent, the “Escrow Agent”), entered into an escrow agreement (the “Escrow Agreement”), dated as of September 16, 2013. Pursuant to the Escrow Agreement, the Escrow Agent established an escrow

rendered and expenses incurred during the Total Compensation Period (including any amounts “held back” during such period pursuant to the Interim Compensation Order and each order approving Milbank’s compensation for each of the First Interim Compensation Period, the Second Interim Compensation Period, and the Third Interim Compensation Period (each as defined below)); and in support thereof respectfully represents as follows:

II. **INTRODUCTION**

A. Background

1. Bankruptcy Filing. On March 19, 2012 (the “Petition Date”), Arcapita Bank and five of its affiliates commenced the above-captioned chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (the “Court”). On April 30, 2012, Falcon Gas Storage Co., Inc. (“Falcon”) commenced its case under chapter 11 of the Bankruptcy Code. The Debtors’ chapter 11 cases have been consolidated for procedural purposes and are being jointly administered pursuant to Rule 1015(b) of the Bankruptcy Rules. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the chapter 11 cases.

2. Creditors’ Committee. On April 5, 2012, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the Committee.¹⁰

account in the name of RA Holding Corp. at JPMorgan Chase Bank, N.A., which was funded by RA Holding Corp. on September 17, 2013 in order to pay in full any professional fees and expenses incurred but unpaid as of the Effective Date (as defined below).

¹⁰ The Committee currently comprises the following entities: (i) Arcsukuk (2011-1) Limited c/o BNY Mellon Corporate Trustee Services Limited; (ii) Barclays Bank PLC; (iii) Central Bank of Bahrain; (iv) Commerzbank AG; (v) National Bank of Bahrain B.S.C.; and (vi) VR Global Partners, L.P.

3. Jurisdiction. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the chapter 11 cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are sections 330 and 331 of the Bankruptcy Code. Pursuant to the Local Guidelines, a certification regarding compliance with the Guidelines is attached hereto as Exhibit A.

4. Status of Chapter 11 Cases. On June 17, 2013, the Court entered an order [Docket No. 1262] confirming the *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)* [Docket No. 1251] (the “Plan”). On September 17, 2013, the effective date (the “Effective Date”) of the Plan occurred. See Notice of (A) Effective Date of Plan of Reorganization and (B) Deadline to Submit Proofs of Claim with Respect to (i) Administrative Expense Claims, (ii) Professional Compensation Claims, and (iii) Rejection Damages Claims [Docket No. 1518]. The public docket of the chapter 11 cases indicates that the Debtors have filed all monthly operating reports to date. As of August 31, 2013, the Debtors reported \$114,167,428.00 in available cash and cash equivalents on hand or on deposit. See Monthly Operating Report for the Period from August 1, 2013 to August 31, 2013 [Docket No. 1514]. Neither the Committee nor Milbank has independently verified (nor does this Application provide) the additional information described in section A.2 of the Local Guidelines.

5. Broad Role of Committee and Milbank in Chapter 11 Cases. The Committee and its advisors expended a substantial amount of time and effort throughout the Total Compensation Period, both publicly and behind the scenes, often leading directly to extremely favorable outcomes for all unsecured creditors. Throughout the chapter 11 cases, the

Committee remained disciplined, often proposing discussion and negotiation rather than threats of litigation or filing incendiary pleadings, avoiding expensive and protracted litigation that could have continued long after the Debtors' emergence from chapter 11. This is a direct reflection on the quality and dedication of the Committee members, as well as the selection process employed by the U.S. Trustee which resulted in this membership.

6. During the chapter 11 cases, due to the "insider" relationship between AIM Group Limited ("AIM") and the Debtors' senior management, the Committee took the lead in protecting the interests of the estates, since they aligned with the interests of the Debtors' unsecured creditors. For instance, the Committee, aided by its advisors, was the sole party representing the interests of the estates in negotiations with the Debtors' senior management over the terms of the management services agreement (the "MSA") between RA Holdco 3 Limited and AIM, pursuant to which AIM will provide management services to the Reorganized Debtors.

7. The Committee and its advisors also spent a material amount of time crafting and negotiating a resolution to balance the Reorganized Debtors' interests in portfolio investments with those of third-party investors, which was memorialized in the Cooperation Settlement Term Sheet (as defined in the Plan), and then implementing the Cooperation Settlement Term Sheet. This construct was designed to maximize the value of the Reorganized Debtors' assets and to establish a viable going-forward governance structure for the Reorganized Debtors.

8. The Committee and its advisors also took control of the development of a distribution scheme that fairly allocates estate assets among the Debtors' claimants. The Committee followed through on this process, drafting documentation for the various securities contemplated by the Plan (including a highly complex Shari'ah-compliant *sukuk* facility, in

addition to multiple classes of equity). The Committee, through its advisors, negotiated with various service providers to properly implement the distribution and maintenance of these securities, as well as communicating and negotiating with individual creditors regarding their claims against the Debtors.

9. Additionally, the Committee played an instrumental role in securing the Exit Financing (as defined below) on favorable terms. Largely as a result of the Committee's efforts, a competitive bidding process, pitting two potential lenders against one another, resulted in the current Exit Financing. The Committee and its advisors then took a leading role in negotiating and drafting final documentation for the Exit Financing Facility on behalf of the borrower.

10. In short, the Committee and its advisors strongly advocated on behalf of the estates in each of the key negotiations in these cases, often exceeding typical Committee duties.

B. Retention of Milbank and Billing History

11. Authorization for Milbank's Retention. On June 29, 2012, the Court issued the *Order Under 11 U.S.C. § 1103 and Fed. R. Bankr. P. 2014 and 5002, Authorizing Retention and Employment of Milbank, Tweed, Hadley & McCloy LLP as Counsel to Official Committee of Unsecured Creditors of Arcapita Bank B.S.C.(c), et al., Effective as of April 10, 2012* [Docket No. 289] (the "Retention Order"), authorizing Milbank's retention as counsel for the Committee in these cases. The Retention Order authorized Milbank to receive compensation pursuant to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Guidelines, the Interim Compensation Order and the local rules and orders of this Court.

12. First Interim Compensation Period. On August 16, 2012, Milbank filed its *First Interim Application of Milbank, Tweed, Hadley & M^cCloy LLP for Approval and Allowance of Compensation for Services Rendered and for Reimbursement of Expenses* [Docket No. 420] (the “First Interim Fee Application”). In the First Interim Fee Application, Milbank requested interim approval and allowance of (a) compensation for professional services rendered during the period from April 11, 2012 through and including July 31, 2012 (the “First Interim Compensation Period”) in the amount of \$4,245,724.00, and (b) reimbursement of its actual and necessary expenses incurred in connection with such services, in the amount of \$100,691.80.

13. On September 24, 2012, the Court entered an order [Docket No. 503] granting the First Interim Fee Application and authorizing the Debtors to pay to Milbank \$3,497,271.00, which reflected (a) a voluntary reduction of \$25,000.00 by Milbank of the fees requested for the First Interim Compensation Period after discussions with the U.S. Trustee and (b) a 20% holdback (the “First Holdback”) of the amount of fees sought in the First Interim Fee Application, in the amount of \$849,144.80. Following the Court’s entry of an order granting the Second Interim Fee Application (as defined below), Milbank received payment on account of the First Holdback.

14. Second Interim Compensation Period. On November 27, 2012, Milbank filed its *Second Interim Application of Milbank, Tweed, Hadley & M^cCloy LLP for Approval and Allowance of Compensation for Services Rendered and for Reimbursement of Expenses* [Docket No. 666] (the “Second Interim Fee Application”). In the Second Interim Fee Application, Milbank requested interim approval and allowance of (a) compensation for professional services rendered during the period from August 1, 2012 through and including October 31, 2012 (the “Second Interim Compensation Period”) in the amount of \$3,459,030.50, and (b) reimbursement

of its actual and necessary expenses incurred in connection with such services, in the amount of \$93,952.41.

15. On December 21, 2012, the Court entered an order [Docket No. 748] granting the Second Interim Fee Application and authorizing the Debtors to pay to Milbank \$2,747,224.40, which reflected (a) a voluntary reduction of \$25,000.00 by Milbank of the fees requested for the Second Interim Compensation Period after discussions with the U.S. Trustee and (b) a 20% holdback (the “Second Holdback”) of the amount of fees sought in the Second Interim Fee Application, in the amount of \$686,806.10. As a result, Milbank has received 80% of its fees and 100% of the expenses sought in the Second Interim Fee Application. Following the Court’s entry of an order granting the Third Interim Fee Application (as defined below), Milbank received payment on account of the Second Holdback.

16. Third Interim Compensation Period. On April 22, 2013, Milbank filed its *Third Interim Application of Milbank, Tweed, Hadley & M^cCloy LLP for Approval and Allowance of Compensation for Services Rendered and for Reimbursement of Expenses* [Docket No. 1015] (the “Third Interim Fee Application,” and collectively with the First and Second Interim Fee Applications, the “Prior Fee Applications”). In the Third Interim Fee Application, Milbank requested interim approval and allowance of (a) compensation for professional services rendered during the period from November 1, 2012 through and including March 31, 2013 (the “Third Interim Compensation Period”) in the amount of \$6,101,159.00, and (b) reimbursement of its actual and necessary expenses incurred in connection with such services, in the amount of \$229,389.84.

17. On May 23, 2013, the Court entered an order [Docket No. 1151] granting the Third Interim Fee Application and authorizing the Debtors to pay to Milbank \$4,860,927.20,

which reflected (a) a voluntary reduction of \$25,000.00 by Milbank of the fees requested for the Third Interim Compensation Period after discussions with the U.S. Trustee and (b) a 20% holdback (the “Third Holdback,” and, together with the First and Second Holdback, the Total Holdbacks) of the amount of fees sought in the Third Interim Fee Application, in the amount of \$1,215,231.80. As a result, Milbank has received 80% of its fees and 100% of the expenses sought in the Third Interim Fee Application. At the hearing on the Third Interim Fee Application, the Court indicated that it would consider an application to release the Third Holdback in connection with the retained professionals’ next interim fee applications.

18. Fourth Interim Compensation Period. In accordance with the Interim Compensation Order, Milbank submitted the following monthly fee statements (each, a “Fee Statement”) seeking interim compensation and reimbursement of expenses during the Fourth Interim Compensation Period:

- (a) On May 22, 2013, Milbank filed and served on the Notice Parties (as defined in the Interim Compensation Order) its thirteenth fee statement for the period from April 1, 2013 through and including April 30, 2013 [Docket No. 1138] (the “Thirteenth Fee Statement”). The Thirteenth Fee Statement sought (i) allowance of \$1,783,601.00 as compensation for services rendered and (ii) reimbursement of \$25,852.38 in expenses. As of the date hereof, Milbank has received a total of \$1,452,733.18, which represents payment of (x) 80% of Milbank’s fees; and (y) 100% of the expenses incurred pursuant to the Thirteenth Fee Statement.
- (b) On June 19, 2013, Milbank filed and served on the Notice Parties its fourteenth fee statement for the period from May 1, 2013 through and including May 31, 2013 [Docket No. 1270] (the “Fourteenth Fee Statement”). The Fourteenth Fee Statement sought (i) allowance of \$2,099,824.50 as compensation for services rendered and (ii) reimbursement of \$24,890.20 in expenses. As of the date hereof, Milbank has received a total of \$1,704,749.80, which represents payment of (x) 80% of Milbank’s fees; and (y) 100% of the expenses incurred pursuant to the Fourteenth Fee Statement.
- (c) On July 23, 2013, Milbank filed and served on the Notice Parties its fifteenth fee statement for the period from June 1, 2013 through and including June 30, 2013 [Docket No. 1379] (the “Fifteenth Fee Statement”). The Fifteenth Fee Statement sought (i) allowance of \$1,411,912.50 as compensation for services rendered and (ii) reimbursement of \$12,954.77 in expenses. As of the date hereof, Milbank has

received a total of \$1,142,484.77, which represents payment of (x) 80% of Milbank's fees; and (y) 100% of the expenses incurred pursuant to the Fifteenth Fee Statement.

- (d) On August 29, 2013, Milbank filed and served on the Notice Parties its sixteenth fee statement for the period from July 1, 2013 through and including July 31, 2013 [Docket No. 1472] (the "Sixteenth Fee Statement"). The Sixteenth Fee Statement sought (i) allowance of \$1,578,266.00 as compensation for services rendered and (ii) reimbursement of \$31,206.73 in expenses. As of the date hereof, Milbank has received a total of \$1,293,819.53, which represents payment of (x) 80% of Milbank's fees; and (y) 100% of the expenses incurred pursuant to the Sixteenth Fee Statement.
- (e) On September 23, 2013, Milbank filed and served on the Notice Parties its seventeenth fee statement for the period from August 1, 2013 through and including August 31, 2013 [Docket No. 1538] (the "Seventeenth Fee Statement"). The Seventeenth Fee Statement sought (i) an allowance of \$1,759,851.00 as compensation for services rendered and (ii) the reimbursement of \$19,547.33 in expenses. As of the date hereof, Milbank has not received any payments in connection with the Seventeenth Fee Statement.
- (f) On October 3, 2013, Milbank filed and served on the Notice Parties its eighteenth fee statement for the period from September 1, 2013 through and including September 17, 2013 [Docket No. 1596] (the "Eighteenth Fee Statement," and collectively with the Thirteenth, Fourteenth, Fifteenth, Sixteenth and Seventeenth Fee Statements, the "Fourth Interim Period Fee Statements"). The Eighteenth Fee Statement sought (i) an allowance of \$1,209,850.50 as compensation for services rendered and (ii) the reimbursement of \$6,641.62 in expenses. As of the date hereof, Milbank has not received any payments in connection with the Eighteenth Fee Statement.

19. In accordance with the Interim Compensation Order and as reflected in the foregoing summary, in the Fourth Interim Period Fee Statements, Milbank has requested an aggregate amount of \$9,964,398.53, and has received \$5,593,787.28.

20. Attached hereto as Exhibit B is a summary of the amounts requested during the Fourth Interim Compensation Period and amounts that remain due and outstanding as of the date hereof.

21. Milbank has not entered into any agreement, express or implied, with any other party for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in these cases.

22. No promises have been received by Milbank or any member thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

III. **APPLICATION**

23. By this Application, Milbank seeks: (i) approval, on a final basis, of the amount of \$23,574,219.00 for legal services rendered by Milbank, as counsel for the Committee, during the Total Compensation Period and the amount of \$545,127.08 for reimbursement of expenses incurred in connection with the rendition of such services, for a total award of \$24,194,346.08 (the “Total Application Request”);¹¹ and (ii) authorization for the Escrow Agent to make payment to Milbank, pursuant to the terms of the Escrow Agreement, which is attached hereto as Exhibit C, in the amount of \$5,585,843.05, which consists of (a) the \$1,215,231.80 Third Holdback plus (b) \$4,370,611.25, which represents the unpaid portion¹² of 100% of Milbank’s fees for legal services rendered and 100% of Milbank’s expenses incurred during the Fourth Interim Compensation Period.

¹¹ The Total Application Request includes compensation for professional services rendered by Milbank on behalf of the Committee during the Fourth Interim Compensation Period in the amount of \$9,843,305.50 (which reflects an aggregate voluntary reductions of \$178,122.00), and reimbursement of expenses incurred in connection with the rendering of such services in the amount of \$121,093.03.

¹² Milbank has received payment for all amounts approved pursuant to the Prior Fee Applications, with the exception of the Third Holdback. Pursuant to the Interim Compensation Order, Milbank has also received payment for the Fourth Interim Compensation Period in the total amount of \$5,593,787.28.

24. The Total Application Request is based upon (i) fees and expenses allowed on an interim basis in connection with the Prior Fee Applications and (ii) fees and expenses requested herein with respect to the Fourth Interim Compensation Period.

25. The fees for which approval is sought by Milbank in this Application reflect an aggregate of 32,937.80 hours of attorney and paraprofessional time spent and recorded in performing services for the Committee during the Total Compensation Period, at a blended average hourly rate of \$718.00 for both professionals and paraprofessionals. The blended hourly rate for professionals only is \$738.92.

26. Milbank rendered to the Committee all services for which compensation is sought solely in connection with these cases and in furtherance of the duties and functions of the Committee.

27. Milbank maintains computerized records of the time expended in the rendering of the professional services required by the Committee. These records are maintained in the ordinary course of Milbank's practice. For the convenience of the Court and parties in interest, a billing summary for services rendered during the Total Compensation Period is attached as part of the cover sheet to this Application, setting forth the name of each attorney and paraprofessional for whose work on these cases compensation is sought, each attorney's year of bar admission, the aggregate amount of time expended by each such attorney or paraprofessional, the hourly billing rate for each such attorney or paraprofessional at Milbank's then applicable billing rate, and an indication of the individual amounts requested as part of the total amount of compensation requested. Additionally, set forth in the billing summary is information indicating whether each attorney is a partner, of counsel, senior attorney or associate, the number of years each attorney has held their current position and each attorney's

area of concentration. The compensation requested by Milbank is based on the customary compensation charged by comparably skilled practitioners in cases other than cases under the Bankruptcy Code.

28. Milbank also maintains computerized records of all expenses incurred in connection with the performance of professional services. A billing summary for expenses incurred during the Total Compensation Period is attached as part of the cover sheet to this Application, setting forth the amounts for which reimbursement is sought by type of expense.

IV.
SUMMARY OF PROFESSIONAL SERVICES RENDERED

29. As discussed above, Milbank has previously submitted eighteen (18) fee statements in these chapter 11 cases and three (3) interim fee applications pursuant to the Interim Compensation Order. Each of the Prior Fee Applications, including all exhibits thereto, is incorporated herein by reference.

30. To provide an orderly summary of the services rendered on behalf of the Committee by Milbank, and in accordance with the Guidelines, Milbank has established the following separate project billing categories in connection with these cases:

00100	Adequate Protection Issues
00200	Asset Sales
00300	Automatic Stay Enforcement & Litigation
00400	Bahrain Issues
00500	Business Plan Review and Analysis
00600	Cash Management
00700	Cayman Proceedings Issues
00800	Claims Analysis and Estimation
00900	Committee Administration
01000	Committee Meetings
01100	Committee Retention Applications
01200	Communication with Creditors & Website
01300	Corporate Matters
01400	Court Hearings
01500	Debtor-in-Possession Meetings and Communications
01600	Project Finance and Infrastructure

01700	DIP Financing
01800	Disclosure Statement
01900	Employee Issues
02000	Environmental Issues
02100	Estimation Issues
02200	Exclusivity Issues
02300	Executory Contracts
02400	Exit Financing
02500	Fee Applications - Other
02600	File, Docket & Calendar Maintenance
02700	Investments and Portfolio Companies
02800	Insurance Matters
02900	Intellectual Property Issues
03000	Intercompany Issues
03100	Islamic Finance Issues
03200	Litigation
03300	Milbank Fee Statements and Applications
03400	Other Foreign Proceedings Issues
03500	Other International Matters
03600	Private Equity Issues
03700	Real Estate Matters
03800	Reclamation Issues
03900	Regulatory Issues
04000	Reorganization Plan
04100	Reporting Requirements
04200	Retention of Professionals
04300	Rule 2004 Examinations
04400	SEC Investigations and Securities Litigation
04500	Secured Creditor Issues
04600	Substantive Consolidation
04700	Tax Issues
04800	Travel Time
04900	Utilities Matters
05000	Vendor/Customer Issues
05100	Voidable Transfers and Other Potential Claims
05200	MSA

31. The following summary highlights key services rendered by Milbank in certain project billing categories where Milbank has expended a considerable number of hours on behalf of the Committee, but it is not intended to be a detailed description of all of the work performed. Detailed descriptions of the day-to-day services provided by Milbank and the time expended performing such services in each project billing category were attached to and filed as

exhibits to the Fee Statements previously filed by Milbank. Such detailed descriptions show that Milbank was heavily involved in the performance of services for the Committee on a daily basis, including night and weekend work, often under extreme time constraints, to meet the needs of the Committee in these cases.

A. Asset Sales

32. **EuroLog IPO**. During the First Interim Compensation Period, Milbank worked closely with the other professional advisors to analyze the terms of a proposal to monetize three groups of portfolio companies owned partially and indirectly by the Debtors that own, operate and/or develop a range of European real estate assets, together with the management company that oversees these portfolio companies (collectively, the “EuroLog Assets”). The Debtors had proposed to transfer the EuroLog Assets to a newly incorporated company that would offer its shares for sale to institutional investors through a public offering (the “EuroLog IPO”). The objective of Milbank’s diligence and discussions with the Debtors’ counsel and other professionals was to ensure that the Eurolog IPO maximizes recoveries for the Debtors’ estates.

33. The Debtors initially proposed to launch the EuroLog IPO at the end of June 2012 and Milbank worked intensely to complete the necessary due diligence and negotiations to accommodate this timing. In light of the market conditions at the end of May 2012, the process was put on hold. In late June 2012, the Debtors asked Milbank and Houlihan Lokey Capital, Inc. (“Houlihan”), the Committee’s financial advisor and investment banker, to resume their diligence with respect to the EuroLog IPO, with a view to seeking Court approval for the transaction in August in order for the Debtors to be in a position to potentially launch the EuroLog IPO if and when the European IPO markets re-opened in Fall 2012

34. During the First Interim Compensation Period, Milbank also reviewed and, in some cases, negotiated documentation for the EuroLog IPO, including the IPO prospectus and term sheets for underwriting agreements, a master transfer agreement governing the transfer of the EuroLog Assets to the listing vehicle, a trade mark license agreement and a relationship agreement. In addition, Milbank, at the direction of the Committee, conferred with the Debtors' legal advisors regarding an agreement on a process for Committee approval of the terms of the Eurolog IPO and for seeking Court approval for same.

35. During the Second Interim Compensation Period, Milbank continued to work closely with the other professional advisors to diligence, analyze and test the structure and terms of the Debtors' proposal to monetize the EuroLog Assets through the EuroLog IPO. However, due to an unfavorable macro-economic climate, the disappointing results of the EuroLog marketing process, and, ultimately, the recommendation of the underwriting banks, the Debtors decided on October 31, 2012, not to proceed with the EuroLog IPO.

36. The objective of the diligence and discussions undertaken by Milbank was to ensure that the EuroLog IPO would maximize recoveries for the Debtors' unsecured creditors. Pursuant to this Court's September 10, 2012 order [Docket No. 465], the Committee, Standard Chartered Bank ("SCB") and the Joint Provisional Liquidators of AIHL (the "JPLs") were each given consent rights with respect to the form and substance of the documents for the EuroLog IPO including an underwriting agreement, a master transfer agreement governing the transfer of the EuroLog Assets to the listing vehicle, a trade mark license agreement and a relationship agreement (the "IPO Documentation").

37. Milbank also negotiated a favorable interim settlement with the Debtors in relation to the payment of professional fees incurred by Linklaters LLP as the English law

advisors to the listing vehicle in connection with the EuroLog IPO. The settlement was confirmed in an order entered by the Court on August 28, 2012 [Docket No. 445].

38. In addition, Milbank, at the direction of the Committee, conferred with SCB's legal advisors, as well as the Debtors and the JPLs and their respective advisors, to negotiate and agree upon a settlement with SCB in relation to a number of outstanding issues in the chapter 11 cases more generally, including (a) how SCB's claims and security would be treated in the chapter 11 cases; (b) the provision to SCB of adequate protection for its secured claims; and (c) the reimbursement to SCB of certain fees and expenses, as a necessary pre-condition to SCB providing its consent to the proposed EuroLog IPO.

39. During the Third Interim Compensation Period, Milbank considered and advised the Committee regarding various issues that resulted from the withdrawal of the EuroLog IPO, including, among other things, its impact on the Debtors' liquidity and alternative monetizations for the EuroLog Assets.

40. In addition, Milbank advised the Committee with respect to the Debtors' request to lend funds to certain of their affiliates who own the EuroLog Assets to pay professional fees incurred by Linklaters LLP, KPMG LLP, and Freshfields Bruckhaus Deringer LLP in connection with EuroLog IPO [Docket No. 872] (the "IPO Fees Motion"). On the Committee's behalf, Milbank drafted and filed an objection to the IPO Fees Motion [Docket No. 893] (the "IPO Fees Objection"). In connection with the IPO Fees Objection, Milbank attorneys prepared for and conducted depositions of representatives from each of the IPO Professionals and the Debtors. Additionally, Milbank continued negotiations with the Debtors and their advisors to attempt to settle the disputes surrounding the IPO Fees Motion.

41. During the Fourth Interim Compensation Period, Milbank attorneys continued to negotiate with the Debtors and their advisors in an attempt to settle the disputes surrounding the IPO Fees Motion, while simultaneously preparing for potential litigation. Ultimately, the parties were able to reach agreement, and Milbank drafted and submitted to the Court stipulations settling the fee disputes for each of the three professionals, which the Court entered on July 23, 2013 [Docket No. 1377], August 8, 2013 [Docket No. 1424], and August 28, 2013 [Docket No. 1465], respectively. Milbank worked closely with counsel to the three professional firms to ensure that the structure encompassed therein would adequately reflect the settlement terms. Throughout the process, Milbank kept the Committee apprised of the negotiations and took direction from the Committee regarding the settlement discussions.

42. Also during the Fourth Interim Compensation Period, Milbank reviewed and summarized for the Committee issues in connection with the potential sale (the “EuroLog Sale”) of the EuroLog Assets to a third party. Milbank attorneys participated in numerous discussions with the Committee’s financial advisors, the Debtors’ advisors and Linklaters, as counsel to the potential purchaser, regarding the EuroLog Sale. Additionally, Milbank was actively involved in negotiating and drafting the various engagement letters, fee structures, and related materials with respect to professionals involved with the EuroLog Sale. As of the Effective Date, the EuroLog Sale had not closed.

43. **Other Asset Sales.** In addition to the EuroLog IPO, during the Third Interim Compensation Period, Milbank attorneys reviewed proposed sales or other dispositions of certain of the Debtors’ other assets. For example, Milbank reviewed, summarized, and advised the Committee with respect to the Debtors’ motion (the “Sunrise Sale Motion”) to approve the sale by their indirect non-debtor subsidiary, Assisted Living First Euro Investments

Ltd., of its 80% interest in a certain joint venture. Milbank also kept the Committee apprised of the status of monetization discussions regarding certain of the Debtors' portfolio investments.

B. Automatic Stay Enforcement & Litigation

44. During the First Interim Compensation Period, Milbank attorneys researched and analyzed issues arising in connection with the applicability of the automatic stay to various actions taken or proposed to be taken by parties in interest. Milbank attorneys also reviewed and advised the Committee in connection with a number of motions to lift the automatic stay.

45. During the Second Interim Compensation Period, Milbank attorneys researched and analyzed issues arising in connection with the extension of the automatic stay to non-Debtors.

46. During the Third Interim Compensation Period, Milbank attorneys researched and analyzed issues regarding the application of the automatic stay extraterritorially, in connection with competing legal and/or regulatory proceedings.

47. **Tide Lift Stay Motion**. On June 25, 2012, Tide Natural Gas Storage I, LP and Tide Natural Gas Storage II, LP (together, "Tide") filed a motion [Docket No. 279] (the "Tide Lift Stay Motion") seeking relief from the stay in order to continue an action against Arcapita Bank, Arcapita Inc., and Falcon that it had commenced prior to the Petition Date in the United States District Court for the Southern District of New York (the "District Court Action"). In the District Court Action, Tide alleged, among other things, fraud, breach of express warranty, breach of contract and various securities violations in connection with the sale by Falcon to Tide of a natural gas storage business called NorTex Gas Storage Company, LLC ("NorTex"), and sought, alternatively, money damages, disgorgement of Falcon's unjust gains, or rescission of the

purchase and sale of NorTex. At the direction of the Committee, Milbank drafted and filed a joinder to the Debtors' objection to the Tide Lift Stay Motion, which included, among other responses, a suggestion that the matter be sent to mediation. On August 1, 2012, the Court entered an order deferring any decision on the Tide Lift Stay Motion and ordering that the parties participate in a mediation in an attempt to achieve a consensual resolution of the overall dispute between Falcon and Tide.

48. During the Third Interim Compensation Period, Milbank attorneys reviewed and commented on the proposed order granting the Tide Lift Stay Motion, which the Court entered on February 28, 2013 [Docket No. 873].

C. Bahrain Issues

49. During the Total Compensation Period, Milbank, along with the Committee's Bahraini counsel, Hassan Radhi & Associates ("Hassan Radhi"), assessed the impact, direct or indirect, of the civil and corporate law of the Kingdom of Bahrain on the issues arising in the chapter 11 cases. Among the areas addressed were (i) the interplay between Bahraini and U.S. law regarding a creditor's right to set off mutual debts; (ii) the rights of terminated employees under Bahraini law; and (iii) the fiduciary duties of the directors of an insolvent corporation under Bahraini law.

50. Each of these issues arose in connection with the Committee's consideration of proposed transactions or court relief requested by the Debtors. Milbank and Hassan Radhi worked together to provide the Committee with written and oral reports that enabled the Committee to respond expeditiously and appropriately to each of the Debtors' requests.

51. In particular, during the Third Interim Compensation Period, Milbank attorneys worked with Hassan Radhi to analyze the enforceability of U.S. court orders in Bahrain and examine the corporate structure of the Debtors' investment in land located in Lusail City, Qatar and the implications of such structure.

52. Additionally, during the Third and Fourth Interim Compensation Periods, Milbank attorneys worked with Hassan Radhi to consider the going-forward regulation of the reorganized Debtors, to evaluate the Debtors' proposed post-reorganization corporate structure and to discuss the relevant considerations with the Committee. In connection therewith, Milbank attorneys researched the licensing and other regulatory requirements in Bahrain, drafted memoranda summarizing such issues for the Committee and the prospective board for the reorganized Debtors and exchanged correspondence with the CBB regarding the foregoing.

53. Finally, in the Fourth Interim Compensation Period, Milbank attorneys worked with the Committee's advisors and prospective members of the board of the reorganized Debtors to obtain the proper authorization from the CBB, in its capacity as a regulator, to permit the Committee's designees to serve as directors of Arcapita Bank.

D. Business Plan Review and Analysis

54. During the Second Interim Compensation Period, Milbank reviewed and analyzed the Debtors' business plan predicated on a significant injection of new equity (the "New Money Plan"). Following extensive review of the New Money Plan, Milbank met with the Debtors and their professional advisors in London on September 12 and 13, 2012, at which meeting the Debtors set forth their proposed rationale for the New Money Plan and discussed in greater detail the proposed implementation of that plan. Subsequently, the Debtors informed the Committee and its advisors that they were unable to obtain any equity commitments by the

agreed milestone date (November 1, 2012) which the Debtors and the Committee had agreed would be a prerequisite for further consideration of the New Money Plan.

E. Cash Management

1. Throughout the Total Compensation Period, Milbank, along with the Committee's other professionals, took a central role in reviewing the Debtors' proposed budgets and negotiating modifications with the Debtors in certain instances to ensure that the interests of the Debtors' unsecured creditors are protected.

2. In particular, during the First Interim Compensation Period, Milbank reviewed the procedures proposed by the Debtors with respect to their cash management system and negotiated with the Debtors a series of consensual interim cash management orders setting forth a vetting process for proposed transfers of cash by any of the Debtors, including the Debtors' submission of periodic budgets and the funding of portfolio investments on an as-needed basis.

3. Additionally, during the First and Second Interim Compensation Periods, as part of a more permanent resolution of the cash management issue, the Committee engaged in protracted negotiations with the Debtors regarding a "protocol" governing the budgeting process, the approval of the Debtors' funding of investments controlled by their non-debtor affiliates, and the allocation of both the proceeds from the disposition of assets and expenses among the Debtors. In connection therewith, Milbank attorneys spent substantial time drafting, reviewing, revising and negotiating this protocol.

4. During the Third Interim Compensation Period, Milbank attorneys researched, analyzed and drafted memoranda regarding issues in connection with the recovery of certain funds that Arcapita Bank had placed with three Bahraini banks prior to the Petition Date.

5. Finally, during the Fourth Interim Compensation Period, Milbank attorneys researched, drafted and filed the *Statement of Official Committee of Unsecured Creditors in Connection with Debtors' Eighteenth Interim Budget* [Docket No. 1458], in which the Committee emphasized the importance of the Debtors' speedy emergence from chapter 11 and expressed its concerns over certain of the Debtors' proposed expenditures for the period from September 1, 2013 through September 21, 2013.

F. Cayman Proceedings Issues

6. During the Total Compensation Period, Milbank attorneys spent time addressing a number of issues that arose in the liquidation proceedings of AIHL in the Cayman Islands (the "Cayman Liquidation"). Working together with the Committee's local Cayman counsel, Walkers Global ("Walkers"), Milbank provided advice to the Committee with respect to a number of legal issues. Milbank kept the Committee apprised of developments in the Cayman Liquidation through communication with the Debtors' counsel and the JPLs and their counsel, as well as review of the interim reports published by the JPLs.

7. In particular, during the First Interim Compensation Period, Milbank participated in a number of discussions with both the Debtors and the JPLs regarding the resolution of certain intercompany claims between the Debtors and AIHL and the ultimate formulation of a chapter 11 plan and a parallel Cayman scheme of arrangement that will allow the Debtors and AIHL to emerge from insolvency in both jurisdictions.

8. During the Second Interim Compensation Period, Milbank participated in negotiations with both the Debtors and the JPLs regarding a proposed settlement of various issues between Arcapita Bank and AIHL and the cross-border protocol that was ultimately approved both by this Court and by the court presiding over the Cayman Liquidation.

G. Claims Analysis and Estimation

9. During the First Interim Compensation Period, Milbank attorneys spent time addressing the parameters of the claims reconciliation process proposed by the Debtors. More specifically, Milbank reviewed and analyzed, in draft form, the Debtors' motion to establish a deadline for filing proofs of claims and certain procedures in connection therewith (the "Bar Date Motion"). Milbank attorneys asked the Debtors to include certain protective or clarifying provisions in the order of Bar Date Motion, to which the Debtors agreed.

10. During the Second Interim Compensation Period, Milbank attorneys communicated with the Committee and other unsecured creditors regarding this Court's order establishing a bar date by which proofs of claim must be filed [Docket No. 308] (the "Bar Date Order"). As a result of Milbank's involvement, the Bar Date Order was modified in a number of respects to make it more protective of the rights of unsecured creditors. Additionally, Milbank attorneys analyzed the merits of various claims and causes of action.

11. During the Third Interim Compensation Period, Milbank attorneys researched, analyzed, and drafted a memorandum regarding issues in connection with the potential imposition of a constructive trust on the proceeds of the sale and leaseback of interests in the Debtors' property in Lusail City, Qatar. Milbank attorneys also researched and drafted a memorandum regarding the potential subordination of Tide's claims against Falcon under section 510(b) of the Bankruptcy Code. In connection therewith, Milbank attorneys reviewed the briefs filed by the Debtors and Tide, among other parties, on the issue of subordination. Finally, Milbank researched issues relating to whether certain administrative expense claims against the Debtors can be disallowed or equitably subordinated.

12. Also during the Third Interim Compensation Period, Milbank attorneys reviewed and summarized Milbank's recommendations with respect to the Debtors' *Motion for Entry of an Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bank. P. 3007 Approving Claim Objection Procedures* [Docket No. 757] (the "Claim Objection Procedures Motion"). Milbank attorneys also reviewed and provided comments to the order on the Claim Objection Procedures Motion, which was entered on January 18, 2013 [Docket No. 785].

13. During the Fourth Interim Compensation Period, the Debtors filed the first through sixth omnibus objections to claims [Docket Nos. 1049-1053, 1515] (the "Omnibus Objections to Claims"). Milbank attorneys, in conjunction with FTI Consulting, Inc. ("FTI"), the Committee's financial advisor, reviewed, analyzed and summarized for the Committee the Omnibus Objections to Claims and the aggregate impact of such objections on the total claims pool.

14. Also during the Fourth Interim Compensation Period, Milbank attorneys began working with FTI, the Debtors, and the Debtors' advisors to identify and review claims that could be subject to objections, engaged in negotiations with numerous creditors in an attempt to resolve some of these objections, and reviewed and commented on the Debtors' stipulations settling objections to certain creditors' claims. Finally, Milbank and FTI engaged in frequent discussions with the Debtors and the Debtors' advisors in order to prepare for the transition of the claims reconciliation process from the Debtors' advisors to Milbank and the reorganized Debtors' other advisors upon the Effective Date.

H. Committee Meetings

15. Throughout the Total Compensation Period, the Committee generally held weekly telephonic meetings. Prior to each such meeting, Milbank (in consultation with the

Committee's financial advisors) prepared an agenda for discussion. Milbank also prepared and distributed for the Committee's prior review various related materials prepared by the Committee's professionals. During each Committee meeting, Milbank discussed with the Committee all significant case developments that occurred since the previous meeting and assisted the Committee in formulating a position with respect to each matter. Milbank and the Committee's financial advisors also prepared agendas and materials for weekly telephonic meetings with the Chair to discuss case developments and Committee administration.

16. Through telephonic Committee meetings and numerous other communications with the Committee's members, Milbank has assisted the Committee in (i) fulfilling its obligations to the unsecured creditors of each of the Debtors' estates, and (ii) making informed decisions regarding the numerous issues that have arisen in the chapter 11 cases.

17. In accordance with the Committee's by-laws, Milbank recorded minutes during each of the Committee meetings conducted during the Total Compensation Period.

I. Committee Retention Applications

18. During the First Interim Compensation Period, Milbank worked with the Committee Chair to coordinate the selection process of the Committee's other professionals, including: (i) Houlihan, as investment banker, (ii) FTI, as financial advisor, (iii) Walkers, as Cayman Islands counsel, and (iv) Hassan Radhi, as Bahraini counsel. In addition to preparing Milbank's own retention application, Milbank attorneys also assisted in the preparation of the retention applications for these professionals. Additionally, Milbank analyzed and addressed informal questions and issues raised by the U.S. Trustee with respect to these retention applications.

19. During the Second Interim Compensation Period, Milbank attorneys drafted and filed a supplemental retention application [Docket No. 434] for Houlihan. Because the Committee and Houlihan were still in negotiations with respect to the structure and amount of Houlihan's deferred fee at the time of Houlihan's initial retention application [Docket No. 246] (the "Houlihan Interim Application"), the Houlihan Interim Application sought approval only of a monthly fee. On the Committee's behalf, Milbank negotiated with Houlihan and the Debtors over the final terms of the deferred fee and, when agreement was reached on these terms, filed the supplemental retention application that sought approval thereof.

20. During the Second, Third and Fourth Compensation Periods, Milbank continued to search on a periodic basis its client database to determine whether it has any relationships with parties that have appeared in these cases. Upon discovery of relationships that had not been disclosed with the Court, Milbank prepared and filed two supplemental declarations [Docket Nos. 541, 829] to its retention application disclosing such relationships and describing the internal procedures that were implemented to ensure that no confidential information acquired in the Committee engagement would be shared with existing clients or used in connection with existing client engagements.

J. Communications with Creditors & Website

21. During the First Interim Compensation Period, Milbank led the Committee's efforts to establish a court-approved information-sharing protocol (the "Creditor Information Protocol") in accordance with section 1102(b)(3) of the Bankruptcy Code. The Creditor Information Protocol requires creditors' committees to (i) provide creditors with access to information and (ii) solicit and receive comments from creditors. Milbank attorneys

negotiated the contents of the Creditor Information Protocol with counsel for the Debtors and, ultimately, filed it with the Court, which the Court approved on June 6, 2012 [Docket No. 207].

22. Pursuant to the Creditor Information Protocol, Milbank established and maintained a website (the “Committee Website”) helping the Committee to communicate with creditors. Throughout the Total Compensation Period, Milbank attorneys drafted the content populating the Committee Website, including, among many other things, (i) general information about the Debtors’ chapter 11 cases, including adversary proceedings, (ii) highlights of significant events in the chapter 11 cases, (iii) important documents, and (iv) answers to frequently asked questions.

23. Additionally, during the Total Compensation Period, many creditors lodged inquiries with Milbank regarding the Debtors’ chapter 11 cases via telephone and by e-mail. In accordance with the Creditor Information Protocol, Milbank attorneys have regularly reviewed and responded to all such inquiries. Moreover, Milbank attorneys held in-person meetings with certain creditors holding significant claims against the Debtors.

K. Corporate Matters

24. During the First Interim Compensation Period, Milbank, on behalf of the Committee, reviewed and analyzed documentation regarding the corporate structure of the Debtors and their portfolio companies, including share purchase documentation, proxy agreements, administration agreements and corporate governance materials. Additionally, Milbank attorneys reviewed materials detailing portfolio company funding and the Debtors’ obligations thereunder, and analyzed potential consequences of the failure to fulfill such obligations. In connection with the foregoing, with the assistance of the Committee’s financial

advisors, Milbank began to analyze and prepare summaries of the corporate and capital structures of the Debtors and their portfolio companies.

25. Milbank, on behalf of the Committee, also drafted and sent to the Debtors comprehensive diligence requests with respect to the foregoing, in order to enable the Committee to properly analyze the Debtors' various requests for approval of deal funding throughout the course of these cases.

26. During the Fourth Interim Compensation Period, Milbank attorneys, along with the Committee's financial advisors, engaged in numerous discussions and negotiations with the Debtors' counsel and financial advisors regarding the corporate reorganization provided for in the Plan, including the implementation of the Cooperation Settlement Term Sheet, Equity Term Sheet and Sukuk Facility Term Sheet (each as defined in the Plan). In particular, Milbank attorneys drafted, reviewed and commented on shareholders agreements, organizational documents, resolutions, board minutes, and various other documents with respect to the disposition committee arrangements for the Debtors' investments and portfolio companies.

27. Milbank attorneys also reviewed and commented on documents relating to the "step plan" transactions provided for in the Implementation Memorandum (as defined in the Plan), arrangements for portfolio investments with third party investors, and amendments to certain management agreements. In connection with the foregoing, Milbank attorneys monitored the Debtors' electronic dataroom for diligence, and requested additional diligence materials where appropriate, with respect to the Debtors' various investments and portfolio companies.

28. Also during the Fourth Interim Compensation Period, Milbank attorneys drafted organizational documents for certain new holding companies, as well as agreements and

ancillary documents for the issuance of new equity and *sukuk*. In connection therewith, Milbank attorneys and Houlihan analyzed the various structures that could be used for the *sukuk*, and drafted and negotiated the *sukuk* documentation with Gibson Dunn, as counsel to the issuer and the *mudareb*, Latham & Watkins LLP, as counsel to the exit lender, and Hogan Lovells, as counsel to the delegate and security trustee with respect to the *sukuk*. Milbank attorneys also evaluated the various listing options available to the issuer, drafted the listing particulars and liaised with the Irish Stock Exchange to discuss the criteria for listing.

29. Finally, during the Fourth Interim Compensation Period, Milbank attorneys advised the Committee with respect to the establishment of a board of directors for RA Holding Corp. and certain of its affiliates. Milbank, along with the Committee's financial advisors, then organized meetings and made presentations to advise the incoming board members of their responsibilities as such and to provide background information on the history of the chapter 11 cases and the Debtors' business.

L. Court Hearings

30. During the Total Compensation Period, Milbank attorneys prepared for and appeared at all court hearings in the cases, including the regularly scheduled omnibus hearings and various special hearings and case conferences. To prepare for each hearing, among other things, Milbank attorneys reviewed and analyzed pleadings and related documents and correspondence, conducted factual and legal research, discussed various issues with the Committee's financial advisors and the Debtors' advisors, prepared memoranda for the Committee summarizing the matters to be heard at each hearing, identifying the issues raised and providing recommendations as to the Committee's response to each such matter and, in certain

instances, prepared responsive pleadings, exhibits, argument and cross-examination outlines. Following each hearing, Milbank promptly advised the Committee of the pertinent rulings.

M. Debtor-in-Possession Meetings and Communications

31. Immediately following the Committee's formation, numerous issues arose that required Milbank to be in frequent contact with the Debtors and their advisors to ensure that the Committee's concerns could be properly addressed. Milbank regularly reviewed with the Debtors matters that affected the Committee's constituency. Throughout the Total Compensation Period, Milbank attorneys were in frequent communications with the Debtors' advisors, including through numerous conference calls. Milbank also drafted and sent the Debtors' advisors various correspondence detailing outstanding diligence requests and the need for the improved sharing of information to enable the Committee to better evaluate case issues.

32. Because the members of the Committee and the Debtors are located in several countries throughout the world, during the First Interim Compensation Period, Milbank, together with the Debtors' advisors, coordinated a videoconference in which the Debtors, the Committee and their respective professionals were able to participate from their respective locations in the U.S., England and Bahrain. During the videoconference, the Committee and the Debtors discussed long term strategy, including the Debtors' future business plan, potential DIP financing and other issues of significant concern for both the Debtors and their unsecured creditors.

33. During the Second Interim Compensation Period, Milbank, together with the Debtors' advisors, coordinated an in-person meeting in London between the Debtors, the Committee, the JPLs and their respective professionals, that was held over a two-day period. During the Third Interim Compensation Period, Milbank, together with the Debtors' advisors,

also coordinated an in-person meeting in New York among the Debtors, the Committee, and their respective professionals. During these meetings, the parties discussed case strategy, including the Debtors' future business plan and plan of reorganization, the Debtors' efforts to raise new equity capital and other issues of significant concern to the Debtors and their unsecured creditors.

34. Finally, during the Fourth Interim Compensation Period, Milbank and the Debtors' advisors coordinated an in-person meeting in New York between the Committee's advisors, the Debtors' advisors and several members of the Reorganized Debtors' management team, during which the parties reviewed issues in connection with, and negotiated and finalized certain documents relating to, the implementation of the confirmed Plan.

N. Project Finance & Infrastructure

35. During the First and Second Interim Compensation Periods, Milbank attorneys reviewed and analyzed certain of the Debtors' infrastructure-related projects and investments, including documents relating to, among other things, debt and organization structures, credit facilities, shareholder rights and obligations, client services and licensing agreements.

36. Additionally, Milbank attorneys analyzed and summarized the Debtors' funding requests for infrastructure-related projects and investments and advised the Committee on the related legal issues, including with respect to potential liabilities in the event of non-funding. Where necessary, Milbank attorneys drafted additional diligence requests to enable the Committee to better evaluate the merits of various deal funding requests.

37. The Committee's dispute with the Debtors regarding funding for the AGUD I district cooling plant occurred during the Second Interim Compensation Period. After

participating in the negotiation of the resolution of this dispute, Milbank attorneys researched, drafted and filed a statement and reservation of rights [Docket No. 485] with respect to the Debtors' motion to fund the non-Debtor AGUD I district cooling plant.

O. DIP Financing

38. During the First Interim Compensation Period, Milbank attorneys were involved in numerous discussions with the Debtors' counsel and financial advisors as well as Houlihan with respect to the Debtors' desire and need for debtor in possession financing ("DIP Financing"), the Debtors' efforts to obtain same, and potential alternatives thereto. In addition, Milbank attorneys have reviewed and analyzed each DIP Financing proposal that was submitted to the Debtors during this period.

39. After it became clear that the Debtors' liquidity was diminishing at a rate that required postpetition financing, Milbank attorneys, along with the Committee's financial advisors, engaged in numerous discussions and negotiations with the Debtors' counsel and financial advisors, as well as potential lenders and their advisors, with respect to the Debtors' efforts to obtain DIP Financing.

40. During the Second Interim Compensation Period, Milbank reviewed, analyzed and commented on the Debtors' motion [Docket No. 448] (the "DIP Expense Reimbursement Motion") to authorize the Debtors to reimburse up to \$500,000 of the actual and reasonable expenses incurred by the selected potential DIP Financing lender in connection with the negotiation and documentation of the prospective DIP Financing. Milbank successfully negotiated with the Debtors and the prospective lender for modifications to the form of order and the right to review and object to any request for expense reimbursement.

41. Also during the Second Interim Compensation Period, in connection with the Debtors' motion (the "DIP Commitment Letter Motion") for authority to enter into a DIP commitment letter with Silver Point Finance, LLC, Milbank reviewed, analyzed and advised the Committee with respect to the deficiencies of the Debtors' proposal. In addition, Milbank prepared and argued an objection to the DIP Commitment Letter Motion, which objected to the requested relief on the basis that, among other things, the proposed commitment letter (a) purported to impose significant obligations on the Debtors while the lender would remain uncommitted to provide financing; (b) included an inappropriately drafted "fiduciary out" that would function as a *de facto* barrier to entry for other potential lenders; and (c) contained an overly broad material adverse effect clause. Through various negotiations and communications, Milbank and the Committee's financial advisor were integral to the process of soliciting proposals from other lenders, in order to offer pricing competition and favorable substantive changes over the original commitment letter.

42. In addition, during the Second and Third Interim Compensation Periods, Milbank attorneys, along with the Committee's financial advisors, engaged in numerous discussions and negotiations with the Debtors' counsel and financial advisors, as well as potential lenders and their advisors, with respect to the Debtors' efforts to obtain DIP Financing. In connection therewith, Milbank reviewed, analyzed and advised the Committee with respect to the Debtors' supplement to the DIP Commitment Letter Motion (the "DIP Supplement"), which sought approval of a commitment letter with Fortress Credit Corp. ("Fortress"). Due to the Committee's dissatisfaction with the size and pricing of the Fortress commitment, as proposed in the DIP Supplement, Milbank and the Committee's financial advisors continued negotiations with the Debtors, Fortress and other lenders in an effort to obtain a superior DIP proposal.

Following negotiations at the courthouse immediately prior to the hearing on the DIP Supplement, Milbank and counsel for the Debtors and Fortress reached an agreement on DIP Financing that resolved the Committee's concerns – a result which the Court, the Debtors, and the Committee believed to be in the best interest of the Debtors' estates.

43. In connection with the Fortress commitment, Milbank attorneys reviewed and commented on the various DIP-related documents, including the master *murabaha* agreement, investment agency agreement, and guarantee, focusing on, among other things, the unique issues implicated by Shari'ah law, and attended multiple court hearings regarding interim and final approval of the proposed Fortress transaction.

44. Throughout the Second and Third Interim Compensation Periods, Milbank regularly updated the Committee with memoranda regarding the status of the DIP Financing process and developments with respect to the various DIP proposals. During the Second, Third and Fourth Interim Compensation Periods, Milbank attorneys attended multiple court hearings and telephonic chamber conferences regarding the foregoing matters.

P. Disclosure Statement

45. On February 8, 2013, the Debtors filed the *Disclosure Statement in Support of the Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 827] (the "Disclosure Statement") and a motion for an order approving the Disclosure Statement [Docket No. 828] (the "Disclosure Statement Motion"). During the Third Interim Compensation Period, Milbank attorneys reviewed and analyzed the Disclosure Statement, providing extensive comments to the Debtors. Further, Milbank attorneys reviewed and summarized for the Committee objections to the Disclosure Statement Motion that were filed by various constituencies.

46. Also during the Third Interim Compensation Period, Milbank began drafting, on the Committee's behalf, an objection to the Disclosure Statement Motion. In connection therewith, Milbank attorneys researched various issues regarding the adequacy of the Debtors' disclosures in the Disclosure Statement and the standards to be applied by the Court in determining whether to approve the Disclosure Statement.

47. During the Fourth Interim Compensation Period, Milbank attorneys reviewed, commented on and engaged in discussions with the Debtors regarding the Debtors' first and second amendments to the Disclosure Statement, which were filed on April 16, 2013 [Docket No. 983] and April 25, 2013 [Docket No. 1038], respectively. Milbank attorneys also reviewed the objections that were filed to the Disclosure Statement, summarized the objections for the Committee, and drafted and filed, on the Committee's behalf, a joinder [Docket No. 1026] to the Debtors' omnibus response to such objections. Furthermore, significant time was spent preparing for the hearing on the Disclosure Statement Motion, which was held on April 26, 2013.

48. Also during the Fourth Interim Compensation Period, Milbank attorneys reviewed, considered and engaged in discussions with the Debtors regarding issues relating to the solicitation of votes on the Debtors' Plan.

Q. Employee Issues

49. During the First Interim Compensation Period, Milbank attorneys reviewed and analyzed the Debtors' motion seeking to pay employee wages and benefits (the "Wages Motion"), and negotiated with the Debtors regarding, among other things, the continued extension of interest-free loans to employees and payment of "leaving indemnities" to departing expatriate employees resident in Bahrain.

50. Also during the First Interim Compensation Period, the Debtors filed a motion (the “Employee Motion”) to (a) pay certain amounts in connection with terminating the employment of approximately 100 employees, (b) enter into a “Global Settlement” (the “Global Settlement”), allowing employees participating in certain incentive programs to avoid certain liabilities to the Debtors in return for various concessions from those employees, and (c) institute a “Key Employee Incentive Plan” (the “KEIP”) and a “Key Employee Retention Program” (the “KERP”) to provide incentives to specified employees whom the Debtors wished to retain.

51. Milbank researched and advised the Committee with respect to issues raised by the Employee Motion, including the enforceability of the rights waived by parties to the Global Settlement, as well as the viability of various alternative solutions. In consultation with the Committee and the Committee’s financial advisors, Milbank negotiated with the Debtors regarding the relief sought in the Employee Motion. After reaching an agreement with the Debtors regarding the terms on which such relief could be granted, Milbank drafted and filed a statement in support of the Employee Motion [Docket No. 274], explaining the rationale for the Committee’s position.

52. During the Second Interim Compensation Period, Milbank attorneys reviewed and analyzed the Debtors’ request for approval of a separation agreement (the “Separation Agreement”) with one of Arcapita Bank’s former employees. Milbank attorneys summarized the effects of, and Milbank’s recommendations with respect to, the Separation Agreement in a memorandum that was circulated to the Committee.

53. Also during the Second Interim Compensation Period, Milbank attorneys reviewed and analyzed the Debtors’ motion (the “Senior Management Motion”) to allow six members of senior management to participate in a “settlement” to avoid certain liabilities to the

Debtors in return for various concessions from those employees and the achievement of various milestones.

54. Milbank researched and advised the Committee with respect to issues raised by the Senior Management Motion, including the enforceability of the rights proposed to be waived by the parties to the Settlement, as well as the viability of various alternative solutions. In consultation with the Committee and the Committee's financial advisors, Milbank negotiated with the Debtors regarding the relief sought in the Senior Management Motion, at the same time researching and drafting an objection to the Senior Management Motion as well as preparing for litigation over the Senior Management Motion. Eventually, the Debtors agreed to defer consideration of the Senior Management Motion.

55. During the Second Interim Compensation Period, Milbank attorneys also investigated the merits of certain claims against Arcapita Bank that are held by various terminated employees of Arcapita Limited.

56. During the Third Interim Compensation Period, Milbank attorneys reviewed and analyzed the Debtors' request to modify certain key performance indicators with respect to the KEIP.

57. Also during the Third Interim Compensation Period, Milbank attorneys analyzed the Debtors' employment agreements with members of senior management to determine the scope of restrictions on competition with the Debtors contained in those employment agreements, as well as the enforceability of these provisions in Bahrain and elsewhere.

58. Finally, during the Third Interim Compensation Period, Milbank attorneys reviewed and discussed with the Debtors the proposed treatment of employees, including senior management, under the Debtors' proposed plan of reorganization.

59. During the Fourth Interim Compensation Period, Milbank attorneys worked with the Committee's financial advisors, as well as the Debtors' advisors, to negotiate and document termination agreements with the Debtors' various employees.

60. Also during the Fourth Interim Compensation Period, Milbank attorneys reviewed, researched and summarized for the Committee issues in connection with the settlement of the Debtors' and certain employees' mutual obligations under one of the Debtors' pre-petition incentive compensation plans and the related payment of withholding taxes to the IRS on account of such compensation.

61. Finally, during the Fourth Interim Compensation Period, Milbank attorneys worked with Houlihan and the Committee to develop an appropriate compensation package for incoming directors of RA Holding Corp. and its affiliates.

R. Exclusivity Issues

62. During the First Interim Compensation Period, Milbank researched, analyzed and advised the Committee with respect to the relief sought by the Debtors' motion for a first extension of the exclusive periods for the filing of, and solicitation of acceptances for, their chapter 11 plan(s) (the "First Exclusivity Motion"). Milbank prepared a draft objection to the First Exclusivity Motion that was focused primarily on the issues relating to the flow of information between the Debtors and the Committee and the length of the Debtors' requested extension of their exclusive periods.

63. At the direction of the Committee, Milbank negotiated a compromise with the Debtors, whereby the Committee agreed to not object to the Exclusivity Motion on the condition that the extension of the exclusivity periods be reduced from 120 to 90 days and the Debtors abide by specified “milestone” deliverables (the “Exclusivity Milestones”). The Exclusivity Milestones included the timely delivery to the Committee of valuation reports with respect to the Debtors’ assets and updates regarding the Debtors’ equity marketing process. After the entry of the order approving the Exclusivity Motion based on this compromise, Milbank monitored the Debtors’ compliance with the Exclusivity Milestones.

64. During the Second Interim Compensation Period, Milbank researched, analyzed and advised the Committee with respect to the relief sought in the Debtors’ second motion for an extension of the exclusive periods for the filing of, and solicitation of acceptances for, their chapter 11 plan(s) [Docket No. 509] (the “Second Exclusivity Motion”). Milbank prepared a draft objection to the Second Exclusivity Motion that was focused, primarily, on the Debtors’ consistent failure to meet the Exclusivity Milestones.

65. As the deadline for filing the objection approached, Milbank, at the direction of the Committee, engaged the Debtors’ professionals in negotiations to reach a compromise on the extent of the relief requested in the Second Exclusivity Motion. A compromise with the Debtors was reached, whereby the Committee agreed to not object to the Second Exclusivity Motion on the conditions explained in detail in the order entered on October 12, 2012 [Docket No. 568] and the Committee’s statement [Docket No. 536] (the “Committee Exclusivity Statement”). In connection with the compromise, Milbank prepared and filed the Committee Exclusivity Statement, which memorialized the Committee’s perspective on progress to date in the chapter 11 cases and the benefits of the exclusivity compromise.

66. During the Third and Fourth Interim Compensation Periods, Milbank researched, analyzed and advised the Committee with respect to issues raised by the Debtors' further motions for extensions of the exclusive periods for the filing of, and solicitation of acceptances for, their chapter 11 plan(s) [Docket Nos. 701, 728, 759, 770, 806, and 911], and engaged in frequent discussions with the Debtors regarding the foregoing.

S. Executory Contracts

67. During the Third Interim Compensation Period, Milbank worked with the Committee's other professional advisors to analyze issues arising from certain of the Debtors' executory contracts. Milbank attorneys reviewed and analyzed certain Cayman contracts and the legal issues arising from the potential assignment of such contracts.

68. During the Fourth Interim Compensation Period, Milbank attorneys worked with the Committee's financial advisors and with the Debtors' advisors to review the Debtors' executory contracts and unexpired leases. Milbank attorneys reviewed and negotiated modifications to the schedule of agreements to be assumed or assumed and assigned, which schedule was filed with the Court.

T. Exit Financing

69. During the Fourth Interim Compensation Period, Milbank attorneys were involved in numerous discussions with the Debtors' counsel and financial advisors as well as Houlihan with respect to the Debtors' desire and need for replacement debtor in possession and exit financing ("Exit Financing"), the Debtors' efforts to obtain same, and potential alternatives thereto, in light of the circumstances whereby the DIP Financing facility with Fortress was set to mature prior to the anticipated Effective Date.

70. Milbank also reviewed, analyzed and commented on the Debtors' motion [Docket No. 1061] (the "Exit Commitment Letter Motion") to authorize the Debtors to enter into an Exit Financing commitment letter and fee letter with Goldman Sachs International ("Goldman Sachs"). In addition, Milbank reviewed, analyzed and commented on the objection [Docket No. 1085] (the "Fortress Objection") filed by Fortress to the Exit Commitment Letter Motion, as well as the Debtors' reply to the Fortress Objection [Docket No. 1094].

71. Also during the Fourth Interim Compensation Period, Milbank attorneys reviewed and revised the various Exit Financing documents and held regular conferences with the lenders and their advisors to negotiate the terms of the financing. As a result of discussions among the potential lenders and the advisors to the Debtors and the Committee, the Debtors filed a motion [Docket No. 1157] (the "Exit Financing Motion") to authorize the Debtors to obtain Exit Financing with Goldman Sachs on the terms described therein (the "Goldman Sachs Financing"), which Milbank reviewed and summarized for the Committee.

72. Milbank also analyzed objections to the Exit Financing Motion filed by Captain Hani Alsohaibi ("Captain Alsohaibi") [Docket Nos. 1227, 1261] and filed on behalf of the Committee a statement in support of the Exit Financing Motion [Docket No. 1277], which requested that the Court overrule the objections and grant the relief requested in the Exit Financing Motion. At the hearing held on June 24, 2013, the Court granted the Exit Financing Motion, thereby approving the Goldman Sachs Financing on a final basis and overruling the objections that had been filed. See Transcript of June 24, 2013 Hr'g at 46:15-18.

73. In addition, during the Fourth Interim Compensation Period, Captain Alsohaibi filed an appeal of the Court's order granting the Exit Financing Motion (the "Exit

Financing Appeal”). Milbank attorneys reviewed and reported to the Committee issues arising in connection with the Exit Financing Appeal.

74. Toward the conclusion of the Fourth Interim Compensation Period, Milbank attorneys reviewed issues in connection with conditions precedent to and deliverables required for the conversion of the Goldman Sachs Facility to an exit financing facility. Finally, Milbank attorneys assisted in overseeing the successful exit conversion on the Effective Date.

75. Throughout the Fourth Interim Compensation Periods, Milbank regularly updated the Committee with memoranda regarding the status of the Exit Financing process and developments with respect to the various Exit Financing proposals. Milbank attorneys also attended multiple court hearings and chamber conferences regarding the foregoing matters.

U. Fee Applications - Other

76. During the Total Compensation Period, Milbank professionals coordinated filing and service of monthly fee statements of the Committee’s financial advisors. Milbank also reviewed the monthly fee statements of the Debtors’ professionals for, among other purposes, compliance with the Interim Compensation Order and the Guidelines.

77. Milbank attorneys also assisted in the preparation and filing of interim fee applications for certain of the Committee’s foreign professionals, including Hassan Radhi, its Bahraini counsel, and Walkers, its Cayman counsel.

V. File, Docket & Calendar Maintenance

78. During the Total Compensation Period, Milbank paraprofessionals maintained internal filing, record-keeping, docket-monitoring and calendaring systems in order to organize and keep track of the documents filed in these cases, ongoing projects and upcoming deadlines. Milbank paraprofessionals organized pleadings in order to ensure easy access by

Milbank attorneys. Milbank attorneys also monitored the docket on a real-time basis and summarized and circulated substantive pleadings to the Arcapita team. These summaries enabled Milbank to stay abreast of developments in these cases, facilitated the assignment of projects and helped ensure that deadlines were not missed.

79. As the Court may be aware, the Debtors, through their financial advisor Rothschild Inc. and N M Rothschild & Sons Limited (together, "Rothschild"), maintain an electronic data room (the "Dataroom"), through which the Debtors share certain documents with interested parties, including the Committee and its advisors. During the Total Compensation Period, Milbank professionals and paraprofessionals monitored the Dataroom and circulated relevant documents to the appropriate Milbank attorneys.

W. Investments and Portfolio Companies

80. During the Total Compensation Period, Milbank attorneys reviewed, analyzed, and summarized documents relating to the Debtors' various investments and portfolio companies, including structure and investment charts, loan documents, credit agreements, shareholder agreements, and intercreditor agreements. Milbank attorneys also monitored the Dataroom for additional diligence with respect to such investments and portfolio companies.

81. Milbank also advised the Committee with respect to legal issues arising from the funding or sale of certain of the Debtors' investments and portfolio companies, as well as potential liabilities in the event of non-funding.

82. In particular, during the Fourth Interim Compensation Period, Milbank attorneys continued to review, analyze, and summarize documents relating to the Debtors' various investments and portfolio companies, including structure and investment charts, loan documents, credit agreements, organizational documents, shareholder agreements, proxies,

management and administration agreements, intercreditor agreements, and correspondence with investors. Milbank also researched and analyzed the corporate governance of, and drafted change of control analyses for, the Debtors' various investments and portfolio companies, including with respect to the involvement of Harbourvest and other significant third party investors in the Debtors' investment structures.

83. Based on Milbank's analysis of the Debtors' various investments and portfolio companies, Milbank advised the Committee on the corporate governance and change of control issues affecting future efforts to direct the monetization of the Debtors' assets and maximization of value therefrom, ultimately informing the Committee's negotiations of the Cooperation Term Sheet (as defined in the Plan) and the underlying control disputes.

X. Insurance Matters

84. Pursuant to the Court's order entered on May 15, 2012 (the "Insurance Order"), the Debtors were required to give the Committee ten days' notice of the Debtors' intent to renew any existing insurance policies or obtain a new insurance policy, and the Debtors could not purchase a renewal policy or a new policy without court approval if the Committee objected within the ten-day period. In accordance with the Insurance Order, during the Second Interim Compensation Period, Milbank reviewed, analyzed, and summarized the Debtors' proposed extension of their Professional Directors & Officers liability insurance coverage ("D&O Insurance") for the 2012-2013 policy year. Specifically, Milbank, in conjunction with the Committee's financial advisors, engaged in discussions with counsel for the Debtors, evaluated the legal and financial aspects of the Debtors' proposal, and advised the Committee with respect to its recommendation not to object to the Debtors' proposal.

85. During the Fourth Interim Compensation Period, Milbank attorneys reviewed and analyzed various issues arising in connection with efforts to obtain D&O Insurance for the directors of RA Holding Corp. Specifically, Milbank attorneys participated in numerous discussions with the Debtors and their insurance broker regarding the process and options for obtaining D&O Insurance. Milbank attorneys prepared the various forms required in connection with obtaining D&O Insurance, evaluated and advised the Committee on proposals from potential insurers.

Y. Intercompany Issues

86. During the Second Interim Compensation Period, Milbank investigated matters related to intercompany claims among Arcapita Bank and its affiliates. Specifically, Milbank analyzed the treatment of the intercompany claims between Arcapita Bank and (a) AIHL; (b) Arcapita LT Holdings Limited; and (c) various other non-debtor affiliates. In connection therewith, Milbank had numerous discussions with the Committee's financial advisors regarding the treatment of intercompany claims, in general and with respect to a potential plan of reorganization, and the potential impact of distributions in the Cayman Liquidation and the chapter 11 cases.

87. Furthermore, during the Second Interim Compensation Period, Milbank analyzed potential opportunities for the Debtors to enhance recoveries to U.S. creditors through actions in the chapter 11 cases. In particular, Milbank researched and analyzed the treatment of significant cross-border intercompany claims. Milbank also investigated certain intercompany issues raised by a potential standalone plan.

88. During the Third Interim Compensation Period, Milbank attorneys analyzed the intercompany claims and transfers of Arcapita and performed related legal research.

In particular, Milbank performed a detailed investigation of the potential for the recharacterization of certain intercompany transfers as equity, which included both legal analysis and a factual analysis of the trial balances of various Debtors and non-Debtor entities. Milbank discussed its findings and legal analysis separately with the Committee, the Debtors' advisors, and advisors to the *ad hoc* group of AIHL claim holders.

Z. Islamic Finance Issues

89. Immediately following Milbank's retention by the Committee, Milbank began reviewing the Debtors' *shari'ah*-compliant financing arrangements as part of the Committee's analysis of the Debtors' capital structure and prepetition lending relationships. In connection therewith, Milbank attorneys devoted substantial time to analyzing the Debtors' use of *murabaha* structures, the potential treatment of *shari'ah*-compliant financing arrangements under the Bankruptcy Code and other effects that the Debtors' *shari'ah* compliance may have on the chapter 11 cases. Throughout the First Compensation Period, Milbank kept the Committee apprised of the numerous *shari'ah*-related financing issues through conference calls and memoranda.

AA. Litigation

90. During the First Interim Compensation Period, Milbank attorneys reviewed, analyzed and summarized for the Committee various issues relating to the prepetition litigation pending in the District Court and in a Texas state court regarding the sale of NorTex.

91. During the Third Interim Compensation Period, Milbank prepared for, participated in, and summarized for the Committee the mediation between Tide and Falcon over the issue of ownership of certain escrowed funds arising out of the sale of Falcon's interest in NorTex to Tide.

92. During the Third and Fourth Interim Compensation Periods, Milbank reviewed, researched, and analyzed Tide's motion to convert Falcon's chapter 11 case into a chapter 7 case or, in the alternative, to appoint a trustee in Falcon's chapter 11 case (the "Motion to Convert") [Docket No. 900]. Milbank attorneys advised the Committee with respect to the issues raised by, and its recommendations with respect to, the Motion to Convert.

93. Also during the Fourth Interim Compensation Period, Milbank reviewed issues in connection with Captain Alsohaibi's appeals to the District Court of the Court's orders granting the Debtors' Exit Financing Motion and confirming the Plan (together with the Exit Financing Appeal, the "Alsohaibi Appeals"). In conjunction with counsel to the Debtors, Milbank attorneys engaged in negotiations with Captain Alsohaibi's counsel regarding a potential settlement of the Alsohaibi Appeals and Captain Alsohaibi's claims against the Debtors, which has proven unsuccessful thus far. Finally, Milbank drafted a memorandum summarizing the Alsohaibi Appeals and related issues for the Committee.

BB. Private Equity Issues

94. During the First Interim Compensation Period, Milbank attorneys reviewed, analyzed, and summarized documentation related to the Debtors' portfolio of private equity assets and investments, including structure and transaction charts, loan agreements, funding obligations, private placements documents and administrative agreements.

95. Additionally, Milbank attorneys analyzed and summarized funding requests for the Debtors' private equity investments and advised the Committee on the legal issues arising therefrom, including with respect to potential obligations that may arise due to the non-funding of such investments.

CC. Real Estate Matters

96. During the Total Compensation Period, Milbank worked closely with the Committee's other professional advisors to analyze potential strategies with respect to the structure and terms of the Debtors' real estate transactions and investments. Milbank regularly updated the Committee as to the status of the foregoing through electronic mail and telephonic meetings.

97. In particular, during the First and Second Interim Compensation Periods, Milbank attorneys, on behalf of the Committee, undertook a comprehensive review of the sale-leaseback transactions entered into by the Debtors with respect to real property in Lusail City, Qatar (the "Lusail Transaction"), and Arcapita's headquarters building in Bahrain (the "HQ Transaction" and together with the Lusail Transaction, the "Sale-Leaseback Transactions"), including a review and analysis of the transaction documents and numerous legal issues arising therefrom. With the assistance of the Committee's financial advisors, Milbank prepared for the Committee detailed analyses of many of the foregoing issues.

98. Also during the First Interim Compensation Period, Milbank attorneys carefully negotiated with the Debtors regarding the terms of the proposed order authorizing the Debtors to make an investment in the amount of approximately \$30.4 million in connection with the Lusail Transaction. Ultimately, Milbank attorneys drafted and filed a statement in support of this funding request [Docket No. 191], which explicitly outlined each of the protections negotiated by Milbank on behalf of the Committee.

99. During the Third Interim Compensation Period, Milbank attorneys reviewed documents and legal issues arising from the Debtors' termination of an outstanding

lease of American Pad & Paper, one of the Debtors' former portfolio investments that has been monetized, and prepared for the Committee a summary of the issues.

100. During the Fourth Interim Compensation Period, Milbank attorneys reviewed and negotiated final documentation with respect to settlements of (a) issues related to the Debtors' interest in certain land located in Lusail City, Qatar, and (b) issues related to the ownership and capital structure of the Arcapita Headquarters Building.

101. Also during the Fourth Interim Compensation Period, Milbank attorneys, along with FTI, negotiated with AIM regarding the sub-lease of office space currently leased by affiliates of the Debtors in Atlanta and London. Milbank attorneys also reviewed the obligations created by an expiring lease of office space by one of the Debtors' affiliates, located in Singapore.

DD. Regulatory Issues

102. During the Fourth Interim Compensation Period, Milbank attorneys reviewed and analyzed various regulatory issues in connection with the Debtors' Plan. For example, Milbank attorneys reviewed and responded to queries from creditors regarding compliance with global regulatory banking standards with respect to the *sukuk* certificates to be distributed under the Plan, as well as compliance with securities laws and regulations in various jurisdictions..

EE. Reorganization Plan

103. During the Second Interim Compensation Period, Milbank attorneys communicated with the other Committee advisors and the Debtors, and prepared materials regarding the terms of a potential plan of reorganization. Milbank provided regular updates to

the Committee with respect to the status of these discussions, as well as with respect to the Debtors' efforts to raise new equity capital.

104. During the Third Interim Compensation Period, Milbank attorneys expended considerable time and effort in helping to craft a plan of reorganization acceptable to both the Debtors and their unsecured creditors. In connection with this process, Milbank attorneys have worked throughout the Third Interim Compensation Period, including by attending in-person meetings with the Committee, the Debtors, and other constituencies in New York, London, Frankfurt, and Manama; holding regular telephonic meetings of the Committee, as well as a large number of additional meetings, both with the full Committee or with a sub-group thereof; drafting various plan-related proposals, particularly with respect to the disposition of the Debtors' portfolio investments and the corporate governance of the reorganized Debtors; reviewing the Debtors' and their affiliates' myriad agreements to determine the appropriate structure a plan should take and the reasonable compromises that could be reached with respect to various issues; and performed legal research on novel areas of law relevant to plan considerations.

105. In formulating the standalone plan, numerous issues needed to be resolved, including the structure of distributions to be made under the plan, a procedure for disposing of the Debtors' portfolio investments in a controlled manner, a going-forward corporate governance structure for the liquidating entity, a working management structure for the Debtors' assets (including whether such management would be retained in-house or outsourced), the status of any potential claims the Debtors might retain against third parties and the appropriate party to prosecute any such claims, and regulatory and enforcement issues involving foreign jurisdictions, particularly Bahrain and the Cayman Islands.

106. During the Fourth Interim Compensation Period, Milbank worked with the Committee's other advisors, and with the Debtors' advisors, to finalize a plan of reorganization. Through the diligent efforts of Milbank and the other professionals in these chapter 11 cases, the Court confirmed the Plan, which was consensual with respect to all Debtors other than Falcon.

107. Following confirmation of the Plan, Milbank attorneys worked with the other professionals to finalize and document substantially all aspects of plan implementation, including drafting and negotiating agreements with the various service providers necessary to distributing Plan consideration. Further, Milbank attorneys worked with the Debtors' advisors to file to modify the Plan's implementation procedures, regarding the treatment of holders of claims with certain attributes under U.S. securities law.

108. Finally, during the Fourth Interim Compensation Period, Milbank attorneys researched issues surrounding the timing of the Effective Date and engaged in negotiations with the Debtors regarding when the Effective Date would occur. Due to Milbank's efforts, as well as those of the other professionals, the Debtors (other than Falcon) successfully emerged from chapter 11 protection on September 17, 2013.

FF. Reporting Requirements

109. During the First and Second Interim Compensation Periods, Milbank advised the Committee members with respect to their obligations to disclose certain information pursuant to Bankruptcy Rule 2019, which requires the Committee to file a statement (the "Rule 2019 Statement") that includes, among other things, the nature and amount of each "disclosable economic interest" held by each Committee member in relation to the Debtors as of the date the Committee was formed. Milbank attorneys collected this information from each Committee

member and worked closely with them to ensure that their responses were in compliance with Bankruptcy Rule 2019.

110. Also during the First and Second Interim Compensation Periods, Milbank drafted and filed the Committee's Rule 2019 Statement [Docket No. 430].

GG. Retention of Professionals

111. During the First Interim Compensation Period, Milbank assisted the Committee with its review of the proposed retention of the Debtors' professionals in order to, among other things, minimize the likelihood of any duplication of efforts among those professionals and ensure that the fee structures indemnification provisions in connection with these retentions would be reasonable. In evaluating the retention applications for the Debtors' professionals, Milbank reviewed comparable professional fees in similar cases and analyzed, among other issues, those regarding the proposed scope of employment, the size of success fees, the conditions on payment of success fees, the payment for services rendered by estate professionals for the benefit of non-Debtors and the standard of review to be accorded to the Committee with respect to the Debtors' professionals' compensation. Milbank then negotiated with the Debtors regarding the terms of the respective orders approving retention of each of the Debtors' professionals.

112. Most significantly, Milbank provided advice to the Committee, based upon extensive research and analysis, with respect to the Debtors' proposed retention of Rothschild. The Committee initially opposed the terms of the Debtors' Rothschild retention. While preparing a draft objection to the proposed retention and coordinating with Houlihan regarding potential expert testimony to be given at an evidentiary hearing on Rothschild's

retention application, Milbank reached a compromise with the Debtors and Rothschild that obviated the need to file an objection and was ultimately accepted by the Court.

113. During the Second Interim Compensation Period, Milbank attorneys reviewed, analyzed and discussed with the Debtors and the Committee's financial advisors certain engagement letters seeking to expand the services provided by KPMG LLP, the Debtors' tax advisor, to include the provision of certain tax services to Chicago Condo Funding Corporation, an indirect subsidiary of Arcapita Bank. Milbank also reviewed and discussed with the Debtors' advisors various supplemental lists of ordinary course professionals retained by the Debtors that were filed with the Court.

114. During the Fourth Interim Compensation Period, Milbank attorneys reviewed, analyzed and discussed with the Debtors and the Committee's financial advisors an application filed by Ernst & Young to adjust the terms of its retention to increase its fees by approximately \$583,000 for post-petition work completed in connection with the audit and quarterly reviews performed for the year ending June 30, 2012 [Docket No. 1322].

115. In addition, during the Fourth Interim Compensation Period, Milbank attorneys reviewed, analyzed and discussed with the Debtors and the Committee's financial advisors a request by KPMG to expand the terms of its retention to provider certain additional services as tax consultant to the Debtors [Docket No. 1332].

HH. Rule 2004 Examinations

116. During the Third Interim Compensation Period, because the Committee did not receive satisfactory responses to its informal requests, Milbank attorneys, on behalf of the Committee, drafted and filed a motion to require the Debtors to produce certain information regarding third-party investors in the Debtors' portfolio investments pursuant to Bankruptcy

Rule 2004 [Docket No. 843] (the “2004 Motion”). Following the Debtors’ objection, Milbank also prepared a reply and coordinated a declaration from the Committee’s Bahraini counsel in support of the 2004 Motion. Ultimately, following a hearing on the 2004 Motion, the Committee and the Debtors were able to reach a consensual resolution for the Debtors to provide information subject to agreed confidentiality requirements, and the Committee stipulated to the voluntary dismissal of the 2004 Motion [Docket No. 952].

II. Secured Creditor Issues

117. During the Total Compensation Period, Milbank advised the Committee on issues related to SCB, a prepetition secured lender under two of the Debtors’ *murabaha* facilities.

118. In particular, during the Second Interim Compensation Period, in order to obtain SCB’s consent to the EuroLog IPO, the Debtors, Committee, and the JPLs negotiated a settlement stipulation regarding SCB’s claims and certain related issues. As part of the negotiation process, Milbank reviewed and assessed the terms of the stipulation and related term sheet. Ultimately, the Committee agreed to a settlement that was subsequently approved by the Court [Docket No. 587] (the “SCB Stipulation”), allowing the EuroLog IPO to proceed.

119. During the Third Interim Compensation Period, Milbank attorneys worked with the Committee’s other advisors and the Debtors to address issues arising from, or left unresolved by, the SCB Stipulation.

120. During the Fourth Interim Compensation Period, Milbank attorneys continued to advocate on the Committee’s behalf in negotiations with SCB and the Debtors regarding the potential treatment of SCB under a chapter 11 plan. While negotiations were ongoing and prior to any agreed settlement with SCB, the Debtors’ filed the Plan and related

Disclosure Statement, resulting in an objection and several document requests and deposition notices from SCB. Although Milbank attorneys were able to negotiate a stipulation with SCB and the Debtors, which stipulation was ultimately approved by the Court [Docket No. 1107], that resolved certain issues raised by SCB without formal litigation, other disagreements remained outstanding, requiring Milbank attorneys to take initial steps to comply with SCB's discovery requests, including the preservation of potentially responsive documents.

121. In late May 2013, SCB substantially agreed to the terms of a settlement addressing all remaining material issues regarding SCB's plan treatment and, based on Milbank's recommendation, the Committee agreed to enter into a settlement agreement with SCB and the Debtors that was approved by the Court on June 7, 2013 [Docket No. 1230] (the "SCB Settlement").

122. Also during the Fourth Interim Compensation Period, a Chinese affiliate of SCB ("SCB China") undertook certain enforcement efforts against one of the Debtors' portfolio companies, to which SCB China provided financing. Milbank analyzed and advised the Committee on the legal issues surrounding such enforcement efforts. As a result of Milbank's efforts, the disputes between SCB China and the portfolio company were also resolved as part of the SCB Settlement, achieving a favorable result for both the Debtors and the portfolio company and, ultimately, the unsecured creditors entitled to recover the value of the Debtors' estates.

123. Following execution of the SCB Settlement, Milbank continued to work closely with the Committee's financial advisors, the Debtors, and SCB to ensure the conditions precedent would be timely satisfied and that the unsecured creditors represented by the Committee would receive the bargained-for benefits resulting from implementation of the SCB

Settlement. Throughout the Fourth Interim Compensation Period, Milbank attorneys kept the Committee apprised of the status of, and took direction regarding, the settlement negotiations with SCB and the Debtors that ultimately resulted in the SCB Settlement and support for the Plan from the Debtors' only major prepetition secured lender.

JJ. Substantive Consolidation

124. During the Third Interim Compensation Period, Milbank attorneys researched and drafted a memorandum for the Committee regarding the doctrine of substantive consolidation. Milbank further analyzed issues raised by the intersection of substantive consolidation and *Shari'ah* law.

KK. Tax Issues

125. During the Fourth Interim Compensation Period, Milbank attorneys analyzed issues related to tax compliance in making distributions under the Plan, as well as going-forward tax compliance by the reorganized Debtors and their affiliates. In particular, Milbank attorneys analyzed issues surrounding the impending implementation of the Foreign Account Tax Compliance Act and negotiated appropriate language in the Plan implementation documentation to ensure compliance.

LL. Voidable Transfers and Other Potential Claims

126. During the Second, Third and Fourth Interim Compensation Periods, Milbank devoted substantial time to researching and evaluating potential claims on behalf of the Debtors' estates, including avoidance action claims. Due to the short timeline proposed for the filing of a plan, avoidance actions have been addressed in the chapter 11 cases on an expedited basis, and, due to this time limitation, Milbank has been the driving force behind considerable diligence in connection with potential avoidance actions.

127. In particular, Milbank began working with the Committee's financial advisors to, among other objectives, (a) identify and analyze categories of pre- and postpetition transfers potentially subject to avoidance and recovery; (b) analyze the prepetition financial condition of the Debtors to determine whether the Debtors were insolvent and/or undercapitalized during any period for purposes of pursuing preference and constructive fraudulent transfer claims; (c) investigate and analyze in greater depth particular transfers identified as potential avoidance targets; (d) analyze potential legal issues that might arise in connection with the pursuit of any avoidance actions; and (e) develop potential litigation strategies. This process began with an in-depth analysis by Milbank and the Committee's financial advisors of the certain of the Debtors schedules of assets and liabilities and statements of financial affairs (collectively, the "SOFAs").

128. Milbank analyzed various categories of potentially voidable transfers based on information provided by the Debtors' advisors and contained in the SOFAs, including payments to insiders and vendors, and transfers made in connection with investors and investment companies. Milbank corresponded extensively with the Committee's financial advisors, as well as with counsel and financial advisors to the Debtors, to discuss various types of prepetition transfers made by the Debtors, the prepetition financial condition of the Debtors, and various issues relating to the pursuit of avoidance actions by the Debtors.

129. Milbank engaged in extensive research with respect to factual and legal issues underlying potential avoidance actions and drafted summaries to the Committee in connection therewith. In particular, Milbank researched and analyzed, among other things, issues such as the general mechanics and legal bases of avoidance actions, potential recoveries resulting from avoidance actions, legal defenses to the avoidance actions identified to date, the,

collateral legal risks of pursuing certain avoidance actions, and other legal issues that might arise in connection with particular categories of prepetition transfers.

130. Additionally, Milbank, with the help of the Committee’s financial advisors, performed detailed, factual diligence of various transfers, including reviewing historical account transfer data, documents related to the transfers, and materials prepared by the Debtors’ advisors.

131. In particular, during the Fourth Interim Compensation Period, Milbank attorneys, in conjunction with the Committee’s financial advisors and the Debtors’ advisors, further investigated the merits of potential causes of action against (i) three banks – Al Baraka Islamic Bank (“Al Baraka”), Tadamon Capital (“Tadamon”), and Bahrain Islamic Bank (“BisB,” and, together with Al Baraka and Tadamon, the “Placement Banks”) – for, among other things, turnover of \$33 million in proceeds that the Placement Banks owe to Arcapita Bank under certain prepetition short-term investment transactions (the “Placements”), (ii) Arcsukuk (2011-1) Limited (the “Arcsukuk Trustee”) and BNY Mellon Corporate Trustee Services Limited (“BNYM,” and, together with the Arcsukuk Trustee, the “Arcsukuk Defendants”) to avoid a guarantee issued by AIHL, a subsidiary of Arcapita Bank, and (iii) the Arcsukuk Trustee with respect to transfers of cash from Arcapita Bank to the Arcsukuk Trustee within the preference period. At the Committee’s direction, Milbank drafted, filed, and litigated a motion seeking standing and authority to pursue avoidance actions against the Placement Banks and the Arcsukuk Defendants [Docket No. 1197] (the “Standing Motion”).

132. Also during the Fourth Interim Compensation Period, Milbank attorneys reviewed the objection [Docket No. 1269] (“BNY Objection”) that was filed by BNY to the Standing Motion. Milbank attorneys then researched and drafted a reply to the BNY Objection,

which was filed on June 21, 2013 [Docket No. 1287], and spent significant time preparing for and participating in several hearings on the Standing Motion. At the Court's direction, Milbank drafted and filed a supplemental brief in further support of the Standing Motion on July 12, 2013 [Docket No. 1341]. On August 2, 2013, the Court entered an order granting the Standing Motion [Docket No. 1411].

133. Pursuant to the order on the Standing Motion, Milbank attorneys drafted and filed complaints (the "Complaints") against BisB, Adversary Proceeding No. 13-01434-SHL [Docket No. 1], and Tadhamon, Adversary Proceeding No. 13-01435-SHL [Docket No. 1], on August 26, 2013. In connection therewith, Milbank conducted research, in consultation with Hassan Radhi, on issues relating to service of the Complaints on BisB and Tadhamon in Bahrain.

MM. MSA

134. During the Fourth Interim Compensation Period, Milbank attorneys, along with the Committee's financial advisors, engaged in numerous discussions and negotiations with the Debtors' counsel and financial advisors with respect to the MSA between RA Holdco 3 Limited and AIM. In particular, Milbank attorneys drafted, reviewed and commented on the MSA and various related documents, including ancillary management services agreements, delegation of services agreements, assignment agreements, and asset transfer agreements.

**V.
ALLOWANCE OF COMPENSATION**

135. The professional services rendered by Milbank have required a high degree of professional competence and expertise to address, with skill and dispatch, the numerous issues requiring evaluation and action by the Committee. The services rendered to the Committee were performed efficiently, effectively and economically, and the results obtained to date have benefited the unsecured creditors of each of the Debtors' estates.

136. The allowance of interim compensation for services rendered and reimbursement of expenses in chapter 11 cases is expressly provided for in section 331 of the Bankruptcy Code:

Any professional person . . . may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered . . . as is provided under section 330 of this title.

11 U.S.C. § 331.

137. With respect to the level of compensation, section 330(a)(1)(A) of the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person “reasonable compensation for actual, necessary services rendered[.]” 11 U.S.C. § 330(a)(1)(A). Section 330(a)(3), in turn, provides that:

In determining the amount of reasonable compensation to be awarded to . . . [a] professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and expertise in the bankruptcy field; and
- (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

138. The Congressional policy expressed above provides for adequate compensation in order to continue to attract competent professionals to bankruptcy cases. In re Drexel Burnham Lambert Group, Inc., 133 B.R. 13, 20 (Bankr. S.D.N.Y. 1991) (“Congress’ objective on requiring that the market, not the Court, establish attorneys’ rates was to ensure that bankruptcy cases were staffed by appropriate legal specialists.”); In re Busy Beaver Bldg. Ctrs., Inc., 19 F.3d 833, 850 (3d Cir. 1994) (“Congress rather clearly intended to provide sufficient economic incentive to lure competent bankruptcy specialists to practice in the bankruptcy courts.”) (citation and internal quotation marks omitted).

139. In assessing the “reasonableness” of the fees requested, courts have looked to a number of factors, including those first enumerated by the Fifth Circuit in In re First Colonial Corp. of America, 544 F.2d 1291, 1298-99 (5th Cir. 1977) and thereafter adopted by most courts.¹³ See In re Nine Assocs., Inc., 76 B.R. 943, 945 (S.D.N.Y. 1987) (adopting First Colonial/Johnson analysis); In re Cuisine Magazine, Inc., 61 B.R. 210, 212–13 (Bankr. S.D.N.Y. 1986) (same); see generally 3 COLLIER ON BANKRUPTCY ¶ 330.03[9] (enumerating First Colonial and Johnson as the “leading cases to be considered in determining a reasonable allowance of compensation”). Milbank respectfully submits that the consideration of these so-called Johnson factors should result in this Court’s allowance of the full compensation requested for the following reasons.

- (A) The Time and Labor Required. The professional services rendered by Milbank on behalf of the Committee have required the continuous expenditure of substantial

¹³ The factors embraced by the Fifth Circuit in First Colonial were first adopted by the Fifth Circuit’s decision in Johnson v. Georgia Highway Express, Inc., 488 F.2d 714 (5th Cir. 1974), except that First Colonial also included the “spirit of economy” as a factor expressly rejected by Congress in enacting section 330 of the Bankruptcy Code. Stroock & Stroock & Lavan v. Hillsborough Holdings Corp. (In re Hillsborough Holdings Corp.), 127 F.3d 1398, 1403 (11th Cir. 1997). A majority of the First Colonial factors are now codified in section 330(a)(3). 3 COLLIER ON BANKRUPTCY ¶ 330.03[9] (Lawrence P. King et al., eds., 16th ed. 2011).

time and effort, under time pressures that sometimes required the performance of services late into the evening and, on a number of occasions, over weekends and holidays. The services rendered required a high degree of professional competence and expertise in order to be administered with skill and dispatch.

- (B) The Novelty and Difficulty of Questions. Novel and complex issues have arisen in the course of the chapter 11 cases. In these cases, as in many others in which the firm is involved, Milbank's effective advocacy and creative approach to problem-solving have helped to clarify and resolve difficult issues and proved beneficial.
- (C) The Skill Requisite to Perform the Legal Services Properly. Milbank believes that its recognized expertise in the area of financial restructuring, its ability to draw from highly-experienced professionals in other areas of its practice, such as employment, asset divestiture, litigation, tax, intellectual property and finance, and its practical approach to the resolution of issues helped to maximize the distributions to the unsecured creditors of each of the Debtors.
- (D) The Preclusion of Other Employment by Applicant Due to Acceptance of the Case. Due to the size of Milbank's financial restructuring department and the firm as a whole, Milbank's representation of the Committee has not precluded the acceptance of new clients. However, the number of matters needing attention on a continuous basis has required numerous Milbank attorneys, across multiple practice groups, to commit significant portions of their time to the chapter 11 cases.
- (E) The Customary Fee. The compensation sought herein is based upon Milbank's normal hourly rates for services of this kind. Milbank respectfully submits that the compensation sought herein is not unusual given the magnitude of the chapter 11 cases and the time dedicated to the representation of the Committee. Such compensation is commensurate with fees Milbank has been awarded in other cases, as well as with fees charged by other attorneys of comparable experience.
- (F) Whether the Fee Is Fixed or Contingent. Milbank charges customary hourly rates, as adjusted annually, for the time expended by its attorneys and paraprofessionals in representing the Committee, and Milbank's fee is not outcome dependent.
- (G) Time Limitations Imposed by Client or Other Circumstances. As stated above, Milbank has been required to attend to various issues as they have arisen in the chapter 11 cases. Often, Milbank has had to perform these services under significant time constraints requiring attorneys and paraprofessionals assigned to the chapter 11 cases to work evenings and on weekends and holidays.
- (H) The Amount Involved and Results Obtained. The Committee represents the interests of unsecured creditors of each of the Debtors that, in the aggregate, hold unsecured claims estimated to be valued in at least the hundreds of millions of dollars. The Committee's participation, with Milbank's counsel and guidance,

has greatly contributed to the efficient administration and prospects for reorganization of the chapter 11 cases.

- (I) The Experience, Reputation and Ability of the Attorneys. Milbank has a sophisticated and nationally recognized corporate reorganization and financial restructuring practice, and Milbank attorneys involved in this representation have played a major role in numerous complex restructurings including, for example, the chapter 11 cases of Lehman Brothers Holdings Inc., Eastman Kodak Company, The Great Atlantic & Pacific Tea Company, Inc., NewPage Corporation, Cengage Learning, Inc., ATP Oil & Gas Corporation, Nortel Networks Inc., Capmark Financial Group Inc., Hayes Lemmerz International, Inc., DBSD North America, Inc., Refco, Inc., Enron Corp., TOUSA, Inc., Vicorp, Interstate Bakeries Corp., Winn-Dixie Stores, Inc., Fruit of the Loom Inc., Adelphia Communications Corp., RCN Corp., US Airways Group, Inc., Global Crossing Ltd., Fleming Companies, Inc., and Dairy Mart Convenience Stores, Inc. Milbank's experience enables it to perform the services described herein competently and expeditiously.
- (J) The "Undesirability" of the Case. The chapter 11 cases are not undesirable but, as already indicated, has required a significant commitment of time from many Milbank attorneys.
- (K) Nature and Length of Professional Relationship. Milbank was selected as the Committee's counsel shortly after the Committee's formation, on April 10, 2012, and was retained *nunc pro tunc* to that date pursuant to an order of the Court dated June 29, 2012. Milbank has rendered services continuously to the Committee since its formation in a necessary and appropriate manner.

140. The total time spent by Milbank attorneys and paraprofessionals during the Total Compensation Period was 32,937.80 hours and has a fair market value of \$23,574,219.00. Milbank submits that, as demonstrated by this Application, the Prior Fee Applications, each Fee Statement previously filed by Milbank, and supporting exhibits to each of the foregoing, its services were rendered economically and without unnecessary duplication of efforts. In addition, the work involved, and thus the time expended, was carefully assigned in consideration of the experience and expertise required for each particular task.

VI.
EXPENSES

141. Milbank has incurred a total of \$545,127.08 in expenses in connection with representing the Committee during the Total Compensation Period. Milbank records all expenses incurred in connection with its performance of professional services. Detailed descriptions of these expenses were attached and filed as exhibits to the Fee Statements.

142. Throughout the Total Compensation Period, Milbank has been keenly aware of cost considerations and has tried to minimize the expenses charged to the Debtors' estates.

143. Milbank's policy is to charge its clients in all areas of practice for expenses, other than fixed and routine overhead expenses, incurred in connection with representing its clients. The expenses charged to Milbank's clients include, among other things, telephone toll and other charges, regular mail and express mail charges, special or hand delivery charges, photocopying charges, out-of-town travel expenses, local transportation expenses, expenses for working meals, computerized research charges and transcription costs.

144. Milbank charged the Committee for these expenses at rates consistent with those charged to Milbank's other bankruptcy clients, which rates are equal to, or less than, the rates charged by Milbank to its non-bankruptcy clients. Milbank seeks reimbursement from the Debtors at the following rates for the following expenses: (a) ten cents (\$0.10) per page for photocopying; (b) ten cents (\$0.10) per page for black and white printing; and (c) one dollar and twenty-five cents (\$1.25) per page for color printing.

145. In accordance with section 330 of the Bankruptcy Code and the Guidelines, Milbank seeks reimbursement only for the actual cost of such expenses to Milbank.¹⁴

146. In providing or obtaining from third parties services which are reimbursable by clients, Milbank does not include in such reimbursable amount any costs of investment, equipment or capital outlay.

147. Milbank regularly charges its non-bankruptcy clients for ordinary business hourly fees and expenses for secretarial, library, word processing and other staff services because such items are not included in the firm's overhead for the purpose of setting billing rates. However, Milbank is not seeking reimbursement of hourly fees of its secretarial services.

VII. **NOTICE**

148. No trustee or examiner has been appointed in the chapter 11 cases. Pursuant to the Interim Compensation Order, notice of this Application has been served upon the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Richard Morrissey, Esq.). Milbank submits that, in light of the relief requested herein, no other or further notice need be provided.

VIII. **CONCLUSION**

WHEREFORE, Milbank respectfully requests that the Court enter an order conforming to the amounts set forth in fee schedule attached hereto as Exhibit B: (a) approving, on a final basis, all compensation for professional services rendered by Milbank as counsel to the Committee during the Total Compensation Period in the amount of \$23,574,219.00 and

¹⁴ The cost of expenses Milbank is seeking reflects any discounted rates based on volume or other discounts which Milbank anticipates receiving from certain outside vendors; however, Milbank does not perform a retrospective reconciliation of any "year-end" adjustments (positive or negative) to the actual discounted

reimbursement of all expenses incurred in connection with such services in the amount of \$545,127.08; (b) authorizing and directing the Escrow Agent to pay to Milbank \$5,585,843.05, which is an amount equal to (i) the \$1,215,231.80 Third Holdback, plus (ii) \$4,370,611.25, which represents the total amount owing to Milbank but unpaid by the Reorganized Debtors as of the date hereof for services rendered and expenses incurred during the Total Compensation Period; and (c) granting such further relief as is just.

Dated: New York, New York
October 3, 2013

MILBANK, TWEED, HADLEY & M^cCLOY LLP

By: /s/ Dennis F. Dunne
Dennis F. Dunne
Evan R. Fleck
1 Chase Manhattan Plaza
New York, New York 10005
Telephone: (212) 530-5000

*Counsel for Official Committee of Unsecured
Creditors of Arcapita Bank B.S.C.(c), et al.*

cost of such expenses.

Exhibit A

Certification

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

-----	x	
	:	
In re:	:	Chapter 11
	:	
ARCAPITA BANK B.S.C.(c), <u>et al.</u>,	:	Case No. 12-11076 (SHL)
	:	
Reorganized Debtors.¹	:	Confirmed
	:	
-----	x	

**CERTIFICATION UNDER GUIDELINES FOR FEES AND DISBURSEMENTS
FOR PROFESSIONALS IN RESPECT OF FOURTH AND FINAL APPLICATION OF
MILBANK, TWEED, HADLEY & M^cCLOY LLP, COUNSEL TO OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, FOR FINAL APPROVAL AND
ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND FOR
REIMBURSEMENT OF EXPENSES DURING PERIOD FROM
APRIL 11, 2012 THROUGH AND INCLUDING SEPTEMBER 17, 2013**

Pursuant to the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, effective February 5, 2013 (the "Local Guidelines"), and, to the extent applicable, the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, adopted on January 30, 1996 (the "U.S. Trustee Guidelines" and, together with the Local Guidelines, the "Guidelines"), the undersigned, a member of the firm Milbank, Tweed, Hadley & M^cCloy LLP ("Milbank"), counsel to the Official Committee of Unsecured Creditors (the "Committee") of Arcapita Bank B.S.C.(c) and its affiliated debtors in possession in the above-captioned cases (collectively, the "Debtors")², hereby certifies with respect to Milbank's

¹ The chapter 11 case captioned In re Falcon Gas Storage Company, Inc., No. 12-11790 (Bankr. S.D.N.Y.) (the "Falcon Case") is being jointly administered as one of the above-captioned cases. No plan has been confirmed in the Falcon Case.

² The Debtors in these chapter 11 cases are Arcapita Bank B.S.C.(c), Arcapita Investment Holdings Limited, Arcapita LT Holdings Limited, WindTurbine Holdings Limited, AEID II Holdings Limited, RailInvest

fourth and final application for allowance of compensation for services rendered and for reimbursement of expenses, dated October 3, 2013 (the "Application"), for the period of April 11, 2012 through and including September 17, 2013 (the "Total Compensation Period") as follows:

1. I am the professional designated by Milbank in respect of compliance with the Guidelines.
2. I make this certification in support of the Application, for compensation and reimbursement of expenses for the Total Compensation Period, in accordance with the Local Guidelines.
3. With respect to section B.1 of the Local Guidelines, I certify that:
 - a. I have read the Application.
 - b. To the best of my knowledge, information and belief formed after reasonable inquiry, the fees and disbursements sought fall within the Guidelines.
 - c. Except to the extent that fees or disbursements are prohibited by the Guidelines, the fees and disbursements sought are billed at rates in accordance with practices customarily employed by Milbank and generally accepted by Milbank's clients.
 - d. In providing a reimbursable service, Milbank does not make a profit on that service, whether the service is performed by Milbank in-house or through a third party.³
4. With respect to section B.2 of the Local Guidelines, I certify that Milbank has previously provided monthly statements of Milbank's fees and disbursements by filing and

Holdings Limited, and Falcon Gas Storage Company, Inc. The location of the Debtors' corporate headquarters is Arcapita Building, Bahrain Bay, P.O. Box 1406, Manama, Kingdom of Bahrain.

³ The cost of expenses Milbank is seeking reflects any discounted rates based on volume or other discounts which Milbank anticipates receiving from certain outside vendors; however, Milbank does not perform a retrospective reconciliation of any "year-end" adjustments (positive or negative) to the actual discounted cost of such expenses.

serving monthly statements in accordance with the Interim Compensation Order (as defined in the Application), except that completing reasonable and necessary internal accounting and review procedures have at times precluded filing fee statements within the time periods specified in the Local Guidelines.

5. With respect to section B.3 of the Local Guidelines, I certify that the Office of the United States Trustee for the Southern District of New York will be provided with a copy of the Application concurrently with the filing thereof and will have at least 14 days to review such Application prior to any objection deadline with respect thereto.

Dated: New York, New York
October 3, 2013

By: /s/ Evan R. Fleck
Evan R. Fleck

Exhibit B

Summary of Fees and Expenses

CASE NO.: 12-11076 (SHL) (Jointly Administered)
CASE NAME: IN RE ARCAPITA BANK B.S.C.(C), et al.

Prior Interim Compensation Periods (April 11, 2012 – March 31, 2013)

Period	Date/Document Number of Statement	Fees for Which Approval was Granted ¹	Fees Paid	Expenses Approved To Be Paid	Expenses Paid	Amounts Payable Yet Unpaid
First Interim Compensation Period (4/11/2012 – 7/31/2012)	8/16/2012 [Docket No. 420]	\$4,220,724.00	\$4,220,724.00	\$100,691.80	\$100,691.80	\$0.00
Second Interim Compensation Period (8/1/2012 – 10/31/2012)	11/27/2012 [Docket No. 666]	\$3,434,030.50	\$3,424,030.50	\$93,952.41	\$93,952.41	\$0.00
Third Interim Compensation Period (11/1/2012 – 3/31/2013)	4/22/2013 [Docket No. 1015]	\$6,076,159.00	\$4,860,927.20	\$229,389.84	\$229,389.84	\$1,215,231.80 ²

Fourth Interim Compensation Period (April 1, 2013 – September 17, 2013)

Fee Statement & Date [Docket No. of Statement]	A. Fees for Which Approval Is Sought	B. Amount of Fees for Which Monthly Payment Was Sought (80%)	C. Fees Paid to Date	D. Expenses Requested To Be Approved and Paid	E. Expenses Paid to Date	F. Amounts Payable Pursuant to Interim Compensation Order Yet Unpaid (i.e., (B+D) – (C+E))
Thirteenth Fee Statement 5/22/13 [Docket No. 1138]	\$1,783,601.00	\$1,426,880.80	\$1,426,880.80	\$25,852.38	\$25,852.38	\$0.00

¹ These amounts reflect Milbank’s voluntary reductions of its fees for the First, Second and Third Interim Compensation Period, after discussions with the U.S. Trustee, in the amounts of \$25,000 for each Prior Fee Application.

² This amount represents the Third Holdback, or 20% of the amount of compensation sought by Milbank in the Third Interim Fee Application. By this Application, Milbank seeks the release of the Third Holdback.

Fourteenth Fee Statement 6/19/13 [Docket No. 1270]	\$2,099,824.50	\$1,679,859.60	\$1,679,859.60	\$24,890.20	\$24,890.20	\$0.00
Fifteenth Fee Statement 7/23/13 [Docket No. 1379]	\$1,411,912.50	\$1,129,530.00	\$1,129,530.00	\$12,954.77	\$12,954.77	\$0.00
Sixteenth Fee Statement 8/29/13 [Docket No. 1472]	\$1,578,266.00	\$1,262,612.80	\$1,262,612.80	\$31,206.73	\$31,206.73	\$0.00
Seventeenth Fee Statement 9/23/13 [Docket No. 1538]	\$1,759,851.00	\$1,407,880.80	\$0.00	\$19,547.33	\$0.00	\$1,427,428.13
Eighteenth Fee Statement 10/3/13 [Docket No. 1596]	\$1,209,850.50	\$967,880.40	\$0.00	\$6,641.62	\$0.00	\$974,522.02

Total Compensation Period (April 11, 2012 – September 17, 2013)

A. Fees for Which Final Approval is Sought	B. Fees Paid to Date	C. Total Expenses for Which Final Approval is Sought	D. Expenses Paid to Date	F. Amounts Payable Yet Unpaid (i.e., (A+C) – (B+D))
\$23,574,219.00	\$18,014,564.90	\$545,127.08	\$518,938.13	\$5,585,843.05

Exhibit C

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this “**Agreement**”) is entered into as of September 16, 2013, by and between RA Holding Corp. (“**Topco**”) and JPMorgan Chase Bank, N.A., as escrow agent (“**Escrow Agent**”).

WHEREAS, on March 19, 2012, (the “**Petition Date**”), Arcapita Bank B.S.C. and certain of its direct and indirect subsidiaries (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) which cases are being jointly administered under case number 12-11076 (the “**Chapter 11 Cases**”);

WHEREAS, the Bankruptcy Court confirmed the Confirmed 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) [Docket No. 1265] (as amended, modified and supplemented, the “**Plan**”) by order dated June 17, 2013;

WHEREAS, pursuant to Section 2.2 of the Plan, the Debtors are required to establish and fund on the Effective Date (as defined in the Plan) an escrow account in an amount sufficient to pay in full, any then unpaid fees and expenses (including, without limitation, any estimated, accrued but unbilled fees and expenses through the Effective Date) owed to any Person (as defined in the Plan) asserting a Professional Compensation Claim (as defined in the Plan);

WHEREAS, in satisfaction of Section 2.2 of the Plan, Topco has agreed to place in escrow certain funds and Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Appointment.** Topco hereby appoints Escrow Agent as its escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Escrow Fund.** Escrow Agent shall establish a non-interest bearing demand deposit account in the name of Topco pursuant to this Agreement, at JPMorgan Chase Bank, N.A. (the “**Escrow Account**”). Topco agrees to cause to be deposited with Escrow Agent the sum of USD 40,310,871.77 (the “**Escrow Fund**”) into the Escrow Account on September 17, 2013. During the term of this Agreement, the Escrow Fund shall be held by Escrow Agent in the Escrow Account, wholly segregated from all other funds held by Escrow Agent. Escrow Agent shall not invest or reinvest the Escrow Fund and Topco shall not instruct Escrow Agent to invest or reinvest the Escrow Fund at any time.

3. **Disposition and Termination.**

(a) Topco has authorized representatives from each of the entities listed on Schedule 1 to submit claims and/or instructions to Escrow Agent for payment of funds from the Escrow Fund on behalf of Topco (each a “**Professional Claimant**”). Until March 17, 2014, each Professional Claimant may present to Escrow Agent, with a copy to Topco and each other Professional Claimant, one or more notices (each, a “**Disbursement Notice**”), substantially in the form of either (1) Schedule 2 (each such Disbursement Notice, an “**Interim Compensation Disbursement Notice**”) entitling each such Professional Claimant to a disbursement pursuant to the order entered by the Bankruptcy Court on May 18, 2012 establishing procedures for interim compensation and reimbursement of expenses attached hereto as Exhibit A (the “**Interim Compensation Procedures Order**”), or (2) Schedule 3, accompanied by an order of the Bankruptcy Court authorizing payment to such Professional Claimant (each such

Disbursement Notice, a “**Court Order Disbursement Notice**”). Upon Escrow Agent’s receipt of a Disbursement Notice, Topco hereby authorizes and instructs Escrow Agent to pay the amount specified in such Disbursement Notice to the account specified in such Disbursement Notice; *provided, however*, that (i) the aggregate amount requested in all Disbursement Notices presented by a Professional Claimant shall not exceed the amount set forth on Schedule 1 across the name of such Professional Claimant (the “**Maximum Draw**”) and (ii) Escrow Agent shall not disburse to any Professional Claimant pursuant to this Section 3(a) an aggregate amount in excess of the Maximum Draw applicable to such Professional Claimant. Upon Escrow Agent’s receipt of a Disbursement Notice, Escrow Agent shall, upon request by Topco or a Professional Claimant, confirm receipt of such Disbursement Notice. Escrow Agent shall have no duty to confirm any conditions under the Plan and is authorized to act solely in accordance with a Disbursement Notice presented by a Professional Claimant in the manner described above.

(b) On or before March 17, 2014 (the “**Unpaid Claim Notice Date**”), each Professional Claimant that is due an amount of Allowed Professional Compensation Claims (as defined in the Plan) that has not been disbursed to such Professional Claimant pursuant to Section 3(a) of this Agreement because such amount was in excess of the applicable Maximum Draw amount (each, an “**Unpaid Claimant**” and the amount due but not disbursed to such Unpaid Claimant, an “**Unpaid Claim**”) may present to Escrow Agent, with a copy to Topco and each other Professional Claimant, a single notice, substantially in the form of Schedule 4 (each, an “**Unpaid Claim Notice**”). Within 15 days of the Unpaid Claims Notice Date, Topco shall submit instructions to Escrow Agent in the form of Schedule 5 for the disbursement of any funds then remaining in the Escrow Fund (the “**Final Notice**”). Upon Escrow Agent’s receipt of the Final Notice, Topco hereby authorizes and instructs Escrow Agent to pay the amounts specified in such Final Notice to the accounts specified in such Final Notice. Pursuant to the Final Notice, Topco authorizes and instructs Escrow Agent that (i) the funds, if any, remaining in the Escrow Fund after the making of all payments pursuant to Section 3(a) of this Agreement (the “**Excess Funds**”) be used to satisfy any Unpaid Claims of Unpaid Claimants and (ii) any funds, if any, remaining in the Escrow Fund after the making of all payments in furtherance of clause (i) shall be transferred to Topco. If the amount of the Excess Funds is equal to or greater than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then each applicable Unpaid Claimant shall receive an amount from the Excess Funds equal to the full amount of its Unpaid Claim. If the amount of the Excess Funds is less than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then each applicable Unpaid Claimant shall receive an amount from the Excess Funds equal to the product of (A) the amount of the Excess Funds multiplied by (B) a fraction, the numerator of which is the amount of such Unpaid Claimant’s Unpaid Claim, and the denominator of which is the aggregate amount of the Unpaid Claims of Unpaid Claimants.

(c) Upon the payment to all Professional Claimants of all Allowed Professional Compensation Claims due to such Professional Claimants, Topco may submit instructions to Escrow Agent, with a copy to each Professional Claimant, a notice, substantially in the form of Schedule 6, accompanied by an order of the Bankruptcy Court authorizing payment to Topco of the funds, if any, remaining in the Escrow Fund (an “**Early Release Notice**”).

(d) Topco agrees, and shall instruct each Professional Claimant, that any Disbursement Notice, Unpaid Claim Notice, Final Notice, Early Release Notice or other instructions setting forth, claiming, containing, or in any way related to the transfer or distribution of any portion of the Escrow Fund must be in writing or set forth in a Portable Document Format (“**PDF**”), executed by, as applicable, Topco (with notice to at least one of the persons set forth in Schedule 7 under the heading “Additional Callback Contacts”) or a Professional Claimant, as evidenced by (i) in the case of Topco, the signatures of the person or persons signing this Agreement or one of its designated persons as set forth in Schedule 7 and (ii) in the case of a Professional Claimant, by the signatures of one of its designated persons as set forth in Schedule 1 (each an “**Authorized Representative**”), and delivered to Escrow Agent only by confirmed facsimile or attached to an email on a Business Day only at the fax number or email address set forth in Section 8 below. No Disbursement Notice, Unpaid Claim Notice, Final Notice, Early Release Notice or other instruction for or related to the transfer or distribution of any portion of the Escrow Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 8 and as evidenced by a confirmed transmittal to, as applicable, Topco’s or a Professional Claimant’s transmitting fax number or email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to Topco, any Professional Claimant, or any other person for refraining from acting upon any instruction for or related to the transfer or distribution of any portion of the Escrow Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow

Agent. Topco acknowledges that Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Topco or to each of the Professional Claimants at their wire instructions on Schedule 1 without a verifying call-back as set forth in Section 3(e) below:

Topco (to the account held by its subsidiary, RA Holdco 2 LLC):

Correspondent Bank:	The Bank of New York Mellon
Correspondent SWIFT:	IRVTUS3N
Correspondent ABA:	021-000-018
Account Number:	8900285451
FFC Account with Institution:	IRVTBEBB– The Bank of New York Mellon SA/NV
For Further Credit to Acct #:	5378928400
Account Name	RA Holdco 2 LLC For Benefit Of GSI

(e) In the event any other funds transfer instructions are set forth in an instruction from Topco or a Professional Claimant in accordance with Section 3(d), Escrow Agent is authorized to seek confirmation of such funds transfer instructions by a single telephone call-back to one of the Authorized Representatives, and Escrow Agent may rely upon the confirmation of anyone purporting to be that Authorized Representative. The persons and telephone numbers designated for call-backs may be changed only in a writing executed by an Authorized Representative and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Except as set forth in Section 3(d) above, no funds will be disbursed until an Authorized Representative is able to confirm such instructions by telephone callback. Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by Topco or a Professional Claimant and confirmed by an Authorized Representative. Further the beneficiary's bank in the funds transfer instruction may make payment on the basis of the account number provided in Topco's or a Professional Claimant's instruction and confirmed by an Authorized Representative even though it identifies a person different from the named beneficiary.

(f) Topco acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and Topco hereby expressly assumes such risks.

(g) As used in this Section 3, "**Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. Topco acknowledges that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Escrow Fund in its entirety by Escrow Agent, this Agreement shall terminate, subject to the provisions of Section 6.

4. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of the Plan or any other agreement between Topco and any Professional Claimant, nor shall Escrow Agent be required to determine if any of Topco or any Professional Claimant has complied with the Plan or any other agreement. Notwithstanding the terms of any other agreement between Topco and any Professional Claimant, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any Disbursement Notice, Unpaid Claim Notice, Final Notice, Early Release Notice, order of the Bankruptcy Court, written notice, document, instruction or request delivered by Topco or a Professional Claimant believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final order of judgment of the Bankruptcy Court (or another court, if applicable, as set forth in Section 10 hereof) determines that Escrow Agent's gross negligence or willful misconduct was the cause of any loss

to Topco or a Professional Claimant. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder, or receives instructions, claims or demands from Topco or a Professional Claimant which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from Topco or a Professional Claimant, Escrow Agent shall be entitled to refrain from taking any action until it shall be given either a written direction executed by Authorized Representatives of such parties which eliminates such conflict or a final and non-appealable order or judgment of the Bankruptcy Court, accompanied by a written certification from counsel for the presenting party (whether Topco or a Professional Claimant, as the case may be) attesting that such order is final and not subject to final appeal or proceedings and any written instruction executed by an Authorized Representative of such presenting party consistent with such order. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Fund, including, without limitation, the initial deposit of the Escrow Fund nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5. **Resignation; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to Topco specifying a date when such resignation shall take effect. If Topco has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, Escrow Agent may petition the Bankruptcy Court for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent or such other person designated by final order or judgment of the Bankruptcy Court, at which time of delivery, Escrow Agent's obligations under this Agreement shall cease and terminate, subject to the provisions of Section 7(b). Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all of the Escrow Fund may be transferred, shall be Escrow Agent under this Agreement without further act.

6. **Compensation.** Topco agrees to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 8. Topco further agrees to the disclosures set forth in Schedule 8.

7. **Indemnification.**

(a) Topco agrees to indemnify, defend and hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "**Indemnitees**") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "**Losses**"), arising out of or in connection with (i) Escrow Agent's performance of this Agreement, except to the extent that such Losses are finally adjudicated by the Bankruptcy Court (or another court, if applicable, as set forth in Section 10 hereof) to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (ii) Escrow Agent's following any instructions or directions or Final Notice or Early Release Notice from Topco or any Disbursement Notice or Unpaid Claim Notice from any Professional Claimant received in accordance with this Agreement, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The obligations set forth in this Section 7(a) shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

(b) All amounts due under this Agreement shall be paid in full without any deduction or withholding (other than any deduction or withholding as required by law) and Escrow Agent shall not set-off any amounts due to it by Topco, whether in its capacity as Escrow Agent or otherwise, against the Escrow Fund. Except for Section 9, it is the intent of Topco that the Escrow Fund shall not be subject to lien or attachment by any creditor of Topco or any

Professional Claimant hereto, shall not constitute property of Escrow Agent and shall be held and applied solely for the purposes set forth in this Agreement.

8. **Notices.** All communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from Topco or a Professional Claimant to Escrow Agent shall be executed by an Authorized Representative, and shall be delivered in accordance with the terms of this Agreement by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows and as set forth on Schedule 1:

If to Topco: c/o PIRINATE Consulting Group, LLC
5 Canoe Brook Drive
Livingston, New Jersey 07039
Attention: Eugene I. Davis
Tel No.: 973-533-9027
Fax No.: 973-535-1843
Email Address: GeneDavis@PiriNateConsulting.com

With copies to: Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005
Attention: Evan R. Fleck
Tel No.: 212 530 5567
Fax No.: 212 822 5567
Email Address: efleck@milbank.com

If to Escrow Agent: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo
Tel No.: 212 552 2708
Fax No.: 877 277 1939
Email Address: ec.escrow@jpmchase.com

Topco hereby authorizes Escrow Agent to provide to any Professional Claimant information reasonably requested by such Professional Claimant with respect to the Escrow Fund, including, without limitation, information with respect to (a) the amount of funds in the Escrow Fund, (b) disbursements made pursuant to this Agreement and (c) events described in Section 9(b) of this Agreement.

9. **Compliance with Court Orders.**

(a) In the event that any of the Escrow Fund in an amount less than USD4,000 shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by any court order, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to Topco, any Professional Claimant or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

(b) In the event that (i) any of the Escrow Fund in an amount equal to or greater than USD4,000 shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by any court order or (ii) Escrow Agent becomes aware of any proceeding pursuant to which an event under clause (i) may occur, Escrow Agent shall promptly provide written notice of such event to Topco. Topco hereby acknowledges that it shall promptly provide written notice of such event to the Professional Claimants and, furthermore, authorizes

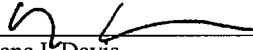
Escrow Agent to promptly provide written notice of such event to any Professional Claimant upon request by such Professional Claimant. Topco, or its designee, shall be authorized to raise the occurrence or prospective occurrence of any such event with the relevant court before the expiration of the applicable time frame within which Escrow Agent is required to comply with a received court order (the “**Compliance Date**”). Escrow Agent agrees that it shall take no action with respect to the Escrow Fund pursuant to this Section 9(b) until the earlier to occur of (A) the Compliance Date and (B) the date Escrow Agent receives a copy of a superseding order of the Bankruptcy Court delivered by an Authorized Representative of Topco and certified by Topco as final and not subject to further proceedings or appeal (in which case Escrow Agent shall promptly comply with such court order).

10. **Miscellaneous.** The provisions of this Agreement may be waived, altered, amended or supplemented only in writing executed by the parties upon provision of an order of the Bankruptcy Court authorizing such waiver, alteration, amendment or supplement. Except as provided in Section 5 above, neither this Agreement nor any right or interest hereunder may be assigned by a party hereto without the prior consent of the other party and in accordance with an order of the Bankruptcy Court approving such assignment. This Agreement shall be governed by and construed under the laws of the State of New York. Topco and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the Bankruptcy Court. If the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in the City of New York, (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding, (c) agrees that it will not bring any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. To the extent that in any jurisdiction Topco may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Topco shall not claim, and hereby irrevocably waives, such immunity. ESCROW AGENT AND TOPCO FURTHER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR JUDICIAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions of Topco or any Professional Claimant may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Topco represents, warrants and covenants that each document, notice, instruction or request provided to Escrow Agent shall comply with applicable laws and regulations. Except as expressly provided in this Agreement, the Disbursement Notices, the Unpaid Claim Notices, the Final Notice, and the Early Release Notice, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and Topco any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Fund or this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

RA Holding Corp.

By: 
Name: Eugene I. Davis
Title: Authorized Signatory

JPMorgan Chase Bank, N.A.
As Escrow Agent

By: _____
Name: Christopher Palermo
Title: Associate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

RA Holding Corp.

By: _____
Name: Eugene I. Davis
Title: Authorized Signatory

JPMorgan Chase Bank, N.A.
As Escrow Agent

By: _____
Name: Christopher Palermo
Title: Associate




EXHIBIT A
INTERIM COMPENSATION PROCEDURES ORDER

See attached.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER GRANTING DEBTORS’ MOTION FOR ORDER ESTABLISHING
PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT
OF EXPENSES FOR PROFESSIONALS AND COMMITTEE MEMBERS**

Upon consideration of the motion (the “*Motion*”)¹ of Arcapita Bank B.S.C.(c) (“*Arcapita*”) and certain of its subsidiaries, a s debtors and debtors in possession (collectively, the “*Debtors*” and each, a “*Debtor*”), for entry of an order establishing procedures for interim compensation and reimbursement of expenses for professionals and committee members; and the Court having found that it has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of Debtors’ estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion having been appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the “*Hearing*”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Motion is granted to the extent set forth herein.

2. Except as may otherwise be provided in orders of the Court, all professionals in these cases may seek monthly compensation in accordance with the following procedures (the “*Compensation Procedures*”):

(a) On or before the 20th day of each month following the month for which compensation is sought, or as soon as reasonably practicable thereafter, each professional seeking compensation shall serve a monthly statement (the “*Monthly Statement*”), by email or overnight delivery, on (i) Arcapita Bank B.S.C.(c), Arcapita Building, Bahrain Bay, P.O. Box 1406, Manama, Kingdom of Bahrain (Attn: Henry Thompson); (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: Michael A. Rosenthal, Esq., Janet M. Weiss, Esq., and Matthew K. Kelsey, Esq.); (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Richard Morrissey, Esq.); (iv) the Official Committee of Unsecured Creditors (the “*Committee*”), Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq. and Evan R. Fleck, Esq.) and any other official committee appointed in these chapter 11 cases; and (v) any other party the Court may designate (each a “*Notice Party*” and collectively, the “*Notice Parties*”);

(b) On or before the 20th day of each month following the month for which compensation is sought (the “*Monthly Statement Filing Deadline*”), or as soon as reasonably practicable thereafter, each professional seeking compensation shall file the Monthly Statement with the Court; however, a courtesy copy need not be delivered to chambers. This Order does not alter the fee application requirements set forth in sections 330 and 331 of the Bankruptcy Code. Professionals are required to serve and file interim and final applications for approval of fees and expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules for the United States Bankruptcy Court of the Southern District of New York (the “*Local Rules*”);

(c) Each Monthly Statement must contain a list of the individuals and their respective titles (*e.g.*, attorney or paralegal) who provided services during the statement period, their respective billing rates, the aggregate hours spent by each individual, a reasonably detailed breakdown of the disbursements incurred,² and contemporaneously

² No professional shall seek reimbursement of an expense which would otherwise not be allowed pursuant to the Court’s Administrative Order dated November 25, 2009 (M-388) or the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 dated January 30, 1996.

maintained time entries for each individual in increments of time set forth in each professional's engagement letter and the order approving such engagement;

(d) Each Notice Party shall have 14 days after the receipt of a Monthly Statement to review such Monthly Statement and, in the event that such Notice Party has an objection to the compensation or reimbursement sought in a particular Monthly Statement, such Notice Party shall, by no later than the 35th day following the month for which compensation is sought or the 14th day after receipt of a Monthly Statement, whichever is later (the "***Objection Period***"), file with the Court and serve upon the professional whose Monthly Statement is objected to, and the other Notice Parties, a written notice (the "***Notice of Objection to Fee Statement***") setting forth the nature of the objection and the amount of fees or expenses to which the recipient objects; provided, however, the Objection Period with respect to any Monthly Statement that is filed and served after the Monthly Statement Filing Deadline shall be extended by the number of days that have elapsed between the Monthly Statement Filing Deadline and the filing of such Monthly Statement;

(e) At the expiration of the Objection Period (including any extensions thereof in accordance with paragraph (d)), the Debtors shall promptly pay 80% of the fees and 100% of the expenses identified in each Monthly Statement to which no Notice of Objection to Fee Statement has been filed and served in accordance with paragraph (d);

(f) If a Notice of Objection to Fee Statement is filed with respect to a particular Monthly Statement, the Debtors shall withhold payment of that portion of the Monthly Statement to which such Notice of Objection to Fee Statement is directed and promptly pay the remainder of the fees and disbursements in the percentages set forth in paragraph (e) unless the professional whose statement is objected to seeks an order from the Court, upon notice and a hearing, directing payment to be made;

(g) If the parties to an objection are able to resolve their dispute following the filing of a Notice of Objection to Fee Statement, and if the party whose Monthly Statement was the subject of the objection files a statement indicating that the objection is withdrawn and describing in detail the terms of the resolution, then the Debtors shall promptly pay, in accordance with paragraph (e), that portion of the Monthly Statement that is no longer subject to an objection but in no event greater than 80% of the total fees requested;

(h) All objections that are not resolved by the parties or Court order shall be preserved and presented to the Court at the next interim or final fee application hearing to be determined by the Court (*see* paragraph (j), below);

(i) The service of a Notice of Objection to Fee Statement in accordance with paragraph (d) above shall not prejudice the objecting party's right to object to any fee application made to the Court in accordance with the Bankruptcy Code on any ground, whether raised in the objection or not. Furthermore, the decision by any party not to object to a Monthly Statement shall not be a waiver of any kind or prejudice that party's right to object to any fee application subsequently made to the Court in accordance with the Bankruptcy Code;

(j) Approximately every 120 days, but no more than every 150 days, each of the professionals shall serve and file with the Court, in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), an application for interim or final Court approval and allowance, pursuant to sections 330 and 331 of the Bankruptcy Code (as the case may be), of the compensation and reimbursement of expenses requested;

(k) Any professional who fails to file an application pursuant to paragraph 2(j) of this Order (1) shall be ineligible to receive further monthly payments of fees or expenses as provided herein until such application for interim or final Court approval and allowance has been filed with the Court, and (2) may be required to disgorge any fees paid since retention or the last fee application, provided, however, that the penalties provided in this paragraph shall be the only penalties for failure to comply with paragraph 2(j) of this order;

(l) The pendency of an application or a Court order that payment of compensation or reimbursement of expenses was improper as to a particular Monthly Statement shall not disqualify a professional from the future payment of compensation or reimbursement of expenses as set forth above, unless otherwise ordered by the Court;

(m) Neither the payment of, nor the failure to pay, in whole or in part, monthly compensation and reimbursement as provided herein shall have any effect on this Court's interim or final allowance of compensation and reimbursement of expenses of any professionals; and

(n) Counsel for a Committee may, in accordance with the foregoing procedures for monthly compensation and reimbursement of professionals, collect and submit statements of expenses, with supporting vouchers, from its Committee Members; provided, however, that such Committee's counsel ensures that these reimbursement requests comply with the Court's Administrative Order dated December 21, 2010 (M-412).

3. In any Monthly Statement or Application, the amount of fees and disbursements sought shall be stated in the currency in which such fees and disbursements are to be paid. If any Monthly Statement or Application states the amount of fees and disbursements sought in currency other than U.S. dollars, such Monthly Statement or Application shall also state, for the sole purpose of approximating the amount of such fees and disbursements in U.S. dollars, the equivalent U.S. dollar amount of fees and disbursements sought using the conversion rate in effect at the time of the applicable Monthly Statement or Application.

4. The Debtors are authorized to pay retained professionals in currencies other than U.S. dollars, in accordance with their agreements with such professionals. For the avoidance of doubt, the Debtors are also authorized to pay retained professionals in U.S. dollars, in accordance with their agreements with such professionals.

5. The first fee application period shall be the period beginning on the Petition Date, and ending on April 30, 2012. All fee application periods thereafter shall begin on the first day of each calendar month and end on the last day of such month. All professionals not retained as of the Petition Date shall submit their first Monthly Statement for the period from the effective date of their retention through the end of the first full calendar month following the effective date of their retention, and otherwise in accordance with the procedures set forth in this Order.

6. The Debtors shall include all payments to professionals or Committee Members on their monthly operating reports, detailed so as to state the amount paid to each.

7. All time periods set forth in this Order shall be calculated in accordance with Rule 9006(a) of the Bankruptcy Rules.

8. Service of Applications shall be limited to the Notice Parties. The Debtors shall serve the Hearing Notices on the Master Service List.

9. All fees and expenses paid to professionals under the Compensation Procedures are subject to disgorgement until final allowance by the Court.

10. Notice of any Application shall be sufficient if served on the Notice Parties.

11. All other parties that have filed a notice of appearance with the Clerk of this Court and requested notice of pleadings in the Chapter 11 Cases shall be entitled to receive only notice of hearings on the Applications.

12. This Court shall retain jurisdiction with respect to any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: New York, New York
May 18, 2012

/s/ Sean H. Lane
THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

[Redacted]

SCHEDULE 2

FORM OF INTERIM COMPENSATION DISBURSEMENT NOTICE

From: [PROFESSIONAL CLAIMANT]
[ADDRESS]

To: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo

Reference: [] Escrow Account No. _____ (“**Escrow Account**”)

[], 20[]

We refer to the Escrow Agreement dated September 16, 2013 between RA Holding Corp. (“**Topco**”), and JPMorgan Chase Bank, N.A. (“**Escrow Agent**”). Terms defined in the Escrow Agreement have the same meaning in this Interim Compensation Disbursement Notice.

In accordance with Clause 3(a) of the Escrow Agreement, we irrevocably instruct you to promptly transfer the following amount from the Escrow Fund at the date of this Interim Compensation Disbursement Notice to:

Amount:	[]
Bank:	[]
SWIFT Code:	[]
For credit to:	[]
Account name:	[]
Account number:	[]

We hereby attach the Fee Statement filed with the Bankruptcy Court on [], 2013, which entitles us to disbursement of the requested amount pursuant to the Interim Compensation Procedures Order.

We hereby acknowledge the following:

1. The requested amount equals 80% of our invoiced fees for the monthly period ending on [] and 100% of our invoiced expenses for such monthly period (as reflected in the attached Fee Statement), in each case reduced by any amounts for which an objection was timely filed as provided in the Interim Compensation Procedures Order.
2. [We have previously been disbursed [(i) USD [] from the Escrow Fund pursuant to an Interim Compensation Disbursement Notice dated [] [and] [(ii) USD [] from the Escrow Fund pursuant to a Court Order Disbursement Notice dated []].]¹
3. The amount requested pursuant to this Interim Compensation Disbursement Notice[, together with the amounts disbursed to us pursuant to the other Disbursement Notices described above,] is less than or equal to our Maximum Draw amount of USD [].

We hereby acknowledge that the statements made in this Interim Compensation Disbursement Notice shall run to the benefit of Topco and each other Professional Claimant, as well as to the Escrow Agent, and that a copy of this Interim Compensation Disbursement Notice has been provided to each other Professional Claimant and Topco.

¹ Professional Claimant to list all prior disbursements made to it from the Escrow Fund.

SCHEDULE 3

FORM OF COURT ORDER DISBURSEMENT NOTICE

From: [PROFESSIONAL CLAIMANT]
[ADDRESS]

To: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo

Reference: [] Escrow Account No. _____ (“**Escrow Account**”)

[], 20[]

We refer to the Escrow Agreement dated September 16, 2013 between RA Holding Corp. (“**Topco**”), and JPMorgan Chase Bank, N.A. (“**Escrow Agent**”). Terms defined in the Escrow Agreement have the same meaning in this Court Order Disbursement Notice.

In accordance with Clause 3(a) of the Escrow Agreement, we irrevocably instruct you to promptly transfer the following amount from the Escrow Fund at the date of this Court Order Disbursement Notice to:

Amount:	[]
Bank:	[]
SWIFT Code:	[]
For credit to:	[]
Account name:	[]
Account number:	[]

We hereby attach the order of the Bankruptcy Court entitling us to disbursement of the requested amount and providing notice that the attached order of the Bankruptcy Court requires Escrow Agent to disburse the requested amount.

We hereby acknowledge the following:

1. [We have previously been disbursed [(i) USD [] from the Escrow Fund pursuant to an Interim Compensation Disbursement Notice dated []] [and] [(ii) USD [] from the Escrow Fund pursuant to a Court Order Disbursement Notice dated []].]²
2. The amount requested pursuant to this Court Order Disbursement Notice[, together with the amounts disbursed to us pursuant to the other Disbursement Notices described above,] is less than or equal to our Maximum Draw amount of USD [].

We hereby acknowledge that the statements made in this Court Order Disbursement Notice shall run to the benefit of Topco and each other Professional Claimant, as well as to the Escrow Agent, and that a copy of this Court Order Disbursement Notice has been provided to each other Professional Claimant and Topco.

Yours Sincerely,

² Professional Claimant to list all prior disbursements made to it from the Escrow Fund.

SCHEDULE 4

FORM OF UNPAID CLAIM NOTICE

From: [PROFESSIONAL CLAIMANT]
[ADDRESS]

To: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo

Reference: [] Escrow Account No. _____ (“**Escrow Account**”)

[], 20[]

We refer to the Escrow Agreement dated September 16, 2013 between RA Holding Corp. (“**Topco**”), and JPMorgan Chase Bank, N.A. (“**Escrow Agent**”). Terms defined in the Escrow Agreement have the same meaning in this Unpaid Claim Notice.

In accordance with Clause 3(b) of the Escrow Agreement, we hereby notify you that we are due an amount of Allowed Professional Claims that have not been disbursed to us pursuant to Section 3(a) of the Escrow Agreement because such amount was in excess of our applicable Maximum Draw amount.

We hereby acknowledge the following:

1. We have previously requested [(i) USD [] from the Escrow Fund pursuant to an Interim Compensation Disbursement Notice dated [] [and] [(ii) USD [] from the Escrow Fund pursuant to a Court Order Disbursement Notice dated []], which amounts in the aggregate equal our Maximum Draw Amount of USD [].³
2. The current amount of our Allowed Professional Claims is currently USD [], which exceeds our Maximum Draw amount by USD [], which constitutes our Unpaid Claim.

We hereby authorize Topco to submit the Final Notice to Escrow Agent in accordance with the terms of the Escrow Agreement, and we acknowledge the following in that regard:

- a. Topco shall authorize and instruct Escrow Agent that (i) the Excess Funds remaining in the Escrow Fund after the making of all payments pursuant to Section 3(a) of the Escrow Agreement be used to satisfy any Unpaid Claims of Unpaid Claimants and (ii) any funds, if any, remaining in the Escrow Fund after the making of all payments in furtherance of clause (i) shall be transferred to Topco.
- b. If the amount of the Excess Funds is equal to or greater than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then we shall receive an amount from the Excess Funds equal to the full amount of our Unpaid Claim.
- c. If the amount of the Excess Funds is less than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then we shall receive an amount from the Excess Funds equal to the product of (A) the amount of the Excess Funds multiplied by (B) a fraction, the numerator of which is the amount of our Unpaid Claim, and the denominator of which is the aggregate amount of the Unpaid Claims of Unpaid Claimants.

³ Professional Claimant to list all prior disbursements made to it from the Escrow Fund.

SCHEDULE 5
FORM OF FINAL NOTICE

From: RA Holding Corp.
[ADDRESS]

To: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo

Reference: [] Escrow Account No. _____ (“**Escrow Account**”)

[], 20[]

We refer to the Escrow Agreement dated September 16, 2013 between RA Holding Corp. (“**Topco**”), and JPMorgan Chase Bank, N.A. (“**Escrow Agent**”). Terms defined in the Escrow Agreement have the same meaning in this Final Notice.

We hereby authorize and instruct Escrow Agent that (i) the funds, if any, remaining in the Escrow Fund after the making of all payments pursuant to Section 3(a) of the Escrow Agreement (the “**Excess Funds**”) be used to satisfy any Unpaid Claims of Unpaid Claimants and (ii) any funds, if any, remaining in the Escrow Fund after the making of all payments in furtherance of clause (i) shall be transferred to Topco.

We hereby acknowledge that the following calculations and the calculations set forth on Annex 1 are accurate and reflect the payments to be made to each applicable Unpaid Claimant, in satisfaction of their respective Unpaid Claims, and to Topco, after the payments of such Unpaid Claims to each Unpaid Claimant.

Initial Amount of Escrow Fund	USD[]
Less: Total Amount Disbursed Pursuant to Section 3(a) of the Agreement	USD[]
Excess Funds	<u>USD[]</u>
Less: Total Amount to be paid for Unpaid Claims of Unpaid Claimants	<u>USD[]</u>
Amount to be paid to Topco	<u><u>USD[]</u></u>

In accordance with Clause 3(b) of the Escrow Agreement and the foregoing instructions and calculations, we irrevocably instruct you to promptly transfer the following amounts from the Escrow Fund at the date of this Final Notice to the following:

[Unpaid Claimant 1]

Amount:	[]
Bank:	[]
SWIFT Code:	[]
For credit to:	[]
Account name:	[]
Account number:	[]

[Unpaid Claimant 2]

Amount:	[]
Bank:	[]
SWIFT Code:	[]

For credit to: []
Account name: []
Account number: []

[New Arcapita Topco Limited]

Amount: []
Bank: []
SWIFT Code: []
For credit to: []
Account name: []
Account number: []

We hereby acknowledge that the statements made in this Final Notice shall run to the benefit of each Professional Claimant, as well as to the Escrow Agent, and that a copy of this Final Notice has been provided to each Professional Claimant.

Yours Sincerely,

RA HOLDING CORP.

Name:
Title:

SCHEDULE 5
ANNEX 1

UNPAID CLAIMS CALCULATION

Professional Claimant	Allowed Professional Compensation Claims	Maximum Draw	Amounts Disbursed Pursuant to Section 3(a) of the Escrow Agreement	Amount of Unpaid Claims set forth in Unpaid Claims Notice	Percentage of Total Unpaid Claims	Amount to be Paid for Unpaid Claims⁴
[Professional Claimant 1]	USD[]	USD[]	USD[]	USD[]	[]%	USD[]
[Professional Claimant 2]	USD[]	USD[]	USD[]	USD[]	[]%	USD[]
Total	USD[]	USD[]	USD[]	USD[]	100.0%	USD[]

⁴ If the amount of the Excess Funds is equal to or greater than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then each applicable Unpaid Claimant shall receive an amount from the Excess Funds equal to the full amount of its Unpaid Claim. If the amount of the Excess Funds is less than the aggregate amount of the Unpaid Claims of Unpaid Claimants, then each applicable Unpaid Claimant shall receive an amount from the Excess Funds equal to the product of (A) the amount of the Excess Funds multiplied by (B) a fraction, the numerator of which is the amount of such Unpaid Claimant's Unpaid Claim, and the denominator of which is the aggregate amount of the Unpaid Claims of Unpaid Claimants.

SCHEDULE 6

FORM OF EARLY RELEASE NOTICE

From: RA Holding Corp.
[ADDRESS]

To: JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza, Floor 21
New York, NY 10005
Attn: Greg Kupchynsky / Chris Palermo

Reference: [] Escrow Account No. _____ ("**Escrow Account**")

[], 20[]

We refer to the Escrow Agreement dated September 16, 2013 between RA Holding Corp. ("**Topco**"), and JPMorgan Chase Bank, N.A. ("**Escrow Agent**"). Terms defined in the Escrow Agreement have the same meaning in this Early Release Notice.

In accordance with Clause 3(c) of the Escrow Agreement, we irrevocably instruct you to promptly transfer the following amount from the Escrow Fund at the date of this Early Release Notice to:

Amount:	[]
Bank:	[]
SWIFT Code:	[]
For credit to:	[]
Account name:	[]
Account number:	[]

We hereby attach the order of the Bankruptcy Court showing that all Allowed Professional Claims due to each Professional Claimant have been paid and entitling us to disbursement of the requested amount.

We hereby acknowledge that the statements made in this Early Release Notice shall run to the benefit of each Professional Claimant, as well as to the Escrow Agent, and that a copy of this Early Release Notice has been provided to each Professional Claimant.

Yours Sincerely,


RA HOLDING CORP.

Name:
Title:

**SCHEDULE 7
AUTHORIZED REPRESENTATIVES OF TOPCO**

**Telephone Numbers and Authorized Signatures for
Person(s) Designated to Give Instructions and Confirm Funds Transfer Instructions**

For Topco:

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1. Eugene I. Davis	973-533-9027	

Additional Callback Contacts

Name	Telephone Number	Email Address
Matthew Turner	+44 7860 269 435	matthewc.turner@yahoo.com
Khalil Nooruddin	+973 17 211 311	khalil@cklearning.com
Brent de Jong	(713) 240-0103	Brent.DeJong@zaff.com

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of Topco.

SCHEDULE 8

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Based upon our current understanding of your proposed transaction, our fee proposal is as follows:

Account Acceptance Fee \$ waived

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

One Time Fee \$ 5,000.00

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

Extraordinary Services and Out-of Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney’s or accountant’s fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Escrow Agent’s then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services thereby incurring additional charges. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review. The Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or conditions or other factors change from those used to set our fees. Payment of the invoice is due upon receipt

The escrow deposit shall be continuously held uninvested.

Disclosures and Agreements

Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT Act”) requires Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, you acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent’s identity verification procedures require Escrow Agent to obtain information which may be used to confirm your identity including without limitation name, address and organizational documents (“identifying information”). You agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom the Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent’s opinion, conflict with

applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds.

Abandoned Property. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, you acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a money market deposit account.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.