

Procedure (the “**Bankruptcy Rules**”), the Local Rules of the United States Bankruptcy Court for the Southern District of New York, and the Case Management Procedures approved by this Court,¹ and must be filed on the docket of *In re Arcapita Bank B.S.C.(c), et al.*, Ch. 11 Case No. 12-11076 (SHL) (the “**Docket**”), by registered users of the Court’s case filing system and by all other parties in interest on a 3.5 inch disk, preferably in portable document format, Microsoft Word, or any other Windows-based word processing format (with a hard copy delivered directly to the Chambers of the Honorable Sean H. Lane), in accordance with the customary practices of the Court and the Court’s General Order M-399 (available at <http://nysb.uscourts.gov/orders/orders2.html>), to the extent applicable, and served in accordance with General Order M-399 upon each of the following: (i) the Chambers of the Honorable Sean H. Lane, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004; (ii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: Michael A. Rosenthal, Esq., Craig H. Millet, Esq., Janet M. Weiss, Esq., and Matthew Kelsey, Esq.), counsel for the Debtors; (iii) the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”), 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Richard Morrissey, Esq.); (iv) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Abhilash M. Raval, Esq., and Evan R. Fleck, Esq.), counsel for the Official Committee of Unsecured Creditors (the “**Committee**”); (v) Arcapita Bank B.S.C.(c), Arcapita Building, Bahrain Bay, P.O. Box 1406, Manama, Kingdom of Bahrain (Attn: Nael Mustafa); (vi) Arcapita, Inc., Four Seasons Tower, 24th Floor, 75 Fourteenth Street, Atlanta, Georgia 30309

¹ See Order (A) Waiving the Requirement That Each Debtor File a List of Creditors and Equity Security Holders and Authorizing Maintenance of Consolidated List of Creditors in Lieu of a Matrix; (B) Authorizing Filing of a Consolidated List of Top 50 Unsecured Creditors; and (C) Approving Case Management Procedures [Docket No. 21].

(Attn: John Huntz); (vii) Noon Investment Company, P.O. Box 26026, Adiya, Kingdom of Bahrain (Attn: Bashar Almutawa); (viii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Marcia Goldstein, Esq.); (ix) counsel for any other statutory committee appointed in these chapter 11 cases; and (x) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, so as to be received no later than **October 6, 2012 at 10:00 a.m. (Eastern Time)** (the “*Objection Deadline*”).

PLEASE TAKE FURTHER NOTICE that if no objections to the Stipulation and Order are timely filed, served and received in accordance with this Notice, the Court may enter an order approving the Stipulation and Order without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that, if a written objection is timely filed, a hearing will be held to consider the Stipulation and Order, along with any written objection timely received, on **October 9, 2012 at 2:00 p.m. (Eastern Time)** (the “*Hearing Date*”) at the United States Bankruptcy Court for the Southern District of New York, the Honorable Sean H. Lane, United States Bankruptcy Judge, One Bowling Green, New York, New York 10004-1408, Courtroom 701. The stipulating and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: New York, New York
October 1, 2012

/s/ Michael A. Rosenthal
Michael A. Rosenthal (MR-7006)
Craig H. Millet (admitted *pro hac vice*)
Janet M. Weiss (JW-5460)
Matthew K. Kelsey (MK-3137)
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

PRESENTMENT DATE & TIME: October 9, 2012 at 10:00 a.m. (Eastern Time)

OBJECTION DEADLINE: October 6, 2012 at 12:00 p.m. (Eastern Time)

HEARING DATE & TIME (ONLY IF OBJECTION FILED): October 9, 2012 at 2:00 p.m. (Eastern Time)

GIBSON, DUNN & CRUTCHER LLP

Michael A. Rosenthal (MR-7006)
Craig H. Millet (admitted *pro hac vice*)
Janet M. Weiss (JM-5460)
Matthew K. Kelsey (MK-3137)
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Facsimile: (212) 351-4035

Attorneys for the Debtors and Debtors in Possession

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

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| IN RE: | : | Chapter 11 |
| | : | |
| ARCAPITA BANK B.S.C.(c), et al., | : | Case No. 12-11076 (SHL) |
| | : | |
| Debtors. | : | Jointly Administered |
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**STIPULATION AND AGREED ORDER PURSUANT TO
11 U.S.C. § 365(d)(4)(B)(ii) FURTHER EXTENDING THE
DEBTORS' TIME TO ASSUME OR REJECT UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY**

Arcapita Bank B.S.C.(c) ("*Arcapita*") and its affiliated debtors and debtors in possession (collectively, the "*Debtors*")¹ in the above-captioned chapter 11 cases (the "*Chapter 11 Cases*"), on one hand, and AHQ Holding Company, W.L.L., Noon Investment Company, Qatar Islamic Bank ("*QIB*"), and Arcapita, Inc. (collectively, the "*Lessors*"), on the other, by and through their respective counsel, where applicable, hereby enter into this stipulation and agreed order (the "*Stipulation and Order*") and stipulate and agree as follows:

¹ The Debtors in the 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 Holdings Limited, and Falcon Gas Storage Company, Inc.

RECITALS

WHEREAS, on March 19, 2012 (the “*Petition Date*”), Arcapita and five of its affiliates (collectively, the “*Initial Debtors*”) commenced cases under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”), and, on April 30, 2012, Falcon Gas Storage Co., Inc. commenced a case under chapter 11 of the Bankruptcy Code (along with the cases of the Initial Debtors, the “*Chapter 11 Cases*” as previously defined);

WHEREAS, the Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors estimate that, as of the Petition Date, they were party to nine unexpired leases of nonresidential real property (individually, a “*Lease*”, and collectively, the “*Leases*”) with the Lessors,² as set forth in **Exhibit A** attached hereto;³

WHEREAS, by Order dated July 11, 2012 [Docket No. 311] (the “**365(d)(4) Order**”), the time in which the Debtors could elect to assume or reject unexpired leases of nonresidential real property was extended, pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code, for a period of ninety (90) days from July 17, 2012 through and including October 15, 2012;

WHEREAS, no party filed an objection to or otherwise opposed the relief granted by the 365(d)(4) Order;

2 Note that the Debtors only seek to extend the time to assume or reject the Lease related to QIB (the “**QIB Lease**”) to the extent (if at all) that it constitutes a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code. The Debtors and QIB have expressly agreed that all rights of the Debtors to move the Court for a determination or otherwise advance the position that the QIB Lease does not constitute a lease of nonresidential real property have been preserved.

3 Note that the list of Leases provided in Exhibit A is intended for convenience only and the Debtors may be party to greater than or fewer than nine unexpired leases of nonresidential real property. Accordingly, the Debtors reserve the right to modify or supplement the list of Leases provided in Exhibit A.

WHEREAS, the 365(d)(4) Order stated that nothing therein shall be construed as a finding that any Lease constitutes a true lease, and all rights of the Debtors to seek recharacterization of any Lease(s) had been preserved;

WHEREAS, the Lessors have agreed to further extend the Debtors' time to assume or reject the Leases⁴ through and including the date on which the Court enters an order on the docket in the Chapter 11 Cases confirming a plan of reorganization or plan of liquidation for the Debtors (the "***Proposed Deadline***"); and

WHEREAS, the Lessors have each executed a stipulation, attached hereto as **Exhibit B** through **Exhibit E**, to extend the deadline with regard to each Lessor's respective Lease(s).

AGREED ORDER

IT IS THEREFORE STIPULATED AND AGREED, AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. The time within which the Debtors may assume or reject the Leases pursuant to section 365(d)(4) of the Bankruptcy Code is extended through and including the Proposed Deadline.
2. The extension of time authorized herein is without prejudice to the Debtors' right to timely seek further extensions should they obtain written permission from the Lessors or show good cause upon appropriate motion to this Court.
3. The extension of time authorized herein is without prejudice to the right of any Lessor to move the Court for cause shown to fix an earlier date by which the Debtors must assume or reject its unexpired Lease(s) (or for the Debtors to oppose any such request).

4. Nothing herein shall be construed as a finding that any Lease constitutes a true lease. All rights of the Debtors to seek recharacterization of any Lease(s) are hereby preserved.

5. Nothing herein shall be construed as a finding that the QIB Lease constitutes a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code. All rights of the Debtors to move the Court for a determination or otherwise advance the position that the QIB Lease does not constitute a lease of nonresidential real property are hereby preserved.

4 As previously discussed, QIB has only agreed to extend the Debtors' time to assume or reject the QIB Lease to the extent (if at all) that the QIB Lease constitutes a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code.

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

Dated: New York, New York
October 1, 2012

Respectfully submitted,

/s/ Michael A. Rosenthal
Michael A. Rosenthal (MR-7006)
Craig H. Millet (admitted *pro hac vice*)
Janet M. Weiss (JW-5460)
Matthew K. Kelsey (MK-3137)
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

ATTORNEYS FOR THE DEBTORS AND
DEBTORS IN POSSESSION

Dated: October ___, 2012
New York, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Leases

Exhibit A

Leases¹

| <u>LESSOR</u> | <u>LESSOR ADDRESS</u> | <u>LESSEE</u> | <u>CO-DEBTORS /CO-OBLIGORS TO THE LEASE</u> | <u>DESCRIPTION</u> |
|---------------------------------|---|--------------------------------------|---|---------------------------|
| AHQ Holding Company W.L.L. | PO Box 1406, Manama, Bahrain | Arcapita Bank B.S.C.(c) | | Lease (Ijara) |
| Noon Investment Company | P.O. Box 26026, Manama, Bahrain | Arcapita Bank B.S.C.(c) | | Store lease |
| Qatar Islamic Bank ² | P.O. Box 559, Doha, Qatar | Arcapita Bank B.S.C.(c) | | Investment property lease |
| Arcapita, Inc. | 75 14 th Street, 24 th Floor, Atlanta, GA 30309 | AEID II Holdings Limited | | Office lease |
| Arcapita, Inc. | 75 14 th Street, 24 th Floor, Atlanta, GA 30309 | Arcapita Investment Holdings Limited | | Office lease |
| Arcapita, Inc. | 75 14 th Street, 24 th Floor, Atlanta, GA 30309 | Arcapita LT Holdings Limited | | Office lease |
| Arcapita, Inc. | 75 14 th Street, 24 th Floor, Atlanta, GA 30309 | RailInvest Holdings Limited | | Office lease |
| Arcapita, Inc. | 75 14 th Street, 24 th Floor, Atlanta, GA 30309 | WindTurbine Holdings Limited | | Office lease |

¹ Note that, as stated in the Stipulation and Order, this list of Leases is intended for convenience only. The Debtors reserve the right to modify or supplement the list of Leases contained in this exhibit.

² For the avoidance of doubt, by the Stipulation and Order, all rights of the Debtors to move the Court for a determination or otherwise advance the position that the QIB Lease does not constitute a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code have been preserved.

EXHIBIT B

GIBSON, DUNN & CRUTCHER LLP

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Facsimile: (212) 351-4035

Attorneys for the Debtors and Debtors in Possession

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

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

**STIPULATION EXTENDING THE TIME TO ASSUME OR REJECT
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY PURSUANT
TO SECTION 365(d)(4)(B)(ii) OF THE BANKRUPTCY CODE**

WHEREAS, AEID II Holdings Limited (“*AEID*”), a debtor in possession in the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”) (together with its affiliated debtors and debtors in possession in the Chapter 11 Cases, the “*Debtors*”),¹ and Arcapita, Inc. (the “*Lessor*”) are parties to that certain lease of nonresidential real property (the “*AEID Lease*”) relating to the property located at Suite 2332, The Grand, 75 14th Street, Atlanta, Georgia;

WHEREAS, Arcapita Investment Holdings Limited (“*AIHL*”), a Debtor in the Chapter 11 Cases, and the Lessor are parties to that certain lease of nonresidential real property (the

¹ The Debtors in the 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 Holdings Limited, and Falcon Gas Storage Company, Inc.

“*AIHL Lease*”) relating to the property located at Suite 2327, The Grand, 75 14th Street, Atlanta, Georgia;

WHEREAS, Arcapita LT Holdings Limited (“*ALTH*”), a Debtor in the Chapter 11 Cases, and the Lessor are parties to that certain lease of nonresidential real property (the “*ALTH Lease*”) relating to the property located at Suite 2328, The Grand, 75 14th Street, Atlanta, Georgia;

WHEREAS, RailInvest Holdings Limited (“*RailInvest*”), a Debtor in the Chapter 11 Cases, and the Lessor are parties to that certain lease of nonresidential real property (the “*RailInvest Lease*”) relating to the property located at Suite 2335, The Grand, 75 14th Street, Atlanta, Georgia;

WHEREAS, WindTurbine Holdings Limited (“*WindTurbine*”, and together with AEID, AIHL, ALTH and RailInvest, the “*Lessees*”), a Debtor in the Chapter 11 Cases, and the Lessor are parties to that certain lease of nonresidential real property (the “*WindTurbine Lease*”, and together with the AEID Lease, the AIHL Lease, the ALTH Lease and the RailInvest Lease, the “*Leases*”) relating to the property located at Suite 2329, The Grand, 75 14th Street, Atlanta, Georgia; and

WHEREAS, the Lessor has agreed to extend the Debtors’ time in which to assume or reject the Leases, pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “*Bankruptcy Code*”), through and including the date on which the Court enters an order on the docket in the Chapter 11 Cases confirming a plan of reorganization or plan of liquidation for the Debtors (the “*New Deadline*”).

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Lessees and the Lessor, as follows:

1. The Debtors' time in which to assume or reject the Leases is hereby extended, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, through and including the New Deadline; *provided that*, the Lessor may move the Court for cause shown to fix an earlier date by which the Debtors must assume or reject any or all of the Leases.

2. Nothing in this Stipulation shall be construed as a finding that any Lease constitutes a true lease. All rights of the Debtors to seek recharacterization of any or all of the Leases are hereby preserved.

3. This Stipulation may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the parties to the counterparts had signed the same instrument. Further, the signature pages of this Stipulation may be transmitted by facsimile and/or electronic mail, and signatures so transmitted shall have the same force and effect as original signatures.

(Signature page follows)

Signed for and on behalf of:
AEID II HOLDINGS LIMITED
ARCAPITA INVESTMENT HOLDINGS LIMITED
ARCAPITA LT HOLDINGS LIMITED
RAILINVEST HOLDINGS LIMITED
WINDTURBINE HOLDINGS LIMITED
By: Mohammed Chowdhury
Dated: September 24, 2012



Signed for and on behalf of:
ARCAPITA, INC.
By: John Huntz

Dated: September ____, 2012

Signed for and on behalf of:
AEID II HOLDINGS LIMITED
ARCAPITA INVESTMENT HOLDINGS LIMITED
ARCAPITA LT HOLDINGS LIMITED
RAILINVEST HOLDINGS LIMITED
WINDTURBINE HOLDINGS LIMITED
By: Mohammed Chowdhury
Dated: September __, 2012

Signed for and on behalf of:
ARCAPITA, INC.
By: John Huntz

Dated: September 24, 2012

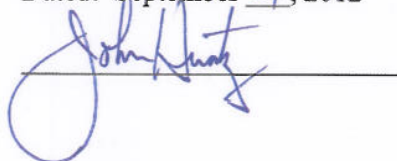


EXHIBIT C

GIBSON, DUNN & CRUTCHER LLP

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Janet M. Weiss (JW-5460)
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Attorneys for the Debtors and Debtors in Possession

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

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| | : |
| IN RE: | : Chapter 11 |
| | : |
| ARCAPITA BANK B.S.C.(c), et al., | : Case No. 12-11076 (SHL) |
| | : |
| Debtors. | : Jointly Administered |
| | : |
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**STIPULATION EXTENDING THE TIME TO ASSUME OR REJECT
UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY PURSUANT
TO SECTION 365(d)(4)(B)(ii) OF THE BANKRUPTCY CODE**

WHEREAS, Arcapita Bank B.S.C.(c) ("*Arcapita*"), a debtor in possession in the above-captioned chapter 11 cases (the "*Chapter 11 Cases*") (together with its affiliated debtors and debtors in possession in the Chapter 11 Cases, the "*Debtors*"),¹ and Noon Investment Company (the "*Lessor*") are parties to that certain lease of nonresidential real property (the "*Lease*") relating to the property located at Warehouse Nos. 7 & 9, Building #2568, Road #4450, Block #744, A'ali Area, Kingdom of Bahrain; and

¹ The Debtors in the 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 Holdings Limited, and Falcon Gas Storage Company, Inc.

WHEREAS, the Lessor has agreed to extend the Debtors' time in which to assume or reject the Lease, pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "*Bankruptcy Code*"), through and including the date on which the Court enters an order on the docket in the Chapter 11 Cases confirming a plan of reorganization or plan of liquidation for the Debtors (the "*New Deadline*").

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Arcapita and the Lessor, as follows:

1. The Debtors' time in which to assume or reject the Lease is hereby extended, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, through and including the New Deadline; *provided that*, the Lessor may move the Court for cause shown to fix an earlier date by which the Debtors must assume or reject the Lease.
2. Nothing in this Stipulation shall be construed as a finding that the Lease constitutes a true lease. All rights of the Debtors to seek recharacterization of the Lease are hereby preserved.
3. This Stipulation may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the parties to the counterparts had signed the same instrument. Further, the signature pages of this Stipulation may be transmitted by facsimile and/or electronic mail, and signatures so transmitted shall have the same force and effect as original signatures.

(Signature page follows)

Signed for and on behalf of:
ARCAPITA BANK B.S.C.(c)
By: Mohammed Chowdhury
Dated: September 24, 2012

Mohammed Chowdhury

Signed for and on behalf of:
NOON INVESTMENT COMPANY
By: _____
Dated: September ___, 2012

Signed for and on behalf of:
ARCAPITA BANK B.S.C.(c)
By: Mohammed Chowdhury
Dated: September __, 2012



Signed for and on behalf of:
NOON INVESTMENT COMPANY
By: BASHAR ALMUTAWA
Dated: September 24, 2012

EXHIBIT D

Bahrain Bay, Kingdom of Bahrain, but excluding certain headquarters land and mosque land);
and

WHEREAS, the Lessor has agreed to extend the Debtors' time in which to assume or reject the Lease, pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "*Bankruptcy Code*"), through and including the date on which the Court enters an order on the docket in the Chapter 11 Cases confirming a plan of reorganization or plan of liquidation for the Debtors (the "*New Deadline*").

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Arcapita and the Lessor, as follows:

1. The Debtors' time in which to assume or reject the Lease is hereby extended, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, through and including the New Deadline; *provided that*, the Lessor may move the Court for cause shown to fix an earlier date by which the Debtors must assume or reject the Lease.
2. Nothing in this Stipulation shall be construed as a finding that the Lease constitutes a true lease. All rights of the Debtors to seek recharacterization of the Lease are hereby preserved.
3. This Stipulation may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the parties to the counterparts had signed the same instrument. Further, the signature pages of this Stipulation may be transmitted by facsimile and/or electronic mail, and signatures so transmitted shall have the same force and effect as original signatures.

(Signature page follows)

Signed for and on behalf of:
ARCAPITA BANK B.S.C.(c)
By: Mohammed Chowdhury
Dated: September 24, 2012



Signed for and on behalf of:
AHQ HOLDING COMPANY W.L.L.
By: Nael Mustafa
Dated: September 24, 2012



EXHIBIT E

WHEREAS, the Lessor has agreed to extend the Debtors' time in which to assume or reject the Lease pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "*Bankruptcy Code*"), to the extent (if at all) that the Lease constitutes a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code, through and including the date on which the Court enters an order on the docket in the Chapter 11 Cases confirming a plan of reorganization or plan of liquidation for the Debtors (the "*New Deadline*").



NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Arcapita and the Lessor, as follows:

1. To the extent (if at all) that the Lease constitutes a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code, the Debtors' time in which to assume or reject the Lease is hereby extended, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, through and including the New Deadline; *provided that*, the Lessor may move the Court for cause shown to fix an earlier date by which the Debtors must assume or reject the Lease.

2. Nothing in this Stipulation shall be construed as a finding that the Lease constitutes a true lease or a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code. All rights of the Debtors to seek recharacterization of the Lease, or move the Court for a determination or otherwise advance the position that the Lease does not constitute a lease of nonresidential real property pursuant to section 365(d) of the Bankruptcy Code, are hereby preserved.

3. This Stipulation may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the parties to the counterparts had signed the same instrument. Further, the signature pages of

this Stipulation may be transmitted by facsimile and/or electronic mail, and signatures so transmitted shall have the same force and effect as original signatures.

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|---|---|
| <p>Dated: September <u>27</u>, 2012</p>  <hr/> <p>Gibson, Dunn & Crutcher LLP Michael A. Rosenthal Craig H. Millet Janet M. Weiss Matthew K. Kelsey 200 Park Avenue New York, New York 10166-0193 Telephone: (212) 351-4000 Facsimile: (212) 351-4035</p> <p><i>Attorneys for the Debtors and Debtors in Possession</i></p> | <p>Dated: September <u>27</u>, 2012</p>  <hr/> <p>Weil, Gotshal & Manges LLP Marcia L. Goldstein 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007</p> <p><i>Attorneys for Qatar Islamic Bank Q.S.C.</i></p> |
|---|---|