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

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

**THIRD SUPPLEMENT TO DEBTORS' MOTION FOR ORDER
PURSUANT TO 11 U.S.C. §§ 105, 362, 363(b)(1), 363(m), 364(c)(1),
364(c)(2), 364(c)(3), 364(e) AND 552 AND BANKRUPTCY RULES 4001 AND 6004
AUTHORIZING DEBTORS TO OBTAIN REPLACEMENT POSTPETITION
FINANCING TO REPAY EXISTING POSTPETITION FINANCING**

Arcapita Bank B.S.C.(c) ("*Arcapita*"), Arcapita Investment Holdings Limited ("*AIHL*"), Arcapita LT Holdings Limited, WindTurbine Holdings Limited, AEID II Holdings Limited and RailInvest Holdings Limited, as debtors and debtors in possession (collectively, the "*Debtors*" and each, a "*Debtor*") in the above-captioned chapter 11 cases (collectively, the "*Chapter 11 Cases*") hereby file this third supplement (the "*Third Supplement*") in connection with the *Debtors' Motion for Order Pursuant to 11 U.S.C. §§ 105, 362, 363(b)(1), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(e) and 552 and Bankruptcy Rules 4001 and 6004 Authorizing Debtors to Obtain Replacement Postpetition Financing to Repay Existing Postpetition Financing* (Dkt. No. 1157) (the "*Motion*") dated May 27, 2013, which was previously supplemented by the *Supplement to Debtors' Motion for Order Pursuant to 11 U.S.C. §§ 105, 362, 363(b)(1), 363(m),*

364(c)(1), 364(c)(2), 364(c)(3), 364(e) and 552 and Bankruptcy Rules 4001 and 6004 Authorizing Debtors to Obtain Replacement Postpetition Financing to Repay Existing Postpetition Financing (Dkt. No. 1216) and *Second Supplement to Debtors' Motion for Order Pursuant to 11 U.S.C. §§ 105, 362, 363(b)(1), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(e) and 552 and Bankruptcy Rules 4001 and 6004 Authorizing Debtors to Obtain Replacement Postpetition Financing to Repay Existing Postpetition Financing* (Dkt. No. 1224) (the "**Second Supplement**"), each dated June 6, 2013.¹ In support of the Motion, the Debtors represent as follows:

STATEMENT

1. The definitive form of the DIP Agreement was filed with the Second Supplement. Pursuant to and in accordance with Bankruptcy Rule 4001(c)(1)(B)(i)-(xi) and Local Rule 4001-2(a)-(i), the material provisions of the DIP Agreement and/or the DIP Order that have been agreed upon by the Debtors and Goldman Sachs as of the date hereof, are summarized in the chart attached hereto as Annex A.²

NOTICE

No trustee or examiner has been appointed in the Chapter 11 Cases. The Debtors have provided notice of filing of this Third Supplement by electronic mail, facsimile and/or overnight mail to: (a) 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.); (b) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New

¹ Capitalized terms not otherwise defined in this Supplement shall have the meanings ascribed to them in the Motion, as supplemented.

² This summary chart attached hereto as Annex A is qualified in its entirety by the provisions of the DIP Agreement and/or the DIP Order, as applicable. Capitalized terms used in the summary but not otherwise defined therein shall have the meanings set forth in the DIP Agreement. To the extent there are any conflicts between this summary and the terms of the DIP Agreement and/or the DIP Order, as applicable, the terms of the DIP Agreement and/or the DIP Order, as applicable, shall govern.

York 10005 (Attn: Dennis F. Dunne, Esq., Abhilash M. Raval, Esq., and Evan R. Fleck, Esq.),
counsel for the Committee; (c) Latham & Watkins LLP, 885 3rd Avenue, New York, New York
10022 (Attn: Mitchell Seider, Esq. and Adam Goldberg, Esq.) , counsel for Goldman Sachs
International, as Investment Agent; (d) Dechert LLP, 1095 Avenue of the Americas, New York,
New York 10036 (Attn: Brian E. Greer, Esq. and Nicole Herther-Spiro, Esq.), counsel to SCB,
(e) Skadden, Arps, Slate, Meagher & Flom LLP, 155 N. Wacker Drive, Chicago, Illinois 60606
(Attn: David Kolin, Esq. and Brandon Duncomb, Esq.), counsel to Fortress and (f) all parties
listed on the Master Service List established in these Chapter 11 Cases. A copy of the
Supplement is also available on the website of the Debtors' notice and claims agent, GCG, at
www.gcginc.com/cases/arcapita.

Dated: New York, New York
June 9, 2013

/s/ Michael A. Rosenthal

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ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

Annex A

ANNEX A¹

MATERIAL TERMS OF THE DIP TRANSACTION DOCUMENTS	
<p><u>DIP Agreement Parties</u>²</p> <p><i>Fed R. Bankr. P. 4001(c)(1)(B)</i></p> <p><i>DIP Agreement, Introduction, Recitals, Clause 1, Schedule 5</i></p>	<p><u>DIP Purchaser/Borrower</u>: AIHL</p> <p><u>Guarantors</u>: (i) Arcapita; (ii) AIHL Sub; (iii) WTHL; (iv) AEID II; (v) RailInvest; (vi) Arcapita Investment Management Limited; (vii) Arcapita Inc.; (viii) Arcapita Structured Finance Ltd; (ix) Arcapita Investment Funding Limited; (x) Arcapita Industrial Management I Ltd; (xi) Arcapita (US) Limited; (xii) Arcapita (Europe) Limited; (xiii) Arcapita (Singapore) Limited; (xiv) Arcapita US Holding Co., Inc.; (xv) Arcapita Ventures LLC; (xvi) the LT CayCos; and (xvii) the wholly owned WCF's (collectively, with AIHL, the "Obligors").</p> <p><u>Investment Agent and Arranger</u>: Goldman Sachs International</p> <p><u>Security Agent</u>: A financial institution to be mutually agreed.</p> <p><u>DIP Participants</u>: The Investment Agent, certain banks, other financing entities and other persons that from time to time may become party to the Investment Agency Agreement.</p>
<p><u>DIP Commitments</u></p> <p><i>Local Rule 4001-2(a)(1); Fed. R. Bankr. P. 4001(c)(1)(B)</i></p> <p><i>DIP Agreement, Clause 1</i></p>	<p>U.S. Dollar term Murabaha facility, with initial facility limit of \$175 million (the "DIP Facility").</p>
<p><u>Economics</u></p> <p><i>Local Rule 4001-2(a)(3); Fed. R. Bankr. P. 4001(c)(1)(B)</i></p> <p><i>DIP Agreement, Clause 1, Clause 5.3</i></p>	<p>"Deferred Sale Price" (<i>i.e.</i> the amount payable by AIHL to the Investment Agent under the DIP Agreement) is the aggregate of (1) the Cost Price; <u>plus</u> (2) the Profit; <u>plus</u> (3) Additional Profit (if applicable); <u>plus</u> (4) Supplemental Profit (if applicable) <u>plus</u> (5) Mandatory and Purchase Costs.</p> <p>"Cost Price" means the amount (in USD) payable or paid by the Investment Agent for the purchase of commodities.</p> <p>"Profit" means: Cost Price * Rate * (N/360), where:</p> <ul style="list-style-type: none"> • "N" is the number of days to elapse from, and including, the proposed transaction date and "Rate" means the sum of (a) the greater of (i) LIBOR and (ii) 1.5% per annum plus (b) 8.25% per annum. <p>"Additional Profit" means a fee in relation to the initial DIP purchase contract equal to 1% of the Cost Price.</p> <p>"Supplemental Profit" means a fee of 1% of the amount by which the facility limit is reduced, payable at certain prepayments and facility reductions (discussed below).</p> <p>"Mandatory and Purchase Costs" means compliance, tax and miscellaneous costs and expenses incurred by the Investment Agent and Participants.</p>

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

² Changes in the identities of the Obligors between the Exit Facility and DIP Transaction result from corporate changes performed in connection with the proposed plan of reorganization (the "**Chapter 11 Plan**").

MATERIAL TERMS OF THE DIP TRANSACTION DOCUMENTS

<p><u>Late Payment</u> <i>Local Rule 4001-2(a)(3); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Clause 6.3(b)</i></p>	<p>The late payment compensation shall be calculated in accordance with the following formula: (unpaid amount x (LIBOR for such period as the Investment Agent may select) + 8.25%+ 2.0%)) /360</p>
<p><u>Funding Conditions</u> <i>Local Rule 4001-2(a)(2); Local Rule 4001-2(h); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Schedule I</i></p>	<p>The DIP Facility is subject to the following conditions precedent, among others: (i) delivery of constitutional documents, a certified copy of corporate minutes, director certificates and a certified copy of shareholder resolutions (to the extent necessary or advisable); (ii) delivery of legal opinions and duly executed finance documents; (iii) payment of required fees, costs and expenses and evidence thereof; (iv) evidence of the appointment of process agents; (v) entry of a final order approving the DIP Transaction in form and substance reasonable satisfactory to the Investment Agent on or before June 10, 2013 (the “DIP Order”); (vi) compliance with the DIP Order and the related validation order in the Cayman Island proceedings of AIHL (the “Cayman Validation Order”); (vii) delivery of evidence of the Obligors’ compliance with their obligations under security documents, a completed and executed security questionnaire, certificates represented pledged equity interests, and insurance certificates; (viii) delivery of a fatwa from Arcapita’s Sharia’a board, the initial DIP budget, original financial statements, a Chapter 11 Plan implementation memorandum, satisfactory evidence of all required consents, a certified copy of the Cayman Validation Order, KYC information, evidence of the absence of legal or regulatory matters that (in the Investment Agent’s opinion) impair the transactions or could have a Material Adverse Effect and evidence of the satisfaction of the Fortress DIP Facility.</p>
<p><u>Fees and Expenses</u> <i>Local Rule 4001-2(a)(3); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>Fee Letter</i></p>	<p>AIHL shall pay the reasonable out-of-pocket expenses of the Investment Agent, including expenses associated with syndication of the DIP Facility and the fees and disbursements of the Investment Agent’s attorneys and advisors, as well as any taxes, arising in connection with the DIP Transaction Documents. AIHL shall also pay the fees in the amounts agreed in the Fee Letter. AIHL shall also pay the losses or expenses incurred by the DIP Participants as a consequence of making funds available under the DIP Facility.</p>
<p><u>Priority and Liens</u> <i>Local Rule 4001-2(a)(4); Fed. R. Bankr. P. 4001(c)(1)(B)(i)</i> <i>DIP Order; ¶ 14, 16.</i></p>	<p>The DIP Obligations of each Debtor under the DIP Agreement:</p> <ul style="list-style-type: none"> i. pursuant to section 364(c)(1) of the Bankruptcy Code, shall constitute allowed superpriority administrative claims, <i>provided</i> that so long as the SCB Facilities obligations are outstanding, the guarantees of and superpriority claims against AEID II, RailInvest and WindTurbine under the DIP Transaction shall be subordinated to the Prior SCB Claims (as defined in the DIP Order); ii. pursuant to section 364(c)(2) of the Bankruptcy Code, shall be secured by a perfected first-priority lien on all assets of Arcapita, AIHL and ALTHL, in each case that are not otherwise subject to valid, binding, continuing, enforceable and fully perfected and non-avoidable liens or become unencumbered and iii. pursuant to section 364(c)(3) of the Bankruptcy Code, a perfected junior lien on all now owned or after acquired assets of the Debtors that are subject to (x) any valid, perfected and non-avoidable lien in existence on the Petition Date or (y) any valid lien in existence on the Petition Date that is perfected (but not granted) subsequent to the Petition Date pursuant to section 546(b) of the Bankruptcy Code (including, in each case and for so long as the obligations under the SCB Facilities remain unpaid, SCB’s liens on the equity of AEID II, RailInvest and WindTurbine) <p>subject and subordinate in each case with respect to subclauses (i) through (iii) above, to the Carve Out.</p> <p>Notwithstanding the foregoing, the liens described above shall not attach to avoidance actions or the proceeds thereof.</p> <p>The assets of non-Debtor Obligors will also serve as collateral for the DIP Facility (together with the</p>

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	Debtors’ assets referred to in subclauses (ii) and (iii), the “ <i>DIP Collateral</i> ”).
<p><u>Adequate Protection</u> <i>Local Rule 4001-2(a)(4); Fed. R. Bankr. P. 4001(c)(1)(B)(ii)</i> <i>DIP Order, ¶ 15</i></p>	<p>The SCB Order will not be modified, altered, amended or superseded, and it remains in full force and effect, including with respect to any grant of adequate protection to SCB thereunder.</p>
<p><u>Carve Out</u> <i>Local Rule 4001-2(a)(5); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Order, ¶ 14(c)</i> <i>DIP Agreement, Clause 1</i></p>	<p>The term “<i>Carve Out</i>” means:</p> <ul style="list-style-type: none"> i. any unpaid fees of the Clerk of the Bankruptcy Court and to the U.S. Trustee under 28 U.S.C. § 1930; ii. reasonable fees and expenses approved by the Court incurred by a trustee, not to exceed \$25,000; iii. reasonable and documented expenses of Committee members in an amount not to exceed \$200,000; iv. all unpaid fees and expenses allowed by the Court of professionals or professional firms retained pursuant to sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code and the reasonable fees and expenses of the joint provisional liquidators appointed in the Cayman Islands liquidation proceedings of AIHL (the “<i>Joint Provisional Liquidators</i>” and together with Debtor and Committee professionals, the “<i>Professional Persons</i>”) that were accrued or incurred, as applicable through the date upon which AIHL and the Committee receive from the Investment Agent a written notice of the occurrence of an Event of Default (as defined below) and the Investment Agent’s intention to invoke the Carve Out (the “<i>Carve Out Notice</i>”); and v. all fees and expenses of Professional Persons incurred after the date upon which AIHL and counsel for the Committee receive the Carve Out Notice, in the aggregate amount not to exceed \$15,000,000.
<p><u>Covenants</u> <i>Local Rule 4001-2(a)(8); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Clause 13, 15</i></p>	<p>The Obligors (including, and in some instances, each member of the Group) shall: obtain and supply required authorizations; comply in all material respects with applicable law; comply with environmental law; inform the Investment Agent of any environmental claim or facts or circumstance which are reasonably likely to result in any environmental claims; comply (along with its subsidiaries) with anti-terrorism laws; pay and discharge, and ensure that each member of the Group pays and discharges, material taxes (subject to defined carve outs); preserve their assets; ensure that any unsecured and unsubordinated claims against the DIP Transaction rank at least pari passu with the claims of its other unsecured and unsubordinated creditors; maintain (along with each member of the Group) insurance; provide the Investment Agent and Security Agent with access to premises, books, and records; and preserve the subsistence and validity of intellectual property and not use or permit intellectual property in any way which may materially and adversely affect its value.</p> <p>Arcapita shall ensure, with some exceptions, that: no substantial change is made to the general nature of the businesses of AIHL or the Group or to the corporate structure of the Group and the Investment Companies; no company, other than a Guarantor or Subsidiary, owns any of the Purchaser’s equity ownership interests in the Investment Companies; Arcapita and each member of the Group will not merge or engage in a corporate reconstruction without the written approval of the Investment Agent (other than pursuant to the Implementation Memorandum or Cooperation Settlement Agreements); no changes to certain business or Group structures; and enter into replacement management and administrative agreements (if required).</p> <p>In addition, the DIP Agreement includes covenants restricting: future investment; incurrence of liabilities and Financial Indebtedness; ownership of certain assets; opening deposit accounts for third parties; the pledge of security; disposals; entry into non- arms’ length transactions; performance of dividends and share redemptions; incurrence of indebtedness; issuance of shares; performance of speculative transactions or treasury transactions; transactions with affiliates; subsidiary distributions; incurrence of superpriority claims (subject to restrictions); certain types of filings in the Chapter 11 Cases or Cayman Proceedings without the prior written consent of the Investment Agent; cancellation of indebtedness; changes relating to other indebtedness and material contracts; and repayment of indebtedness.</p>

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	<p>AIHL shall deliver certain documents and reports to the Investment Agent, including, but not limited to, financial statements, compliance certificates, DIP Budgets, DIP Budget variance reports, investment statements, valuation reports, notices of default and miscellaneous information. In addition, AIHL shall, upon the request of the Investment Agent, arrange quarterly conference calls. AIHL, along with the Obligors, shall deliver all documentation and evidence reasonably requested for KYC checks.</p>
<p><u>Financial Covenants</u> <i>DIP Agreement, Clause 14</i></p>	<p>AIHL shall (i) maintain minimum liquidity of \$15 million, (ii) maintain Security Cover of not less than 2.00x, to be tested quarterly and (iii) restrict future capital expenditures.</p>
<p><u>Purpose and Limitations</u> <i>Local Rule 4001-2(a)(9), (15); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Clause 5.9</i></p>	<p>The DIP Facility proceeds will be used for (i) payment of transaction costs, profits, fees and expenses incurred in connection with the DIP Facility; (ii) repayment of the Fortress DIP Facility; (iii) working capital and other general corporate purposes; (iv) adequate protection payments to SCB; and (v) to pay other amounts, including, without limitation, in connection with investment deal fundings.</p> <p>The DIP Facility proceeds may not be used for any purpose prohibited under the Bankruptcy Code or under the Interim Order or Final DIP Order or to commence or prosecute any action, proceeding or objection with respect to causes of action, financing obligations or obligations related to or arising out of the DIP Facility.</p>
<p><u>Termination Date; Maturity</u> <i>Local Rule 4001-2(a)(10); Fed. R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Clause 1, Clause 2.3</i></p>	<p>The DIP Facility will mature on July 31, 2013; provided that, in the event that the effectiveness of the Chapter 11 Plan will be delayed beyond July 31, 2013, the DIP Termination Date may be extended at AIHL’s option to September 30, 2013.</p>
<p><u>Events of Default</u> <i>Local Rule 4001-2(a)(10), (a)(11); Fed R. Bankr. P. 4001(c)(1)(B)</i> <i>DIP Agreement, Clause 16</i></p>	<p>“Event of Defaults” may arise on account of the following among other things:</p> <ul style="list-style-type: none"> • Payment default, breach of financial covenants or provisions in security documents, and any other breach of the DIP Transaction documents; • Material inaccuracies in any representation or warranty made by any Obligor; • Default under another agreement or financing arrangement (subject to specified restrictions); • Insolvency and/or commencement of insolvency proceedings; • An adverse judgment or order in excess of \$10 million; • If it shall be unlawful for an Obligor to perform obligations under the DIP Facility documents or such obligations or documents cease to be valid, binding or effective; • Cessation of business and/or Change of Control; • The auditors qualify the audited annual consolidated financial statements of Parent or Purchaser • The authority or ability of any member of the Group is limited by expropriation; • Repudiation of DIP Facility documentation; • Litigation, arbitration, administrative, governmental, regulatory or other investigations which have or are reasonably likely to have a Material Adverse Effect;

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	<ul style="list-style-type: none"> • Entry of an order (a) dismissing the cases or converting them to cases under chapter 7, (b) appointing a chapter 11 trustee or examiner, (c) granting any other claim or administrative expense (other than SCB Claims or Carve-Out) superpriority status or lien equal or superior to that granted to the Investment Agent, or (d) granting relief from the stay to any third party to permit foreclosure on any assets of any of the Debtors which have a value in excess of \$100 million; • Any Order shall cease to be in full force and effect or an order of the Bankruptcy Court reverses, stays, vacates or (except as agreed to by the Investment Agent) otherwise amends, supplements or modifies any Order or any of the Finance Documents. • The Debtors' filing a motion seeking case dismissal or conversion; • Occurrence of a material adverse event in the Cayman Proceeding; • Failure to comply with any material term, provision or condition contained in the DIP Order or the Cayman Validation Order or the SCB Order or any other order relating to the Fortress DIP Facility; • Entry of an order or filing authorizing or seeking unpermitted additional post-petition financing, liens on DIP Collateral, modification of the Commitment Letter or any action adverse to the Investment Agent or any DIP Participant; • Commencement of any action, adversary proceeding, or motion against the Investment Agent or any DIP Participant by any Debtor or its affiliates, officers or employees; • An all asset sale that does not provide for payment in full without the Investment Agent's consent; • Allowance of any claim under Section 506(c) of the Bankruptcy Code against the Investment Agent, the DIP Participants and the DIP Collateral; and • Filing of a plan or disclosure statement that does not provide for payment in full in cash of the obligations under the DIP Facility, the conversion of the DIP Facility into the Exit Facility or otherwise treats the claims of the Investment Agent and the DIP Participants in a manner to which they do not consent.
<p><u>Automatic Stay & Remedies</u> <i>Local Rule 4001-2(a)(10); Fed. R. Bankr. P. 4001(c)(1)(B)(iv)</i> <i>DIP Order, ¶ 18</i></p>	<p>The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary, without the need for any further order of the Court to permit the Investment Agent and/or Collateral Agent to exercise, upon not less than seven (7) days' written notice to the Debtors following the occurrence and continuation of any Event of Default under the DIP Transaction Documents, all rights and remedies under the DIP Transaction Documents.</p>
<p><u>Repayment</u> <i>Local Rule 4001-2(a)(13)</i> <i>DIP Agreement, Clause 9</i></p>	<p>Mandatory prepayments required upon receipt of:</p> <ul style="list-style-type: none"> • Cash proceeds with respect to asset sales, subject to formulas and provisions determining the exact proportion of such proceeds allowed to be retained by the Obligors; • Insurance and compensation proceeds, except for those proceeds which are excluded under the DIP Agreement, relating to the loss of any property or assets of the Obligors or relevant subsidiaries; • Proceeds of incurrence of financing obligations (other than financing obligations otherwise permitted under the DIP Agreement); <p>Payment of the DIP Facility obligations in full in cash required upon effective date of a chapter 11 plan for the Debtors, the date of dismissal of the Chapter 11 Cases or conversion thereof to cases under chapter 7 or sale of all or substantially all of the Obligors' assets.</p> <p>No mandatory prepayments required upon equity raise, cash distributions relating to Falcon Gas, sale or disposition of assets subject to priority in favor of SCB (until SCB is paid in full).</p> <p>Voluntary prepayments may be made at any time subject to notice requirements, a minimum required amount</p>

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	and, prior to the second anniversary of the Conversion Date, an administration fee of 1% of the voluntary prepayment.
<p><u>Joint Liability</u> <i>Local Rule 4001-2(a)(14); Fed. R. Bankr. P. 4001-2(e)</i> <i>DIP Agreement, Clause 11.1</i></p>	<ul style="list-style-type: none"> • All Obligors are jointly and severally liable for the DIP Obligations. • Falcon Gas is not liable for any of the DIP Obligations.
<p><u>Release and Indemnification</u> <i>Fed. R. Bankr. P. 4001(c)(1)(B)(ix)</i> <i>DIP Agreement, Clause 2.5, 18</i></p>	<ul style="list-style-type: none"> • The Obligors will provide customary releases and exculpations in favor of the Investment Agent, the Security Agent, the Arranger and the DIP Participants (in their capacity as such) and their respective employees and representatives from any past, present or future actions, causes of action, claims, suits, demands, liabilities, Security, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations related to or arising out of the DIP Transaction. • Customary and appropriate provisions in favor of the Finance Parties (as defined in the DIP Agreement) including in connection with documentary taxes, currency issues, communications and increased costs.
<p><u>Waivers and Consents</u> <i>Fed. R. Bankr. P. 4001(c)(1)(B)(x)</i> <i>DIP Order, ¶ 21</i></p>	The Debtors (for themselves and their estates) irrevocably waive and relinquish any rights they may have under section 506(c) of the Bankruptcy Code with respect to the DIP Collateral.