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Proposed 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)**
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Debtors. : **Jointly Administered**
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**NOTICE OF HEARING ON DEBTORS' APPLICATION
FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING AND
APPROVING THE EMPLOYMENT AND RETENTION OF GCG, INC. AS
ADMINISTRATIVE AGENT FOR THE DEBTORS AND DEBTORS IN
POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that a hearing on the annexed motion, dated March 26, 2012 (the "*Motion*") of Arcapita Bank B.S.C.(c) and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the "*Debtors*") will be held before the Honorable Sean H. Lane, United States Bankruptcy Judge, in Room 701 of the United States Bankruptcy Court for the Southern District of New York (the "*Bankruptcy Court*"), One Bowling Green, New York, New York, 10004, on **March 29, 2012 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion (the “**Objections**”) shall be filed electronically with the Court on the docket of *In re Arcapita Bank B.S.C.(c), et al.*, Ch. 11 Case No. 12-11076 (SHL) (the “**Docket**”), pursuant to the Case Management Procedures approved by this Court¹ and the Court's General Order M-399 (available at <http://nysb.uscourts.gov/orders/orders2.html>), 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 (“PDF”), Microsoft Word, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 on (i) proposed counsel for the Debtors, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York, 10166 (Attn: Michael A. Rosenthal, Esq., Janet M. Weiss, Esq. and Matthew K. Kelsey, Esq.); (ii) 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.); (iii) Kasowitz Benson Torres & Friedman LLP, 1633 Broadway, New York, New York 10019 (Attn: David Friedman, Esq. and David Mark, Esq.) as attorneys for Euroville, S.a.r.l.; and (iv) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.), as attorneys for Midtown Acquisitions, LLC so as to be received no later than **March 28, 2012 at 12:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

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].

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: New York, New York
March 26, 2012

/s/ Michael A. Rosenthal
Michael A. Rosenthal (MR-7006)
Janet M. Weiss (JW-5460)
Matthew K. Kelsey (MK-3137)
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PROPOSED ATTORNEYS FOR THE DEBTORS
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Proposed 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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**DEBTORS' APPLICATION FOR ENTRY OF
INTERIM AND FINAL ORDERS AUTHORIZING AND
APPROVING THE EMPLOYMENT AND RETENTION OF GCG, INC. AS
ADMINISTRATIVE AGENT FOR THE DEBTORS AND DEBTORS IN
POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

Arcapita Bank B.S.C.(c) ("*Arcapita*") and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the "*Debtors*" and each, a "*Debtor*"), submit this application (the "*Application*") for entry of an order substantially in the forms annexed hereto as *Exhibit A* (the "*Proposed Interim Order*") and *Exhibit B* (the "*Proposed Final Order*") pursuant to sections 327(a), 330 and 331 of title 11 of the United States Code (the "*Bankruptcy Code*"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), and Rule 2014-1 of the Local Bankruptcy Rules for the U.S. Bankruptcy Court for the Southern District of New York (the "*Local Rules*"), authorizing the Debtors to

employ and retain GCG, Inc. (“**GCG**”) as the administrative agent (the “**Administrative Agent**”) *nunc pro tunc* to the Petition Date in the chapter 11 cases (as defined below)¹ in accordance with the bankruptcy administration agreement between GCG and the Debtors, dated March 16, 2012 (the “**Engagement Agreement**”), a copy of which is annexed hereto as **Exhibit C**. In support of this application the Debtors rely on the Declaration of Craig Johnson attached hereto as **Exhibit D** (the “**Johnson Declaration**”), and respectfully represent:

BACKGROUND

2. On March 19, 2012 (the “**Petition Date**”), each of the Debtors commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or an examiner in these Chapter 11 Cases. No official committee has yet been appointed by the Office of the United States Trustee.

3. Founded in 1996, Arcapita, through its Debtor and non-Debtor subsidiaries (collectively, with Arcapita, the “**Arcapita Group**”), is a leading global manager of Shari’ah-compliant alternative investments and operates as an investment bank. Arcapita is not a domestic bank licensed in the United States, nor does it have a branch or agency in the United States as defined in section 109(b)(3)(B) of the Bankruptcy Code. Arcapita is headquartered in Bahrain and is regulated under an Islamic wholesale banking license issued by the Central Bank of Bahrain. The Arcapita Group employs 268 people and, together with the other Debtors and their non-Debtor Subsidiaries, has offices in Atlanta, London, Hong Kong, and Singapore in

¹ Contemporaneously herewith, the Debtors filed a separate application to retain and employ GCG as notice and claims agent (the “**Section 156(c) Application**”).

addition to its Bahrain headquarters. The Arcapita Group's principal activities include investing for its own accounts and providing investment opportunities to third-party investors in conformity with Islamic Shari'ah rules and principles. The Arcapita Group also derives revenue from managing assets for its third party investors.

4. The Arcapita Group has approximately \$7 billion in assets currently under management. As of the Petition Date, on a consolidated basis, the Arcapita Group owns assets valued at approximately \$3.06 billion² and has liabilities of approximately \$2.55 billion. Approximately \$1.1 billion of the Debtors' prepetition liabilities are comprised of that certain murabaha, Shari'ah-compliant syndicated facility, issued on March 28, 2007, and maturing on March 28, 2012.

JURISDICTION AND VENUE

5. The Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

6. Administration of the Chapter 11 Cases will require GCG to perform duties outside the scope of section 156(c) of the Bankruptcy Code. Such duties include balloting services, tabulation services, assisting with the compilation of the Debtors' schedules of assets and liabilities (the "*Schedules*") and statements of financial affairs (the "*SoFAs*"), and providing other services which are set forth in the Engagement Agreement, but not set forth in the Section 156(c) Application. Accordingly, the Debtors hereby file this Application to supplement their

² This includes Arcapita's beneficial interest in assets under management.

Section 156(c) Application and seek the Court's authority to retain GCG as the Administrative Agent to perform the services that exceed the scope of section 156(c) as set forth in the Engagement Agreement.

GCG'S QUALIFICATIONS

7. As a specialist in claims management and legal administration services, GCG provides comprehensive administrative solutions for chapter 11 cases. GCG is one of the country's leading chapter 11 administrators, with substantial experience in matters of this size and complexity, including several large bankruptcy cases pending in the Southern District of New York. *See, e.g., In re General Maritime Corporation, et al.*, Case No. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); *In re MF Global Holdings Ltd., et al.*, Case No. 11-15059 (MG) (Bankr. S.D.N.Y. Oct. 31, 2011); *In re ArchBrook Laguna Holdings LLC, et al.*, Case No. 11-13292 (SCC) (Bankr. S.D.N.Y. July 8, 2011); *In re Borders Group, Inc., et al.*, Case No. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); *In re Motors Liquidation Company, et al.*, Case No. 09-50026 (REG) (Bankr. S.D.N.Y. June 1, 2009).

8. Based on GCG's experience, the Debtors believe that GCG is well-qualified to serve in the capacity of administrative agent.

SERVICES TO BE PROVIDED

9. Pursuant to the Engagement Agreement, and to the extent requested by the Debtors, GCG has agreed to perform the following services:

- a) Assist with the preparation and filing of the Debtors' Schedules and SOFAs;
- b) Generate and provide claim reports and claim objection exhibits, as requested by the Debtors and their professionals;
- c) Manage the preparation, compilation and mailing of documents to creditors and other parties in interest in connection with the solicitation of a chapter 11 plan (a "*Plan*");

- d) Manage the publication of legal notices, as requested;
- e) Collect and tabulate votes in connection with any Plan filed by the Debtors and provide ballot reports to the Debtors and their professionals;
- f) Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
- g) Manage any distributions made pursuant to a confirmed Plan; and
- h) Provide such other administrative services as the Debtors may require in connection with the Chapter 11 Cases.

10. Because the administrative services described above are necessary to the administration of these Chapter 11 Cases, the retention of GCG by the Debtors in connection therewith would be appropriate and in the best interests of the Debtors' estates. By appointing an administrative agent, the administration of these Chapter 11 Cases will be expedited as the Debtors and the Debtors' professionals will be relieved of handling certain necessary administrative burdens and may focus on other priorities.

PROFESSIONAL COMPENSATION

11. Based on advice received from counsel with respect to their experience in other large chapter 11 cases, the Debtors submit that GCG's rates are competitive to rates charged by GCG's competitors for similar services. As such, the Debtors believe that GCG's rates are reasonable given the quality of GCG's services and its prior bankruptcy expertise.

12. Prior to the Petition Date, the Debtors paid to GCG a retainer in the amount of \$30,000.00. As of the Petition Date, GCG has applied the retainer to all prepetition invoices. After the Petition Date, GCG will apply any remaining amounts of its prepetition retainer toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to GCG.

13. The Debtors propose to compensate GCG on substantially the terms and

conditions set forth in the Engagement Agreement. To the extent that GCG's duties exceed the scope of section 156(c) of the Bankruptcy Code, GCG intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in accordance with the Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010, the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, dated November 25, 2009, and the U.S. Trustee Fee Guidelines (collectively, the "*Fee Guidelines*"), section 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further orders of this Court.

DISINTERESTEDNESS

14. To the best of the Debtors' knowledge, and as disclosed in the Johnson Declaration: (i) GCG is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (ii) GCG does not hold or represent an interest adverse to the Debtors' estates in connection with any matter on which GCG will be employed, except as set forth herein and in the Johnson Declaration; and (iii) neither GCG nor any of its employees has any connection with the Debtors, their creditors, the United States Trustee or any other party in interest in the Chapter 11 Cases.

15. Prior to the Petition Date, GCG performed certain professional services for the Debtors in accordance with the Engagement Agreement. The Debtors do not owe GCG any amount for services performed or expenses incurred prior to the Petition Date.

16. In connection with its appointment as Administrative Agent in the Chapter 11 Cases, GCG represents, among other things, that it will not employ any past or present employees of the Debtors in connection with its work as the administrative agent in these Chapter 11 Cases.

17. GCG will conduct ongoing reviews of its files to ensure that no conflict or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered that would require disclosure, GCG will supplement its disclosure to the Court.

18. To the extent there is any inconsistency between this Application, the Engagement Agreement and the Proposed Order, the Proposed Order shall govern.

19. By this Application, the Debtors respectfully request entry of an order authorizing and approving the retention of GCG as Administrative Agent for the Debtors in the Chapter 11 Cases *nunc pro tunc* to the Petition Date pursuant to the Engagement Agreement.

BASIS FOR RELIEF

20. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

21. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. In light of the size and complexity of the Chapter 11 Cases, the Debtors respectfully represent that GCG's retention and employment pursuant to the terms of the

Engagement Agreement is necessary and in the best interest of the Debtors' estates and all parties in interest to the Chapter 11 Cases. The Debtors also believe that the terms and conditions of the Engagement Agreement are reasonable in light of the anticipated thousands of creditors, and other parties in interest that will be involved in these cases.

NOTICE

23. No trustee, examiner, or official committee of unsecured creditors has been appointed in the Chapter 11 Cases. The Debtors have provided notice of filing of the Motion by electronic mail, facsimile and/or overnight mail to: (i) the Office of the United States Trustee for the Southern District of New York (Attn: Richard Morrissey, Esq.), (ii) Kasowitz Benson Torres & Friedman LLP, 1633 Broadway, New York, New York 10019 (Attn: David Friedman, Esq. and David Mark, Esq.) as attorneys for Euroville, S.a.r.l., (iii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.), as attorneys for Midtown Acquisitions, LLC, and (iv) all parties listed on the Master Service List established in these Chapter 11 Cases. A copy of this Section 156(c) Application is also available on GCG's case administration website, www.gcginc.com/cases/arcapita.

NO PRIOR REQUEST

24. No previous request for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested and such other or further relief as is just and proper.

Dated: New York, New York
March 26, 2012

Respectfully submitted,

/s/ Michael A. Rosenthal

Michael A. Rosenthal (MR-7006)

Janet M. Weiss (JW-5460)

Matthew K. Kelsey (MK-3137)

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PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

Proposed Interim Order

**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)
	:	
Debtors.	:	Jointly Administered
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**INTERIM ORDER AUTHORIZING AND APPROVING THE
EMPLOYMENT AND RETENTION OF GCG, INC. AS ADMINISTRATIVE
AGENT FOR THE DEBTORS AND DEBTORS IN POSSESSION
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the Application (the “*Application*”)¹ of Arcapita Bank B.S.C.(c) and certain of its subsidiaries and affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “*Debtors*” and each, a “*Debtor*”), pursuant to 11 U.S.C. §§ 327(a), 330, and 331 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Local Bankruptcy Rules 2014-1 of the Local Bankruptcy Rules of the Southern District of New York (the “*Local Rules*”) for entry of an order authorizing the Debtors to employ and retain GCG, Inc. as administrative agent for the Debtors, *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and upon the Declaration of Craig Johnson attached to the Application as *Exhibit D* (the “*Johnson Declaration*”); and the Court having subject matter jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York,

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

dated July 10, 1984 (Ward, Acting C.J.); and the Application being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and no other or further notice being required; and having heard the statements in support of the relief requested therein at a hearing before the Court (the “*Hearing*”); and it appearing that the over 1,000 domestic and international creditors and other parties in interest involved in the Debtors’ Chapter 11 Cases may impose heavy administrative and other burdens on the Debtors and the Debtors’ professionals; and it appearing that GCG does not hold or represent an adverse interest against the Debtors or their estates, is disinterested under section 101(14) of the Bankruptcy Code, and that its retention as proposed in the Motion is necessary and in the best interests of the Debtors and their estates; and the relief requested in the Application being in the best interests of the Debtors and their estates, creditors of the Debtors and all parties-in-interest; and the Court having determined that the legal and factual bases set forth in the Application, the First Day Declaration, the Johnson Declaration, and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is granted on an interim basis as provided herein.
2. The retention of GCG as Administrative Agent to the Debtors, *nunc pro tunc* to the Petition Date, on the terms and conditions set forth in the Engagement Agreement, a copy of which is attached to the Application as *Exhibit C*, and as described in the Application, is hereby approved.
3. Pursuant to section 503(b)(1)(A)(i) of the Bankruptcy Code, GCG’s fees

and expenses incurred pursuant to the Engagement Agreement are to be treated as an administrative expense of the Debtors' chapter 11 estates.

4. GCG is authorized to perform all actions and services set forth in the Application, including to:²
 - a) Assist with the preparation and filing of the Debtors' schedules of assets and liabilities and statements of financial affairs;
 - b) Generate and provide claim reports and claim objection exhibits, as requested by the Debtors and their professionals;
 - c) Manage the preparation, compilation, and mailing of documents to creditors and other parties in interest in connection with the solicitation of a chapter 11 plan (a "**Plan**");
 - d) Manage the publication of legal notices, as requested;
 - e) Collect and tabulate votes in connection with any Plan filed by the Debtors and provide ballot reports to the Debtors and their professionals;
 - f) Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
 - g) Manage any distributions made pursuant to a confirmed Plan; and
 - h) Provide such other administrative services as the Debtors may require in connection with the Chapter 11 Cases.
5. To the extent that GCG's duties exceed the scope of the Section 156(c)

Application, GCG shall be compensated in accordance with, and will file, interim and final fee applications for allowance of its compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines (as defined in the Application) and any further order of the Court.

6. GCG shall be reimbursed for reasonable and necessary expenses as

² Contemporaneously with the filing of the underlying Application, the Debtors filed a separate application to retain and employ GCG as notice and claims agent (the "**Section 156(c) Application**").

provided by the Fee Guidelines.

7. Prior to the Petition Date, the Debtors paid to GCG a retainer in the amount of \$30,000.00. As of the Petition Date, GCG has applied the retainer to all prepetition invoices. GCG shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to GCG.

8. The Debtors and GCG are authorized to take such other action to comply with all of the duties set forth in the Application.

9. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Agreement or this Order, the terms of this Order shall govern.

10. This Order shall be immediately effective and enforceable upon its entry.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

12. The final hearing on the relief requested in the Motion shall be on April 17, 2012 at 11:00 a.m. (prevailing Eastern Time). The deadline by which objections to entry of the Final Order must be filed is April 10, 2012 at 4:00 p.m. (prevailing Eastern Time) and served, with a copy to the Court's chambers, upon (i) proposed counsel for the Debtors, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York, 10166 (Attn: Michael A. Rosenthal, Esq., Janet M. Weiss, Esq. and Matthew K. Kelsey, Esq.); (ii) 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.); (iii) Kasowitz Benson Torres & Friedman LLP, 1633 Broadway, New York, New York 10019 (Attn: David Friedman, Esq. and David Mark, Esq.) as attorneys for Euroville, S.a.r.l.; and (iv) Weil, Gotshal & Manges LLP, 767 Fifth

Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.), as attorneys for Midtown Acquisitions, LLC. If no objections are timely filed, the Court may enter the Final Order without further notice or hearing

Dated: New York, New York
_____, 2012

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Final Order

**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)
	:	
Debtors.	:	Jointly Administered
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**FINAL ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT
AND RETENTION OF GCG, INC. AS ADMINISTRATIVE
AGENT FOR THE DEBTORS AND DEBTORS IN POSSESSION
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the Application (the “*Application*”)¹ of Arcapita Bank B.S.C.(c) and certain of its subsidiaries and affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “*Debtors*” and each, a “*Debtor*”), pursuant to 11 U.S.C. §§ 327(a), 330, and 331 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Local Bankruptcy Rules 2014-1 of the Local Bankruptcy Rules of the Southern District of New York (the “*Local Rules*”) for entry of an order authorizing the Debtors to employ and retain GCG, Inc. as administrative agent for the Debtors, *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and upon the Declaration of Craig Johnson attached to the Application as *Exhibit D* (the “*Johnson Declaration*”); and it appearing that the over 1,000 domestic and international creditors and other parties in interest involved in the Debtors’ Chapter 11 Cases may impose heavy administrative and other burdens on the Debtors and the Debtors’ professionals; and the Court having subject

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

matter jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting C.J.); and the Application being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and no other or further notice being required; and the relief requested in the Application being in the best interests of the Debtors and their estates, creditors of the Debtors and all parties in interest; and the Court having reviewed the Application and the Johnson Declaration, and having heard 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 Application, the Johnson Declaration, and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is granted as provided herein.
2. The retention of GCG as Administrative Agent to the Debtors, *nunc pro tunc* to the Petition Date, on the terms and conditions set forth in the Engagement Agreement, a copy of which is attached to the Application as *Exhibit C*, and as described in the Application, is hereby approved.
3. Pursuant to section 503(b)(1)(A)(i) of the Bankruptcy Code, GCG’s fees and expenses incurred pursuant to the Engagement Agreement are to be treated as an administrative expense of the Debtors’ chapter 11 estates.
4. GCG is authorized to perform all actions and services set forth in the

Application, including to:²

- a) Assist with the preparation and filing of the Debtors' schedules of assets and liabilities and statements of financial affairs;
 - b) Generate and provide claim reports and claim objection exhibits, as requested by the Debtors and their professionals;
 - c) Manage the preparation, compilation, and mailing of documents to creditors and other parties in interest in connection with the solicitation of a chapter 11 plan (a "*Plan*");
 - d) Manage the publication of legal notices, as requested;
 - e) Collect and tabulate votes in connection with any Plan filed by the Debtors and provide ballot reports to the Debtors and their professionals;
 - f) Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
 - g) Manage any distributions made pursuant to a confirmed Plan; and
 - h) Provide such other administrative services as the Debtors may require in connection with the Chapter 11 Cases.
5. To the extent that GCG's duties exceed the scope of the Section 156(c)

Application, GCG shall be compensated in accordance with, and will file, interim and final fee applications for allowance of its compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines (as defined in the Application) and any further order of the Court.

6. GCG shall be reimbursed for reasonable and necessary expenses as provided by the Fee Guidelines.

7. Prior to the Petition Date, the Debtors paid to GCG a retainer in the amount of \$30,000.00. As of the Petition Date, GCG has applied the retainer to all prepetition

² Contemporaneously with the filing of the underlying Application, the Debtors filed a separate application to retain and employ GCG as notice and claims agent (the "*Section 156(c) Application*").

invoices. GCG shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to GCG.

8. The Debtors and GCG are authorized to take such other action to comply with all of the duties set forth in the Application.

9. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Agreement or this Order, the terms of this Order shall govern.

10. This Order shall be immediately effective and enforceable upon its entry.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
_____, 2012

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Engagement Agreement



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of March 16, 2012, is between GCG, Inc., a Delaware corporation (the "Company"), and Arcapita Bank B.S.C. (c), Arcapita Investment Holdings Limited, Arcapita LT Holdings Limited, Windturbine Holdings Limited, AEID II Holdings Limited, and Railinvest Holdings Limited (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing, solicitation and other administrative services for the Clients in their Chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A, after taking into account additional agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients agree to pay the Company a retainer of \$30,000 (which may be replenished from time to time), to be applied first, against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company, and then, against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3. Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the

ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). For Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the Southern District of New York and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions), as well as certain other expenses, such as postage, must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of such written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases to Chapter 7, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases to Chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this

Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for the preparation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and Statements. The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same.

6.2. Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a

third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

8. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

9. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to GCG, Inc., 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Matthew Kelsey.

10. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

11. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

12. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

13. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

ARCAPITA BANK B.S.C. (c)
ARCAPITA INVESTMENT HOLDINGS LIMITED
ARCAPITA LT HOLDINGS LIMITED
WINDTURBINE HOLDINGS LIMITED
AED II HOLDINGS LIMITED
RAILINVEST HOLDINGS LIMITED

GCG, INC.

By: Jeffrey S. Stein
Name: Jeffrey S. Stein
Title: Vice President

By: Mohammed Chowdhury
Name: MOHAMMED CHOWDHURY
Title:

EXHIBIT A



GCG Pricing

Set-Up Creditor File

Set-up fee	Waived
Electronic import of creditor data.....	No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs	Discounted hourly rates

Noticing

Laser printing (includes folding, insertion, and envelopes)	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail)	\$50 per 1,000
Facsimile noticing (domestic facsimile)	\$0.10 per page
Personalization/labels	\$0.05 each
Legal publication of notice.....	Quote
Processing undeliverables	\$0.25 each

Document Management

Sort and prep mail (including handling remains)	Discounted hourly rates
Document scanning	\$0.12 per image
Document monthly storage (paper).....	\$1.50 per box
(electronic).....	\$0.02 per creditor/image (waived for first three months)

Claims Administration

Association of claimant name and address to database	\$0.15 per claim
Processing of claims, including non-conforming claims, supervisory review and application of message codes.....	Discounted hourly rates

Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote)	Discounted hourly rates
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Web Site

Creating customized, interactive web site (including e-mail box for creditors).....	Discounted hourly rates
Monthly maintenance fee.....	\$200 per month
Providing updates to website.....	Discounted hourly rates



Contact Services

Case-specific voice-mail box for creditors.....No charge
 Interactive Voice Response (“IVR”)\$1,900 set up
 \$0.39 per minute
 Live Customer Service Representatives.....\$0.95 per minute
 Monthly maintenance charge\$100 per month
 Management of Call Center (including handling of claimant
 communications, call backs, e-mails, and other correspondences)Discounted hourly rates

Miscellaneous Expenses

Travel.....At cost
 Postage, courier, etc.....At cost
 Copying, facsimile.....\$0.10 per page

Hourly Billing Rates¹

Title	Discounted Hourly Rates
Administrative and Claims Control	\$45-\$55
Project Administrators	\$70-\$85
Quality Assurance Staff	\$80-\$125
Project Supervisors	\$95-\$110
Systems, Graphic Support & Technology Staff	\$100-\$200
Project Managers and Senior Project Managers	\$125-\$175
Directors and Asst. Vice Presidents	\$200-\$295
Vice Presidents and above	\$295*

¹ For this engagement, GCG agrees to provide discounted hourly rates as reflected in the chart above and to cap its highest hourly rate at \$295. Expert services provided by Vice President Jeff Stein in connection with solicitation (including of public securities) and tabulation will be at a rate of \$310 per hour. Any additional professional services not covered by this proposal will be charged at GCG hourly rates including any outsourced data input performed under GCG supervision and controls. GCG does not charge a premium or overtime charge for any of the services it performs.

EXHIBIT D

The Johnson Declaration

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

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

**DECLARATION OF CRAIG JOHNSON IN SUPPORT OF THE DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION OF GCG, INC. AS THE ADMINISTRATIVE AGENT FOR THE
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

I, Craig Johnson, hereby declare under penalty of perjury:

1. I am a Senior Director of GCG, Inc. (“**GCG**”) and I am authorized to make and submit this declaration on behalf of GCG. This declaration is submitted in support of the application (the “**Application**”) of Arcapita Bank B.S.C.(c) and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**” and each a “**Debtor**”), for authorization to retain GCG as administrative agent (in such capacity, the “**Administrative Agent**”) in the above captioned chapter 11 cases (the “**Chapter 11 Cases**”) pursuant to 11 U.S.C. §§ 327(a), 330, and 331 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Local Rules 2014-1 of the Local Bankruptcy Rules of the Southern District of New York (the “**Local Rules**”) for entry of an order authorizing the Debtors to employ and retain GCG, Inc. (“**GCG**”) as administrative agent for the Debtors, *nunc pro tunc* to the Petition Date. The statements contained herein are based upon personal knowledge.

2. GCG is one of the country’s leading chapter 11 administrators with expertise in balloting administration and distribution and is well-qualified to provide

administrative services in connection with these Chapter 11 Cases. GCG is or was retained as the administrative agent in a number of large chapter 11 cases in this jurisdiction, the most recent of which include: *In re General Maritime Corporation, et al.*, Case No. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); *In re MF Global Holdings Ltd., et al.*, Case No. 11-15059 (MG) (Bankr. S.D.N.Y. Oct. 31, 2011); *In re ArchBrook Laguna Holdings LLC, et al.*, Case No. 11-13292 (SCC) (Bankr. S.D.N.Y. July 8, 2011); *In re Borders Group, Inc., et al.*, Case No. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); *In re Motors Liquidation Company, et al.*, Case No. 09-50026 (REG) (Bankr. S.D.N.Y. June 1, 2009).

3. The Debtors selected GCG to serve as the Administrative Agent for the Debtors' estates, as set forth in more detail in the Application filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Debtors that would impair GCG's ability to serve as Administrative Agent. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to the Chapter 11 Cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator or bankruptcy administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. In addition, GCG personnel may have relationships with some of the Debtors' creditors; *however*, such relationships are of a personal, financial nature and completely unrelated to the Chapter 11 Cases. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to the Chapter 11 Cases. GCG has and will continue to represent clients in matters unrelated to the Chapter 11 Cases and has had and will continue to

have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to the Chapter 11 Cases.

4. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company (“*Crawford*”). I am advised that with the exception set forth in paragraph 5 below, Crawford has no material relationship with the Debtors, and while it may have rendered services to certain creditors, received services from certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG’s retention by the Debtors in the Chapter 11 Cases.

5. In February 2009, Charles H. Ogburn joined Crawford as a member of its Board of Directors, and in January 2010, Mr. Ogburn became the Non-Executive Chairman of Crawford’s Board of Directors. From 2001 to July 2010, Mr. Ogburn served as an Executive Director with the Arcapita Group (as defined in the Application). Mr. Ogburn left the Arcapita Group on July 31, 2010. As a member of the management team at the Arcapita Group, Mr. Ogburn participated in certain portfolio investment opportunities. We have had preliminary discussions with the Debtors, and it appears that Mr. Ogburn may have a claim in the amount of \$40,612.61. In his role as Non-Executive Chairman of Crawford’s Board of Directors, Mr. Ogburn serves as an independent director, and he has no involvement in the administration of these cases.

6. GCG is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- a) are not creditors, equity security holders or insiders of the Debtors;
- b) are not and were not, within two years before the date of the filing of the Chapter 11 Cases, directors, officers, or employees of the Debtors; and
- c) do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

7. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, the Chapter 11 Cases. If GCG’s proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases without the expressed consent and authority of the Debtors; *provided, however*, that contemporaneous herewith, the Debtors, filed the Section 156(c) Application to retain GCG to provide notice and claims services within the scope of section 156(c). In addition, GCG may provide professional services to entities or persons that may be creditors or parties-in-interest in the Chapter 11 Cases, which services do not relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

8. GCG represents, among other things, that:
- a) It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Administrative Agent;
 - b) By accepting employment in the Chapter 11 Cases, GCG waives any right to receive compensation from the United States government;
 - c) In its capacity as Administrative Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and
 - d) GCG will not employ any past or present employees of the Debtors in connection with its work as Administrative Agent.

9. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered pursuant to sections 156(c) and 327(a) of the Bankruptcy Code in connection with the Chapter 11 Cases according to the terms and conditions of the Engagement Agreement by and between the Debtors and GCG, a true and correct copy of which is attached as *Exhibit C* to the Application. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month.

10. Prior to the Petition Date, the Debtors paid to GCG a retainer in the amount of \$30,000.00. As of the Petition Date, GCG has applied the retainer to all prepetition invoices. After the Petition Date, GCG will apply any remaining amounts of its prepetition retainer toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to GCG.

11. To the extent that GCG's duties exceed the scope of the Section 156(c) Order, GCG intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Commencement Date in accordance with the Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010, the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, dated November 25, 2009, and the U.S. Trustee Fee Guidelines, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further orders of the Court.

Pursuant to section 1746 of title 28 of the United States Code, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: New York, New York
March 26, 2012

/s/ Craig Johnson _____

Craig Johnson
Senior Director
GCG, Inc.