

**GIBSON, DUNN & CRUTCHER LLP**

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

**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*")<sup>1</sup> 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:

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<sup>1</sup> 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,<sup>2</sup> as set forth in **Exhibit A** attached hereto;<sup>3</sup>

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;

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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 Leases<sup>4</sup> 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.

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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)  
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ATTORNEYS FOR THE DEBTORS AND  
DEBTORS IN POSSESSION

Dated: October 11, 2012  
New York, New York

/s/ Sean H. Lane

THE HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT A**

## **Leases**

## Exhibit A

### Leases<sup>1</sup>

<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 <sup>2</sup>	P.O. Box 559, Doha, Qatar	Arcapita Bank B.S.C.(c)		Investment property lease
Arcapita, Inc.	75 14 <sup>th</sup> Street, 24 <sup>th</sup> Floor, Atlanta, GA 30309	AEID II Holdings Limited		Office lease
Arcapita, Inc.	75 14 <sup>th</sup> Street, 24 <sup>th</sup> Floor, Atlanta, GA 30309	Arcapita Investment Holdings Limited		Office lease
Arcapita, Inc.	75 14 <sup>th</sup> Street, 24 <sup>th</sup> Floor, Atlanta, GA 30309	Arcapita LT Holdings Limited		Office lease
Arcapita, Inc.	75 14 <sup>th</sup> Street, 24 <sup>th</sup> Floor, Atlanta, GA 30309	RailInvest Holdings Limited		Office lease
Arcapita, Inc.	75 14 <sup>th</sup> Street, 24 <sup>th</sup> Floor, Atlanta, GA 30309	WindTurbine Holdings Limited		Office lease

<sup>1</sup> 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.

<sup>2</sup> 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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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*”),<sup>1</sup> 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 14<sup>th</sup> 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

<sup>1</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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

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

Dated: September \_\_\_\_, 2012

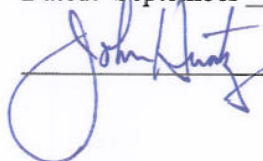
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Signed for and on behalf of:  
**AEID II HOLDINGS LIMITED**  
**ARCAPITA INVESTMENT HOLDINGS LIMITED**  
**ARCAPITA LT HOLDINGS LIMITED**  
**RAILINVEST HOLDINGS LIMITED**  
**WINDTURBINE HOLDINGS LIMITED**  
By: Mohammed Chowdhury  
Dated: September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

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

Dated: September 24, 2012



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# **EXHIBIT C**

**GIBSON, DUNN & CRUTCHER LLP**

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Craig H. Millet (admitted *pro hac vice*)  
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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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	:
<b>IN RE:</b>	: <b>Chapter 11</b>
	:
<b>ARCAPITA BANK B.S.C.(c), et al.,</b>	: <b>Case No. 12-11076 (SHL)</b>
	:
<b>Debtors.</b>	: <b>Jointly Administered</b>
	:
-----X	

**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*"),<sup>1</sup> 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

<sup>1</sup> 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



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

---

# **EXHIBIT D**

**GIBSON, DUNN & CRUTCHER LLP**

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Craig H. Millet (admitted *pro hac vice*)  
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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), <i>et al.</i> ,	: 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*"),<sup>1</sup> and AHQ Holding Company, W.L.L. (the "*Lessor*") are parties to that certain lease of nonresidential real property (the "*Lease*") relating to the property located at Arcapita Bank, Building 551, Road 4612, Manama Sea Front 346, Kingdom of Bahrain (consisting of approximately 49,415 sq. m. of land in

<sup>1</sup> 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.

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**

**GIBSON, DUNN & CRUTCHER LLP**

Michael A. Rosenthal (MR-7006)  
 Craig H. Millet (admitted *pro hac vice*)  
 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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<b>IN RE:</b>	:	<b>Chapter 11</b>
	:	
<b>ARCAPITA BANK B.S.C.(c), et al.,</b>	:	<b>Case No. 12-11076 (SHL)</b>
	:	
<b>Debtors.</b>	:	<b>Jointly Administered</b>
	:	
-----X	:	

**STIPULATION EXTENDING THE TIME TO ASSUME OR REJECT  
 UNEXPIRED LEASE PURSUANT TO SECTION 365(d)(4)(B)(ii) OF THE  
 BANKRUPTCY CODE TO THE EXTENT THAT IT CONSTITUTES A  
LEASE OF NONRESIDENTIAL REAL PROPERTY**

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*”),<sup>1</sup> and Qatar Islamic Bank Q.S.C. (the “*Lessor*”) are parties to that certain lease dated as of March 5, 2012 (the “*Lease*”) relating to the Lessor’s interests in the land located at Golf-REC/01, Lusail City, Qatar (consisting of approximately 3,695,080 sq. m. of land) and the Lessor’s associated ownership rights in connection with 500,000 shares in the capital of Lusail Golf Development LLC; and

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<sup>1</sup> 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*"), 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*").

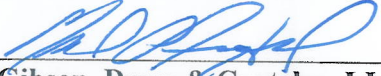

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between Arcapita and the Lessor, as follows:

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.

<p>Dated: September <u>27</u>, 2012</p>  <hr/> <p><b>Gibson, Dunn &amp; Crutcher LLP</b> 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><b>Weil, Gotshal &amp; Manges LLP</b> 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>
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