

Annex 7

Blackline HQ Settlement Agreement

AGREEMENT IN SETTLEMENT OF HEADQUARTERS RELATED CLAIMS

This Agreement in Settlement of Headquarters Related Claims (hereinafter the “**Agreement**”) is entered into as of ~~May~~, June 27, 2013 by and ~~between~~among:

- (1) Arcapita Bank B.S.C.(c) (“**Arcapita Bank**”);
 - (2) AHQ Holding Company W.L.L. (“**AHQ**”);
 - (3) AHQ Cayman Holding Company 1 Limited (“**AHQ Cayman I**”);
 - (4) the persons listed in Schedule 1 (the “**AHQ Cayman I Investors**”);
 - (5) ~~(i) Arcapita Bank B.S.C.(c) (“**Arcapita Bank**”); (ii) AHQ Holding Company W.L.L. (“**AHQ**”); (iii) AHQ Cayman Holding Company 1 Limited (“**AHQ Cayman I**”); (iv) AHQ Cayman Holdings Limited (“**ACHL**”); Abulaziz I. A. Al Muhanna; Jasmine Quadrilateral Investment Corporation; Maali Holding Co.; Oxy Investments; Rum Investments Ltd.; and Social Insurance Organisation (collectively the “**AHQ Cayman I Investors**”); (v) AHQ Cayman Holding Company II Limited (“**AHQ Holding II**”); and (vi) Arcapita Investment Holdings Limited (“**AIHL**” and, together with Arcapita Bank, AHQ, AHQ Cayman I, the AHQ Cayman I Investors and AHQ Holding II, the “**Parties**”); and~~
 - (6) Arcapita Investment Holdings Limited (“**AIHL**”);
- (each a “**Party**” and together the “**Parties**”).

RECITALS:

- (A) ~~A.~~ Prior to October 2009, Arcapita Bank owned a 26,100 square meter office building together with the adjoining land (the “**HQ Building**”); and an additional 21,000 square meters of undeveloped land for sale (collectively with the HQ Building, the “**HQ Real Property Assets**”) located in Bahrain Bay, Kingdom of Bahrain.
- (B) Through a typical Ijara financing transaction structured to conform to Shari’ah principles:
 - (i) ~~B.~~ In late 2009, Arcapita Bank, through a typical Ijara financing transaction structured to conform to Shari’ah principles: (a) transferred the HQ Real Property Assets to AHQ, which is (a subsidiary of AHQ Cayman I (the “**Transfer Transaction**”); and (b) leased the HQ Real Property Assets back from AHQ pursuant to a ten year lease (the “**HQ Lease**” and, together with the Transfer Transaction, the “**Sale Leaseback Transaction**”); in late 2009; and
 - (ii) AHQ Cayman I granted Arcapita Bank an option to purchase the shares or assets of AHQ on June 9, 2010, pursuant to the terms of the Share Call Option Agreement and the Assets Call Option Agreement (each as defined below), respectively

(the “Transaction”).

(C) ~~C.~~—AHQ Cayman I is 39% owned ~~39%~~ by AHQ Cayman Holdings Limited (“ACHL”), a wholly owned subsidiary of AIHL, and 61% by the AHQ Cayman I Investors.

~~D.~~—~~In connection with the Sale Leaseback Transaction, on June 9, 2010, AHQ Cayman I granted Arcapita Bank an option to purchase the shares or assets of AHQ (“AHQ Purchase Option.”)~~

(D) The terms of the transaction are contained in the Transaction Documents (as defined below).

(E) ~~E.~~—On March 19, 2012, Arcapita Bank and certain of its affiliates, including AIHL (collectively, the “Debtors”), filed cases under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”), which cases are pending in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”) (~~administratively consolidated as~~ jointly administered under the caption *In re Arcapita Bank B.S.C.(c), et al.*, case no. 12-11076 (SHL)).

(F) ~~F.~~—After the filing of the Chapter 11 Cases, various ~~issues have arisen about the Sale Leaseback~~ potential disputes regarding the Transaction have come to light, including whether the ~~Sale Leaseback~~ Transaction may, under applicable U.S. law, be recharacterized as a financing transaction.

(G) ~~G.~~—Since the commencement of the Chapter 11 Cases, the Parties have engaged in good faith negotiations related to the treatment of the ~~Sale Leaseback~~ Transaction, the treatment of the HQ Lease in the Chapter 11 Cases, and the claims against the Debtors related to the HQ Lease.

(H) ~~H.~~—On or about April 26, 2013, the Debtors filed their Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c), ~~etc. (and Related Debtors Under Chapter 11 of the Bankruptcy Code~~ (the “Disclosure Statement”), which attached the Debtors’ proposed Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c), ~~etc. and Related Debtors Under Chapter 11 of the Bankruptcy Code~~ (as amended, modified, or supplemented, the “Plan”).

(I) ~~I.~~—The Plan includes a compromised allocation of the future ~~distribution~~ distributions of the ~~value of~~ disposition proceeds from the Debtors’ estates between the creditors of Arcapita Bank and the creditors of AIHL (the “Plan Value Allocation”) that resolves numerous disputes between the Arcapita Bank, and AIHL estates, including disputes related to the ~~Sale Leaseback~~ Transaction ~~and the HQ Lease, and the AHQ Purchase Option~~ Documents.

(J) ~~J.~~—By this Agreement, the Parties, to avoid the cost and uncertainty of litigation, desire to compromise and resolve in the context of the Plan ~~the remaining certain~~ outstanding issues among the Parties ~~related in relation~~ to the ~~Sale Leaseback~~ Transaction, ~~including the HQ Lease, and the AHQ Purchase Option Documents~~.

TERMS:

NOW, THEREFORE, in consideration of the covenants, conditions, terms and representations contained herein, and for other good and valuable consideration, the ~~receipt and~~ sufficiency of which is hereby mutually acknowledged, the Parties hereby represent and agree as follows:

1. Definitions and interpretation

1.1 ~~Agreed Allowed Claims in Favor of the AHQ Cayman I Investors~~ In this Agreement:

“ABIC” means Arcapita Bahrain Investment Company S.P.C.;

“ACHL” has the meaning given in the Recitals;

“Agreement Closing Date” means the date of satisfaction of the Conditions Precedent;

“Assets Call Option Agreement” means the assets call option agreement between AHQ and Arcapita Bank dated 15 December 2009 as amended by an amendment agreement dated 9 June 2010 relating to the HQ Real Property Assets;

“Bankruptcy Code” means title 11 of the United States Code;

“Bankruptcy Court” has the meaning given in the Recitals;

“Cayman Approval Order” has the meaning given in clause 2.1(b);

“Chapter 11 Cases” has the meaning given in the Recitals;

“Debtors” has the meaning given in the Recitals;

“Disclosure Statement” has the meaning given in the Recitals;

“HQ Building” has the meaning given in the Recitals;

“HQ Lease” means the lease agreement relating to the HQ Real Property Assets between AHQ and Arcapita Bank dated 15 December 2009 as amended by an amendment agreement dated 9 June 2010 and as amended and restated by an amendment and restatement agreement dated 22 December 2010;

“HQ Real Property Assets” has the meaning given in the Recitals;

“Istisna’a Development Agreement” means the Istisna’a Development Agreement between AHQ and Arcapita Bank dated 15 December 2009, as amended;

“Long-Stop Date” means September 30, 2013;

“Plan” has the meaning given in the Recitals;

“Plan Effective Date” means the “Effective Date,” as defined in the Plan;

“Plan Value Allocation” has the meaning given in the Recitals;

“Sale Leaseback Transaction” has the meaning given in the Recitals;

“Share Call Option Agreement” means the share call option agreement among Arcapita Bank, AHQ Cayman I, and AHQ Holding II, dated 9 June 2010, relating to shares held in the capital of AHQ;

“Share Purchase Agreements” means those share purchase agreements among ACHL, Arcapita Bank, and the AHQ Cayman I Investors relating to shares held in the capital of AHQ Cayman I;

“Standstill Agreement” means the standstill agreement among AHQ, Arcapita Bank, AHQ Cayman I, AHQ Holding II and the AHQ Cayman I Investors dated September 2012;

“Terminated Transaction Documents” means the following documents:

- (a) HQ Lease;
- (b) Assets Call Option Agreement;
- (c) Share Call Option Agreement;
- (d) Istisna’a Development Agreement; and
- (e) Standstill Agreement;

“Transaction Documents” means the following documents:

- (a) Terminated Transaction Documents;
- (b) Share Purchase Agreements;
- (c) sale agreement between AHQ and ABIC dated 15 December 2009 as amended by a deed of amendment and restatement and assignment between ABIC, AHQ, and AHQ Cayman I dated 9 June 2010 in relation to the HQ Real Property Assets;

(d) deed of confirmation between AHQ and Arcapita Bank dated 9 June 2010 relating to the Istisna'a Development Agreement and the HQ Lease (as amended); and

(e) deed of release and termination between ABIC and Arcapita Bank dated 9 June 2010;

“Transaction” has the meaning given in the Recitals;

“\$” means dollars, the official currency of the United States of America.

1.2 Unless otherwise defined herein, all capitalized terms in this Agreement shall be construed as defined in the Plan.

1.3 In this Agreement, except as where expressly provided otherwise or as the context otherwise requires, a reference to:

(a) any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;

(b) the singular includes a reference to the plural and vice versa;

(c) any recital or clause is to a recital or clause (as the case may be) of this Agreement;

(d) any gender includes a reference to all other genders;

(e) persons in this Agreement include bodies corporate, unincorporated associations and partnerships and any reference to any Party who is an individual is also deemed to include their respective legal personal representative(s); and

- 1.4 Any headings to clauses of this Agreement are to be ignored in construing this Agreement.
- 1.5 Where the word “include(s)”, “including” or “in particular” are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to permit or allow that thing to be done.
- 1.7 The Recitals and Schedule of this Agreement shall form part of this Agreement.

2. Conditions Precedent

- 2.1 This Agreement is expressly subject to satisfaction or waiver, by mutual agreement of the Parties, of the following conditions precedent (the “Conditions Precedent”) by the Long-Stop Date:
- (a) entry of a final order of the Bankruptcy Court confirming the Plan (the “Confirmation Order”);
 - (b) entry of an order of the Cayman Court approving the transactions related to AIHL set forth in the Plan (the “Cayman Approval Order”);
 - (c) entry of an order, which may be the Confirmation Order, approving this Agreement under the provisions of sections 105 and 365 of the Bankruptcy Code, and Bankruptcy Rule 9019; and
 - (d) occurrence of the Plan Effective Date.
- 2.2 The Parties shall use their respective best efforts to procure that the Conditions Precedent are met by the Deadline Date.
- 2.3 If the Conditions Precedent are not satisfied or waived by the Long-Stop Date, this Agreement shall be automatically terminated and shall be null and void, with the exception of the following clauses: clause 1 (definitions and interpretation); this clause 2 (Conditions Precedent); clause 8 (separate liability of the AHQ Cayman I Investors); clause 9 (no third party beneficiaries); clause 10 (no transfer of claims); clause 11 (Plan support); clause 12 (general); clause 13 (governing law and jurisdiction); clause 14 (severance); clause 15 (no reliance); clause 156 (entire agreement); clause 17 (amendment and waiver); clause 18 (notice); and clause 19 (counterparts).

3. Treatment of HQ Lease

~~1.1.1~~—The HQ Lease shall be treated as an unexpired lease under section 365 of the Bankruptcy Code and Arcapita Bank ~~shall request~~undertakes to use its best endeavours

[to procure](#) that the Bankruptcy Court in the Confirmation Order ~~(as defined in Section 2.3.1 below)~~ [approve](#) ~~approves~~ the rejection of the HQ Lease as of the Plan Effective Date ~~(as defined below in Section 2.3.4.)~~.

4. ~~Terminated Transaction Documents~~

4.1 ~~1.1.2~~ As of the Agreement ~~Effective Date (as defined in Section 2.4 below), the AHQ Purchase Option shall terminate~~ Closing Date, the Terminated Transaction Documents shall, except to the extent that they operate to confer title and ownership of the HQ Real Property Assets to AHQ, be terminated and may not be enforced by ~~Arcapita Bank or any successor~~ any Party, its successors or assigns.

4.2 Upon termination of the Terminated Transaction Documents, as provided in paragraph 4.1 above, the Parties acknowledge and agree that full title and ownership of the HQ Real Property Assets shall be retained by AHQ.

5. ~~AHQ Cayman I Investors' Claims~~

5.1 ~~1.1.3~~ Each of the AHQ Cayman I Investors, ~~on a pro rata basis to their ownership in AHQ Cayman I,~~ shall, in the aggregate, have the following claims against Arcapita Bank, divided among the AHQ Cayman I Investors on a pro rata basis, according to their respective ownership interests in AHQ Cayman I, (the “**Allowed AHQ Cayman I Investors' Claims**”):

- (a) a direct Allowed Administrative Expense Claim against Arcapita Bank in the aggregate amount of \$1.159 million; and,
- (b) a pre-petition rejection damages claim against Arcapita Bank, which claim shall be treated as an Allowed Class 5(a) General Unsecured Claim in the aggregate amount of \$35.38 million.

5.2 Arcapita Bank shall make distributions on account of the Allowed AHQ Cayman I Investors' Claims in accordance with the terms of the Plan.

6. ~~1.2 Release and Waiver of Claims and Application of Plan Releases.~~

6.1 ~~1.2.1~~ Arcapita Bank ~~on behalf of itself and its bankruptcy estate~~ hereby agrees to waive and release any claim or cause of action, including any such claim under chapter 5 of the Bankruptcy Code, against AHQ, AHQ Cayman I or the AHQ Cayman I Investors, including but not limited to any claim to recharacterize the HQ Lease or the ~~Sale-Leaseback~~ Transaction as a “financing transaction.”

6.2 ~~1.2.2~~ The AHQ Cayman I Investors are “Released Parties” ~~under definition no. 182 in the Definitions attached to,~~ as such term is defined in the Plan, and, therefore, each of

the AHQ Cayman I Investors is a party to whom the Releases in Section 9.2 of the Plan apply.

6.3 ~~1.2.3~~ The Receipt of the distributions in accordance with the terms of the Plan on account of the Allowed AHQ Cayman I Investors' Claims ~~are~~ shall be in full and final satisfaction and settlement of any claims AHQ, AHQ Cayman I and/or the AHQ Cayman I Investors may have against the Debtors ~~(, their successors or assignees (whether~~ directly or indirectly through AHQ Cayman I ~~and, AHQ or otherwise)~~ related to the ~~Sale Leaseback Transaction, including the HQ Lease, and/or the AHQ Purchase Option Documents.~~

~~1.2.4~~ Except as provided in this Agreement, any claim, liability or right of any Party against another Party related to the Sale Leaseback Transaction, and/or the AHQ Purchase Option, including the HQ Lease and the rejection of the HQ Lease shall be and hereby is released and fully discharged.

6.4 ~~1.2.5~~ The Parties expressly hereby acknowledge and agree that the Allowed AHQ Cayman I Investors' Claims are in lieu of any Allowed Claim in favor of AHQ and/or AHQ Cayman I against ~~Arcapita Bank or AIHL on account of the Sale Leaseback transaction, and/or the AHQ Purchase Option, including the HQ Lease, or the rejection of the HQ Lease~~ the Debtors, their successors or assignees on account of the Transaction Documents.

6.5 ~~1.2.6~~ The Parties expressly acknowledge and agree that AIHL's 39% indirect interest in AHQ Cayman I, in AHQ, and in the HQ Lease has been factored into the Plan Value Allocations and, therefore, AIHL is excluded from the allocation of the Allowed AHQ Cayman I Investors' Claims.

6.6 ~~1.2.7~~ AIHL, AHQ and AHQ Cayman I each hereby waives and fully releases any Administrative Expense Claims, General Unsecured Claims and any other Claims ~~against any Debtor, and further waives and fully releases any other,~~ monetary or non-monetary ~~Claim or right any of them may have as to any Party that has arising under or related to,~~ against any Debtor, its successor or assignee, under the ~~Sale Leaseback Transaction and/or the AHQ Purchase Option Documents,~~ including any claim or right arising under or related to the rejection, breach or termination of the HQ Lease.

6.7 ~~1.3~~ Standstill. ~~Pending occurrence of the Agreement Effective Date, or termination of this Agreement as provided in Section 2.5 below, no payments shall be due to AHQ from Arcapita Bank under the HQ Lease, and neither AHQ, AHQ Cayman I nor~~ Except as provided in this Agreement, any claim, liability or right, monetary or non-monetary, of any Party against another Party related to the Transaction Documents shall be, and hereby is, released and fully discharged; provided, however, that such release and discharge shall not release or discharge any claim, liability or right of ACHL or the AHQ Cayman I Investors shall take any actions to terminate the HQ Lease, or to collect or enforce any amounts due, including any amounts due as Administrative Expense Claims, thereunder. as joint owners of AHQ Cayman I, or of AHQ Cayman I as owner of AHQ.

~~1.4 **New Lease Option.** AHQ hereby grants Arcapita Bank, as reorganized pursuant to the Plan, a New Lease Option (as defined in the Plan), which may be exercised no later than the date of the filing of the Plan Supplement, to enter into a new post-Effective Date lease (the “*New HQ Lease*”) with AHQ on the following terms:~~

~~1.4.1 Term: 3 years commencing on the Effective Date.~~

~~1.4.2 Extension Terms: Two additional one (1) year terms (for a total extension of 2 years and, if both extensions are exercised, a total term of 5 years). Each extension may be exercised by giving notice not later than 90 days before the end of the existing term.~~

~~1.4.3 Premises: One half floor of the HQ Building (approximately 1,750 square meters) for the initial term, then increasing to a full floor (approximately 3,500 square meters) for any subsequent terms.~~

~~1.4.4 Rental Rate: Rental rate of approximately \$1.50 per square foot per month for the first year increasing by 3% per annum thereafter for the remaining term including any extensions. In addition, there will be a 20% service charge (approximately \$0.30 per square foot per month) and utility costs of approximately \$0.75 per square foot per month.~~

~~1.4.5 Payment Dates: Lease payments shall be due quarterly in advance, with the first quarterly lease payment due upon the Effective Date and subsequent quarterly payments due every 3 months thereafter.~~

~~1.4.6 Assignment: With the consent of AHQ, Arcapita Bank, as reorganized pursuant to the Plan (“*Reorganized Arcapita Bank*”) may, if the New Lease Option has been timely exercised, assign the New HQ Lease to a third party; ~~provided, however, that~~ no consent shall be required to assign the New HQ Lease to an affiliate of Reorganized Arcapita Bank, to AIM Limited Group, or its wholly owned affiliates.~~

~~2. GENERAL PROVISIONS~~

7. Turnover of the HQ Real Property Assets

7.1 In accordance with the Plan, AHQ was to grant Arcapita Bank a New Lease Option for the lease of the HQ Real Property Assets which could be exercised by no later than 1 June 2013. The Parties acknowledge and agree that the New Lease Option was not exercised within the deadline and has expired. Arcapita Bank shall turn over possession of the HQ Real Property Assets to AHQ on or before the Agreement Closing Date.

7.2 The Parties agree that the HQ Real Property Assets shall be turned over to AHQ with all fixtures and fittings as are contained on the premises as at the date of this Agreement, and in substantially the same condition as such HQ Real Property Assets are as at the date of this Agreement. The Parties further agree that (a) the fixtures and fittings include, without limitation, the installed partitions on the 4th and 5th floors and the partitions

currently in storage for the other floors of the premises, all of which shall be turned over to AHQ at no additional cost, and (b) Arcapita Bank shall turn over to AHQ, at no additional cost, the telephones, desks and pictures currently installed and in place on the 4th floor of the premises.

8. Separate liability of the AHQ Cayman I Investors

The AHQ Cayman I Investors shall be separately liable for their respective obligations under this Agreement, and shall be separately entitled to enforce any of their separate rights under this Agreement, to the extent of their respective proportionate interests in AHQ Cayman I. For the avoidance of doubt, no Party may pursue a claim for a breach of this Agreement against any of the AHQ Cayman I Investors other than those persons who have suffered actual damages from such breach.

9. Binding Effect; No Third Party Beneficiaries

~~2.1~~ ~~No Third Party Beneficiaries~~ This Agreement shall be binding upon the Parties hereto, and their respective successors and assigns, including without limitation any successor to, or assignee of, Arcapita Bank or AIHL under or in connection with the Plan. The Parties each warrant, acknowledge and agree that there are no third party beneficiaries of the rights, claims and obligations created by this Agreement.

10. No Transfer of Claims

10.1 The Parties each warrant:

(a) ~~2.2 No Transfer of Claims. The Parties each warrant (i) that they have not sold, assigned, transferred or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, obligation, damage, right or liability (or any portion of or any interest therein) addressed in the Agreement, (ii) that no other person or entity has claimed or now claims any interest in the claims or rights released and resolved by means of this Agreement or in the Plan, and (iii) that they have the sole right and exclusive authority to execute this Agreement and to tender and receive the consideration provided for herein.~~

~~2.3 Conditions Precedent. This Agreement is expressly subject to the following conditions precedent (the "Conditions Precedent")~~

(b) that no other person or entity has claimed or now claims any interest in the claims or rights released and resolved by means of this Agreement or in the Plan; and

(c) that they have the sole right and exclusive authority to execute this Agreement and to tender and receive the consideration provided for herein.

11. Plan Support

11.1 The AHQ Cayman I Investors shall:

~~2.3.1 Entry of a final order of the Bankruptcy Court confirming the Plan (the “Confirmation Order”);~~

~~2.3.2 Entry of an order of the Cayman Court validating the transactions related to AIHL set forth in the Plan (the “Cayman Approval Order”);~~

~~2.3.3 Entry of an order, which may be the Confirmation Order, approving this Agreement under the provisions of sections 105 and 365 of the Bankruptcy Code, and Bankruptcy Rule 9019; and,~~

~~2.3.4 The occurrence of the effective date of the Plan, as defined therein (the “Plan Effective Date”).~~

~~2.4 Agreement Effective Date. This Agreement shall be effective on satisfaction of all of the Conditions Precedent (the “Agreement Effective Date”); provided, however, that, if the Agreement Effective Date does not occur before the Plan Effective Date, this Agreement shall be automatically terminated and shall be null and void, and each Party shall then have the same rights and obligations it would have had as if this Agreement had never been executed.~~

~~(a) vote the AHQ Cayman I Investor Claims in favor of the Plan or any other Chapter 11 Plan that incorporates the provisions of this Agreement; and~~

~~(b) 2.5 Plan Support. The AHQ Cayman I Investors shall (i) vote the AHQ Cayman I Investor Claims in favor of the Plan or any other Chapter 11 Plan that incorporates the provisions of this Agreement, and (ii) take such other actions as may be reasonably requested by the Debtors to support entry of the Confirmation Order and Cayman Approval Order and the occurrence of the Plan Effective Date.~~

11.2 AHQ, the AHQ Cayman I, and the AHQ Cayman I Investors acknowledge and agree to the transfer of AIHL’s interest in ACHL in accordance with the Plan, and that such transfer will in no way impact ACHL’s rights or obligations as a joint owner of AHQ Cayman I.

12. 2-6 General;

12.1 2-6.1 This Agreement is the product of bargained for, arm’s length negotiations between the Parties and their counsel and shall not be construed for or against any Party or its representative(s) because that Party or that Party's legal representative drafted such provision.

12.2 The Parties represent and warrant to all other Parties that they have read and fully understand the terms of this Agreement. After consulting with counsel, each of the Parties has concluded that it is in its best interest to settle their differences and disputes upon the terms and conditions set forth herein, and in doing so, does not admit, concede or imply any wrongful, impermissible, or illegal actions.

13. Governing law and jurisdiction

13.1 The validity, construction and all rights and obligations relating to this Agreement shall be governed by the New York law, without regard to conflict of laws principles.

13.2 ~~2.6.2~~ The validity, construction and all rights and obligations relating to this Agreement shall be governed by the ~~United States Bankruptcy Code.~~—Any disputes arising from this Settlement Agreement shall be decided in an action or proceedings occurring before the Bankruptcy Court which shall have exclusive jurisdiction over any dispute relating to the AHQ Cayman I Investors' Claims and disputes arising under or related to this Agreement, and each Party consents and submits to the jurisdiction of the Bankruptcy Court for this purpose.

14. Severance

14.1 ~~2.6.3~~ If any provision of this Agreement is held to be invalid, void, or illegal (or part of a provision) is found by any court or administrative body of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate to be invalid, unenforceable or illegal, the remaining provisions herein contained. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

14.3 In the instance that a court or administrative body of competent jurisdiction refuses to recognize any provision of this Agreement, the Parties agree to negotiate in good faith to enforce the terms of this Agreement as nearly as possible to the intention of the Parties upon entering into this Agreement.

15. No reliance

~~2.6.4~~—The Parties hereto each warrant, covenant and agree that no other party, agent, employee or attorney of any party has made any promise, representation or warranty, whether express or implied, not expressly contained herein concerning the subject matter hereof, to induce any party to enter into and execute this Agreement. Each Party further acknowledges and agrees that none of them have executed this Agreement in reliance upon any promise, representation, warranty or agreement not contained or set forth herein, except as set forth herein.

16. Entire Agreement

~~2.6.5~~—This Agreement sets forth all agreements, covenants, representations, warranties, express or implied, with regard to the subject matter hereof. All prior and contemporaneous conversations, negotiations, actual, possible and alleged agreements

and representations with respect to the subject matter hereof and not contained in this Agreement and the above agreements are waived, ~~merged~~ and superseded hereby.

~~2.6.6—The Parties represent and warrant to all other Parties that they have read and fully understand the terms of this Agreement. After consulting with counsel, each of the Parties has concluded that it is in its best interest to settle their differences and disputes upon the terms and conditions set forth herein, and in doing so, does not admit, concede or imply that it has done anything wrong or legally actionable.—~~

17. Amendment and waiver

~~2.6.7—~~No provision herein may be waived, modified or amended unless in writing and signed by all Parties whose rights are thereby waived, modified or amended. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Notice

18.1 ~~2.6.8—~~Any notice required or desired to be given relating to the Agreement shall be provided ~~by email to all Parties hereto by fax or courier,~~ with a copy ~~to follow by fax or first class mail~~ by email (where email addresses are provided below), addressed as follows:

(a) If to Arcapita Bank, ~~AHQ or ACHL~~:

Address: Arcapita Building, Bahrain Bay, P.O. Box ~~1406~~
1406, Manama, Kingdom of Bahrain

Attention

For the attention of: General Counsel

Phone: +973 1721 8333

Fax: +973 1721 7555

~~With a copy~~ Copy to:

Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY ~~10166~~ 10166,
United States of America

For the attention of: Michael A. Rosenthal

Phone: 212-351-3969

Fax: 212-351-6258

mrosenthal@gibsondunn.com

~~Telephone: (212) 351-3969~~
~~Attention~~

(b) If to AHQ:

Address: Arcapita Building, Bahrain Bay, P.O. Box 1406, Manama, Kingdom of Bahrain

For the attention of: General Counsel

Phone: +973 1721 8333

Fax: +973 1721 7555

Copy to:

Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, United States of America

For the attention of: Michael A. Rosenthal

Phone: 212-351-3969

Fax: 212-351-6258

mrosenthal@gibsondunn.com

(c) If to AHQ Cayman I:

Address: c/o Paget-Brown Trust Company, Boundary Hall, Cricket Square, PO Box 1111, Grand Cayman KY1-1102, Cayman Islands

Phone: +1 345 9495122

Fax: +1 345 9497920

(d) If to the AHQ Cayman I Investors:

~~(a) Abdulaziz I. A. Al-Muhanna~~
~~King Faisal Street~~
~~P.O. Box 315~~
~~Riyadh 11411~~
~~Saudi Arabia~~
~~Fax: +966 1414 0300~~
~~Attention: Abdulaziz I. A. Al-Muhanna~~

~~(b) Jasmine Quadrilateral Investment Corporation
P.O. Box 54308
Riyadh 11514
Saudi Arabia
Fax: +966 1476 3211
Attention: Abdulaziz Hamad Aljomaih~~

~~(e) Maali Holding Company
P.O. Box 38
Al Khobar 31952
Saudi Arabia
Fax: +966 3895 3999
Attention: c/o Eng. Mohammed A. Al-Aqeel~~

~~(d) Oxy Investments
P.O. Box 54308
Riyadh 11514
Saudi Arabia
Fax: +966 1476 3211
Attention: Abdulaziz Hamad Aljomaih~~

To the addresses listed for each of the respective AHQ Cayman I Investors listed
in Schedule 1

(e) ~~Rum Corporation~~ If to AHQ Holding II:

~~P.O. Box 40639
Riyadh 11511
Saudi Arabia
Fax: +966 1477 1180
Attention: Mohammed Mansour Al-Rumaih~~

~~(f) Social Insurance Organization
Building 48, Road 1901
Complex 317, Diplomatic Area
P.O. Box 5250
Manama, Kingdom of Bahrain
Fax: (+973) 17 53 73 31
Attention: Shaikh Mohammed Bin Isa Al Khalifa — CEO
cc: Abdulla Al Khalifa~~

~~If to AHQ Cayman I and AHQ Cayman II:~~

Address: c/o Paget-Brown Trust Company, Boundary Hall, Cricket Square, PO
Box 1111, Grand Cayman KY1-1102, Cayman Islands

Phone: +1 345 9495122

[Fax: +1 345 9497920](#)

[\(f\) If to AIHL:](#)

[Address: c/o Paget-Brown Trust Company, Boundary Hall, Cricket Square](#)

[PO Box ~~1111~~](#)

[1111, Grand Cayman KY1-~~1102~~](#)

[1102, Cayman Islands](#)

[Phone: +1 345 9495122](#)

[Fax: +1 345 9497920](#)

[or, with respect to any Party listed in \(a\) – \(f\) above, to such other physical or email address as may have been furnished by such Party to each of the other Parties by notice given in accordance with the requirements set forth above.](#)

19. Counterparts

~~2.6.9~~—This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all, when taken together, shall constitute the entire Agreement. For purposes of this provision, a facsimile signature shall be deemed to be the equivalent of an original signature, and shall be effective to bind a Party hereto.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the date first above written.

(Signatures on Following Pages)

EXECUTED BY THE PARTIES:

~~ARCAPITA BANK~~ ARCAPITA BANK ~~ARCAPITA INVESTMENT HOLDINGS LIMITED~~
~~B.S.C.(c)~~ OXY INVESTMENTS

Name:
Title:

Name:
Title:

~~AHQ HOLDING COMPANY~~ HOLDING
~~COMPANY W.L.L.~~ COMPANY W.L.L.

~~AHQ CAYMAN HOLDING COMPANY I~~
~~LIMITED~~ RUM INVESTMENTS

Name:
Title:

Name:
Title:

~~AHQ CAYMAN HOLDING COMPANY II~~
~~LIMITED~~ CAYMAN HOLDING
COMPANY I LIMITED

SOCIAL INSURANCE ORGANISATION
ASSET MANAGEMENT COMPANY
B.S.C.(C)

Name:
Title:

Name:
Title:

ABULAZIZ I. A. AL-MUHANNA

AHQ CAYMAN HOLDINGS LIMITED

Name:
Title:

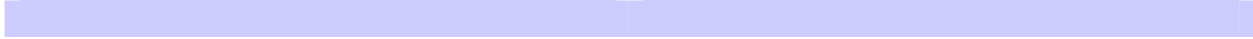
Name:
Title:

JASMINE QUADRILATERAL
INVESTMENT CORPORATION

AHQ CAYMAN HOLDING COMPANY II
LIMITED

Name:
Title:

Name:
Title:



<u>MAALI HOLDING CO.</u>	<u>ARCAPITA INVESTMENT HOLDINGS LIMITED</u>
<hr/> <hr/> <u>Name:</u> <u>Title:</u>	<hr/> <hr/> <u>Name:</u> <u>Title:</u>

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Schedule 1 - AHQ Cayman I Investors

<p>ABULAZIZ I. A. AL-MUHANNA</p> <hr/> <hr/> <p><u>Name</u></p>	<p>AHQ CAYMAN HOLDINGS LIMITED</p> <hr/> <hr/> <p>Name:— Title:— <u>Contact Details</u></p>
<p><u>Abulaziz I. A. Al-Muhanna</u></p>	<p><u>King Faisal Street, P.O. Box 315, Riyadh 11411, Kingdom of Saudi Arabia</u></p> <p><u>Phone: +966 1 4811912</u></p> <p><u>Email: almuhanna@almarai.com</u></p> <p><u>Fax: +966 1414 0300</u></p> <p><u>For the attention of: Abdulaziz I.A. Al-Muhanna</u></p>
<p>Jasmine Quadrilateral Investment CORPORATION</p> <hr/> <hr/> <p>Name:— Title:— <u>Company</u></p>	<p>MAALI HOLDING Co. <u>P.O. Box 54308, Riyadh 11514, Kingdom of Saudi Arabia</u></p> <p><u>Phone: +966 1 4786200</u></p> <p><u>Email: sam@aljomaih.com.sa</u></p> <p><u>Fax: +966 1476 3211</u></p> <hr/> <hr/> <p>Name:— Title:— <u>For the attention of: Abdulaziz Hamad Aljomaih</u></p>
<p><u>Maali Holding Co. (previously called Kanzan Holding Company)</u></p>	<p><u>P.O. Box 38, Al Khobar 31952, Kingdom of Saudi Arabia</u></p> <p><u>Phone: +966 3 8940909</u></p> <p><u>Email: mageel@alfozan.com</u></p> <p><u>Fax: +966 3895 3999</u></p> <p><u>For the attention of: c/o Eng. Mohammed A.</u></p>

	Al-Aqeel
<p>Oxy Investments</p> <hr/> <p>Name:—</p> <p>Title:—</p>	<p>RUM INVESTMENTS LTD. P.O. Box 54308, Riyadh 11514, Kingdom of Saudi Arabia</p> <p>Phone: +966 1 4786200</p> <p>Email: sam@aljomaih.com.sa</p> <p>Fax: +966 1476 3211</p> <hr/> <p>Name:—</p> <p>Title:— For the attention of: Abdulaziz Hamad Aljomaih</p>
Rum Investments	<p>P.O. Box 40639, Riyadh 11511, Kingdom of Saudi Arabia</p> <p>Phone: 9661-4789260</p> <p>Email: mishaq@mdsa.com</p> <p>Fax: +966 1477 1180</p> <p>For the attention of: Mohammed Mansour Al-Rumaih</p>
<p>Social Insurance Organisation</p> <hr/> <p>Name:—</p> <p>Title:—</p> <p>Asset Management Company B.S.C.(C)</p>	<p>Building 48, Road 1901, Complex 317, Diplomatic Area, P.O. Box 5250, Manama, Kingdom of Bahrain</p> <p>Phone: +973 1751 6776</p> <p>Email: akalkhalifa@osool.com.bh</p> <p>Fax: (+973) 1753 7331</p> <p>For the attention of: Shaikh Mohammed Bin Isa Al Khalifa, CEO</p> <p>Copy to: Abdulla Al Khalifa</p>
ACHL	Arcapita Building, Bahrain Bay, P.O. Box 1406

	<p>Manama, Kingdom of Bahrain</p> <p>Phone: +973 1721 8333</p> <p>Email: mchowdhury@arcapita.com</p> <p>For the attention of: Mohammed Chowdhury / General Counsel</p> <p>Copy to: Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, United States of America</p> <p>Phone: (212) 351-3969</p> <p>Email: mrosenthal@gibsondunn.com</p> <p>Fax: 212-351-6258</p> <p>For the attention of: Michael A. Rosenthal</p>
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~~+015215161-~~

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