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*Counsel for the Reorganized Debtors*

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

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In re:	:
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	:
ARCAPITA BANK B.S.C.(C), <u>et al.</u> ,	:
	:
Reorganized Debtors.	:
	:
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Chapter 11  
Case No. 12-11076 (SHL)  
Confirmed.

**STIPULATION AND AGREED ORDER REGARDING CLAIM NUMBER 566**

This stipulation (the “Stipulation”) is made and entered into, through their respective undersigned counsel, by and among (i) the above-captioned Reorganized Debtors, and (ii) AMPD(DE) Limited Partnership (“AMPD”), to resolve AMPD’s claims against Arcapita Bank B.S.C.(c) (“Arcapita Bank”) asserted in a timely filed proof of claim (“Claim No. 566”).

**RECITALS**

WHEREAS, Claim No. 566, based on a guarantee executed by Arcapita Bank in favor of AMPD, was asserted in the amount of not less than \$8,732,117.80.

WHEREAS, the Debtors disagreed with the asserted amount of Claim No. 566.

WHEREAS, rather than filing a formal objection to Claim No. 566, the Debtors contacted AMPD’s counsel in order to consensually resolve the parties’ disagreement with respect to the allowable amount of Claim No. 566.

WHEREAS, the parties desire to resolve such disagreement consensually without the time, expense, and uncertainty attendant to litigation.

**NOW THEREFORE, THE PARTIES STIPULATE AND AGREE, AND UPON THE APPROVAL BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IT SHALL BE ORDERED AND BINDING ON ALL PARTIES IN INTEREST AS FOLLOWS:**

**STIPULATION**

1. Claim No. 566 shall constitute an Allowed Class 5a Claim under the Debtors' plan of reorganization confirmed by this Court on June 17, 2013 (the "Plan") in the amount of \$3,345,450.

2. Claim No. 566 shall be entitled to receive the distributions provided by the Plan to all Allowed Class 5a Claims, which distributions shall not be subject to setoff, recoupment, or any other defense.

3. Nothing in this Stipulation is intended to alter, and does not alter, the rights of AMPD against any non-Debtor entity with respect to any of the agreements or transactions underlying Claim No. 566.

4. This Stipulation constitutes the entire agreement among the parties regarding the subject matter hereof.

5. This Stipulation may be executed in one or more counterparts and by facsimile or electronic copy, all of which shall be considered effective as an original signature.

6. The parties acknowledge that this Stipulation is their joint work product and that, accordingly, in the event of ambiguities in this Stipulation, no inferences shall be drawn against any party on the basis of authorship of this Stipulation.

7. The Bankruptcy Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Stipulation.

**CONSENTED AND AGREED TO BY:**

Dated: March 18, 2014  
New York, New York

**MILBANK, TWEED, HADLEY &  
M<sup>c</sup>CLOY LLP**

/s/ Evan R. Fleck

Dennis F. Dunne  
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*Counsel for the Reorganized Debtors*

Dated: March 18, 2014  
New York, New York

**WILLKIE FARR & GALLAGHER LLP**

/s/ Alan J. Lipkin

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New York, New York 10019  
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*Counsel for AMPD (DE) Limited Partnership*

**SO ORDERED,**

/s/ Sean H. Lane

UNITED STATES BANKRUPTCY JUDGE

Dated: April 14, 2014