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**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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STIPULATED ORDER RESOLVING OBJECTION TO CLAIMS

This Stipulation (the “*Stipulation*”) is entered into as of May 9, 2013 by and among Arcapita Bank B.S.C.(c) (“*Arcapita*” and collectively with the other debtors and debtors in possession in the above captioned chapter 11 cases, the “*Debtors*”), on the one hand; and the Central Bank of Bahrain (collectively, the “*Claimant*”), on the other hand. The Claimant and the Debtors are collectively referred to herein as the “*Parties*”.

RECITALS:

WHEREAS, on March 19, 2012, Arcapita and five of its affiliates 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, and all of the foregoing chapter 11 cases (collectively, the “*Chapter 11 Cases*”) have been administratively consolidated under Case No. 12-11076(SHL) and are

pending before the United States Bankruptcy Court for the Southern District of New York (the “*Court*”);

WHEREAS, the Debtors are operating their businesses and managing their assets as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on July 11, 2012, the Court entered an order (Dkt. No. 308) establishing August 30, 2012 at 5:00 p.m. (prevailing U.S. Eastern Time) as the deadline for non-governmental persons or entities to file proofs of claim in the Chapter 11 Cases;

WHEREAS, on January 18, 2013, the Court entered its *Order Granting Debtors’ Motion for Entry of an Order pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 Approving Claim Objection Procedures* (Dkt. No. 785) (the “*Claims Procedure Order*”);

WHEREAS, the Claimants have filed the proofs of claim set forth on *Schedule A* against the Debtors (the “*Filed Claims*”);

WHEREAS, on April 25, 2013, the Debtors filed their *Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 1036) (as may be amended or modified from time to time, the “*Plan*”);

WHEREAS, on April 26, 2013, in accordance with the Claims Procedure Order, the Debtors filed the (i) Debtors’ First Omnibus Objection to Claims and (ii) Debtors’ Second Omnibus Objection to Claims (together, the “*Claim Objections*”) pursuant to which the Debtors objected to the Filed Claims on various bases; and

WHEREAS, after good-faith arm’s-length negotiations, the Parties have reached an agreement to resolve the Claim Objections as they relate to the Filed Claims on the terms forth below;

NOW, THEREFORE, in consideration of the foregoing, it is hereby stipulated and agreed that:

TERMS

1. Stipulation. This Stipulation shall become effective upon the Court's entry of an order approving it, which may include the Court's "SO ORDERED" execution of this Stipulation (the date of such order, the "*Effective Date*").

2. Allowed Claims. At the Effective Date, the Claimants' (a) filed claim no. 437 (as identified on *Schedule B*) shall be an allowed general unsecured claim against Arcapita (including for purposes of voting on the Plan) in the class and amount set forth in *Schedule B* (the "*Allowed Claim*"), which Allowed Claim shall receive the same treatment as all other Allowed Claims under the Plan and (b) filed claims nos. 21 and 436 (as identified on *Schedule A*) shall be deemed withdrawn with prejudice.

3. Objection Resolved. Upon entry of an order approving it, this Stipulation shall fully resolve the Claim Objections as they relate to the Filed Claims.

4. Claims Register. GCG, Inc., as the claims agent appointed in the Chapter 11 Cases, shall be authorized and empowered to adjust the claims register to reflect the withdrawal of the Filed Claims with prejudice and the allowance of the Allowed Claim pursuant to paragraph 2.

5. Authority. The Claimant expressly represents and warrants that (a) the Claimant is the lawful owner of the Filed Claims; (b) the Claimant has full capacity and authority to compromise, withdraw and release the Filed Claims and to enter into this Stipulation; and (c) no other person or entity has acquired or has been assigned, or will in the future acquire or have any right to assert, any portion of the Filed Claims against any of the Debtors.

6. Representations and Warranties. The Parties intend this Stipulation to be a final and complete resolution of the Filed Claims and the Claim Objections in respect thereof. The Parties agree that this Stipulation was negotiated in good faith and, if the parties chose to do so, reflects an agreement that was reached voluntarily after consultation with competent legal counsel. The Parties represent and warrant that (a) they are not relying on any statements, understandings, representations, expectations, or agreements other than those expressly set forth herein; (b) to the extent they elected to retain legal counsel, they have been represented and advised by legal counsel in connection with this Stipulation, which they make voluntarily and of their own choice and not under coercion or duress; (c) they have made their own investigation of the facts and are relying upon their own knowledge and the advice of counsel; and (d) they knowingly waive any and all claims that this Stipulation was induced by any misrepresentation or nondisclosure and knowingly waive any and all rights to rescind or avoid this Stipulation based upon presently existing facts, known or unknown. These representations and warranties shall survive the execution of this Stipulation.

7. Successors, Assigns, and Third Party Beneficiaries. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns to the Claimant and the Debtors.

8. GOVERNING LAW AND JURISDICTION. THIS STIPULATION SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE UNITED STATES BANKRUPTCY CODE AND THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. The Court shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Stipulation.

9. Entire Agreement. This Stipulation contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties relating thereto. There are no representations, agreements, or inducements, except as set forth expressly and specifically in this Stipulation.

10. Severability. If any provision hereof is invalid or unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect.

11. Amendments in Writing. This Stipulation may not be amended or modified other than by signed writing executed by the Parties hereto or by order of the Court.

12. Construction. Each of the Parties understands, agrees, and acknowledges that all of the Parties shall be deemed to be the drafters of this Stipulation and any ambiguity in or dispute regarding the interpretation of this Stipulation shall not be resolved by any rule of interpretation providing for interpretation against the party that causes the uncertainty to exist or against any party as the drafter. Further, words in this Stipulation of the male, female, or neuter gender shall be construed to include any other gender where appropriate. Words used in this Stipulation that are either singular or plural shall be construed to include the other where appropriate.

13. Headings. Headings are for convenience only and shall not limit, expand, affect, or alter the meaning of any text.

14. Multiple Counterparts. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copy, copies, or facsimiles signed by the Parties hereto to be charged.

15. Facsimile Signatures. This Stipulation may be executed by facsimile or electronically transmitted signatures, and such facsimile or electronically transmitted signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or by mail, although it is the Parties' intentions to deliver original signatures after delivery of facsimile or electronically transmitted signatures.

Dated: May 21, 2013
New York, New York

Dated: May 20, 2013
New York, New York

/s/ Michael A. Rosenthal
Name: Michael A. Rosenthal

/s/ Sh. Salman bin Isa Al-Khalifa
Name: Sh. Salman bin Isa Al-Khalifa
Title: Executive Director of Banking
Operations

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King Faisal Highway
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Kingdom of Bahrain

ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

SO ORDERED,

/s/ Sean H. Lane
THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Dated: June 10, 2013

Schedule A

Filed Claims

<u>FILED CLAIM NO.</u>	<u>APPLICABLE DEBTOR</u>	<u>CLAIMANT</u>
21	Arcapita Bank B.S.C.	Central Bank of Bahrain
437	Arcapita Bank B.S.C.	Central Bank of Bahrain
436	Arcapita Investment Holdings Limited	Central Bank of Bahrain

Schedule B

Allowed Claim

<u>FILED CLAIM NO.</u>	<u>APPLICABLE DEBTOR</u>	<u>CLAIMANT</u>	<u>VOTING CLASS</u>	<u>AMOUNT</u>
437	Arcapita Bank B.S.C.	Central Bank of Bahrain	5(a)	\$255,194,405.33