

GIBSON, DUNN & CRUTCHER LLP

Michael A. Rosenthal (MR-7006)
Craig H. Millet (admitted *pro hac vice*)
Matthew K. Kelsey (MK-3137)
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Attorneys for the Debtors and Debtors in Possession

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

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

**STIPULATION AND AGREED ORDER FOR
TEMPORARY ALLOWANCE OF CLAIMS
SOLELY FOR PURPOSES OF
VOTING ON THE DEBTORS' JOINT CHAPTER 11 PLAN**

Arcapita Bank B.S.C.(c) ("*Arcapita*") and its affiliated debtors and debtors in possession (collectively, the "*Debtors*")¹ in the above-captioned chapter 11 cases (the "*Chapter 11 Cases*"), on one hand, and the parties listed on *Schedule A* annexed hereto (the "*Claimants*" and, together with the Debtors, the "*Parties*"), on the other hand, hereby enter into this stipulation and agreed order (this "*Stipulation*") and stipulate and agree as follows:

¹ The Debtors 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, 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 Chapter 11 Cases have been administratively consolidated 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 (a) 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 claims and (b) September 17, 2012 at 5:00 p.m. (prevailing U.S. Eastern Time) as the deadline for governmental units to file proofs of claims;

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 the *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**”) and a related disclosure statement (Dkt No. 1038) (as may be amended or modified from time to time, the “**Disclosure Statement**”), and the Court entered an order approving the Disclosure Statement and establishing certain solicitation and voting procedures with respect to the Plan (Dkt No. 1045) (the “**Voting Procedures Order**”); and

WHEREAS, solely for the purposes of allowing the Claimants to vote Filed Claims on the Plan, the Debtors and the Claimants, through their respective counsel, enter into this Stipulation.

AGREEMENT

IT IS THEREFORE STIPULATED AND AGREED AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. This Stipulation shall become effective upon approval by the Court.
2. Upon entry of an order approving this Stipulation, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedures (the “*Bankruptcy Rules*”), the claims of the Claimants shall be deemed to be temporarily allowed against the applicable Debtor, solely for the purposes of voting on the Plan, in the classes and the amounts set forth on *Schedule B* (the “*Voting Claims*”), in place and instead of the Filed Claims.
3. The temporary allowance of the Voting Claims pursuant to this Stipulation is without prejudice to each of the Parties’ respective rights and obligations under and pursuant to the Plan, applicable bankruptcy and non-bankruptcy law, and equitable principles as to the allowance or disallowance of the Filed Claims based on the merits of the Filed Claims. Except as expressly provided for in this Stipulation with respect to the allowance of the Voting Claims, nothing herein is or shall be deemed to be (a) a determination, allowance or disallowance of any of the Filed Claims for any purpose whatsoever, (b) an admission, release or waiver of any rights with respect to any of the Filed Claims against any of the Debtors including, without limitation, as to the amount, extent, validity or priority of any of the Filed Claims, or (c) a release or waiver of any rights of the Parties to assert any and all objections, defenses or counterclaims or other rights in respect of any of the Filed Claims.

4. None of this Stipulation, any of the provisions hereof, nor any act performed or document executed pursuant to or in furtherance of this Stipulation, is or may be deemed to be or may be used as an admission of, or evidence of, the validity or invalidity of any aspect, including priority, of the Filed Claims against the Debtors or of any other claim or right of any kind, or of any wrongdoing or liability of any of the Parties in the Chapter 11 Cases, or any other matter pending before the Court.

5. The temporary allowance of the Voting Claims pursuant to this Stipulation shall not be deemed a determination or have any effect on the classification of any Filed Claim under the Plan.

6. Nothing in this Stipulation, whether express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Parties, and their respective successors, assigns, heirs, executors, administrators and liquidators, any right, remedy or claim under or by reason of this Stipulation. The provisions contained in this Stipulation are and shall be for the sole and exclusive benefit of the Parties.

7. This Stipulation contains the entire agreement among the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings among the Parties relating thereto.

8. This Stipulation may not be modified other than by a signed writing executed by each of the Parties and delivered to each Party; it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the Stipulation.

9. The individual who executes this Stipulation represents that he is duly authorized to do so on behalf of the Claimants as their counsel and that the Claimants have had

an opportunity to consult with counsel if it wishes to do so, has full knowledge of, and has consented to, this Stipulation.

10. This Stipulation may be executed in multiple 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.

11. This Stipulation shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors, assigns, heirs, executors, administrators and liquidators.

12. This Stipulation shall be exclusively governed by, construed, and enforced in accordance with the Bankruptcy Code, the Bankruptcy Rules , and, to the extent the Bankruptcy Code and Bankruptcy Rules are inapplicable, the laws of the State of New York, without regard to its conflicts of law principles.

13. The Court shall have exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Stipulation or its enforcement.

Dated: May 13, 2013
New York, New York

Dated: May 13, 2013
New York, New York

/s/ Michael A. Rosenthal
Michael A. Rosenthal

Paul M. Davis
Paul M. Davis

GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

ANDREWS KURTH LLP
600 Travis, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285

ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

ATTORNEYS FOR THE CLAIMANTS

APPROVED AND SO ORDERED

Dated: June 10, 2013
New York, New York

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

Schedule A

Filed Claims

<u>FILED</u>	<u>CLAIMANT</u>	<u>APPLICABLE DEBTOR</u>
165	Alexander Cocke Trust	Falcon Gas Storage Company, Inc.
166	Daniel Leonard	Falcon Gas Storage Company, Inc.
169	Deborah J Toon	Falcon Gas Storage Company, Inc.
178	Dianne G Foutch	Falcon Gas Storage Company, Inc.
181	Edmund A Knolle	Falcon Gas Storage Company, Inc.
167	Ellecia A Knolle	Falcon Gas Storage Company, Inc.
182	Jeffery H Foutch	Falcon Gas Storage Company, Inc.
173	John M Hopper	Falcon Gas Storage Company, Inc.
176	Keith L Chandler	Falcon Gas Storage Company, Inc.
175	Leslie Page Leonard	Falcon Gas Storage Company, Inc.
168	Michelle P Foutch	Falcon Gas Storage Company, Inc.
171	Rachel Ann Chandler	Falcon Gas Storage Company, Inc.
177	Sally H Hopper	Falcon Gas Storage Company, Inc.
172	Steven B. Toon	Falcon Gas Storage Company, Inc.
180	Steven Jenkins	Falcon Gas Storage Company, Inc.
179	Tamara Jenkins	Falcon Gas Storage Company, Inc.
174	Thomas B. Wynne Jr.	Falcon Gas Storage Company, Inc.

Schedule B

Voting Claims

<u>FILED</u>	<u>APPLICABLE DEBTOR</u>	<u>CLAIMANT</u>	<u>VOTING CLASS</u>	<u>AMOUNT</u>
165	Falcon Gas Storage Company, Inc.	Alexander Cocke Trust	5(g)	\$84,306.75
166	Falcon Gas Storage Company, Inc.	Daniel Leonard	5(g)	\$20,162.18
169	Falcon Gas Storage Company, Inc.	Deborah J Toon	5(g)	\$143,104.50
178	Falcon Gas Storage Company, Inc.	Dianne G Foutch	5(g)	\$8,430.68
181	Falcon Gas Storage Company, Inc.	Edmund A Knolle	5(g)	\$867,363.75
167	Falcon Gas Storage Company, Inc.	Ellecia A Knolle	5(g)	\$867,363.75
182	Falcon Gas Storage Company, Inc.	Jeffery H Foutch	5(g)	\$1,086,079.09
173	Falcon Gas Storage Company, Inc.	John M Hopper	5(g)	\$1,403,945.40
176	Falcon Gas Storage Company, Inc.	Keith L Chandler	5(g)	\$257,911.50
175	Falcon Gas Storage Company, Inc.	Leslie Page Leonard	5(g)	\$20,162.18
168	Falcon Gas Storage Company, Inc.	Michelle P Foutch	5(g)	\$1,086,079.09
171	Falcon Gas Storage Company, Inc.	Rachel Ann Chandler	5(g)	\$257,911.60
177	Falcon Gas Storage Company, Inc.	Sally H Hopper	5(g)	\$1,403,945.40

172	Falcon Gas Storage Company, Inc.	Steven B. Toon	5(g)	\$143,104.50
180	Falcon Gas Storage Company, Inc.	Steven Jenkins	5(g)	\$42,153.38
179	Falcon Gas Storage Company, Inc.	Tamara Jenkins	5(g)	\$42,153.38
174	Falcon Gas Storage Company, Inc.	Thomas B. Wynne Jr.	5(g)	\$515,823.00