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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), et al.,** : **Case No. 12-11076 (SHL)**  
:  
**Debtors.** : **Jointly Administered**  
:  
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**NOTICE OF FILING OF EXHIBIT F TO SECOND AMENDED DISCLOSURE  
STATEMENT IN SUPPORT OF THE SECOND AMENDED JOINT PLAN OF  
REORGANIZATION OF ARCAPITA BANK B.S.C.(c) AND  
RELATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE** that, on April 25, 2013, the Debtors in the above-referenced Chapter 11 cases filed their *Second Amended Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code* (the "***Second Amended Disclosure Statement***") [Docket No. 1038].

**PLEASE TAKE FURTHER NOTICE** that, the Debtors hereby file Exhibit F to the Second Amended Disclosure Statement (the "***Exhibit F***"). A copy of Exhibit F is attached hereto as Exhibit 1.

Dated: New York, New York  
May 3, 2013

Respectfully submitted,

/s/ Michael A. Rosenthal

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**EXHIBIT 1**

**Exhibit F**

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**MURABAHA FACILITIES TERM SHEET**

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*This Murabaha Facilities Term Sheet (this “Term Sheet”) does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. Neither Goldman Sachs International nor any of its affiliates (collectively, “Goldman Sachs”) makes any representation as to the Sharia’a compliance of the transactions contemplated by this Term Sheet. You will need to make your own independent assessment as to whether the transactions contemplated herein are compliant with Sharia’a and meet your individual standards of compliance.*

Unless otherwise noted, the terms described below apply to both the Murabaha DIP Facility and the Murabaha Exit Facility.

<b>Purchaser</b>	<ul style="list-style-type: none"><li>▪ Arcapita Investment Holdings Limited (“<u>AIHL</u>”), as an obligor and purchaser under the Murabaha DIP Facility and debtor-in-possession in the Chapter 11 Cases (defined below).</li><li>▪ Upon conversion to the Murabaha Exit Facility, the entity to be formed as “New Arcapita Holdco 2” (“<u>New Arcapita Holdco 2</u>”) under the Plan (defined below), as an obligor and purchaser under the Murabaha Exit Facility, in accordance with and upon the effectiveness of the Plan.</li></ul>
<b>Guarantors<sup>1</sup></b>	<ul style="list-style-type: none"><li>▪ Arcapita Bank B.S.C.(c) (“<u>Arcapita</u>”), each of AIHL’s subsidiaries (other than Falcon Gas Storage Company, Inc.)<sup>2</sup> that is a debtor and debtor-in-possession (the “<u>Subsidiary Debtors</u>” and, collectively with Arcapita and AIHL, the “<u>Debtors</u>”) in the chapter 11 cases pending before the U.S. Bankruptcy Court for the Southern District of New York (the “<u>Bankruptcy Court</u>”), Case No. 12-11076 (the “<u>Chapter 11 Cases</u>”), Arcapita Investment Management Limited (“<u>AIML</u>”), Arcapita Inc., Arcapita Structured Finance Ltd, Arcapita Investment Funding Limited, Arcapita Industrial Management I Ltd, Arcapita Limited (UK) and Arcapita Pte. Limited (Singapore) (collectively with the Subsidiary Debtors, the “<u>Guarantors</u>” and, collectively with the Debtors, the “<u>Obligors</u>”);<sup>3</sup> provided, that the guarantees shall be</li></ul>

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<sup>1</sup> Note to draft: Guarantors subject to diligence on post-reorganization ownership structure. To the extent the Reorganized Debtors (as defined in the Plan) retain any value, they will be Guarantors of the Murabaha Exit Facility.

<sup>2</sup> These subsidiaries are: (i) Arcapita LT Holdings Limited (“ALTHL”); (ii) WindTurbine Holdings Limited (“WTHL”); (iii) AEID II Holdings Limited (“AEID II”); and (iv) RailInvest Holdings Limited (“RailInvest”). Notwithstanding anything set forth herein, the guarantees of WTHL, AEID II, and RailInvest shall be expressly subordinate to the guarantees of those entities in favor of Standard Chartered Bank.

<sup>3</sup> Other Debtor and non-Debtor affiliates may be required to become Guarantors, including without limitation Murabaha WCF Entities, if such entity is the owner of any asset otherwise required to be pledged hereunder.

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	<p>structured in manner that does not conflict with the Bankruptcy Court’s Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Authorizing and Approving the Settlement with Standard Chartered Bank (Docket No. 587, the “<u>SCB Settlement Order</u>”).</p> <ul style="list-style-type: none"> <li>▪ Upon conversion to the Murabaha Exit Facility, (i) WTHL, AEID II, and RailInvest, in each case as reorganized or any other entity or entities that purchase or assume substantially all of their respective assets, in each case, in accordance with and upon the effectiveness of the Plan, (ii) each of New Arcapita Holdco 2’s and New Arcapita Holdco 3’s (as defined in the Plan) respective subsidiaries (other than Transaction Entities (as defined below)), including, without limitation, AIML and each of the LT Caycos and the Murabaha WCF Entities (as defined below).</li> <li>▪ Notwithstanding any other provision of this Term Sheet, guarantees of and superpriority claims against WTHL, AEID II, and RailInvest shall be subordinated to the existing guarantees under the SCB Facilities to the extent then outstanding.</li> </ul>
<b>Investment Agent</b>	<ul style="list-style-type: none"> <li>▪ Goldman Sachs International (“<u>GSI</u>”) or an affiliate or designee thereof, as investment agent on behalf of the Participants (in such capacity, the “<u>Investment Agent</u>”); provided that, subject to customary provisions with respect to resignation, any assignment by GSI of its role as Investment Agent (other than to any affiliate of GSI) is subject to the reasonable consent of Arcapita Bank.</li> </ul>
<b>Collateral Agent</b>	<ul style="list-style-type: none"> <li>▪ A financial institution to be mutually agreed.</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>▪ The Investment Agent, certain banks and other financing entities that from time to time become party to the respective applicable Investment Agency Agreement subject to the terms of the Commitment Letter (the “<u>Participants</u>”).</li> </ul>
<b>Participations</b>	<ul style="list-style-type: none"> <li>▪ The funds to be made available by the Participants to the Investment Agent for the purposes of the Murabaha DIP Facility or the Murabaha Exit Facility, as applicable.</li> </ul>
<b>Murabaha Facilities</b>	<ul style="list-style-type: none"> <li>▪ A senior secured debtor-in-possession US Dollar term Murabaha facility (the “<u>Murabaha DIP Facility</u>”) made available by the Investment Agent in an aggregate amount up to US\$150,000,000 to repay the Existing DIP Facility and for working capital and general corporate purposes, and for the other purposes listed under “Use of Proceeds” below; <u>provided</u>, for the avoidance of doubt, the Purchaser may elect to reduce the undrawn committed amounts at any time, subject to prior notice and minimum reduction amounts to be agreed.</li> </ul>

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	<ul style="list-style-type: none"><li>▪ Upon satisfaction of the conditions to conversion set forth herein and listed in Annex C hereto, a senior secured US Dollar term Murabaha facility (the "<u>Murabaha Exit Facility</u>") in an aggregate amount up to US\$350,000,000 so long as the SCB Facilities are repaid with the proceeds of the Murabaha Exit Facility (or US\$250,000,000 only if Arcapita Bank elects to downsize the Murabaha Exit Facility no later than May 20, 2013), inclusive of the amount of the Murabaha DIP Facility outstanding on the Conversion Date (as defined below).</li></ul>
<b>Budget</b>	<ul style="list-style-type: none"><li>▪ With respect to the Murabaha DIP Facility only, the Obligors shall provide, in each case, in form and substance reasonably satisfactory to the Investment Agent:<ul style="list-style-type: none"><li>(i) prior to the Closing Date, a rolling monthly three-month cash budget (as modified or supplemented from time to time with the prior written consent of the Investment Agent in its discretion, including any such modifications or supplements covering additional time periods, the "<u>DIP Budget</u>") initially for the three-month period beginning on the Closing Date, setting forth, on a line-item basis, (x) projected cash receipts (including asset sales), (y) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses, capital expenditures, deal fundings, management fees, fees and expenses of the Investment Agent and the Participants (including counsel therefor) and any other fees and expenses relating to the Facilities) and (z) total liquidity.</li><li>(ii) on the fifth business day of each month, a DIP Budget variance report/reconciliation (the "<u>DIP Budget Variance Report</u>") (A) showing by line item actual cash receipts, disbursements and total available liquidity for the immediately preceding month, noting therein all variances, on a line-item basis, from values set forth for such period in the DIP Budget, and shall include explanations for all material variances, and (B) certified by the chief financial officer of AIHL.</li><li>(iii) any covenant requiring compliance with the DIP Budget shall (a) not require compliance with any line item or line items projecting receipts or restructuring disbursements, (b) test compliance with non-restructuring disbursements on an aggregate basis and permit a variance of 10% from the aggregate test period for non-restructuring disbursements (the "<u>Permitted Variance</u>"), and (c) permit amounts not utilized during any testing period to be used during any subsequent period (the "<u>Permitted Carryover</u>").</li></ul></li><li>▪ With respect to the Murabaha Exit Facility only, the Obligors shall provide, in each case, in form and substance reasonably satisfactory to the Investment Agent:<ul style="list-style-type: none"><li>(i) prior to the Conversion Date, a rolling quarterly four-quarter cash</li></ul></li></ul>

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	<p>budget (as modified or supplemented from time to time with the prior written consent of the Investment Agent in its discretion, including any such modifications or supplements covering additional time periods, the “<u>Exit Budget</u>” and, together with the DIP Budget, the “<u>Budgets</u>”) initially for the four-quarter period beginning on the Conversion Date, setting forth, on a line-item basis, (x) projected cash receipts (including asset sales), (y) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses, capital expenditures, deal fundings, management fees, fees and expenses of the Investment Agent and the Participants (including counsel therefor) and any other fees and expenses relating to the Facilities) and (z) total liquidity.</p> <p>(ii) no later than the 30th day following the end of each quarter, an Exit Budget variance report/reconciliation (the “<u>Exit Budget Variance Report</u>”) (A) showing by line item actual cash receipts, disbursements and total available liquidity for the immediately preceding quarter, noting therein all variances, on a line-item basis, from values set forth for such period in the Exit Budget, and shall include explanations for all material variances, and (B) certified by the chief financial officer of New Arcapita Holdco 2.</p>
<p><b>Investment Agency Agreement</b></p>	<ul style="list-style-type: none"> <li>▪ An English law-governed agreement to be entered into by the Purchaser, the Guarantors, the Investment Agent, the Participants and others pursuant to which the Participants, among other things, appoint the Investment Agent as their agent to enter into the Murabaha Contracts contemplated by the Murabaha DIP Facility and the Murabaha Exit Facility, as applicable; provided, for the avoidance of doubt, that there shall be one Investment Agency Agreement for the Facilities.</li> </ul>
<p><b>Murabaha Contracts</b></p>	<ul style="list-style-type: none"> <li>▪ Each contract for the purchase of Commodities (as defined below) by the Purchaser on a deferred payment basis, made by the issue of an offer notice (an “<u>Offer Notice</u>”) in relation to specified Commodities by the Investment Agent to the Purchaser and the issue of a corresponding acceptance notice by the Purchaser to the Investment Agent.</li> </ul>
<p><b>Murabaha WCF Entities</b></p>	<ul style="list-style-type: none"> <li>▪ Certain of those entities organized under the laws of the Cayman Islands that are wholly owned directly or indirectly by AIHL and, after the effective date of the Plan, that are owned directly or indirectly by New Arcapita Holdco 2, and used for making Murabaha investments in the Debtors’ portfolio companies or other affiliates for the purposes of working capital (collectively, the “<u>Murabaha WCF Entities</u>”).</li> </ul>

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<b>Commodities</b>	<ul style="list-style-type: none"> <li>▪ In relation to a Murabaha Contract, the Sharia'a-compliant commodities as specified in an Offer Notice which may comprise metals traded on the London Metal Exchange and such other Sharia'a compliant commodities as may be agreed from time to time by the Purchaser and the Investment Agent and, in any event, will only include allocated commodities physically located outside the United Kingdom and exclude gold and silver.</li> </ul>
<b>Deferred Payment Price</b>	<ul style="list-style-type: none"> <li>▪ In relation to a Murabaha Contract, an amount equal to the aggregate sum of:             <ul style="list-style-type: none"> <li>- The Cost Price (as defined below),</li> <li>- Profit (as defined below), and</li> <li>- All other unpaid accrued amounts (including mandatory costs, increased costs, VAT (if any), commodity taxes and any other direct or indirect costs and expenses).</li> </ul> </li> </ul>
<b>Cost Price of Murabaha DIP Facility</b>	<ul style="list-style-type: none"> <li>▪ "<u>Cost Price</u>" means the amount (in US Dollars) payable or paid by the Investment Agent to the Seller for the purchase of Commodities by the Investment Agent (on a spot basis determined on the value date upon which the payment is made, or is to be made) to be on-sold by the Investment Agent to the Purchaser under a Murabaha Contract.</li> <li>▪ The initial Murabaha Contract (the "<u>Initial Murabaha Contract</u>") may have a Cost Price of up to US\$150,000,000 and shall have Cost Price of at least such amount as is necessary to repay in full all obligations outstanding under the Superpriority Debtor-In-Possession Master Murabaha Agreement, dated as of December 14, 2012, among AIHL and CF Arc LLC, as investment agent (as amended, modified or supplemented from time to time, the "<u>Existing DIP Facility</u>").</li> <li>▪ Further Murabaha Contracts during the Availability Period will be used to refinance, in whole, the previous Murabaha Contract upon each Deferred Payment Date.</li> <li>▪ The Cost Price of any Murabaha Contract shall be no greater than the Cost Price of the maturing Murabaha Contract.</li> <li>▪ For the avoidance of doubt, the aggregate amount of the Cost Prices of any outstanding Murabaha Contracts may never exceed US\$150,000,000.</li> </ul>
<b>Cost Price of Murabaha Exit Facility</b>	<ul style="list-style-type: none"> <li>▪ The Cost Price of the initial Murabaha Contract under the Murabaha Exit Facility shall be no less than the Cost Price of the final Murabaha Contract under the Murabaha DIP Facility.</li> <li>▪ Further Murabaha Contracts during the Availability Period will be used to refinance, in whole, the previous Murabaha Contract upon</li> </ul>



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	<p>each Deferred Payment Date.</p> <ul style="list-style-type: none"> <li>▪ The Cost Price of any Murabaha Contract shall be no greater than the Cost Price of the maturing Murabaha Contract.</li> <li>▪ For the avoidance of doubt, the aggregate amount of the Cost Prices of any outstanding Murabaha Contracts may never exceed US\$350,000,000 so long as the SCB Facilities are repaid upon emergence (or US\$250,000,000 only if Arcapita Bank elects to downsize the Murabaha Exit Facility no later than May 20, 2013).</li> </ul>
<b>Profit</b>	<p>“Profit” means the amount specified under an Offer Notice in respect of a Murabaha Contract, calculated in accordance with the following formula:</p> <ul style="list-style-type: none"> <li>▪ <math>Cost\ Price * (L + M) * (N / 360)</math></li> <li>▪ Where: <ul style="list-style-type: none"> <li>- L is LIBOR,</li> <li>- M is the Margin, and</li> <li>- N is the number of days in the relevant Deferred Payment Period (as defined below).</li> </ul> </li> </ul>
<b>Late Payment Compensation</b>	<ul style="list-style-type: none"> <li>▪ Late Payment Compensation of 2.0% above the usual Profit Rate to be defined in a manner consistent with the Existing DIP Facility.</li> </ul>
<b>Original Issue Discount</b>	<ul style="list-style-type: none"> <li>▪ Original Issue Discount of 1.0% for the Murabaha DIP Facility and the Murabaha Exit Facility to be documented in a Sharia’a-compliant manner.</li> </ul>
<b>Administration Fee</b>	<ul style="list-style-type: none"> <li>▪ An Administration Fee for the Facilities to be payable in the event that the Purchaser makes any voluntary or mandatory prepayment (other than any mandatory prepayment made prior to the first anniversary of the Conversion Date) or does not request the maximum Cost Price possible for a particular Murabaha Contract (in each case prior to the third anniversary of the Conversion Date). Such fee to be calculated as 1.0% of the relevant amount. This fee shall be separately documented in a Sharia’a-compliant manner, as an administration fee. This fee will be payable to the Investment Agent for the ratable account of each Participant (or such Participant’s designees).</li> </ul>
<b>Seller</b>	<ul style="list-style-type: none"> <li>▪ Broker to be determined.</li> </ul>
<b>LIBOR</b>	<ul style="list-style-type: none"> <li>▪ LIBOR (which shall have the meaning customary and appropriate for transactions of this type) for the relevant Deferred Payment Period with LIBOR floor of 1.5%.</li> </ul>

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<b>Margin</b>	<ul style="list-style-type: none"> <li>▪ 8.0% per annum payable in cash plus 1.75% per annum payable in kind.<sup>4</sup></li> </ul>
<b>Availability Period</b>	<ul style="list-style-type: none"> <li>▪ For the Murabaha DIP Facility, from the Closing Date to one month prior to the DIP Termination Date.</li> <li>▪ For the Murabaha Exit Facility, from the date of conversion to the Murabaha Exit Facility to three months prior to the Exit Termination Date (as defined below).</li> </ul>
<b>Termination Dates</b>	<ul style="list-style-type: none"> <li>▪ The Murabaha DIP Facility will mature on July 31, 2013 (the “<u>DIP Termination Date</u>”); provided that, in the event that the entry of the Confirmation Order will be delayed beyond July 31, 2013 as a result of regulatory related matters, the DIP Termination Date may be extended at the Purchaser’s option to August 30, 2013.</li> <li>▪ The Murabaha Exit Facility will mature on the date which is the three-year anniversary of the Conversion Date (the “<u>Exit Termination Date</u>”).</li> </ul>
<b>Deferred Payment Period</b>	<ul style="list-style-type: none"> <li>▪ The period starting on the date of a Murabaha Contract and ending on the relevant Deferred Payment Date.</li> </ul>
<b>Prepetition Secured Financing Obligations</b>	<ul style="list-style-type: none"> <li>▪ Arcapita has informed Goldman Sachs that it is the counterparty under two Murabaha facilities made available by Standard Chartered Bank (“<u>SCB</u>”):             <ul style="list-style-type: none"> <li>- A US\$50 million facility, dated May 30, 2011, of which approximately US\$46.6 million is outstanding and which matured on March 28, 2012 (the “<u>SCB May 2011 Facility</u>”); and</li> <li>- A US\$50 million facility dated December 22, 2011, of which approximately US\$50.1 million is outstanding and which matured on March 28, 2012 (the “<u>SCB December 2011 Facility</u>” and, together with the SCB May 2011 Facility, the “<u>SCB Facilities</u>”).</li> </ul> </li> <li>▪ Arcapita has informed Goldman Sachs that the SCB May 2011 Facility is guaranteed by each of AIHL, AIHL Sub, and WTHL, and that these guarantees are secured by: (i) a first priority pledge of AIHL’s shares in AIHL Sub; (ii) a first priority pledge of AIHL Sub’s shares in WTHL; and (iii) a second priority pledge of AIHL Sub’s shares in AEID II and RailInvest.</li> <li>▪ Arcapita has informed Goldman Sachs that SCB December 2011</li> </ul>

<sup>4</sup> Note to draft: Terms and Sharia’a compliance for PIK profit to be discussed. For the avoidance of doubt, the amount of the PIK profit shall be required to be paid in cash in the event that PIK profit is not able to be documented in compliance with Sharia’a as determined by Arcapita’s or New Arcapita Holdco 2’s, as applicable, Sharia’a Board.

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	<p>Facility is guaranteed by each of AIHL, AIHL Sub, WTHL, AEID II, and RailInvest, and that these guarantees are secured by: (i) a second priority pledge of AIHL's shares in AIHL Sub; (ii) a first priority pledge of AIHL Sub's shares in AEID II and RailInvest; and (iii) a second priority pledge in AIHL Sub's shares in WTHL.</p> <ul style="list-style-type: none"><li>▪ The Murabaha DIP Facility will include a representation that (i) the SCB Facilities and (ii) the Existing DIP Facility (with respect to any obligations that survive termination of the facility) represent the sole secured obligations of the Obligors, subject to scheduled exceptions to be mutually agreed upon.</li></ul>
<b>Priority and Liens<sup>5</sup></b>	<ul style="list-style-type: none"><li>▪ The Murabaha DIP Facility will be a secured facility which will:<ul style="list-style-type: none"><li>(i) Pursuant to section 364(c)(1) of the Bankruptcy Code, be entitled to superpriority administrative claim status having priority over any and all other claims, provided that the guarantees issued by WTHL, AEID II, and RailInvest shall be subordinated to the obligations of the Debtors in favor of SCB solely to the extent provided in the SCB Settlement Order;</li><li>(ii) Pursuant to section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first-priority lien (except to the extent described below) on substantially all now owned or after acquired assets (including without limitation, (i) all personal, real and mixed property of the Debtors (except as otherwise agreed to by the Investment Agent), (ii) 100% of the capital stock of each of the Obligors and other first tier subsidiaries of the Debtors and all intercompany debt payable to the Debtors) of Arcapita, AIHL and ALTHL, in each case, that are not otherwise subject to a lien securing the obligations under the SCB Facilities (including (x) AIHL's interests in the Murabaha WCF Entities (but only those that are reasonably determined to be material by the Investment Agent), (y) ALTHL's interests in the unencumbered LT Caycos (<i>i.e.</i>, all LT Caycos other than WTHL, AEID II, and RailInvest, but only those that are reasonably determined to be material by the Investment Agent) and (z) AIHL's non-syndicated interests in the syndication companies (but only those that are reasonably determined to be material by the Investment Agent) and (iii) the Encumbered Property (defined below) solely to the extent that the valid liens on such Encumbered Property are extinguished or released; in each case, where the benefit of</li></ul></li></ul>

<sup>5</sup> Security package, any modification to the SCB Settlement Order and any adequate protection other than that contained in the SCB Settlement Order to be satisfactory to the Investment Agent.

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such additional collateral likely exceeds the cost of providing such security as determined by the Investment Agent; provided that any claim secured by a lien granted on any asset of WTHL, AEID II or RailInvest shall be subordinate in right of payment to the SCB Facilities;

- (iii) Pursuant to section 364(c)(3) of the Bankruptcy Code, be secured by a perfected junior lien on substantially all now owned or after acquired assets of the Debtor Obligors (including without limitation, (i) all personal, real and mixed property of the Debtor Obligors (except as otherwise agreed to by the Investment Agent) and (ii) 100% of the capital stock of each of the Debtor Obligors and their first tier subsidiaries and all intercompany debt payable to the Debtor Obligors) that are subject to (x) any valid, perfected and non-avoidable lien securing the obligations under the SCB Facilities in existence on the Petition or (y) any valid lien securing the obligations under the SCB Facilities in existence on the Petition Date that is perfected subsequent to the Petition Date by section 546(b) of the Bankruptcy Code (collectively, the “Encumbered Property”); in each case, where the benefit of such additional collateral likely exceeds the cost of providing such security as determined by the Investment Agent (together with the assets described in clause (ii) above, the “DIP Collateral”);
  - (iv) Notwithstanding the foregoing, DIP Collateral will not include actions for preferences, fraudulent conveyances, and other avoidance power claims under sections 544, 545, 547, 548, 550 and 553 of the Bankruptcy Code (“Avoidance Actions”) and/or proceeds thereof; and
  - (v) For the avoidance of doubt, be secured by perfected first-priority liens on substantially all now owned or after acquired assets of the non-Debtor Obligors (including without limitation, (i) all personal, real and mixed property of such non-Debtor Obligors (except as otherwise agreed to by the Investment Agent) and (ii) 100% of the capital stock of each of the Obligors and their first tier subsidiaries and all intercompany debt payable to such Obligors); provided, however, with respect to AIML, the Murabaha DIP Facility shall be secured by only AIML’s performance and management fee receivables.
- The Murabaha Exit Facility will be a secured facility which will be secured by a perfected first-priority lien (except to the extent described below) on substantially all now owned or after acquired

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	<p>assets (including without limitation, (i) all personal, real and mixed property of the Obligors (except as otherwise agreed to by the Investment Agent), including, without limitation, any and all rights to damages upon any Put Failure (as defined in the Plan) and (ii) 100% of the capital stock of each of the Obligors and each other first tier subsidiaries of the Obligors and all intercompany debt payable to the Obligors) of the Obligors (including (w) New Arcapita Holdco 2's interests in the Murabaha WCF Entities (but only those that are reasonably determined to be material by the Investment Agent), (x) New Arcapita Holdco 2's interests in the LT Caycos (but only those that are reasonably determined to be material by the Investment Agent), (y) the LT Caycos' interest in transaction holdcos (but only those that are reasonably determined to be material by the Investment Agent) and (z) New Arcapita Holdco 2's non-syndicated interests in the syndication companies (but only those that are reasonably determined to be material by the Investment Agent); in each case, where the benefit of such additional collateral likely exceeds the cost of providing such security as determined by the Investment Agent; <u>provided, however</u>, with respect to AIML, the Murabaha Exit Facility may, subject to due diligence, be secured by only AIML's performance and management fee receivables. To the extent the obligations under the SCB Facilities remain outstanding in accordance with the Plan, the guarantees and liens in collateral in favor of SCB which had priority over the guarantees and liens supporting the Murabaha DIP Facility, shall have the same priority with respect to the Murabaha Exit Facility.</p> <ul style="list-style-type: none"><li>▪ All security arrangements under the Murabaha DIP Facility and Murabaha Exit Facility will be in form and substance reasonably satisfactory to the Investment Agent and will be perfected as of the Closing Date.</li><li>▪ To the extent the obligations under the SCB Facilities remain outstanding in accordance with the Plan, notwithstanding any other provision of this Term Sheet, guarantees of and superpriority claims against WTHL, AEID II, and RailInvest shall be subordinated to the existing guarantees under the SCB Facilities.</li><li>▪ No portion of the Carve-Out, any Collateral proceeds or proceeds of the Murabaha DIP Facility may be used for the payment of the fees and expenses of any person incurred in challenging, or in relation to the challenge of any of the Investment Agent's or Participant's liens or claims, or the initiation or prosecution of any claim or action against any of the Investment Agent or Participants.</li></ul>
<b>Murabaha DIP Closing Date</b>	<ul style="list-style-type: none"><li>▪ The date on which the Final DIP Order (as defined in Annex C) is entered by the Bankruptcy Court and definitive Transaction</li></ul>

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	<p>Documents are fully executed (such date, the "<u>Closing Date</u>"); <i>provided</i> that entry into the Transaction Documents shall be subject to the accuracy of representations and warranties under the Transaction Documents in all material respects.</p>
<b>Initial Transaction Date</b>	<ul style="list-style-type: none"><li>▪ The date on or after the Closing Date on which all conditions precedent to the initial Murabaha Contract have occurred and the Initial Murabaha Contract is completed under the Murabaha DIP Facility.</li><li>▪ For the Murabaha Exit Facility, the date on or after the Closing Date on which all conditions precedent to the Murabaha Exit Facility have occurred and the initial Murabaha Contract is completed under the Murabaha Exit Facility (such date, the "<u>Conversion Date</u>").</li></ul>
<b>Deferred Payment Dates</b>	<ul style="list-style-type: none"><li>▪ The Deferred Payment Date in respect of all Murabaha Contracts under the Murabaha DIP Facility shall be one month after the relevant Transaction Date; <u>provided</u> that no Deferred Payment Date shall extend beyond the DIP Termination Date.</li><li>▪ For the Murabaha Exit Facility, the Deferred Payment Date in respect of all Murabaha Contracts shall be three months after the relevant Transaction Date; <u>provided</u> that no Deferred Payment Date shall extend beyond the Exit Termination Date.</li></ul>
<b>Use of Proceeds</b>	<ul style="list-style-type: none"><li>▪ The proceeds of that portion of the Murabaha DIP Facility funded on the Initial Transaction Date will be used:<ul style="list-style-type: none"><li>(i) in compliance with the disbursement terms of the DIP Budget (subject to the Permitted Variance and Permitted Carryover), to (v) pay transaction costs, profits, fees and expenses which are incurred in connection with the Facilities, including payment of professionals' fees and expenses, (w) to repay all obligations outstanding under the Existing DIP Facility, (x) for working capital and other general corporate purposes (other than the repayment of pre-petition financing obligations except as permitted in the Final DIP Order or the definitive Transaction Documents), (y) for adequate protection payments made to SCB in accordance with the SCB Settlement Order and (z) to pay other amounts, including, without limitation, in connection with investment deal fundings; and</li><li>(ii) to be segregated for the benefit of a trustee appointed under Section 726(b) or 1104 of the Bankruptcy Code, members of the Committee (as defined herein) and Professional Persons (as defined herein) to pay the amounts</li></ul></li></ul>

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	<p>that constitute the Carve Out (as defined herein).</p> <ul style="list-style-type: none"><li>▪ No portion of the Murabaha DIP Facility or the DIP Collateral may be used to commence or prosecute any action, proceeding, or objection with respect to or related to any claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, financing obligations, or obligations that are subjects of the Release (as defined herein).</li><li>▪ The proceeds of the Murabaha Exit Facility shall be used (i) to repay in full the obligations under the Murabaha DIP Facility, (ii) to repay in full the obligations with respect to the SCB Facilities in accordance with the Plan and (iii) for other corporate purposes, in the Purchaser's sole discretion.</li></ul>
<b>Carve Out<sup>6</sup></b>	<ul style="list-style-type: none"><li>▪ <u>"Carve Out"</u> shall mean:<ul style="list-style-type: none"><li>a. any unpaid fees due to the United States Trustee pursuant to 28 U.S.C. § 1930 or otherwise and any fees due to the clerk of the Bankruptcy Court,</li><li>b. the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under section 726(b) or 1104 of the Bankruptcy Code in an aggregate amount not to exceed US\$25,000,</li><li>c. the reasonable expenses of members of the official committee of unsecured creditors (the "<u>Committee</u>") appointed in the chapter 11 cases (excluding fees and expenses of professional persons employed by Committee and / or such Committee member individually) in an amount not to exceed US\$200,000,</li><li>d. to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code (the "<u>Professional Persons</u>"); and the reasonable fees and expenses of the Joint Provisional Liquidators, in each case, that were incurred or accrued through the date upon which AIHL receives from the Investment Agent a written notice of the occurrence of an Event of Default and the intention to invoke the Carve Out (a "<u>Carve Out Notice</u>"), and</li><li>e. to the extent allowed at any time, all fees and expenses of Professional Persons and the Joint Provisional Liquidators</li></ul></li></ul>

<sup>6</sup> For the avoidance of doubt, the Carve Out must be used in full and exhausted prior to the Debtors' use of the US\$1 million professional fee carve out provided for in the SCB Settlement Order.

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	<p>incurred after the date upon which AIHL receives from the Investment Agent actual written receipt of an Event of Default and the intention to invoke the Carve Out, in the aggregate amount not to exceed US\$15,000,000; provided that:</p> <ul style="list-style-type: none"><li>(i) the dollar limitations in clause (e) above on fees and expenses shall not be reduced by the amount of any compensation or reimbursement of expenses incurred by or paid to any Professional Person or the Joint Provisional Liquidator prior to the written notification of AIHL by the Investment Agent of the occurrence of an Event of Default in respect of which the Carve Out is invoked or by any fees, expenses, indemnities, or other amounts paid to the Investment Agent, Participant, or their respective attorneys or agents under the Murabaha DIP Facility or otherwise, and</li><li>(ii) to the extent the dollar limitation in clause (e) on fees and expenses is reduced by an amount as a result of payment of such fees and expenses during the continuation of an Event of Default and after delivery of a Carve Out Notice, and such Event of Default is subsequently cured or waived and the Carve Out Notice is rescinded in writing, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced.</li></ul>
<p><b>Mandatory and Voluntary Prepayments</b></p>	<ul style="list-style-type: none"><li>▪ The Facilities may be prepaid in whole or in part subject to any Administration Fee that may become payable.</li><li>▪ The following mandatory prepayments will be required promptly (unless otherwise set forth herein) following receipt of the relevant proceeds (subject to certain basket amounts to be mutually agreed in the definitive Transaction Documents):<ol style="list-style-type: none"><li>1. <u>Asset Sales</u>: Prepayments in an amount equal to 100% (or, with respect to the sale of Oman Logistics, AIBPD II and Saadiyat Island, 50%) of the cash proceeds (net of reasonable and ordinary transaction costs and expenses, including all fees and expenses payable to or for the account of AIM as a result of such sale in accordance with the terms of the Cooperation Settlement Term Sheet (as defined in the Plan)) of the sale or other disposition of any property or assets of the Obligors or any of their first tier subsidiaries (and such first tier subsidiaries' direct and indirect subsidiaries ("<u>Portfolio Companies</u>")) to the extent constituting the sale of all or substantially all of the assets of such Portfolio Companies); provided that such net cash proceeds received by any</li></ol></li></ul>



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subsidiary of any Obligor will be applied to prepay the Facilities only to the extent that such net cash proceeds (i) have been paid to an Obligor or (ii) could be required to be paid to an Obligor based on the exercise of all of the Obligors' direct or indirect control of such subsidiary, payable no later than the first business day following the date of receipt; provided that, during the 18-month period following the Conversion Date (the "Retention Period"), (i) with respect to such cash proceeds (excluding proceeds from the sale of Oman Logistics, AIBPD II and Saadiyat Island) in an aggregate amount not to exceed \$50 million, up to 50% may be retained in a segregated deposit account subject to a control agreement in favor of the Investment Agent (the "Proceeds Account") so long as the Loan-to-Value/Collateral Coverage Ratio as of the last day of the most recent fiscal quarter pro forma for any dispositions is greater than 2.25x, and (ii) with respect to such cash proceeds (excluding proceeds from the sale of Oman Logistics, AIBPD II and Saadiyat Island) in an aggregate amount not to exceed an additional \$100 million, up to 25% may be retained in the Proceeds Account so long as the Loan-to-Value/Collateral Coverage Ratio as of the last day of the most recent fiscal quarter pro forma for any dispositions is greater than 2.25x. At any time during the Retention Period that the Obligors' cash on hand is less than \$25 million, the Obligors may withdraw (i) up to \$25 million so long as the Loan-to-Value/Collateral Coverage Ratio as of the last day of the most recent fiscal quarter is greater than 2.50x and (ii) the remaining amount so long as the Loan-to-Value/Collateral Coverage Ratio as of the last day of the most recent fiscal quarter is greater than 3.0x. Any amounts remaining in the Proceeds Account (i) following the Retention Period or (ii) following an Event of Default shall be applied as a prepayment.

2. Insurance Proceeds and Extraordinary Events: Prepayments in an amount equal to 100% of the cash proceeds (net of reasonable and ordinary transaction costs and expenses) of insurance paid on account of any loss of any property or assets of the Obligors or any of their first tier subsidiaries (and Portfolio Companies to the extent relating to a loss of all or substantially all of the assets of such Portfolio Companies); provided that such net cash proceeds received by any subsidiary of any Obligor will be applied to prepay the Facilities only to the extent that such net cash proceeds (i) have been paid to an Obligor or (ii) could be required to be paid to an Obligor based on the exercise of all of the Obligors' direct or indirect control of such subsidiary, or of any

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“extraordinary event” (the definition of which is to be agreed, but which shall exclude, for the avoidance of doubt, any equity issued in connection with a confirmed chapter 11 plan for the Debtors), with exceptions following the entry of the Final DIP Order as may be agreed, payable no later than the first business day following the date of receipt.

3. Incurrence of Financing Obligations: Prepayments in an amount equal to 100% of the cash proceeds (net of reasonably and ordinary costs and expenses) received from the incurrence of financing obligations Purchaser or its wholly-owned subsidiaries (other than financing obligations otherwise permitted under the Transaction Documents), payable no later than the first business day following the date of receipt.
4. Chapter 11 Events: The Murabaha DIP Facility must be prepaid in full in cash and cancelled in full on:
  - (a) the effective date of a chapter 11 plan for the Debtors,
  - (b) the date the Bankruptcy Court orders the conversion of the Chapter 11 Case of any Debtor to a chapter 7 liquidation or the dismissal of the Chapter 11 Case of any Debtor, or
  - (c) the date upon which the sale of all or substantially all of the Obligors’ assets is consummated.

For the avoidance of doubt, there shall be no Mandatory Prepayment from the proceeds of (a) any equity raise or issuance of equity securities performed in connection with a chapter 11 plan of reorganization, (b) cash distributions in respect of litigation relating to Falcon Gas Storage Company, Inc. or an escrow account relating thereto or (c) to the extent the obligations under the SCB Facilities remain outstanding, any sale or other disposition of assets upon which then existing obligations in favor of SCB have priority over the Murabaha DIP Facility or Murabaha Exit Facility; provided that the proceeds of such sale or other disposition from such assets are (i) applied to the permanent repayment of the SCB Facilities (no later than the effective date of the Plan, if then outstanding, or if after the effective date of the Plan, the first business day following the date of receipt) and (ii) pending such application are held in escrow or other arrangements satisfactory to the Investment Agent which ensure that such proceeds are utilized for the payment of the SCB Facilities.

Upon any Mandatory Prepayment or Voluntary Prepayment, the Investment Agent in its sole discretion may determine that a rebate of

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	part of the Profit can be made to the Purchaser.
<b>Representations</b>	<ul style="list-style-type: none"><li>▪ The definitive Transaction Documents for the Murabaha DIP Facility will include the following representations and warranties by AIHL and the other Obligors: due organization; requisite power and authority; qualification; equity interests and ownership; due authorization, execution, delivery and enforceability of the Transaction Documents; creation, perfection and priority of security interests; no conflicts; governmental consents; historical and projected financial condition; no Material Adverse Change; absence of material unstayed litigation; payment of post-petition taxes; title to properties; environmental matters; no defaults under post-petition material agreements; Investment Company Act and margin stock matters; compliance with laws; full and accurate disclosure (subject on the Closing Date to the second paragraph of Section 4 of the Commitment Letter), including with respect to voting and proxy rights; Patriot Act and other related matters; anti-bribery conduct; money laundering laws; no immunity; Sharia'a compliance; no objection as to Sharia'a compliance; and no default under third party financing and other material agreements of Portfolio Companies arising from the enforcement of remedies on the Murabaha DIP Facility.</li><li>▪ The definitive Transaction Documents for the Murabaha Exit Facility will include the following representations and warranties by New Arcapita Holdco 2 and the other Obligors: due organization; requisite power and authority; qualification; equity interests and ownership; due authorization, execution, delivery and enforceability of the Transaction Documents; creation, perfection and priority of security interests; no conflicts; governmental consents; historical and projected financial condition; absence of material unstayed litigation; payment of taxes; title to properties; environmental matters; no defaults under material agreements; Investment Company Act and margin stock matters; compliance with laws; full disclosure; Patriot Act and other related matters; anti-bribery conduct; money laundering laws; Sharia'a compliance; no objection as to Sharia'a compliance; and no default under third party financing and other material agreements of Portfolio Companies arising from the enforcement of remedies on the Murabaha Exit Facility.</li></ul>
<b>Affirmative Covenants</b>	<ul style="list-style-type: none"><li>▪ The definitive Transaction Documents for the Murabaha DIP Facility will contain the following affirmative covenants by each of AIHL and the other Obligors (with respect to AIHL, the Obligors and their subsidiaries, but excluding each Transaction Holdco and any entity in which any Transaction Holdco has a direct or indirect equity interest (collectively, the "<u>Transaction Entities</u>")):</li></ul>

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- delivery of the following documents and reports to the Investment Agent for distribution to the Participants, in each case in form and substance reasonably acceptable to the Investment Agent:
  - o financial statements and other reports (including the identification of information as suitable for distribution to public Participants or non-public / private Participants) as well as all press releases and other statements made available to the public;
  - o DIP Budgets and DIP Budget Variance Reports on the fifth business day of each month;
  - o upon the request of the Investment Agent, quarterly conference calls with the chief financial officer (or such other representative reasonably satisfactory to the Investment Agent) of Arcapita to discuss the DIP Budget (and all updates and DIP Budget Variance Reports related thereto) and the status of asset dispositions;
  - o as soon as practicable in advance of filing with the Bankruptcy Court, the proposed form of the Final DIP Order (which must be in form and substance reasonably satisfactory to the Investment Agent), all other proposed orders and pleadings related to the Murabaha DIP Facility (which must be in form and substance reasonably satisfactory to the Investment Agent),<sup>7</sup> amendments to the chapter 11 plan for the Debtors filed on April 25, 2013 (Docket No. 1036; as amended, modified and supplemented in form and substance reasonably satisfactory to the Investment Agent (including all term sheets), the “Plan”) and the disclosure statement related to such plan filed on April 25, 2013 (Docket No. 1038); as amended, modified and supplemented in form and substance reasonably satisfactory to the Investment Agent (including all term sheets);
  - o notices of litigation, defaults and other reasonably requested information (including all documents filed with the Bankruptcy Court) with respect to the

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<sup>7</sup> The Investment Agent hereby acknowledges that, for purposes of this provisions, the protections provided to SCB or in respect of collateral securing the SCB Facilities in the order approving the Existing DIP Facility are in form and substance reasonably satisfactory to the Investment Agent.

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- Obligors and their subsidiaries (excluding Transaction Entities);
- notice of any event, occurrence or circumstance in which a material portion of the Collateral is damaged, destroyed or otherwise impaired or adversely affected;
  - chapter 11 plan;
  - the Debtors shall oppose the approval of any plan, disclosure statement or amendment to any plan or disclosure statement, in each case, that either fails to provide for payment in full in cash of the Murabaha DIP Facility (and termination of all Participations) upon the effective date of such plan, or provides for treatment other than payment in full of the Murabaha DIP Facility without the consent of the Investment Agent and Participants in their discretion; and
  - other affirmative covenants, usual and customary for Sharia'a-compliant debtor-in-possession financings as the Investment Agent shall require.
- The definitive Transaction Documents for the Murabaha Exit Facility will contain the following affirmative covenants by each of New Arcapita Holdco 2 and the other Obligors (with respect to New Arcapita Holdco 2, the Obligors and their subsidiaries (excluding Transaction Entities)):
- delivery of the following documents and reports to the Investment Agent for distribution to the Participants, in each case in form and substance reasonably acceptable to the Investment Agent:
    - financial statements, financial projections for the following three years and other reports (including the identification of information as suitable for distribution to public Participants or non-public / private Participants) as well as all press releases and other statements made available to the public;
    - Exit Budgets and Exit Budget Variance Reports no later than the 30th day following the end of each quarter;
    - upon the request of the Investment Agent, quarterly conference calls with the chief financial officer of New Arcapita Holdco 2 (or such other representative

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	<p>reasonably satisfactory to the Investment Agent) to discuss the Exit Budget (and all updates and Exit Budget Variance Reports related thereto) and the status of asset dispositions;</p> <ul style="list-style-type: none"> <li>○ notices of litigation, defaults and other reasonably requested information with respect to the Obligors and their subsidiaries (excluding Transaction Entities);</li> <li>○ notice of any event, occurrence or circumstance in which a material portion of the Collateral is damaged, destroyed or otherwise impaired or adversely affected;</li> </ul> <p>- other affirmative covenants, usual and customary for Sharia'a-compliant financings as the Investment Agent shall require.</p>
<b>Negative Covenants</b>	<ul style="list-style-type: none"> <li>▪ The definitive Transaction Documents for the Murabaha DIP Facility will contain the following negative covenants by each of AIHL and the other Obligors (with respect to AIHL, the Obligors and their subsidiaries (excluding Transaction Entities)): limitations with respect to other financing obligations; liens; negative pledges; capital expenditures; restricted junior payments (e.g. no dividends, redemptions or voluntary payments on certain financing obligations); restrictions on subsidiary distributions; investments (but permitting investments in current Portfolio Companies to the extent contractually required or otherwise permitted by the Transaction Documents in an amount to be agreed), mergers and acquisitions; sales of assets (including subsidiary interests); sales and lease-backs; transactions with affiliates; conduct of business; permitted activities of the Obligors and their subsidiaries; amendments and waivers of organizational documents, junior financing obligations and other material contracts; use of proceeds in violation of the Foreign Corrupt Practices Act; and changes to fiscal year, including, in each case, exceptions and baskets to be mutually agreed upon (including exceptions permitting the wind down of PointPark Properties s.r.o. so long as no default or Event of Default is continuing).</li> <li>▪ The definitive Transaction Documents for the Murabaha Exit Facility will contain the following negative covenants by each of New Arcapita Holdco 2 and the other Obligors (with respect to New Arcapita Holdco 2, the Obligors and their subsidiaries (excluding Transaction Entities)): limitations with respect to other financing obligations; liens; negative pledges; capital expenditures; restricted junior payments (e.g. no dividends, redemptions or voluntary payments on certain financing obligations); restrictions on subsidiary</li> </ul>

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	<p>distributions; investments, mergers and acquisitions; sales of assets (including subsidiary interests); sales and lease-backs; transactions with affiliates; conduct of business; permitted activities of the Obligors and their subsidiaries; amendments and waivers of organizational documents, junior financing obligations and other material contracts; use of proceeds in violation of the Foreign Corrupt Practices Act; and changes to fiscal year, including, in each case, exceptions and baskets to be mutually agreed upon (including exceptions permitting the wind down of PointPark Properties s.r.o. so long as no default or Event of Default is continuing).</p>
<b>Financial Covenants</b>	<ul style="list-style-type: none"> <li>▪ Minimum Liquidity of US\$15,000,000 (at all times) (including any undrawn portion of the Murabaha DIP Facility or Murabaha Exit Facility, as applicable), and</li> <li>▪ Loan-to-Value/Collateral Coverage Ratio of not less than 2.00x to be tested quarterly on terms and based on valuations to be agreed; provided that such covenant for the first quarter ending after the Closing Date shall be tested based on the values set forth on Annex D attached hereto.</li> </ul>
<b>Conditions Precedent to the Murabaha Contracts</b>	<ul style="list-style-type: none"> <li>▪ Conditions to the transactions pursuant to the Initial Murabaha Contract: <ul style="list-style-type: none"> <li>○ The obligations of the Investment Agent (on behalf of the Participants) to make, or cause one of their respective affiliates to enter into, the Initial Murabaha Contract under the Murabaha DIP Facility on the Initial Transaction Date will be subject to the applicable conditions precedent listed on Annex C attached hereto, and such other conditions as set forth herein (in each case, as determined by the Investment Agent in its sole discretion);</li> </ul> </li> <li>▪ Conditions to the transactions pursuant to each Murabaha Contract: <ul style="list-style-type: none"> <li>○ The conditions to all Murabaha Contracts will include requirements relating to prior written notice of an intention to purchase Commodities, maximum cash balances, the accuracy of representations and warranties and, prior to and after giving effect to the effectiveness of the Murabaha DIP Facility or Murabaha Exit Facility, as applicable, and any Murabaha Contract, the absence of any default or Event of Default, unless waived by the Investment Agent (acting at the discretion of Participants holding more than 50% of the Participations and commitments with respect thereto). Such conditions shall also include the following: <ul style="list-style-type: none"> <li>(a) with respect to any Murabaha Contract under the Murabaha DIP Facility, the Final DIP Order, as the</li> </ul> </li> </ul> </li> </ul>

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	<p>case may be, shall be in full force and effect, and shall not have been reversed, modified, amended, stayed, vacated or subject to a stay pending appeal; and</p> <p>(b) with respect to any Murabaha Contract:</p> <p>(i) the Debtors shall have paid the balance of all fees then due and payable as referenced herein; and</p> <p>(ii) no Broker Disruption Event has occurred or is continuing (for these purposes, a “<u>Broker Disruption Event</u>” means that the Investment Agent is unable, after using commercially reasonable efforts, to enter into or maintain a purchase and sale agreement with the Seller (or an acceptable replacement), including where Commodities cannot be sourced for the purposes of a Murabaha Contract).</p> <p>▪ <b>Conditions to Conversion to Murabaha Exit Facility</b></p> <p>The outstanding Murabaha DIP Facility shall be paid off and satisfied from the proceeds of a new Murabaha exit facility to be provided by the Investment Agent and the Participants (collectively, the “<u>Murabaha Exit Facility</u>”). The obligations of the Investment Agent (on behalf of the Participants) to make, or cause one of their respective affiliates to provide the Murabaha Exit Facility will be subject to (i) compliance with a Collateral Coverage test based on KPMG valuations and (ii) the applicable conditions precedent listed on Annex C attached hereto.</p>
<b>Events of Default</b>	<p>▪ The Murabaha DIP Facility shall contain events of default customary or appropriate in the context of the proposed Murabaha DIP Facility, including:</p> <ul style="list-style-type: none"><li>- The entry of an order dismissing the case or converting any Debtor’s<sup>8</sup> chapter 11 case to a chapter 7 case;</li><li>- The entry of an order appointing a chapter 11 trustee in any Debtor’s case or an examiner with enlarged powers under section 1106 of the Bankruptcy Code;</li><li>- The entry of an order granting any other claim (other than (i) the claims of SCB related to the SCB Facilities and (ii) claims surviving termination of the Existing DIP Facility) superpriority</li></ul>

<sup>8</sup> For the avoidance of doubt, Falcon Gas Company, Inc. shall not be included as a “Debtor” or “Obligor” for purposes of determining the Events of Default



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status or a lien equal or superior to that granted to the prospective Investment Agent for the ratable benefit of the Participants;

- The entry of an order staying, reversing, vacating, or modifying the Murabaha DIP Facility or the Final DIP Order without the Investment Agent's prior written consent;
- The failure of AIHL to pay the Deferred Payment Price or any other amounts when due;
- Any material adverse event in the pending insolvency proceedings of AIHL before the Grand Court of the Cayman Islands (the "Cayman Proceeding"). For purposes of this clause, a "material adverse event" means any event, change, effect, development, circumstance or condition that has caused or could reasonably be expected to cause a material adverse change, material adverse effect on and/or material adverse developments with respect to (i) the business, assets, liabilities, operations, management, condition (financial or otherwise), or results of operations of the Obligors and their subsidiaries taken as a whole; (ii) the ability of any Obligor to fully and timely perform its obligations under the Transaction Documents; (iii) the legality, validity, binding effect or enforceability against any Obligor of any Transaction Document to which it is a party; or (iv) the rights, remedies and benefits available to, or conferred upon, any Investment Agent or any Participant under any Transaction Document;
- The failure of any Obligor to comply with financial or other covenants;
- Any representation or warranty by any Obligor shall be incorrect in any material respect when made;
- The entry of an order granting relief from the automatic stay so as to allow a third party to proceed against any asset of any of the Obligors with a value in excess of US\$100,000,000;
- The violation of any material term, provision or condition in the Final DIP Order;
- The default under another agreement or instrument of financing obligations, including any default under the SCB Settlement Order, provided that it shall not constitute an Event of Default if the aggregate amount owed resulting from such default is less than \$10,000,000;
- The failure to satisfy or stay execution of judgments in excess of specified amounts;
- Any Obligor shall seek to repudiate any obligation under the

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- Murabaha DIP Facility, or any such obligation shall cease to be legal, valid or enforceable in any material respect;
- The impairment of a security interest in collateral (other than immaterial portions of collateral);
  - The invalidity of guarantees or any obligation or security;
  - The occurrence of a “change of control” (to be defined in a mutually agreed upon manner);
  - The entry of an order or filing authorizing, approving, granting or seeking (A) additional post-petition financing not otherwise permitted, (B) any liens on the Collateral not otherwise permitted, (C) modification of the Commitment Letter, or (D) any action adverse to the Investment Agent or any Participant or their rights and remedies or their interest in the Collateral;
  - The commencement of any action, adversary proceeding or motion against any of the Investment Agent or any Participant by or on behalf of any Debtor or any of its affiliates, officers or employees;
  - The Final DIP Order shall cease to be in full force and effect or shall have been reversed, modified, amended, stayed, vacated or subject to a stay pending appeal, in the case of any modification or amendment, without the prior written consent of the Investment Agent;
  - The allowance of any claim under Section 506(c) of the Bankruptcy Code or otherwise against any or all of the Investment Agent, the Participants and the Collateral; and
  - The filing by the Debtors or any other person or party of any chapter 11 plan or related disclosure statement or any direct or indirect amendment to such plan or disclosure statement, or the entry of an order confirming any plan of reorganization or approving any disclosure statement or approving any amendment (in each case, whether or not proposed by the Debtors), in each case that (i) fails to provide for payment in full in cash of the Murabaha DIP Facility (and termination of all Participations) upon the effective date of such plan, (ii) fails to provide for the conversion of the Murabaha DIP Facility into the Murabaha Exit Facility or (iii) treats the claims of the Investment Agent and Participants in any other manner to which they do not consent in their discretion.
- The Murabaha Exit Facility shall contain events of default customary or appropriate in the context of the proposed Murabaha Exit Facility, including (subject to materiality and cure periods to be agreed):
    - The failure of New Arcapita Holdco 2 to pay the Deferred
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	<p>Payment Price or any other amounts when due;</p> <ul style="list-style-type: none"><li>- The failure of any Obligor to comply with financial or other covenants;</li><li>- Any representation or warranty by any Obligor shall be incorrect in any material respect when made;</li><li>- The default under any other agreement or instrument of financing obligations, including any default under the SCB Facilities (to the extent then outstanding) or the Sukuk Facility;</li><li>- The failure to satisfy or stay execution of judgments in excess of specified amounts;</li><li>- Insolvency;</li><li>- Insolvency proceedings;</li><li>- Creditors' process;</li><li>- Material litigation;</li><li>- Any Obligor shall seek to repudiate any obligation under the Murabaha Exit Facility, or any such obligation shall cease to be legal, valid or enforceable in any material respect.</li><li>- The impairment of a security interest in collateral;</li><li>- The invalidity of guarantees or any obligation or security;</li><li>- The occurrence of a "change of control" (to be defined in a mutually agreed upon manner);</li><li>- Any Put Failure (as defined in the Cooperation Term Sheet) by Reorganized Arcapita (as defined in the Cooperation Term Sheet) for any Transaction Holdco in which Reorganized Arcapita is the Majority Investor (as defined in the Cooperation Term Sheet); and</li><li>- The commencement of an administration or similar regulatory proceeding, or appointment of an asset manager, receiver, custodian, trustee or similar official, with respect to any Obligor, Arcapita Bank B.S.C.(c), New Arcapita Topco or any material direct or indirect wholly-owned subsidiaries or Arcapita Bank B.S.C.(c) and/or New Arcapita Topco, in each case that is either (i) commenced voluntarily or (ii) commenced involuntarily and is not withdrawn, vacated or dismissed for 30 calendar days.</li></ul>
<b>Remedies</b>	<ul style="list-style-type: none"><li>▪ The Murabaha DIP Agreement and Final DIP Order shall contain remedies customary or appropriate to be determined in the context of the proposed Murabaha DIP Facility, including, without limitation, foreclosing on the DIP Collateral.</li><li>▪ The Murabaha Exit Agreement shall contain remedies customary or</li></ul>

**MURABAHA FACILITIES TERM SHEET**

	<p>appropriate to be determined in the context of the proposed Murabaha Exit Facility, including, without limitation, foreclosing on the Collateral.</p>
<p><b>Release and Indemnification</b></p>	<ul style="list-style-type: none"> <li>▪ The Obligors will provide customary releases and exculpations for any claims, demands, liabilities, responsibilities, disputes, remedies causes of action, financing obligations, or obligations related to or arising out of the Murabaha DIP Facility and/or the Murabaha Exit Facility (the “<u>Release</u>”).</li> <li>▪ The Murabaha DIP Facility and Murabaha Exit Facility will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Investment Agent and the Participants which provisions shall expressly survive the effective date of any chapter 11 plan for the Debtors and any discharge of the Debtors.</li> </ul>
<p><b>Transfers by Participants</b></p>	<ul style="list-style-type: none"> <li>▪ Participants shall be able to transfer freely their Participations in a Sharia’a-compliant manner to other entities without the Obligors’ consent. Participants may assign all or, in an amount of not less than an amount to be agreed, of their Participations to Affiliated Funds thereof (or of other Participants) and, with the consent of the Investment Agent (not to be unreasonably withheld), to one or more banks, financial entities or other entities that are eligible assignees (other than natural persons).</li> </ul>
<p><b>Governing Law and Jurisdiction</b></p>	<ul style="list-style-type: none"> <li>▪ The Murabaha DIP Agreement will provide that the parties will submit to (i) the non-exclusive jurisdiction and venue of the Bankruptcy Court, and (ii) solely to the extent the Bankruptcy Court does not exert jurisdiction or venue, the exclusive jurisdiction and venue of the courts of England.</li> <li>▪ The Murabaha Exit Agreement will provide that the parties will submit to the exclusive jurisdiction and venue of the courts of England.</li> <li>▪ English law will govern the Transaction Documents, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.</li> </ul>
<p><b>Transaction Documents</b></p>	<ul style="list-style-type: none"> <li>▪ Transaction Documents to be based on Loan Market Association (LMA) standard form documents, adopted for the purposes of a Sharia’a-compliant Murabaha facility.</li> </ul>