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**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	:	

**NOTICE OF FILING OF PROPOSED ORDER CONFIRMING THE DEBTORS’
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, the Debtors hereby file the proposed Order Confirming 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 “**Proposed Confirmation Order**”). A copy of the Proposed Confirmation Order is attached hereto as Exhibit 1.

Dated: New York, New York
June 10, 2013

Respectfully submitted,

/s/ Michael A. Rosenthal

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EXHIBIT 1

**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**
-----X

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING THE SECOND AMENDED JOINT PLAN OF REORGANIZATION OF
ARCAPITA BANK B.S.C.(c) AND RELATED DEBTORS UNDER CHAPTER 11 OF
THE BANKRUPTCY CODE**

Arcapita Bank B.S.C.(c) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), having proposed and 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*, dated as of April 25, 2013 (Docket No. 1036) (as subsequently amended, modified, or supplemented, the “**Filed Plan**”); and the *Disclosure Statement with Respect to Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code*, dated April 25, 2013 (as amended, the “**Disclosure Statement**”) and the Ballots¹ for voting on the Filed Plan, having been approved by the Court, and transmitted to Holders of Claims in Classes 2(a)-(f), Classes 4(a)-(b), Classes 5(a)-(b), Class 5(g), Class 6(a), Classes 7(a)-(b), Class 7(g), Classes 8(a) and 8(g), and Class 9(g) in accordance with that certain *Order (I) Approving the Disclosure Statement and the Form and Manner of Notice of the Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling a Confirmation Hearing, and (IV) Establishing Notice and*

¹ All capitalized terms used and not otherwise defined in this Confirmation Order shall have the meanings ascribed to them in the Plan (as defined below).

Objection Procedures For Confirmation of the Debtors' Joint Chapter 11 Plan, dated April 26, 2013 (Docket No. 1045) (the “**Disclosure Statement Approval Order**”); and the Debtors having mailed *Notices of (I) Assumption and Possible Assignment of Executory Contracts and Unexpired Leases, (II) Cure Amounts, and (III) Deadline to Object to Cure Amounts and Assumption and Assignment* (each a “**Cure Notice**” and collectively, the “**Cure Notices**”) as evidenced by the Affidavit of Donna M. Zeiser on behalf of The Garden City Group, Inc., dated May 24, 2013 (Docket No. 1155); and the Debtors having filed the Assumed Executory Contract and Unexpired Lease List (Docket No. [__]); and due notice of the Confirmation Hearing having been provided to Holders of Claims against and Interests in the Debtors and other parties in interest, in compliance with the Disclosure Statement Approval Order, the Bankruptcy Code, and the Bankruptcy Rules, as established by the following affidavits: (i) the Affidavit of Jeffrey S. Stein on behalf of The Garden City Group, Inc., dated May 8, 2013 (Docket No. 1076) (describing service of the Solicitation Materials (as defined below), including notices of non-voting status) (the “**Solicitation Affidavit**”); (ii) the Amended Declaration of Jeffrey S. Stein on behalf of The Garden City Group, Inc., Certifying the Methodology for the Tabulation of and Results of Voting with Respect to the Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code, dated June 3, 2013 (Docket No. 1193) (describing the methodology for the tabulation of and results of voting with respect to the Plan) (the “**Tabulation Affidavit**”); (iii) (a) the Affidavit of Publication in *The Wall Street Journal* (Global Edition), dated May 6, 2013 (Docket No. 1136) and (b) the Affidavit of Publication in *The Financial Times*, dated May 6, 2013 (Docket No. 1135); and such notice being sufficient under the circumstances and no further notice being required; and based upon and after consideration of (i) the *Declaration of Henry A. Thompson, in Support of Confirmation*

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, dated June 6, 2013 (Docket No. 1219) (the “**Thompson Declaration**”); (ii) the *Declaration of Matthew Kvarda in Support of Confirmation of Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 6, 2013 (Docket No. 1220) (the “**Kvarda Declaration**”); (iii) the *Declaration of Bernard Douton in Support of Confirmation of Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 6, 2013 (Docket No. 1221) (the “**Douton Declaration**”); (iv) the *Declaration of Matthew Bonanno 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* (Docket No. 1222) (the “**Bonanno Declaration**”), and (v) the *Declaration of Jeffrey S. Stein on behalf of The Garden City Group, Inc., Certifying the Tabulation of Shareholder Acknowledgment and Assignment the Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code*, dated June 5, 2013 (Docket No. 1202) (describing the methodology for the results of the share transfers with respect to Holders of Arcapita Bank Shares) (the “**Shareholder Acknowledgment and Assignment Affidavit**”); and the Debtors having filed their *Memorandum of Law in Support of Confirmation of Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code* with this Court on June 6, 2013 (Docket No. 1218) (the “**Confirmation Memorandum**”); and the Court having considered the Confirmation Memorandum; and the Court, having reviewed and considered the entire record of the Confirmation Hearing, including, without limitation, the Plan, the Disclosure Statement, the Disclosure Statement Approval Order, the Thompson Declaration, the Kvarda

Declaration, the Douton Declaration, the Bonanno Declaration, the Shareholder Acknowledgement and Assignment Affidavit, the Exit Facility, and all related documents; and the Court being familiar with the Plan and other relevant factors affecting the Chapter 11 Cases; and the Court being fully familiar with, and having taken judicial notice of, the entire record of the Chapter 11 Cases; and upon the arguments of counsel and the evidence adduced at the Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED that:

A. **Findings and Conclusions.** The findings and conclusions set forth in this Confirmation Order and in the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Chapter 11 Petitions.** On March 19, 2012, each of the Debtors (except Falcon) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. On March 22, 2012, the Court ordered the consolidation of the Chapter 11 Cases for procedural purposes, and the Court is administering the Chapter 11 Cases jointly pursuant to Bankruptcy Rule 1015(b). On April 30, 2012, Falcon filed a voluntary petition for relief under chapter 11 of the Bankruptcy with the Court, and on June 12, 2012, the Court entered an order directing, among other things, joint administration of Falcon's chapter 11 case with those of the other Debtors. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or

examiner has been appointed in these Chapter 11 Cases. On April 5, 2012, the U.S. Trustee appointed the Committee pursuant to section 1102 of the Bankruptcy Code.

C. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)).

The Court has jurisdiction over the Chapter 11 Cases under 28 U.S.C. §§ 157 and 1334.

Confirmation of the Plan is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (L) over which the Court has exclusive jurisdiction. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

D. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly-appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and argument made, proffered, or adduced at the hearings held before the Court during the Chapter 11 Cases.

E. Technical Modifications of the Plan. On [____], 2013, the Debtors filed a version of their proposed plan of reorganization that incorporates technical modifications (collectively, the “*Modifications*”) made to the Plan (Docket No. [____]), with a “blackline comparison,” showing all of the modifications made to the Filed Plan (the Filed Plan, as so modified, the “*Plan*”). The Court has reviewed the Modifications made to the Plan, and finds that the modifications are not material and/or are not adverse to any party in interest, and the Debtors shall not be required to solicit new acceptances of the Plan from the Holders of Claims and Interests eligible to vote to accept or reject the Plan. Accordingly, the Plan complies with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

F. **Burden Of Proof.** The Debtors, as proponents of the Plan, have met their burden of proving by a preponderance of the evidence the elements of sections 1129(a), and, to the extent necessary, 1129(b) of the Bankruptcy Code.

G. **Solicitation of Votes.** Votes for acceptance or rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations. All procedures used to distribute Ballots to the applicable Holders of Claims and to tabulate the Ballots were fair and reasonable and conducted in accordance with the Disclosure Statement Approval Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

H. **Notice of Confirmation Hearing.** The Debtors have given proper and sufficient notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d). Due, adequate, and sufficient notice of the Confirmation Hearing, along with the deadlines for voting on or filing objections to the Plan, has been given to all known Holders of Claims and Interests substantially in accordance with the procedures set forth in the Disclosure Statement Approval Order. The notice of the Confirmation Hearing, the Disclosure Statement, the Plan and appropriate Ballots were transmitted and served in substantial compliance with the Disclosure Statement Approval Order, and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations, and such transmittal and service were adequate and sufficient under the circumstances. In addition, notice of the Confirmation Hearing was published in the *Wall Street Journal* (Global Addition) and *The Financial Times* in compliance with the Disclosure Statement Approval Order and the applicable provisions of the

Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations, and such publication notice was adequate and sufficient under the circumstances.

I. **Plan Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies each of the Debtors as proponents of the Plan, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(a) **Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)).** In addition to Administrative Claims, Priority Tax Claims, Professional Compensation Claims, and DIP Facility Claims, which need not be classified, the Plan designates 48 Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in such Class. Valid business, factual, and legal reasons exist for separately classifying the various Claims and Interests under the Plan. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) **Specify Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article III of the Plan specifies that Classes 1(a)-(g), 3(a)-(g), 5(c)-(f), 7(c)-(f), and 9(a)-(f) are unimpaired under the Plan. Thus, the requirements of section 1123(a)(2) of the Bankruptcy Code are satisfied.

(c) **Specify Treatment Of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article III of the Plan designates Classes 2(a)-(g) (SCB Claims), Classes 4(a)-(b) (Syndicated Facility Claims and Arcsukuk Claims), Classes 5(a), (b), and (g) (General Unsecured Claims), Class 6(a) (Convenience Claims), Classes 8(a), (b), and (g) (Intercompany Claims), Class 9(g) (Interests in Falcon), and Classes 10(a) and (b) (Super-Subordinated Claims) as impaired and specifies the treatment of Claims and Interests, as applicable, in those Classes. Thus, the requirements of section 1123(a)(3) of the Bankruptcy Code are satisfied.

(d) **No Discrimination (11 U.S.C. § 1123(a)(4)).** The Plan provides for the same treatment for each Claim or Interest in each Class, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Thus, the requirements of section 1123(a)(4) of the Bankruptcy Code are satisfied.

(e) **Implementation of the Plan (11 U.S.C. § 1123(a)(5)).** The Plan and the various documents and agreements set forth in the Plan Supplement, including the Exit Facility, provide adequate and proper means for the Plan's implementation. Thus, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

(f) **Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).** Article VII of the Plan provides that the New Governing Documents of the Reorganized Debtors and the New Holding Companies shall prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Thus, the requirements of section 1123(a)(6) of the Bankruptcy Code are satisfied.

(g) **Selection Of Officers And Directors (11 U.S.C. § 1123(a)(7)).** Pursuant to Article VII of the Plan, the Debtors properly and adequately disclosed or otherwise identified the members of the New Boards, as well as the officers, directors, managers or other responsible persons with respect to the New Holding Companies and the Reorganized Debtors. Thus, the requirements of section 1123(a)(7) of the Bankruptcy Code are satisfied.

(h) **Additional Plan Provisions (11 U.S.C. § 1123(b)).** The Plan's other provisions are appropriate, in the best interests of the Debtors and their Estates and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (i) the assumption or rejection of executory contracts and unexpired leases, (ii) the Reorganized Debtors' retention of the Causes of Action (other than the Released Actions)

whether arising before or after the Petition Date, and (iii) the Reorganized Debtors' entry into the Exit Facility.

(i) **Releases, Exculpations, and Injunctions.** The Plan's and Exit Facility's provisions related to (a) the releases granted in favor of the Released Parties, whether by the Debtors or by the Holders of Claims that actually voted upon the Plan and did not elect to opt out of the Third Party Releases, (b) the exculpation of the Exculpated Parties with respect to actions related to or taken in furtherance of the Chapter 11 Cases, (c) the injunctions enforcing the foregoing releases and exculpations, as well as the discharge of Claims against the Debtors (other than Falcon), and (d) the releases granted in favor of the Exit Facility Arranger, the Exit Facility Investment Agent, the Exit Facility Collateral Agent and the Exit Facility Participants in accordance with Clause 2.5 of the Exit Facility, in each case, are in the best interests of the Debtors and their Estates, and are not forbidden by law, including, without limitation, the Bankruptcy Code, and applicable case law.

(j) **Compliance With Bankruptcy Rule 3016.** The Plan is dated and identifies the Debtor entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

J. **Debtors' Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(2)).** The Debtors have complied with the applicable provisions of the Bankruptcy Code except as otherwise provided or permitted by orders of the Court, thereby satisfying section 1129(a)(2) of the Bankruptcy Code.

K. **Plan Proposed In Good Faith (11 U.S.C. § 1129(a)(3)).** The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the Plan and the

process leading to its formulation. The Debtors filed the Chapter 11 Cases and proposed the Plan with legitimate and honest purposes including, among other things, (i) the de-leveraging of the Debtors' balance sheet, and (ii) the preservation of the value of the Debtors' investment portfolios and maximization of value to creditors.

L. **Payments For Services Or Costs And Expenses (11 U.S.C. § 1129(a)(4)).** All payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

M. **Directors, Officers, And Insiders (11 U.S.C. § 1129(a)(5)).** The Debtors have disclosed the identities of the initial members of the New Boards, as well as the officers, directors, managers, or other responsible persons with respect to the New Holding Companies and the Reorganized Debtors after the Effective Date. The appointment of these individuals to such offices is consistent with the interests of Holders of Claims against and Interests in the Debtors and with public policy. The identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of such insider's compensation have also been disclosed, to the extent applicable. Thus, the Plan complies with section 1129(a)(5) of the Bankruptcy Code.

N. **No Rate Changes (11 U.S.C. § 1129(a)(6)).** The Plan does not provide for any rate change that requires regulatory approval. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable.

O. **Best Interests Of Creditors (11 U.S.C. § 1129(a)(7)).** The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached as Exhibit B to the

Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each Holder of a Claim in an Impaired Class has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

P. Acceptance Or Rejection By Certain Classes (11 U.S.C. § 1129(a)(8)). The Claims in Classes 1(a)-(g), 3(a)-(g), 5(c)-(f), 7(c)-(f), and 9(a)-(f) are Unimpaired under the Plan, and pursuant to section 1126(f) of the Bankruptcy Code, their Holders are conclusively presumed to have accepted the Plan. Classes 2(a)-(f) (SCB Claims), Classes 4(a)-(b) (Syndicated Facility Claims and Arcsukuk Claims), Classes 5(a), (b), and (g) (General Unsecured Claims), Class 6(a) (Convenience Claims), Classes 7(a), (b), and (g) (Intercompany Claims), and Class 9(g) (Interests in Falcon) are Impaired by the Plan and their Holders have accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code. Classes 8(a) and (g) (Subordinated Claims) have rejected the Plan and Classes 10(a) and (b) (Super-Subordinated Claims) are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although section 1129(a)(8) of the Bankruptcy Code is not satisfied with respect to the rejecting Classes identified above (collectively, the “*Non-Accepting Classes*”), the Plan may nevertheless be confirmed because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to each Non-Accepting Class. Section 5.3 of the Plan contemplates the non-consensual confirmation of the Plan.

Q. Treatment Of Administrative, Priority and Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of DIP Facility Claims, Administrative Expense Claims, Priority

Tax Claims, Ad Hoc Group Fees, and Professional Compensation Claims pursuant to Article II of the Plan satisfies the requirements of sections 1129(a)(9)(A), (B), and (C) of the Bankruptcy Code.

R. **Acceptance By Impaired Class (11 U.S.C. § 1129(a)(10)).** Classes 2(a)-(f) (SCB Claims), Classes 4(a)-(b) (Syndicated Facility Claims and Arcsukuk Claims), Classes 5(a), (b), and (g) (General Unsecured Claims), Class 6(a) (Convenience Claims), Classes 7(a), (b), and (g) (Intercompany Claims), and Class 9(g) (Interests in Falcon) are Impaired Classes that accepted the Plan (collectively, the “*Accepting Classes*”). No insiders hold Claims in Classes 2(a)-(f), 4(a)-(b), or 5(g). Therefore, the requirement of section 1129(a)(10) of the Bankruptcy Code that at least one Class of Claims against or Interests as to each of the Debtors that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, has been satisfied.

S. **Feasibility (11 U.S.C. § 1129(a)(11)).** The projections set forth in Exhibit C of the Disclosure Statement and other evidence proffered or adduced by the Debtors prior to or at the Confirmation Hearing with respect to feasibility (i) are persuasive and credible, (ii) have not been controverted by other evidence or challenged in any objection, and (iii) establish that confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Reorganized Debtors, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

T. **Payment of Fees (11 U.S.C. § 1129(a)(12)).** All fees payable under section 1930 of title 28, United States Code, as determined by the Court, have been paid or will be paid on or before the Effective Date pursuant to Article XII of the Plan, thus satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

U. **Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)).** The Plan provides for the continuation of payment of all “retiree benefits,” as defined in section 1114(a) of the Bankruptcy Code, if any, at previously established levels. Thus, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

V. **Domestic Support Obligations (11 U.S.C. § 1129(a)(14)).** The Debtors are not required to pay any domestic support obligations. Thus, section 1129(a)(14) of the Bankruptcy Code is not applicable.

W. **Individual Cases Subject to Objection by Unsecured Creditor (11 U.S.C. § 1129(a)(15)).** None of the Debtors is an individual. Thus, section 1129(a)(15) of the Bankruptcy Code is not applicable.

X. **Transfers of Property Pursuant to Non-Bankruptcy Law (11 U.S.C. § 1129(a)(16)).** All transfers of property under the Plan shall be made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust. Thus, the Plan satisfies section 1129(a)(16) of the Bankruptcy Code.

Y. **No Unfair Discrimination; Fair and Equitable Treatment (11 U.S.C. § 1129(b)).** The Plan does not discriminate unfairly, and is fair and equitable, with respect to the Non-Accepting Classes. Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation Hearing, the Plan does not discriminate unfairly with respect to the Non-Accepting Classes as required by section 1129(b)(1) of the Bankruptcy Code, because all Claims in the Non-Accepting Classes are treated similarly to Claims or Interests in other respective Classes of equal rank. Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation Hearing, the Plan is fair and equitable with respect to the Non-

Accepting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because no Claims or Interests junior to those in the Non-Accepting Classes will receive distributions under the Plan on account of such Claims or Interests, and no Holder of a Claim or Interest senior to the Claims or Interests, as applicable, in the Non-Accepting Classes shall receive more than full recovery on account of its Claim or Interest. Thus, the Plan may be confirmed notwithstanding the deemed rejection of, or vote to reject, the Plan by the Non-Accepting Classes.

Z. **Only One Plan (11 U.S.C. § 1129(c)).** The Plan is the only chapter 11 plan of reorganization currently proposed in the Chapter 11 Cases, and there is no other chapter 11 plan of reorganization in the Chapter 11 Cases for which there is an unrevoked order confirming such plan. Thus, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

AA. **Principal Purpose (11 U.S.C. § 1129(d)).** The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of section 5 of the Securities Act, and no governmental unit has objected to the confirmation of the Plan on any such grounds. Thus, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

BB. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** Based on the record before the Court in the Chapter 11 Cases, the Debtors and their directors, officers, employees, equity holders, agents, advisors, accountants, financial advisors, consultants, attorneys, and other representatives have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125(e) of the

Bankruptcy Code and the injunction and exculpation provisions set forth in Article IX of the Plan.

CC. Assumption, Assignment, and Rejection (11 U.S.C. § 1123(b)(2)) Article VI of the Plan governing the assumption and rejection of executory contracts and unexpired leases meets the requirements of section 365(b) of the Bankruptcy Code. There have been no unresolved objections to the Debtors' assumption and assignment (if applicable) of executory contracts and unexpired leases pursuant to the Plan. The assumption and assignment (if applicable) of the Debtors' executory contracts and unexpired leases pursuant to the Plan is in the Debtors' valid business judgment, and the Debtors, the Reorganized Debtors, the New Holding Companies (or any of their subsidiaries) and all other assignees of an assumed Executory Contract or Unexpired Lease have provided adequate assurance of future performance (as that term is used in section 365 of the Bankruptcy Code) under the executory contracts and unexpired leases to be assumed and assigned (if applicable). No further adequate assurance of future performance is required.

DD. Cure of Defaults (11 U.S.C. § 1123(d)). The cure amounts set forth in the Cure Notices have been determined in accordance with the underlying agreements and applicable bankruptcy and non-bankruptcy law. Any counterparty to an executory contract or unexpired lease that received a Cure Notice and failed to object, whether formally or informally, to the proposed assumption and related cure amount by May 30, 2013 at 4:00 p.m. (prevailing U.S. Eastern Time), or by such other time mutually agreed to between the Debtors and such counterparty, shall be deemed to have assented to such assumption and the cure amount set forth in the applicable Cure Notice, which amount shall constitute the Allowed Cure Claim with respect to the applicable executory contract or unexpired lease.

EE. **Plan Settlements.** Pursuant to section 1123(b)(3)(A), the Plan may incorporate settlements of claims or interests. The Plan incorporates several settlements by and among the Debtors and between the Debtors and various other third-parties in connection with reaching a consensual resolution of the terms of the Plan (the “*Plan Settlements*”). The Plan Settlements, including, without limitation, (i) the resolution regarding the allocation among the Debtors of net value to be received from future exits from the Debtors’ portfolio of investment assets, (ii) the resolution regarding the allocation among the Debtors of administrative expenses incurred during, or as a result of, the Chapter 11 Cases, (iii) the resolution between Arcapita Bank and AIHL with respect to the Lusail Transactions, (iv) the resolution of the value allocation risk of substantive consolidation of some or all of the Debtors, (v) the resolution regarding the treatment of certain intercompany balances owing between Debtor entities, (vi) the resolution regarding the value of Arcapita Bank’s control over portfolio investments, (vii) the resolution regarding the value of Avoidance Actions held by the Debtors, and (viii) the resolution regarding the treatment of the SCB Claims under the Plan, are an integral part of the Plan, have been investigated by the Debtors and discussed with the Committee, the JPLs and their respective professionals, were negotiated in good faith and at arm’s-length and, taken as a whole, are within the range of reasonableness.

FF. **SCB Plan Settlement.** The SCB Plan Settlement is the product of extensive good faith, arm’s-length negotiations between the Debtors, the Committee, and SCB, and represents the parties’ good faith compromise of potential disputes related to the treatment of the SCB Claims under the Plan. The SCB Plan Settlement is fair and equitable and advances the paramount interests of the creditors of the Debtors’ estates and should be approved.

GG. **HQ Settlement.** The HQ Settlement has been negotiated in good faith and at arm's-length and is within the range of reasonableness.

HH. **Senior Management Global Settlement.** The Senior Management Global Settlement has been negotiated in good faith and at arm's-length and is within the range of reasonableness and should be approved.

II. **Cooperation Settlement Term Sheet.** The settlements contemplated by the Cooperation Settlement Term Sheet, as set forth in the documents implementing the Cooperation Settlement Term Sheet, have been negotiated in good faith and at arm's-length and are within the range of reasonableness.

JJ. **Satisfaction of Confirmation Requirements and Conditions to Confirmation.** The Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

KK. **Retention of Jurisdiction.** The Court may properly retain jurisdiction over the matters set forth in Article XI of the Plan and/or section 1142 of the Bankruptcy Code.

LL. **Releases, Injunctions, Exculpation, and Limitation of Liability.** The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the releases, injunction, and exculpation provisions set forth in Article IX of the Plan and Clause 2.5 of the Exit Facility. In addition, section 105(a) of the Bankruptcy Code permits approval of the releases, and the exculpation, and issuance of the injunction set forth in Article IX of the Plan and Clause 2.5 of the Exit Facility, when such provisions are essential to the formulation and implementation of the Plan as provided in section 1123 of the Bankruptcy Code, are not contrary to any provision of the Bankruptcy Code or applicable case law, confer material benefits on the Debtors' estates, and are in the best interests of the Debtors, their estates, their creditors, Holders

of Interests, and the Reorganized Debtors. Based upon the record of the Chapter 11 Cases and the evidence proffered or adduced at or prior to, or in affidavits filed in connection with, the Confirmation Hearing, the releases, injunctions, and exculpation set forth in Article IX of the Plan and Clause 2.5 of the Exit Facility are consistent with sections 105, 524, 1123, and 1129 of the Bankruptcy Code. All releases, exculpations, and injunctions embodied in the Plan and Exit Facility are (i) an integral part of the Plan and Exit Facility, (ii) not contrary to any provisions of the Bankruptcy Code or applicable law, (iii) confer material benefits on the Debtors' Estates, and (iv) in the best interests of the Debtors and their Estates, and Creditors.

MM. Transfer of Shares in Arcapita Bank. As provided in the Shareholder Acknowledgment and Assignment Affidavit, Holders of more than 50% of the outstanding Shares in Arcapita Bank have agreed to transfer such Shares to New Arcapita Bank Holdco in exchange for the Transferring Shareholder Warrants in accordance with Section 7.8 of the Plan.

NN. Entry of Cayman Order. The Cayman Court entered the Cayman Order on May 31, 2013.

OO. Waiver of Bankruptcy Rule 3020(e). Under the circumstances, it is appropriate that the 14-day stay imposed by Bankruptcy Rule 3020(e) be waived.

Based upon the foregoing findings, and upon the record made before this Court at the Confirmation Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. Confirmation. The Plan, as and to the extent modified by this Confirmation Order, is approved and confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan and Plan Documents are incorporated by reference into, and are an integral part of, this Confirmation Order. The Plan complies with all applicable provisions of the Bankruptcy Code,

the Bankruptcy Rules, and the Local Rules relating to and regarding confirmation. Objections, if any, to confirmation of the Plan that have not been resolved or withdrawn are hereby overruled on the merits.

2. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan and Plan Documents be approved and confirmed in their entirety.

3. Plan Classification Controlling. The classifications of Claims and Interests for purposes of distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classification set forth on the Ballots returned by the Debtors' creditors and interest holders in connection with voting on the Plan: (a) was set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) does not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of any Claims or Interests under the Plan for distribution purposes; and (c) shall not be binding on the Debtors, Reorganized Debtors, creditors, or interest holders for purposes other than voting on the Plan.

4. General Settlement of Claims. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan, shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan, including, without limitation, the Plan Settlements. Subject to Article VIII of the Plan, all Distributions made to the Holders of Allowed Claims in any Class shall be final.

5. SCB Plan Settlement. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the SCB Plan Settlement is approved and the terms, conditions, and provisions of the SCB Plan Settlement are incorporated in this Order by reference as if fully set forth herein. The SCB Plan Settlement shall be irrevocably binding and enforceable in accordance with its terms on all parties thereto and shall be irrevocably binding on their successors and assigns.

6. HQ Settlement. The HQ Settlement is hereby approved and the terms, conditions, and provisions of the HQ Settlement are incorporated in this Order by reference as if fully set forth herein. The HQ Settlement shall be irrevocably binding and enforceable in accordance with its terms on all parties thereto and shall be irrevocably binding on their successors and assigns.

7. Senior Management Global Settlement. The Senior Management Global Settlement is hereby approved and the terms, conditions, and provisions of the Senior Management Global Settlement are incorporated in this Order by reference as if fully set forth herein. The Senior Management Global Settlement shall be irrevocably binding and enforceable in accordance with its terms on all parties thereto and shall be irrevocably binding on their successors and assigns.

8. Cooperation Settlement Term Sheet. The settlements contemplated by the Cooperation Settlement Term Sheet, as set forth in the documents implementing the Cooperation Settlement Term Sheet, are hereby approved.

9. Continued Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist on and after the Effective Date as a separate legal entity, with all the rights and powers applicable to such entity under applicable law and their respective organizational

documents and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution, or otherwise) under applicable law, subject to the Implementation Memorandum. Notwithstanding anything else to the contrary in the Plan, the Unimpaired Claims of a particular Debtor shall remain the obligations solely of such Debtor or corresponding Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

10. Re-vesting of Assets. Except as expressly provided in the Plan, the Implementation Memorandum, or in this Confirmation Order, the Assets of each Debtor's Estate shall re-vest with the respective Reorganized Debtor on the Effective Date. The Court shall retain jurisdiction to determine disputes as to property interests created or vested by the Plan. From and after the Effective Date, the Reorganized Debtors may operate their businesses, and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, except as provided in the Plan, the Implementation Memorandum, or in this Confirmation Order. As of the Effective Date, all property of the Reorganized Debtors shall be free and clear of all Claims and Interests, except as, and to the extent, provided in the Plan and the Liens granted to secure the Exit Facility (including the Liens securing the DIP Facility to the extent securing the Exit Facility).

11. Implementation Transactions. All implementation steps set forth in the Implementation Memorandum and the Cooperation Settlement Term Sheet are hereby approved, including, without limitation, the sale of the assets of Arcapita Bank and AIHL contemplated therein and, with respect to AIHL, approved by the Cayman Order, and any merger, dissolution, transfer of assets, or other consolidation contemplated therein, and the New Holding Companies and the Debtors are authorized to enter into and consummate all transactions in furtherance of

the Plan. Any transaction contemplated by the Implementation Memorandum and/or the Cooperation Settlement Term Sheet may be effected prior to, on or subsequent to the Effective Date without any further action by Holders of Interests or the directors, managers or other responsible persons of any of the Debtors, the Reorganized Debtors, or the New Holding Companies.

12. Sale of AIHL Assets. Reorganized AIHL shall transfer all of its Assets (including all AIHL assets that have re-vested in Reorganized AIHL pursuant to Section 7.5 of the Plan) to New Arcapita Holdco 2, in exchange for the AIHL Sukuk Obligations, the New Arcapita AIHL Class A Shares, the New Arcapita AIHL Ordinary Shares, the New Arcapita Creditor Warrants, and the obligation of New Arcapita Holdco 2 to assume and pay AIHL's obligations under the DIP Facility and the SCB Facilities. The Court hereby authorizes and approves the transfer by Reorganized AIHL of its Assets as contemplated in the Implementation Memorandum and Section 7.7 of the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code.

13. Transfer of Arcapita Bank Shares. The Debtors or the Reorganized Debtors, as applicable, are authorized to offer each Holder of a Share in Arcapita Bank the option to exchange all such Shares held by such Holder to New Arcapita Bank Holdco in exchange for a Pro Rata Share of the Transferring Shareholder Warrants which may be accepted at any time prior to the one-year anniversary of the Effective Date. Any Holder of a Share in Arcapita Bank who does not elect to exchange its Shares for a Pro Rata Share of the Transferring Shareholder Warrants prior to the expiration of this one-year deadline shall retain its Shares in Arcapita Bank and the Pro Rata Share of Transferring Shareholder Warrants to which such Holder would have

been entitled shall expire and be cancelled without any further action necessary to be taken by the Reorganized Debtors.

14. Cancellation of Securities and Agreements. On the Effective Date, the Plan shall be consummated in accordance with the provisions set forth therein and: (i) the Claims against and Interests in the Debtors, whether arising under the Syndicated Facility, the SCB Facilities, the Arcsukuk Facility, or under any other Certificate, Interest, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, evidencing or creating, directly or indirectly, any indebtedness or obligation of or ownership interest in any of the Debtors (except such Certificates, notes, or other instruments or documents evidencing indebtedness or obligations of or ownership interest in any of the Debtors that are Reinstated pursuant to the Plan as provided in Section 2.4 of the Plan or in the SCB Plan Settlement) (in each case not including the Exit Facility), shall be cancelled, and the Reorganized Debtors shall not have any continuing obligations therefor; and (ii) the Claims against and Interests in the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation, formation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in any of the Debtors (except such agreements, Certificates, notes, or other instruments or documents evidencing indebtedness or obligations of or ownership interest in the Debtors that are Reinstated pursuant to the Plan as provided in Section 2.4 of the Plan or in the SCB Plan Settlement) (in each case not including the Exit Facility) shall be released and discharged; *provided, however,* that notwithstanding Confirmation or consummation, the Syndicated Facility, the SCB Facilities, the Arcsukuk Facility and any other similar agreement

that governs the rights of Holders of Claims thereunder shall continue in effect solely for the purpose of allowing such Holders to receive Distributions under and in accordance with the Plan and with respect to any party that, notwithstanding the fact that the Plan is binding on the creditors and equity holders of the Debtors wherever located, alleges not to be bound by the Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Reorganized Debtors without the express, written consent of the applicable Reorganized Debtors.

15. Reorganized Debtors and New Holding Companies. On the Effective Date, the New Boards of the New Holding Companies and of each Reorganized Debtor shall be appointed, and each shall adopt its New Governing Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other action necessary or desirable to consummate the Plan.

16. Post Effective Date Management. Pursuant to the provisions of the Corporate Structure and Governance Documents and the Reorganized Debtors' constituent documents, which may be amended from time to time, the operation, management, and control of the New Holding Companies and the Reorganized Debtors shall be the general responsibility of their respective boards of directors or managers and senior officers (as provided under applicable law), which shall, after the Effective Date, have the responsibility for the management, control, and operation of the New Holding Companies and the Reorganized Debtors; *provided, however*, that certain of these functions will be outsourced to AIM Group Limited, a Cayman Islands exempted company (or one of its subsidiaries) ("*AIM*") pursuant to the Management Services

Agreement. All actions taken by each of the Debtors from the Petition Date through and until the Effective Date are hereby ratified and approved.

17. Directors and Officers of the Reorganized Debtors. On and after the Effective Date, the business and affairs of the New Holding Companies and the Reorganized Debtors shall be managed by the New Boards, as well as the officers, directors, managers or other responsible persons with respect to the New Holding Companies and the Reorganized Debtors.

18. New Employment, Retirement, Indemnification, and Other Related Agreements. On the Effective Date, the New Boards of the Reorganized Debtors and the New Holding Companies shall be, automatically and without further action on the part of the New Boards of the Reorganized Debtors and the New Holding Companies, authorized and directed to take any and all action necessary and appropriate to perform under the Senior Management Global Settlement, the Key Employee Incentive Plan, the Employee Program and Global Settlement Order, and the definitive documents evidencing the same. On the Effective Date, the Senior Management Global Settlement, the Key Employee Incentive Plan, and the definitive documents evidencing the same shall, automatically and without further action on the part of the New Boards of the Reorganized Debtors or the New Holding Companies, be deemed to be adopted by the Reorganized Debtors and the New Holding Companies and shall be fully operative and enforceable, and the Reorganized Debtors and the New Holding Companies, and their respective New Boards, shall be authorized and directed to take any and all actions necessary and appropriate to implement and perform under these plans and agreements. On and after the Effective Date, except as set forth in this Paragraph 18 of the Confirmation Order and Section 7.14 of the Plan, the Reorganized Debtors and the New Holding Companies shall have the authority, as determined by the applicable New Boards, to: (i) maintain, amend, or revise

existing employment, retirement, welfare, incentive, severance, indemnification, and other agreements with its active and retired directors or managers, officers, and employees, subject to the terms and conditions of any such agreement, and to continue to maintain and provide benefits, including all post-employment benefits, in connection therewith; and (ii) enter into new employment, retirement, welfare, incentive, severance, indemnification, and other agreements for active and retired employees. For purposes only of implementing the benefits provided pursuant to the Employee Program and Global Settlement Order, all employees of the Arcapita Group as of the Effective Date shall be treated as if they had been terminated prior to the Effective Date, and all amounts due and owing to each such employee thereunder at termination of its employment shall be immediately due and payable by the New Holding Companies, subject to compliance by such employees with their obligations pursuant to the Employee Program and Global Settlement Order. For purposes only of implementing the benefits provided pursuant to the Senior Management Global Settlement, each member of Existing Senior Management shall be treated as if they had been terminated prior to the Effective Date. Reorganized Arcapita and the New Holding Companies shall honor the obligations of the Debtors and such entities under the Senior Management Global Settlement, and the members of Existing Senior Management shall only be entitled to the treatment afforded to them, and amounts due and owing to them, pursuant to the Senior Management Global Settlement.

19. Effectuating Documents; Further Transactions. On and after the Effective Date, the New Holding Companies and the Reorganized Debtors, and the officers and members of the New Boards, are authorized to and may, in the name of and on behalf of the applicable New Holding Companies and Reorganized Debtors, issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and take such

actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan, including the Exit Facility and any agreements or documents related thereto, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

20. Entity Action. Upon the Effective Date, all actions contemplated by the Plan shall be deemed ratified, authorized, and approved in all respects, including but not limited to: (i) entry into the Senior Management Global Settlement, (ii) the selection of the directors and officers for the New Holding Companies and the Reorganized Debtors; (iii) the distribution of the New Arcapita Shares, New Arcapita Creditor Warrants, and New Arcapita Shareholder Warrants in accordance with the Plan; (iv) the execution and entry into the Exit Facility, the Sukuk Facility, and related transaction security agreements, indentures, and any other ancillary agreements relating thereto; (v) the adoption of the Key Employee Incentive Plan; (vi) the performance of any and all obligations required by or related to the Employee Program and Global Settlement Order in accordance with the terms thereof as modified herein; and (vii) all other actions contemplated by the Plan, including the actions described in the Implementation Memorandum (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the entity structure of the Debtors, the Reorganized Debtors or the New Holding Companies, and any action required by the Debtors, the Reorganized Debtors or the New Holding Companies in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security holders, directors, or officers of the Debtors, the Reorganized Debtors, or the New Holding Companies. On or prior to the Effective Date, the appropriate officers of the Debtors, the Reorganized Debtors, or the New Holding Companies, as applicable, shall be authorized and directed to issue, execute, and deliver

the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effectuate the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors or the New Holding Companies, as applicable, including, without limitation, the Exit Facility (for purposes of implementation of the Plan), the Sukuk Facility, the Senior Management Global Settlement, the Key Employee Incentive Plan, and any and all other agreements, documents, indentures, securities, and instruments relating to the foregoing. To the extent permitted by the Bankruptcy Code, the authorizations and approvals set forth herein shall be effective notwithstanding any requirements under any non-bankruptcy law. The issuance of the New Arcapita Shares, New Arcapita Creditor Warrants, and New Arcapita Shareholder Warrants shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

21. Section 1146 Exemption. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property (whether from a Debtor to a Reorganized Debtor or to any other Person) pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Interest in the Debtors, the Reorganized Debtors, or the New Holding Companies; (ii) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment, or recording of any lease or sublease; (iv) the grant of collateral as security for either or both of the Exit Facility and the Sukuk Facility; or (v) the making, delivery, or recording of any deed or other instruments of transfer under, in furtherance of, or in connection

with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local government officials or agents shall, and hereby are directed to, forgo the collection of any such tax, recordation fee, or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

22. Exemption from Registration Requirements. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and Distribution of any securities contemplated by the Plan shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. Any securities contemplated by the Plan shall be tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code, and (ii) the restrictions, if any, on the transferability of such securities and instruments.

23. Exit Facility. On the Effective Date, and without further notice to or order or other approval of the Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or entity (including the boards of directors of the Debtors) except for the Confirmation Order and as otherwise required by the Exit Facility, (a) the Exit Facility Obligors shall enter into the Exit Facility with the Exit Facility Investment Agent and be bound by the terms of, the Exit Facility. The Court hereby approves and

authorizes the Exit Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Exit Facility Obligors in connection therewith) for purposes of implementation of the Plan, and hereby authorizes the Exit Facility Obligors to enter into and execute the Exit Facility, subject to such modifications as they may deem to be reasonably necessary to consummate their entry into the Exit Facility.

24. The Exit Facility (including the conversion of the DIP Facility into the Exit Facility), all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the New Holding Companies and the other Exit Facility Obligors (as applicable) in connection therewith, including the payment of all fees, indemnities, expenses and other amounts provided for by the Exit Facility, are hereby approved for purposes of implementation of the Plan. Without limiting the foregoing, the New Holding Companies and the other Exit Facility Obligors (as applicable) shall pay, as and when due, all fees, indemnities, expenses and other amounts provided under the Exit Facility. The Exit Facility shall constitute legal, valid, binding and authorized obligations of the New Holding Companies and the other Exit Facility Obligors, enforceable in accordance with its terms. The financial accommodations to be assumed or extended pursuant to the Exit Facility are being assumed or extended, and shall be deemed to have been assumed or extended, in good faith, for legitimate business purposes and for fair consideration and reasonably equivalent value, are reasonable, shall not be subject to avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be assumed or granted in accordance with the Exit Facility (a) shall be deemed to be approved; (b) shall be legal, binding

and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility; (c) shall be deemed perfected on the Effective Date (or in the case of the Liens and security interests securing the Exit Facility, on June 10, 2013 (when the interim order approving the DIP Facility (as defined in the Exit Facility) was entered)), subject only to such Liens and security interests as may be permitted under the Exit Facility, and with the priorities established in respect thereof under the Exit Facility and applicable non-bankruptcy law; and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable nonbankruptcy law. The Reorganized Debtors, the New Holding Companies and the other Exit Facility Obligors (as applicable), and the Persons and entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such liens and security interests under the provisions of the applicable state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, or in the case of Liens and security interests granted pursuant to the DIP Facility (as defined in the Exit Facility), by virtue of the interim and final orders of the Court approving same, and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. To the extent that any holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such holder, has filed or

recorded publicly any Liens and/or security interests to secure such holder's Secured Claim, then as soon as practicable on or after the Effective Date, such holder (or the agent for such holder) shall take any and all steps requested by the Debtors, Reorganized Debtors, the other Exit Facility Obligors, the Exit Facility Investment Agent or the Exit Facility Collateral Agent that are necessary to cancel and/or extinguish such publicly-filed Liens and/or security interests, in each case all costs and expenses in connection therewith to be paid by the Debtors or Reorganized Debtors.

25. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of any rights or remedies relating to, or any other matters arising under or in connection with, the Exit Facility.

26. Fountains Guarantee. On the Effective Date, Reorganized Arcapita Bank shall execute the Fountains Guarantee and become liable for all of the obligations arising thereunder.

27. Transfer of IP Assets and Hard Assets. Pursuant to the IP Asset Transfer Agreement (as defined in the Plan), the IP Assets, together with the goodwill of the business represented thereby, shall be transferred to AIM on the Effective Date in partial consideration for the services to be provided by AIM pursuant to the Management Services Agreement and, pursuant to the Fixed Asset Purchase Agreement (as defined in the Plan), the Hard Assets shall be transferred to AIM on the Effective Date for fair market value.

28. Disbursing Agent and Distributions. The Disbursing Agent shall make or cause to be made the Distributions required under the Plan to all Holders of Allowed Claims and Interests. No Distribution shall be made to any Holder until such Holder satisfies any applicable distribution condition, including compliance with any applicable Distribution Procedures.

Notwithstanding anything to the contrary in the foregoing, Distributions on account of the DIP Facility Claims shall be made on the Effective Date.

29. Distribution Record Date. For purposes of the Plan, as of 5:00 p.m. prevailing U.S. Eastern Time on the Distribution Record Date, the records of ownership of Claims against the Debtors (including the claims register in the Chapter 11 Cases) shall be closed. For purposes of the Plan, the Debtors, the Estates, the Reorganized Debtors and the Disbursing Agent shall have no obligation to recognize the transfer of any Claim occurring after such time, and shall be entitled for all purposes relating to the Plan to recognize and deal only with those Holders of record as of 5:00 p.m. prevailing U.S. Eastern Time on the Distribution Record Date (i.e. the date on which this Order is entered on the docket of the Bankruptcy Court).

30. Dates of Distributions. Except as provided in this Confirmation Order, Distributions under the Plan shall be made by the Disbursing Agent on the Distribution Date. Whenever any Distribution to be made under the Plan shall be due on a day other than a Business Day, such Distribution shall instead be made, without interest, on the immediately following Business Day. Distributions due on the Effective Date shall be paid on such date or as soon thereafter as reasonably practicable, *provided* that if other provisions of the Plan require the surrender of securities or establish other conditions precedent to receiving a Distribution, the Distribution may be delayed until such surrender occurs or conditions are satisfied. Notwithstanding anything herein to the contrary, the payments required to be made or reserved under the SCB Plan Settlement shall be paid or reserved on, and shall be a condition to, the Effective Date of the Plan.

31. Distributions of Sukuk Obligations. On the Effective Date, the Disbursing Agent shall calculate the allocation of Sukuk Obligations to be distributed in accordance with

Article IV of the Plan as if all Claims in Classes 4(a)-(b) and 5(a)-(b) are Allowed Claims. On the Effective Date, each Holder of an Allowed Claim entitled to receive Sukuk Obligations shall receive a Distribution of Sukuk Obligations in the amount determined by the preceding sentence. Every 180 days following the Effective Date, the Disbursing Agent shall recalculate the allocation of Sukuk Obligations to be distributed in accordance with Article IV of the Plan as if all Claims in Classes 4(a)-(b) and 5(a)-(b) that have not been Disallowed are Allowed Claims. Each Holder of an Allowed Claim entitled to receive Sukuk Obligations shall then receive a Distribution of Sukuk Obligations (and the proceeds thereof, including any interest accrued thereon) in an amount sufficient to make the total of all Distributions of Sukuk Obligations (and the proceeds thereof, including any interest accrued thereon) to such Holder equal to the total amount of such Distributions of Sukuk Obligations to which such Holder is entitled, as determined by the preceding sentence. At all times, the undistributed Sukuk Obligations and any proceeds thereof shall be held by the Disbursing Agent in a segregated account.

32. Distributions of New Arcapita Shares. On the Effective Date, the Disbursing Agent shall calculate the allocation of New Arcapita Shares to be distributed in accordance with Article IV of the Plan as if all Claims in Classes 4(a)-(b), and 5(a)-(b) are Allowed Claims and, for purposes of calculating the amount of Contingent Class 4(a) Claims only, as if all Claims in Class 4(b) have been Disallowed. On the Effective Date, each Holder of an Allowed Claim entitled to receive New Arcapita Shares shall receive a Distribution of New Arcapita Shares in the amount determined by the preceding sentence. Every 180 days following the Effective Date, the Disbursing Agent shall recalculate the allocation of New Arcapita Shares to be distributed in accordance with Article IV of the Plan as if all Claims in Classes 4(a)-(b) and 5(a)-(b) that have not been Disallowed are Allowed Claims and, for purposes of calculating the amount of

Contingent Class 4(a) Claims only, as if all Claims in Class 4(b) that have not been Allowed have been Disallowed. Each Holder of an Allowed Claim entitled to receive New Arcapita Shares shall then receive a Distribution of New Arcapita Shares (and the proceeds thereof, if any) in an amount sufficient to make the total of all Distributions of New Arcapita Shares (and the proceeds thereof, if any) to such Holder equal to the total amount of such Distributions of New Arcapita Shares to which such Holder is entitled, as determined by the preceding sentence. At all times, the undistributed New Arcapita Shares and any proceeds thereof, if any, shall be held by the Disbursing Agent in a segregated account. In the event a vote or election is required by the holders of the New Arcapita Shares, the Disbursing Agent, unless otherwise directed by the Court, shall vote or make elections with respect to the New Arcapita Shares held by the Disbursing Agent on the record date for such vote or election in the same manner and proportion as all other securities of the same class(es) are voted or with respect to which elections are made by holders other than the Disbursing Agent. No partial New Arcapita Shares shall be issued; the number of New Arcapita Shares distributable to any Claimant pursuant to the Section 8.3.2 of the Plan shall be calculated by disregarding any fractional portion of New Arcapita Shares to which such Claimant might otherwise be entitled.

33. Distributions of New Arcapita Shareholder Warrants. On the Effective Date, the Disbursing Agent shall calculate the allocation of New Arcapita Shareholder Warrants to be distributed in accordance with Article IV of the Plan as if all Claims in Class 8(a) are Allowed Claims. On the Effective Date, each Holder of an Allowed Claim and each Transferring Shareholder entitled to receive New Arcapita Shareholder Warrants shall receive a Distribution of New Arcapita Shareholder Warrants in the amount determined by the preceding sentence. Every 180 days following the Effective Date, the Disbursing Agent shall recalculate the

allocation of New Arcapita Shareholder Warrants to be distributed in accordance with Article IV of the Plan as if all Claims in Class 8(a) that have not been Disallowed are Allowed Claims. Each Holder of an Allowed Claim and each Transferring Shareholder entitled to receive New Arcapita Shareholder Warrants shall then receive a Distribution of New Arcapita Shareholder Warrants (and the proceeds thereof, if any) in an amount sufficient to make the total of all Distributions of New Arcapita Shareholder Warrants (and the proceeds thereof, if any) to such Holder or Transferring Shareholder equal to the total amount of such Distributions of New Arcapita Shareholder Warrants to which such Holder or Transferring Shareholder is entitled, as determined by the preceding sentence. At all times, the undistributed New Arcapita Shareholder Warrants and any proceeds thereof, if any, shall be held by the Disbursing Agent in a segregated account. No New Arcapita Shareholder Warrants that may be exercised for partial New Arcapita Ordinary Shares shall be issued; the number of New Arcapita Shareholder Warrants distributable to any Claimant or Transferring Shareholder pursuant to Section 8.3.3 of the Plan shall be calculated by disregarding any New Arcapita Shareholder Warrants that would be exercisable to purchase partial New Arcapita Shares to which such Claimant or Transferring Shareholder might otherwise be entitled.

34. Distributions of New Arcapita Creditor Warrants. On the Effective Date, the Disbursing Agent shall calculate the allocation of New Arcapita Creditor Warrants to be distributed in accordance with Article IV of the Plan as if all Claims in Classes 4(b) and 5(b) are Allowed Claims. On the Effective Date, each Holder of an Allowed Claim entitled to receive New Arcapita Creditor Warrants shall receive a Distribution of New Arcapita Creditor Warrants in the amount determined by the preceding sentence. Every 180 days following the Effective Date, the Disbursing Agent shall recalculate the allocation of New Arcapita Creditor Warrants to

be distributed in accordance with Article IV of the Plan as if all Claims in Classes 4(b) and 5(b) that have not been Disallowed are Allowed Claims. Each Holder of an Allowed Claim entitled to receive New Arcapita Creditor Warrants shall then receive a Distribution of New Arcapita Creditor Warrants (and the proceeds thereof, if any) in an amount sufficient to make the total of all Distributions of New Arcapita Creditor Warrants (and the proceeds thereof, if any) to such Holder equal to the total amount of such Distributions of New Arcapita Creditor Warrants to which such Holder is entitled, as determined by the preceding sentence. At all times, the undistributed New Arcapita Creditor Warrants and any proceeds thereof, if any, shall be held by the Disbursing Agent in a segregated account. No New Arcapita Creditor Warrants that may be exercised for partial New Arcapita Ordinary Shares shall be issued; the number of New Arcapita Creditor Warrants distributable to any Claimant or Transferring Shareholder pursuant to Section 8.3.4 of the Plan shall be calculated by disregarding any New Arcapita Creditor Warrants that would be exercisable to purchase partial New Arcapita Shares to which such Claimant or Transferring Shareholder might otherwise be entitled.

35. Distributions of Falcon Available Cash. The Disbursing Agent shall calculate the amount of Falcon Available Cash quarterly, and shall distribute any Falcon Available Cash on a quarterly basis in accordance with Article IV of the Plan as if all Claims and Interests in Classes 5(g), 7(g), 8(g), and 9(g) are Allowed. On the Effective Date, each Holder of an Allowed Claim or Interest entitled to receive Falcon Available Cash shall receive a Distribution of Falcon Available Cash in the amount determined by the preceding sentence. Any remaining Falcon Available Cash and any proceeds thereof shall be held by the Disbursing Agent in a segregated account for Distribution pursuant to Section 8.3.5 of the Plan. On the last day of each quarter following the Effective Date, the Disbursing Agent shall calculate the allocation of

Falcon Available Cash to be distributed in accordance with Article IV of the Plan as if all Claims and Interests in Classes 5(g), 7(g), 8(g), and 9(g) that have not been Disallowed are Allowed. Each Holder of an Allowed Claim or Interest entitled to receive Falcon Available Cash shall then receive a Distribution of Falcon Available Cash in an amount sufficient to make the total of all Distributions of Falcon Available Cash to such Holder or equal to the total amount of such Distributions of Falcon Available Cash to which such Holder is entitled, as determined by the preceding sentence. Any remaining Falcon Available Cash and any proceeds thereof shall be held by the Disbursing Agent in a segregated account for Distribution pursuant to Section 8.3.5 of the Plan.

36. Cash Payments. Cash payments to be made under the Plan will be made in U.S. dollars or in the currency in which the Claim is denominated under the applicable agreements related thereto. Cash payments made pursuant to the Plan in the form of a check shall be null and void if not cashed within 180 days of the date of issuance thereof.

37. Delivery of Distributions. If the Distribution to any Holder of an Allowed Claim or Interest is returned as undeliverable, the Disbursing Agent shall use commercially reasonable efforts to determine the current address of such Holder. Undeliverable Distributions shall be held by the Disbursing Agent, subject to Section 8.8 of the Plan.

38. Withholding Taxes. The Disbursing Agent shall comply with all withholding, reporting, certification, and information requirements imposed by any federal, state, local, or foreign taxing authority and all Distributions under the Plan shall, to the extent applicable, be subject to any such withholding, reporting, certification, and information requirements. Persons entitled to receive Distributions under the Plan shall, as a condition to receiving such Distributions, subject to the terms and conditions of the Disbursing Agent Agreement, provide

such information and take such steps as the Disbursing Agent may reasonably require to ensure compliance with such withholding and reporting requirements, and to enable the Disbursing Agent to obtain the certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law. Any Person that does not provide the Disbursing Agent with requisite information after the Disbursing Agent has made at least three attempts (by written notice or request for such information, including on the Ballots) to obtain such information, may be deemed to have forfeited such Person's right to such Distributions, which shall be treated as Unclaimed Property under Section 8.8 of the Plan.

39. Unclaimed Property. Any Person that fails to claim any Distribution to be distributed under the Plan by the Forfeiture Date shall forfeit all rights to any such Distributions, and shall have no claim whatsoever with respect thereto against the New Holding Companies, the Debtors, their Estates, the Reorganized Debtors, their respective properties, or any Holder of an Allowed Claim or Interest that has received any Distributions under the Plan. Upon the forfeiture of Cash, such Cash shall be the property of New Arcapita Holdco 1 (except for Cash to be distributed by Falcon, which forfeited Cash shall be the property of Falcon); upon the forfeiture of the right to Distributions of any Sukuk Obligations, such Obligations shall be redistributed as if the related Claims have become Disallowed in accordance with the provisions of Section 8.3.1 of the Plan; upon the forfeiture of the right to Distributions of any New Arcapita Shares, such Shares shall be redistributed as if the related Claims have become Disallowed in accordance with the provisions of Section 8.3.2 of the Plan; upon the forfeiture of the right to Distributions of any New Arcapita Shareholder Warrants, such Warrants shall be redistributed as if the related Claims have become Disallowed in accordance with the provisions of Section 8.3.3 of the Plan; upon the forfeiture of the right to Distributions of any New Arcapita Creditor

Warrants, such Warrants shall be redistributed as if the related Claims have become Disallowed in accordance with the provisions of Section 8.3.4 of the Plan. Nothing in this Confirmation Order or the Plan shall require the Disbursing Agent to make further efforts to attempt to locate or notify any Person with respect to any forfeited property.

40. Disputed Claims and Interests. If the Debtors, the Reorganized Debtors, or any other party in interest disputes any Claim against or Interest in the Debtors, such dispute shall be (i) adjudicated by the Court or, to the extent that the Court does not have jurisdiction, by any other court having jurisdiction over such dispute, or (ii) settled or compromised by the Debtors or the Reorganized Debtors as provided for in Sections 8.11 and 8.12 of the Plan. The Debtors (before the Effective Date), or the Reorganized Debtors (on or after the Effective Date) may elect, at their respective sole option, to object to or seek estimation under section 502 of the Bankruptcy Code with respect to any Proof of Claim or Proof of Interest filed by or on behalf of a Holder of a Claim against or Interest in the Debtors. Upon Allowance of a Disputed Claim or Interest in whole or in part by Final Order, the Distribution on the Allowed portion of such Claim or Interest shall be made as provided in such Final Order in accordance with the Plan.

41. Objections to Claims and Interests. Unless a different time is set by a separate order of the Court or otherwise established by other provisions of the Plan, all objections to Claims and Interests must be filed by the Claims Objection Bar Date; *provided, however*, that no objection may be filed with respect to any Claim or Interest after the Court has determined by entry of an order that such Claim or Interest is an Allowed Claim or Interest. The failure by any party in interest, including, without limitation, the Debtors or the Committee, to object to any Claim or Interest, for purposes of voting shall not be deemed a waiver of such party's rights to object to, or re-examine, any such Claim or Interest in whole or in part. After the Effective Date,

no party in interest shall have the right to object to Claims against or Interests in the Debtors (other than Falcon) or their Estates other than the Reorganized Debtors.

42. Compromises and Settlements. From and after the Effective Date, and without any further approval by this Court, the Reorganized Debtors (other than Falcon) may compromise and settle all Claims and Causes of Action, without any further approval of this Court. Falcon may compromise and settle any Claims and Causes of Action with the approval of the Bankruptcy Court.

43. Preservation of Debtors' Rights. Nothing herein shall prejudice the Debtors' right to compromise and settle, prior to the Effective Date, any Claims against them or claims they may have against other Persons, subject to approval of this Court.

44. No Distributions Pending Allowance. If a Claim or any portion of a Claim is disputed, no payment or Distribution shall be made on account of the disputed portion of such Claim (or the entire Claim, if the entire Claim is disputed), unless such disputed claim or portion thereof becomes an Allowed Claim.

45. Claims Paid or Payable by Third Parties. The Disbursing Agent shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without further notice to or action, order, or approval of the Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not the Disbursing Agent. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not the Disbursing Agent on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the Distribution to the Disbursing Agent to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the Allowed amount of such Claim as of

the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Disbursing Agent annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

46. Effect of Acceptance of Distribution. Acceptance of any Distribution or other property under the Plan will constitute the recipient's acknowledgment and agreement that all Claims, demands, liabilities, other debts against, or Interests in, the Debtors (other than those created by the Plan) have been discharged and enjoined in accordance with Article IX of the Plan.

47. Rejected Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or pursuant to this Confirmation Order, all Executory Contracts and Unexpired Leases that exist between any Debtor and any Person, are rejected pursuant to section 365(a) of the Bankruptcy Code as of the Effective Date, except for any such contract or lease (i) that has been assumed, rejected, or renegotiated and assumed on renegotiated terms, pursuant to an order of the Court entered prior to the Effective Date, (ii) that is the subject of a motion to assume or reject, or a motion to approve renegotiated terms and to assume on such renegotiated terms, that has been filed and served prior to the Effective Date, (iii) that is an Existing Management/Administration Agreement, or (iv) that is identified on the Assumed Executory Contract and Unexpired Lease List or in the Plan. The Court hereby approves, pursuant to section 365(a) of the Bankruptcy Code, the rejection of the Executory Contracts and Unexpired Leases, other than those identified above, effective as of the Effective Date.

48. Assumed and Assigned Executory Contracts and Unexpired Leases. The Court hereby approves the assumption and assignment (if applicable), pursuant to sections

365(a) and 365(f) of the Bankruptcy Code, of the Executory Contracts and Unexpired Leases identified in the Plan and the Assumed Executory Contract and Unexpired Lease List, effective as of the Effective Date. For the avoidance of doubt, on the Effective Date, the applicable Debtors shall assume the Senior Management Global Settlement, the obligations of the Debtors under the Employee Program and Global Settlement Order, the Existing Management/Administration Agreements, and the Lusail Transaction Documents and shall assign each of these agreements and obligations to one of the New Holding Companies. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by any order of the Court that has not been or is not assigned to a third party or the New Holding Companies on or prior to the Confirmation Date shall re-vest in and be fully enforceable by the applicable Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any other order of the Court.

49. HarbourVest Contracts. The assumption and assignment by the Debtors of the HarbourVest Contracts (as such term is defined in that certain term sheet, by and between the Debtors and HarbourVest Partners L.P. (the “*HarbourVest Assumption Term Sheet*”) describing the terms of the assumption and assignment by the Debtors of the HarbourVest Contracts) on amended terms as set forth in the HarbourVest Assumption Term Sheet, is hereby approved.

50. SGRF Contracts. The assumption and assignment by the Debtors of the SGRF Contracts (as such term is defined in that certain term sheet, by and between the Debtors and the State General Reserve Fund of the Sultanate of Oman (the “*SGRF Assumption Term Sheet*”) describing the terms of the assumption and assignment by the Debtors of the SGRF Contracts) on amended terms as set forth in the SGRF Assumption Term Sheet, is hereby approved.

51. Claims Based on Rejection of Executory Contracts or Unexpired Leases. A Proof of Claim with respect to a Claim, if any, arising from the rejection of an Executory Contract or Unexpired Lease, pursuant to the Plan or otherwise must be filed with the Court within 30 days of the Effective Date. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Court. All Claims arising from the rejection of Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims, Subordinated Claims, or Super-Subordinated Claims, as applicable, and shall be treated in accordance with Section 4.5, 4.8, or 4.10 of the Plan, as applicable, or in such other manner as directed by the Court.

52. Cure of Defaults. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the later of (i) the Effective Date, (ii) the date on which such Cure Claim is Allowed, or (iii) on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding (i) the existence or amount of the Cure Claim, (ii) the ability of the applicable Reorganized Debtor(s) or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (iii) any other matter pertaining to assumption, the payments required by section 365(b)(1) of the Bankruptcy Code in respect of Cure Claims shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, upon the payment of the applicable Cure Claim, if any, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control, change in ownership-interest or composition, or other bankruptcy-related defaults, arising under any Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. The New Holding Companies (or any of their subsidiaries) and all other assignees of an assumed Executory Contract or Unexpired Lease have provided adequate assurance of future performance (as that term is used in section 365 of the Bankruptcy Code) under such Contracts and Leases and no further adequate assurance of future performance is required. Any Proof of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed in its entirety and expunged, without further notice to or action, order, or approval of the Court.

53. Contracts and Leases Entered into or Assumed after the Petition Date.

Contracts and leases entered into during the Postpetition Period by any Debtor, and any Executory Contracts and Unexpired Leases assumed by any Debtor during the Postpetition Period, shall be performed by the Debtor and, after the Effective Date, by the Reorganized Debtor liable thereunder in the ordinary course of its business. Such contracts and leases shall be unaffected by entry of this Confirmation Order.

54. Modifications, Amendments, Supplements, Restatements, or Other Agreements. Unless otherwise provided in the Plan or in the order assuming an Executory Contract or Unexpired Lease, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in

any manner affect such Executory Contract or Unexpired Lease, and all agreements related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or is rejected under the Plan. Modifications, amendments, supplements, and restatements to any Executory Contracts or Unexpired Leases that have been executed by the Debtors during the Postpetition Period shall not alter the prepetition nature of the applicable Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, unless specifically addressed in such modification, amendment, supplements, or restatement.

55. Debtors' Reservation of Rights Regarding Executory Contracts. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of purported assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

56. Professional Compensation Claims Escrow Account. On the Effective Date, the Debtors shall establish and fund the Professional Compensation Claims Escrow Account in an amount sufficient to pay, in full, any then unpaid fees and expenses (including, without limitation, any estimated, accrued but unbilled fees and expenses through the Effective Date) owed to any Person asserting a Professional Compensation Claim. Amounts held in the

Professional Compensation Claims Escrow Account shall not constitute property of the Debtors' Estates or of the Reorganized Debtors and shall only be distributed in accordance with Section 2.2 of the Plan. In the event there is a remaining balance in the Professional Compensation Claims Escrow Account following payment of all Allowed Professional Compensation Claims in full in accordance with the preceding paragraph, such remaining amount, if any, shall be paid to New Arcapita Holdco 2. In the event that there are insufficient funds in the Professional Compensation Claims Escrow Account to pay any Allowed Professional Compensation Claims in accordance with the terms of the Professional Compensation Claims Escrow Account, the unpaid portion of such Allowed Professional Compensation Claims shall be the obligation of and paid by the New Holding Companies promptly after receipt of notice from any Person that its court-approved Professional Compensation Claim exceeds the amount available for payment of such Claim in the Professional Compensation Claims Escrow Account.

57. Professional Compensation Claims. Any Person asserting a Professional Compensation Claim shall, no later than the Effective Date, provide the Debtors with a summary of the compensation for services rendered and expense reimbursement that such Person will seek to be allowed as a Professional Compensation Claim (which summary shall include, without limitation, a good faith estimate of accrued but unbilled fees and expenses through the Effective Date), and shall, no later than 30 days after the Effective Date, file a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date. To the extent that such an application is granted by the Court, the requesting Person shall receive: (i) payment of Cash from the Professional Compensation Claims Escrow Account in an amount equal to the amount Allowed by the Court less all interim compensation paid to such Professional during the Chapter 11 Cases, such payment to be made

before the later of (a) the Effective Date or (b) three Business Days after the order granting such Person's final fee application becomes a Final Order, or (ii) payment on such other terms as may be mutually agreed upon by the Holder of the Professional Compensation Claim and the Reorganized Debtors (but in no event shall the payment exceed the amount Allowed by the Court less all interim compensation paid to such Professional during the Chapter 11 Cases). All Professional Compensation Claims for services rendered after the Effective Date shall be paid by the Reorganized Debtors upon receipt of an invoice therefor, or on such other terms as the Reorganized Debtors and the Professional may agree, without the requirement of any order of the Court.

58. Administrative Expense Claims. On the later of (i) the Effective Date or (ii) if an Administrative Expense Claim is not Allowed as of the Effective Date, 30 days after the date on which such Administrative Expense Claim becomes Allowed, the Reorganized Debtors shall either (a) pay to each Holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim, or (b) satisfy and discharge such Allowed Administrative Expense Claim in accordance with such other terms that the Debtors (or the Reorganized Debtors, as applicable) and such Holder shall have agreed upon; *provided, however,* that such agreed-upon treatment shall not be more favorable than the treatment provided in clause (a). Other than with respect to Professional Compensation Claims and Cure Claims, any Person asserting an Administrative Expense Claim must submit a proof of claim with respect to such Administrative Expense Claim to the Balloting and Claims Agent **so that it is actually received** on or before the Administrative Expense Claims Bar Date; *provided,* that a proof of claim shall not be required with respect to any Administrative Expense Claim to the extent it arises in connection with the Exit Facility or the SCB Plan Settlement. The

Administrative Expense Claims Bar Date is 30 days after the Effective Date of the Plan. Notwithstanding anything to the contrary set forth herein or in the Plan, any Administrative Expense Claims that are also Intercompany Claims held by Arcapita Bank, AIHL, or Arcapita LT Holdings Limited against any of (i) Arcapita Bank, (ii) AIHL, or (iii) Arcapita LT Holdings Limited, shall be released and discharged on the Effective Date.

59. Ad Hoc Group Fees. The Ad Hoc Group shall provide the Debtors and the Committee with the invoices for which it seeks payment at least ten (10) days prior to the Effective Date. To the extent that the Debtors or the Committee do not object to the reasonableness of any portion of the Ad Hoc Group Fees, the New Holding Companies shall be required to pay such undisputed portion, up to \$1.2 million, on the Effective Date. To the extent that the Debtors or the Committee object to the reasonableness of any portion of the Ad Hoc Group Fees, the New Holding Companies shall not be required to pay such disputed portion until either such objection is resolved or a further order of the Bankruptcy Court is entered providing for payment of such disputed portion. In no circumstances shall the Ad Hoc Group Fees reimbursable by the New Holding Companies exceed the sum of \$1.2 million in the aggregate.

60. Discharge of Claims and Termination of Interests. Except as with respect to the DIP Facility (as defined in the Exit Facility), the Exit Facility and as otherwise expressly provided in the Plan, the SCB Plan Settlement, or this Confirmation Order, the Confirmation of the Plan shall, as of the Effective Date: (i) discharge the Debtors (other than Falcon), the Reorganized Debtors (other than Reorganized Falcon) and any of its or their Assets from all Claims, demands, liabilities, other debts and Interests that arose on or before the Effective Date, including all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such debt is filed or deemed filed pursuant to

section 501 of the Bankruptcy Code, (b) a Claim based on such debt is Allowed pursuant to section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such debt has accepted the Plan; and (ii) preclude all Persons from asserting against the Debtors (other than Falcon), the Reorganized Debtors (other than Reorganized Falcon), or any of their Assets, any other or further Claims or Interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code. The discharge provided in this provision shall void any judgment obtained against any of the Debtors at any time, to the extent that such judgment relates to a discharged Claim or Interest.

61. Injunction Related to Discharge. Except as with respect to the DIP Facility (as defined in the Exit Facility), the Exit Facility and as otherwise provided in the Plan, the SCB Plan Settlement, or this Confirmation Order, all entities, wherever located in the world, that have held, currently hold, or may hold Claims or other debts or liabilities against the Debtors, or any Interest in any of the Debtors, that are discharged pursuant to the terms of the Plan, are permanently enjoined, on and after the Effective Date, from taking, or causing any other entity to take, any of the following actions on account of any such Claims, debts, liabilities or Interests: (i) commencing or continuing in any manner any action or other proceeding of any kind, other than to enforce any right to a Distribution pursuant to the Plan; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or any of their Assets; (iii) creating, perfecting, or enforcing any Lien or encumbrance against the Debtors, the Reorganized Debtors, or any of their Assets; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, the Reorganized Debtors, or with respect to any of

their Assets; and (v) commencing or continuing any action, in any manner, in any place in the world that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; *provided, however*, that Holders of Guarantee Claims shall be permitted to serve upon the Debtors or the Reorganized Debtors, as applicable, any demand, notice or other document with respect to such Holder's Guarantee Claims, for the sole purpose of enabling such Holders to trigger the applicable Debtor's payment obligation pursuant to such Guarantee Claims; *provided further, however*, that the preceding proviso shall not allow any Holder of any Claim to assert or deliver any demand, notice or other document with respect to any other Claim. This injunction shall extend to any successor of the Debtors, the Reorganized Debtors, and any of their Assets. Any Person entitled to a Distribution pursuant to the Plan that is found by the Court to have willfully violated the injunction set forth herein and in Section 9.1.2 of the Plan shall be deemed to have forfeited all rights to any Distribution or any other benefits under the Plan, and shall have no claim whatsoever with respect thereto against the New Holding Companies, the Debtors, their Estates, the Reorganized Debtors, their property, or any Holder of an Allowed Claim or Interest that has received any Distributions under the Plan. Any Person injured by any willful violation of the injunction set forth herein and in Section 9.1.2 of the Plan shall be entitled to recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, punitive damages, from the willful violator.

62. Releases, Injunction, and Exculpation. The releases, injunction, and exculpation set forth in Article IX of the Plan and Clause 2.5 of the Exit Facility are hereby approved, and shall, as of the Effective Date, be effective and binding on all Persons and entities, to the extent provided therein.

63. Hopper Parties' Release. The Debtors' Estates have waived any objection to the amount of the claim of the Hopper Parties (as defined in the Disclosure Statement), *provided, however,* that any payment received by or on behalf of the Hopper Parties from or on behalf of GASTorage Investments II LLC shall be fully credited against any distribution from the Falcon estate on account of the Hopper Parties' Claims; *provided further, however,* that other parties in interest may object to the Claims of the Hopper Parties pursuant to the Plan. The Debtors' Estates have waived any claim that the Debtors' Estates may have to subordinate the Claims of the Hopper Parties; *provided, however,* that other parties in interest may seek to subordinate the Claims of the Hopper Parties pursuant to the Plan.

64. Releases by Holders of Claims and Interests. Notwithstanding anything to the contrary in Section 9.2.4 of the Plan or otherwise, nothing in the Plan or this Confirmation Order shall release, affect, or in any way impair the claims, rights, or remedies of third-party lenders to the portfolio investments identified in the Cooperation Settlement Term Sheet.

65. Claims of Mayhoola. Nothing in the Plan or the Confirmation Order shall operate to enjoin or impede Mayhoola for Investment Q.S.P.C. ("**Mayhoola**") from commencing a lawsuit against any of the Debtors before a tribunal of competent jurisdiction or taking other action for the sole purpose of establishing the Debtors' liability to Mayhoola on account of a claim held by Mayhoola as a prerequisite of Mayhoola's recovery from the Debtors' insurance carriers. The recovery of Mayhoola in any such action against any of the Debtors shall be limited to recovery of the proceeds of any applicable insurance policies, and in no event shall Mayhoola collect any debt or judgment obtained in connection with such action from the assets of the Debtors or the Reorganized Debtors. Further, notwithstanding Section 9.9 of the Plan, nothing in the Plan or this Confirmation Order shall operate to enjoin or impede the ability of

Mayhoola from commencing a lawsuit against before a tribunal of competent jurisdiction or taking other action to establish the liability of the Debtors' officers, directors, managers, agents, employees, representatives, and Professionals to Mayhoola on account of a claim held by Mayhoola , or prevent Mayhoola from collecting on any liability established. Notwithstanding the foregoing, nothing in this paragraph shall entitle Mayhoola to assert a claim or collect on a claim against any Exculpated Party that is exculpated pursuant to Section 9.2.5 of the Plan.

66. Claims of Nasr. Nothing in the Confirmation Order, the Plan, or the Plan Documents shall prejudice or impair the right of Mounzer Nasr or Beatriz Flecha de Lima Nasr (collectively, the "*Nasrs*") to argue (i) that any property held by the Debtors is not property of the Debtors' estates or has been or is being improperly or wrongfully withheld from the Nasrs ("*Title Disputes*") and (ii) that the Nasrs have timely preserved their right to assert Title Disputes; nor shall anything in the Confirmation Order, the Plan, or the Plan Documents prejudice or impair any of the rights of the Debtors or the Reorganized Debtors to object to the Title Disputes or the timeliness of asserting the Title Disputes for any reason whatsoever.

67. No Successor Liability. Except as otherwise expressly provided in the Plan, none of the Released Parties, the New Holding Companies, the Reorganized Debtors, AIM, or any subsidiary or affiliate of any of the foregoing entities, shall be deemed to be successors to any of the Debtors with respect to any obligations for which the Debtors may be held legally responsible, by reason of any theory of law or equity, and none shall be responsible for any such obligations under any successor or transferee liability theory of any kind or character. The Released Parties, the New Holding Companies, the Reorganized Debtors, and AIM, and their subsidiaries and affiliates, shall not have to perform, pay, or indemnify creditors or otherwise

have any responsibilities for any liabilities or obligations of the Debtors, whether arising before, on, or after the Confirmation Date, except as otherwise expressly provided in the Plan.

68. Release of Liens and Indemnity. Except as otherwise expressly provided in the Plan and the SCB Plan Settlement, on the Effective Date, any and all Liens on any of the Debtors' Assets shall, without the requirement for any further Order, be released and discharged.

69. Term of Injunctions. Except as otherwise provided in the Plan or this Confirmation Order, all injunctions or stays provided in, or in connection with, the Chapter 11 Cases, whether pursuant to section 105, section 362, or any other provision of the Bankruptcy Code, other applicable law or court order, in effect immediately prior to Confirmation shall remain in full force and effect until the Effective Date and shall remain in full force and effect thereafter if so provided in the Plan, this Confirmation Order or by their own terms. In addition, on and after the Confirmation Date, the Debtors may seek further orders to preserve the status quo during the time between the Confirmation Date and the Effective Date or to enforce the provisions of the Plan.

70. Dissolution of Committee. The Committee shall be dissolved on the later of (i) the Effective Date, and (ii) the date on which any actions that the Committee has sought standing to prosecute prior to the Effective Date (including, for the avoidance of doubt, the Committee Challenge Right) are abandoned, withdrawn, or resolved by Final Order (including a Final Order denying such standing to the Committee). The Committee shall not continue to exist thereafter except for the limited purposes of filing and prosecuting any remaining fee applications and the Professionals retained by the Committee shall be entitled to compensation for services performed and reimbursement of expenses incurred in connection therewith. Upon dissolution of the Committee, the members of the Committee shall be released and discharged

from all duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases.

71. Post-Confirmation Date Retention of Professionals. After the Effective Date, any requirement that professionals employed by the Debtors comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors and New Arcapita Topco (and its subsidiaries) shall be free to employ and compensate professionals in the ordinary course of business and without the need for Court approval. Prior to the Effective Date, the retention and compensation of Professionals by the Debtors and the Committee shall be unaffected by this Confirmation Order and the *Order Granting Debtors' Motion for Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members* [Docket No. 159] and the applicable orders approving the retention of such Professionals shall remain in full force and effect.

72. Rule 2004 Examinations. The power of the Reorganized Debtors to conduct examinations pursuant to Bankruptcy Rule 2004 is expressly preserved following the Effective Date.

73. Survival of Certain Indemnification Obligations. The obligations of the Debtors (a), if any, pursuant to the Debtors' operating agreements, certificates of incorporation or formation, articles of association, by-laws, or equivalent corporate governance documents, applicable statutes, or employment agreements, to indemnify individuals who, during the course of the Chapter 11 Cases, served as their respective directors, officers, managers, agents, employees, representatives, and professionals, in respect of all present and future actions, suits, and proceedings against any of such officers, directors, managers, agents, employees,

representatives, and professionals, based upon any act or omission related to service with, for, or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, and (b) pursuant to the DIP Facility (as defined in the Exit Facility) or the Exit Facility to indemnify, reimburse or hold harmless the Exit Facility Arranger, the Exit Facility Investment Agent, the Exit Facility Collateral Agent, the Exit Facility Participants or any other Person, in each case, shall not be discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation, and reorganization.

74. Termination of Committee Challenge Right. The Committee Challenge Right shall be modified as set forth in the SCB Plan Settlement.

75. Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code (and as provided in Section 7.18 of the Plan), the applicable Reorganized Debtor(s), through its authorized agents or representatives, shall retain and may exclusively enforce any and all Causes of Action (other than Released Actions); *provided, however*, that any Causes of Action that re-vest in Reorganized Arcapita or Reorganized AIHL shall be transferred to New Arcapita Holdco 2 and New Arcapita Holdco 2 may exclusively enforce any and all such Causes of Action (other than Released Actions); *provided further, however*, that the Committee may prosecute or settle any Causes of Action that the Committee has standing to prosecute pursuant to a Final Order; *provided further, however*, that any Creditor of Falcon may enforce any Causes of Action belonging to Falcon that such Creditor has standing to prosecute pursuant to a Final Order. The Reorganized Debtors, New Arcapita Holdco 2, the Committee (solely with respect to any Causes of Action that the Committee has standing to prosecute pursuant to a Final Order), or

any Creditor of Falcon with standing to prosecute a Cause(s) of Action that belongs to Falcon (solely with respect to any Causes of Action that such Creditor has standing to prosecute pursuant to a Final Order), as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Causes of Action (other than Released Actions) and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court. New Arcapita Holdco 2 shall stand in the shoes of the Debtors and the Reorganized Debtors for purposes of the attorney client privilege held by the Debtors or the Reorganized Debtors as to any legal advice or legal services provided to or for the benefit of the Debtors or the Reorganized Debtors relating to the Causes of Action transferred to New Arcapita Holdco 2, and the disclosure or transfer of information protected by the attorney client privilege or the work product doctrine from the Debtors or Reorganized Debtors (or their counsel) to New Arcapita Holdco 2 (or its counsel) shall not constitute a waiver of the attorney client privilege or the work product doctrine. For the avoidance of doubt, the Released Actions shall be expressly waived, released, and relinquished on the Effective Date. The Debtors and the Reorganized Debtors (or any other Person authorized to prosecute the rights of the Debtors' Estates) are hereby authorized to file an adversary proceeding or other appropriate proceeding, before or after the Effective Date, to subordinate any Claim subject to subordination.

76. Nonoccurrence of Effective Date. In the event that the Effective Date does not occur, this Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

77. Objections. All objections that have not been withdrawn, waived, or settled pertaining to the confirmation of the Plan are overruled on the merits. Furthermore, all reservation of rights, responses to, and statements and comments, if any, in opposition to the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record.

78. Notice of Entry of Confirmation Order. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors are hereby authorized and directed to serve a notice of: (a) entry of this Confirmation Order; and (b) the last date to file (i) Administrative Expense Claims, (ii) Professional Compensation Claims, and (iii) Claims arising from the rejection of Executory Contracts and Unexpired Leases, substantially in the form attached hereto as **Exhibit B** (the “***Confirmation Notice***”) no later than 10 Business Days after the entry of this Confirmation Order, on all Holders of Claims and Interests and all other Persons on whom notice of the Confirmation Hearing was served. The form of the Confirmation Notice is hereby approved in all respects. The Confirmation Notice shall constitute good and sufficient notice of the entry of this Confirmation Order and of the relief granted herein, and no other or further notice of entry of this Confirmation Order or the occurrence of the Effective Date need be given.

79. Reference to Plan. Any document related to the Plan that refers to a chapter 11 plan of the Debtors other than the Plan confirmed by this Confirmation Order shall be, and hereby is, deemed to be modified such that the reference to a chapter 11 plan of the Debtors in such document shall mean the Plan confirmed by this Confirmation Order, if appropriate.

80. Rules Governing Conflicts Between Documents. In the event of a conflict between the terms or provisions of the Plan and any other Plan Documents, the terms of the Plan

shall control. In the event of a conflict between the terms of the Plan or the Plan Documents, on the one hand, and the terms of this Confirmation Order, on the other hand, the terms of this Confirmation Order shall control. This Confirmation Order shall supersede any orders of the Court issued prior to the Confirmation Date that may be inconsistent herewith.

81. Governmental Approvals Not Required. Except as set forth in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to (i) the implementation or consummation of the Plan and (ii) any related documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, any related documents, instruments or agreements related thereto, and any amendments or modifications to any of the foregoing.

82. Interest, Profit, and Attorneys' Fees. Unless otherwise specifically provided for in the Plan, this Order, or other Final Order, no postpetition interest or profit shall accrue or be paid on or in connection with any Claim or Interest, and no Holder of a Claim or Interest shall be entitled to interest or profit during the Postpetition Period on or in connection with any such Claim or Interest. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the Plan or as ordered by the Court.

83. Binding Effect. The Plan shall be binding upon the Debtors, the Reorganized Debtors, the New Holding Companies, the Exit Facility Obligor, all Holders of Claims and Interests (whether or not the Claims and Interests of such Holders are Impaired under the Plan and whether or not such Holders have accepted the Plan), parties in interest, whether Persons or Governmental Units, and their respective successors and assigns.

84. No Admissions. As to contested matters, adversary proceedings, and other Causes of Action or threatened Causes of Action, nothing in the Plan, the Plan Supplement, the Disclosure Statement, or other Plan Documents shall constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to Holders of Claims against, or Interests in, the Debtors or any of their subsidiaries and Affiliates, as debtors and debtors in possession in the Chapter 11 Cases.

85. Governing Law. Except to the extent that federal law (including, but not limited to, the Bankruptcy Code and the Bankruptcy Rules) is applicable or the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to its conflicts of law principles that would result in the application of any other law.

86. Retention of Jurisdiction. The Court retains jurisdiction over the matters set forth in Article XI of the Plan and/or section 1142 of the Bankruptcy Code.

87. Waiver of Bankruptcy Rule 3020(e). Pursuant to Bankruptcy Rule 3020(e), the 14-day stay of the Confirmation Order imposed by such Bankruptcy Rule is waived. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately upon, or concurrently with, satisfaction of the conditions set forth in the Plan.

Dated: New York, New York
June [], 2013

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit A
Plan (with Technical Modifications)

Exhibit B
Confirmation Notice

PLEASE TAKE FURTHER NOTICE of the following provisions contained in the Confirmation Order:

1. Administrative Expense Claims Bar Date. Other than with respect to Professional Compensation Claims and Cure Claims, any Person asserting an Administrative Expense Claim must submit a Proof of Claim with respect to such Administrative Expense Claim to the Debtors' Balloting and Claims Agent, Garden City Group, **so that it is actually received** on or before 4:00 p.m. (Prevailing U.S. Eastern time) on the date that is 30 days after the Effective Date (the "***Administrative Expense Claims Bar Date***").

Arcapita Bank B.S.C.(c) – Administrative Expense Claims
c/o GCG
P.O. Box 9881
Dublin, Ohio 43017-5781
Toll Free: (800) 762-7029
International: +1 (440) 389-7311
Email: ArcapitaBankInfo@gcginc.com

Any Person required to File a request for payment of Administrative Expense Claims and who does not timely File such request by the Administrative Expense Claims Bar Date shall be forever barred from asserting such Claims against the Debtors or the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Court.

2. Professional Compensation Claims. Any Person asserting a Professional Compensation Claim shall, no later than the Effective Date, provide the Debtors with a summary of the compensation for services rendered and expense reimbursement that such Person will seek to be allowed as a Professional Compensation Claim (which summary shall include, without limitation, a good faith estimate of accrued but unbilled fees and expenses through the Effective Date), and shall, no later than 30 days after the Effective Date, file a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date. Any Person required to File a request for payment of Professional Compensation Claims and who does not timely File such request by the Professional Compensation Claims Bar Date shall be forever barred from asserting such Claims against the Debtors or the Reorganized Debtors, the Estates, or their respective property, without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Court.
3. Rejection Claims. A Proof of Claim with respect to a Claim, if any, arising from the rejection of an Executory Contract or Unexpired Lease, pursuant to the Plan or otherwise must be filed with the Court within 30 days of the Effective Date. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or

their respective property, without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE that a copy of the Plan and the Confirmation Order may be obtained upon a written request to the Debtors' bankruptcy counsel, Gibson, Dunn & Crutcher, LLP, at the address specified at the end of this notice, and may be inspected (i) at the office of the Clerk of the Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004-1408 during regular business hours, (ii) on the Bankruptcy Court's internet site at www.nysb.uscourts.gov, and/or (iii) free of charge on the internet site established by the Debtors' balloting and claims agent, Garden City Group, at www.gcginc.com/cases/arcapita.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order, and their respective terms and provisions, are binding on the Debtors, the Reorganized Debtors, any entity acquiring or receiving property or a Distribution under the Plan, and any present or former Holder of a Claim against or Interest in the Debtors and their respective successors, assigns, and parties in interest, including all Governmental Units, whether or not the applicable Claim or Interest of such Holder is impaired under the Plan and whether or not such Holder or entity voted to accept or reject the Plan (or abstained from voting on the Plan).

ALL PLEADINGS FILED WITH, AND ORDERS ENTERED BY, THE BANKRUPTCY COURT ARE AVAILABLE FOR INSPECTION ON THE BANKRUPTCY COURT'S INTERNET SITE AT <http://www.nysb.uscourts.gov> AND AT NO COST ON THE INTERNET SITE ESTABLISHED BY THE DEBTORS' BALLOTING AND CLAIMS AGENT, GCG, AT <http://www.gcginc.com/cases/arcapita>.

Dated: New York, New York
_____, 2013

Respectfully submitted,

Michael A. Rosenthal (MR-7006)
Craig H. Millet (admitted *pro hac vice*)
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