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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)
	: :
Reorganized Debtors.	: Jointly Administered
-----X	
IN RE:	: Chapter 11
	: :
FALCON GAS STORAGE COMPANY, INC.,	: Case No. 12-11790 (SHL)
	: :
Debtor.	: :
-----X	

**NOTICE OF FILING OF REVISED 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 (WITH FIRST TECHNICAL MODIFICATIONS) AS TO
FALCON GAS STORAGE COMPANY, INC.**

PLEASE TAKE NOTICE that, on January 15, 2014, Falcon Gas Storage Company, Inc. (“*Falcon*”) filed a proposed Order (the “*Original Proposed Falcon Confirmation Order*”) confirming the *Confirmed Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code (With First Technical Modifications)* [Docket No. 1265] (the “*Plan*”) with respect to Falcon.

PLEASE TAKE FURTHER NOTICE that Falcon hereby files a revised proposed Order (the “***Revised Proposed Falcon Confirmation Order***”) confirming the Plan with respect to Falcon. A copy of the Revised Proposed Falcon Confirmation Order is attached hereto as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that a redline, showing changes between the Original Proposed Falcon Confirmation Order and the Revised Proposed Falcon Confirmation Order is attached hereto as Exhibit 2.

Dated: New York, New York
January 20, 2014

Respectfully submitted,

/s/ Michael A. Rosenthal
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Exhibit 1

Revised Proposed Falcon Confirmation Order

**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)**
: :
Reorganized Debtors. : **Jointly Administered**
-----X
IN RE: : **Chapter 11**
: :
FALCON GAS STORAGE COMPANY, INC., : **Case No. 12-11790 (SHL)**
: :
Debtor. :
-----X

**ORDER CONFIRMING THE SECOND AMENDED JOINT PLAN OF
REORGANIZATION AS TO FALCON GAS STORAGE COMPANY UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

This Order (the “*Falcon Confirmation Order*”) confirming the *Confirmed Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code (With First Technical Modifications)*, dated as of June 11, 2013 [Dkt. 1265] (the “*Plan*”),¹ as to Falcon Gas Storage Company, Inc. (“*Falcon*”) is entered based on the following background.

Arcapita Bank B.S.C.(c)and certain of its affiliates, including Falcon, as debtors and debtors in possession (collectively, the “*Debtors*”), 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 April 25, 2013 [Dkt. 1036] (the “*Filed Plan*”); and the *Disclosure Statement with Respect to Second Amended Joint Plan of Reorganization of Arcapita Bank*

¹ All capitalized terms used and not otherwise defined in this Falcon Confirmation Order shall have the meanings defined in the Plan and as defined in the Arcapita Confirmation Order.

B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code, dated April 25, 2013 [Dkt. 1038] (as amended, the “**Disclosure Statement**”).

At the June 11, 2013, hearing to consider the confirmation of the Plan (the “**Arcapita Confirmation Hearing**”), the Court confirmed the Plan as to all Debtors *except* Falcon. As provided in the *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 with Respect to Each Debtor Other Than Falcon Gas Storage Company, Inc. Under Chapter 11 of the Bankruptcy Code* entered on June 17, 2013 [Dkt. 1262] (the “**Arcapita Confirmation Order**”) the Court adjourned the hearing to consider confirmation of the Plan with respect to Falcon, pending the ruling of the Bankruptcy Court on objections to provisions of the Plan providing for the fully subordinated treatment of the Claims of Tide Natural Gas Storage I, LP and Tide Natural Gas Storage II, LP (together, “**Tide**”) in Classes 10(a) and 10(g) of the Plan (the “**Tide Subordination Dispute**”), which had been argued before the Court at a hearing on June 10, 2013 and then taken under advisement. The Arcapita Confirmation Order made no rulings or findings as to the confirmation of the Plan as to Falcon and all rights to object to the confirmation of the Plan as to Falcon were preserved pending the occurrence of a later confirmation hearing to consider confirmation of the Plan as to Falcon. Falcon also reserved all of its rights with respect to Tide and any other objecting party.

Pursuant to this Court’s *Order Authorizing and Approving Tide/Hopper Settlement* [Dkt. No. ___] (the “**Tide/Hopper Settlement Order**”) the Tide Subordination Dispute and other issues have now been resolved. On December 30, 2013, Falcon filed the *Notice of (I) Motion To Approve Falcon Settlement With Tide, The Hopper Parties, and HSBC; And (II) Hearing To Consider Confirmation of Adjourned Falcon Plan* [Dkt. 1721] (the “**Notice of Falcon**

Confirmation Hearing”) giving notice of a confirmation hearing on the Plan as to Falcon on January 21, 2014 (the “*Falcon Confirmation Hearing*”), and on January 15, 2014, Falcon filed *Falcon’s Supplemental Memorandum of Law In Support of Confirmation of Chapter 11 Plan* [Dkt. 1737] (the “*Falcon Supplemental Confirmation Brief*”). Based on the Tide/Hopper Settlement Order, the Falcon Supplemental Confirmation Brief, the Notice of Falcon Confirmation Hearing, all filings and evidence submitted in support of the confirmation of the Plan as to Falcon, all filings and evidence submitted in support of the confirmation of the Plan as to all other Debtors (as recited in the Arcapita Confirmation Order), and the record of the Falcon Confirmation Hearing;

NOW, THEREFORE, IT IS HEREBY FOUND AND DETERMINED that:

A. **Findings and Conclusions.** The findings and conclusions set forth in this Falcon Confirmation Order and in the record of the Falcon 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) (the “*Initial Debtors*”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. On April 5, 2012, the U.S. Trustee appointed the Committee pursuant to section 1102 of the Bankruptcy Code. On April 30, 2012, Falcon filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code 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 Initial Debtors. Falcon is operating its businesses and managing its properties

as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Falcon Chapter 11 Case.

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

The Court has jurisdiction over the Falcon Chapter 11 Case under 28 U.S.C. §§ 157 and 1334. Confirmation of the Plan as to Falcon is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (L) over which the Court has exclusive jurisdiction. Falcon is an eligible debtor 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 Debtors' 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, including, without limitation, the Arcapita Confirmation Hearing and the Falcon Confirmation Hearing. In entering this Falcon Confirmation Order, the Court has considered all briefs, motions, exhibits, evidence and other filings submitted in support of the confirmation of the Plan as to all Debtors, as reflected on the docket, as referenced in the Arcapita Confirmation Order and as referenced in this Falcon Confirmation Order, and all evidence and arguments made, proffered, or adduced at the Arcapita Confirmation Hearing or the Falcon Confirmation Hearing.

E. Technical Modifications to the Plan. On January 15, 2014, Falcon filed a "blackline comparison," showing all of the modifications made to the Filed Plan by the Plan (the "**Modifications**"). The Court has reviewed the Modifications, and finds that the Modifications are not material and/or adverse to any party in interest as to Falcon, and Falcon is not required to solicit new acceptances of the Plan from the Holders of Claims and Interests eligible to vote to

accept or reject the Plan as to Falcon. Accordingly, as to Falcon, the Plan complies with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

F. **Burden Of Proof.** Falcon, as a proponent of the Plan, has met its 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 as to Falcon 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 Bankruptcy Rules for the Southern District of New York (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.** Falcon has given proper and sufficient notice of the adjourned Falcon Confirmation Hearing as required by Bankruptcy Rule 3017(d). Due, adequate, and sufficient notice of the Falcon 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 Falcon 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.

I. **Plan Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** As to Falcon, the Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies Falcon as a proponent 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, Classes 1(g), 3(g), 5(g), 7(g), 8(g), 9(g) and 10(g) of which pertain to Claims against and Interests in Falcon. 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 in the Plan as to Falcon. 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, as to Falcon, Classes 1(g) and 3(g) 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)).** As to Falcon, Article III of the Plan designates Class 5(g) (General Unsecured Claims), Class 7(g) (Intercompany Claims), Class 8(g) (Subordinated Claims), Class 9(g) (Interests), and Class 10(g) (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)).** As to Falcon, the Plan provides for the same treatment for each Claim or Interest in the same 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 provide adequate and proper means for the implementation of the Plan as to Falcon. 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, including Falcon, 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, Falcon properly and adequately disclosed or otherwise identified the members of its New Board, 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)).** As to Falcon, the Plan's other provisions are appropriate, in the best interests of Falcon and its Estate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, the provisions for (i) the assumption or rejection of executory contracts and unexpired leases, and (ii) the Reorganized Debtors' retention of the Causes of Action (other than the Released

Actions) whether arising before or after the Petition Date.

(i) **Exculpations and Injunctions.** The Plan's provisions related to (i) the exculpation of the Exculpated Parties with respect to actions related to or taken in furtherance of the Chapter 11 Cases, and (ii) the injunctions enforcing the foregoing exculpations, as well as the discharge of Claims against the Debtors, 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 Falcon as one of the Debtor entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

J. **Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(2)).** Falcon has 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)).** Falcon has 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. In addition to the Debtors other than Falcon, Falcon filed its Chapter 11 Case 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 Falcon 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)).** Falcon has disclosed the identities of the initial members of its New Board, 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 of the Plan as to Falcon (the “*Falcon 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 Falcon and the nature of such insider’s compensation have also been disclosed. 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 Arcapita Confirmation Hearing and the Falcon 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 with respect to Falcon has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Falcon Effective Date, that is not less than

the amount that such Holder would receive or retain if Falcon 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)). As to the Classes of Claims in the Plan pertaining to Falcon:

(a) Classes 1(g) and 3(g) are Unimpaired under the Plan, and pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan.

(b) Class 5(g) (General Unsecured Claims) is Impaired by the Plan and it has accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code.

(c) Class 9(g) (Interests) is Impaired by the Plan and it has accepted the Plan in accordance with section 1126(d) of the Bankruptcy Code.

(d) As a result of the settlement approved in the Tide/Hopper Settlement Order, all Claims in Class 7(g) (Intercompany Claims) and Class 10(g) (Super-Subordinated Claims) will be withdrawn prior to the Falcon Effective Date.

(e) Pursuant to the terms of the settlement approved in the Tide/Hopper Settlement Order, all votes previously cast by Tide in Class 8(g) (Subordinated Claims) are deemed withdrawn and vacated.

Accordingly, each actual Class of Claims and Interests has accepted the Plan, and section 1129(a)(8) of the Bankruptcy Code is satisfied.

Q. Treatment of Administrative, Priority and Tax Claims (11 U.S.C. § 1129(a)(9)). To the extent applicable to Falcon, 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)).** Class 5(g) (General Unsecured Claims), is an Impaired Class that has accepted the Plan. No insiders hold Claims in Class 5(g). Therefore, the Plan satisfies the requirement of section 1129(a)(10) of the Bankruptcy Code that at least one Class of Claims 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.

S. **Feasibility (11 U.S.C. § 1129(a)(11)).** To the extent applicable to Falcon, the projections set forth in Exhibit C to the Disclosure Statement and other evidence proffered or adduced by the Debtors prior to or at the Arcapita Confirmation Hearing and the Falcon 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 Falcon as a Reorganized Debtor beyond the liquidation that is contemplated by the Plan as to Falcon. Thus, the Plan satisfies 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 by Falcon 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 Falcon Effective Date pursuant to Article XII of the Plan. Thus, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

U. **Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)).** To the extent applicable to Falcon, 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)).** Falcon is 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)).** Falcon is not 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 by Falcon 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. **Only One Plan (11 U.S.C. § 1129(c)).** The Plan is the only chapter 11 plan of reorganization currently proposed as to Falcon in the Chapter 11 Cases, and no other chapter 11 plan of reorganization was filed with respect to Falcon in the Chapter 11 Cases for which there is an unrevoked order of confirmation. Thus, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

Z. **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.

AA. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** Based on the record in the Chapter 11 Cases, Falcon and its 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.

BB. Assumption, Assignment, and Rejection (11 U.S.C. § 1123(b)(2)). To the extent applicable to Falcon, 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 Falcon's assumption and assignment (to the extent applicable) of executory contracts and unexpired leases pursuant to the Plan. The assumption and assignment (to the extent applicable) of Falcon's executory contracts and unexpired leases pursuant to the Plan is in Falcon's valid business judgment, and Falcon, the Reorganized Debtors, the New Holding Companies (or any of their subsidiaries) and all other assignees of assumed Executory Contracts and Unexpired Leases 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 (to the extent applicable). No further adequate assurance of future performance is required.

CC. Cure of Defaults (11 U.S.C. § 1123(d)). To the extent applicable to Falcon, 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 Falcon 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.

DD. 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, including, without limitation, those settlements approved in the Tide/Hopper Settlement Order (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, including Falcon, 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.

EE. **Senior Management Global Settlement.** To the extent applicable to Falcon, the Senior Management Global Settlement has been negotiated in good faith and at arm's-length and is within the range of reasonableness.

FF. **Cooperation Settlement Term Sheet.** To the extent applicable to Falcon, 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.

GG. **Satisfaction of Confirmation Requirements and Conditions to Confirmation.** As to Falcon, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. **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.

II. **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 release, injunction, and exculpation provisions set forth in Article IX of the Plan. 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, 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, including Falcon, and are in the best interests of the Falcon estate, its creditors, Holders of Interests, and Falcon as a Reorganized Debtor. 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 Arcapita Confirmation Hearing and the Falcon

Confirmation Hearing, as to Falcon, the releases, injunctions, and exculpation set forth in Article IX of the Plan are consistent with sections 105, 524, 1123, and 1129 of the Bankruptcy Code. To the extent applicable to Falcon, all releases, exculpations, and injunctions embodied in the Plan (i) are a necessary and integral part of the Plan, including because certain of the Exculpated Parties are beneficiaries of indemnity obligations, (ii) are not contrary to any provisions of the Bankruptcy Code or applicable law, (iii) confer material benefits on the Falcon's Estate, (iv) are in the best interests of Falcon and its Estate, and its Creditors, (v) were granted or imposed in exchange for good, valuable and significant consideration by the Released Parties and the Exculpated Parties, (vi) are fair, equitable and reasonable, (vii) are valid exercises of Falcon's business judgment, and (viii) are important to the overall objectives of the Plan to finally resolve all claims among, against or affecting Falcon, its Estate and its organization, capitalization, operation and reorganization.

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

KK. **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.

LL. **Confirmation as to Falcon Only.** This Falcon Confirmation Order pertains only to the confirmation of the Plan as to Falcon and not any other Debtor and nothing in this Falcon Confirmation Order vacates, alters, modifies or amends the Arcapita Confirmation Order or the Plan as to all Debtors other than Falcon.

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

IT IS HEREBY ORDERED:

1. Tide Objection to Confirmation Resolved. As set forth in the Tide/Hopper Settlement Agreement approved in the Tide/Hopper Settlement Order, for purposes of confirmation of the Plan as to Falcon, the Tide Claims, Tide Claim Objections, and Tide Subordination Dispute shall be deemed to be withdrawn, with prejudice, and any vote submitted by Tide with respect to the Tide Claims shall not be counted. Based thereon, Tide's objections to Confirmation of the Plan as to Falcon [Dkts. 1173 and 1232] are moot and, to the extent necessary, are overruled.

2. ACE/Westchester Objection to Confirmation Resolved. The limited objections of ACE American Insurance Company and possibly one or more additional affiliates and/or subsidiaries (collectively, the "*ACE Companies*") to the confirmation of the Plan as to Falcon [Dkt. 1178] are settled and resolved as follows: Notwithstanding any other term or provision in the Plan or the Falcon Confirmation Order, neither Falcon, Reorganized Falcon, nor any other Person on behalf of Falcon may assert any claims or Causes of Action against the ACE Companies for coverage under any policy of insurance issued by the ACE Companies to Falcon.

3. Mayhoola Objection to Confirmation Resolved. To the extent the objection of Mayhoola to confirmation of the Plan as to the Debtors [Dkt. 1165] was intended to specifically include an objection to the confirmation of the Plan as to Falcon, then the objection to confirmation of Mayhoola is resolved as follows: Nothing in the Plan or the Falcon 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 Falcon Confirmation Order shall operate to enjoin or impede the ability of Mayhoola from commencing a lawsuit 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.

4. Nasr Objection to Confirmation Resolved. To the extent the objection of Nasr to confirmation of the Plan as to the Debtors [Dkt. 1182] was intended to specifically include an objection to the confirmation of the Plan as to Falcon, then the objection to confirmation of Nasr is resolved as follows: Nothing in the Falcon 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 or the Reorganized 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, and for the Nasrs to be granted a remedy with respect thereto; nor shall anything in the Falcon 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.

5. Other Objections Overruled. All objections that have not been withdrawn, waived, or settled pertaining to the confirmation of the Plan are overruled on the merits. Furthermore, all reservations of rights with respect to, 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 Falcon Confirmation Hearing, shall be, and hereby are, overruled in their entirety.

6. The Plan is Confirmed as to Falcon. The Plan is approved and confirmed as to Falcon 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 Falcon 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 as to Falcon that have not been resolved or withdrawn are hereby overruled on the merits.

7. Falcon Effective Date - Condition Precedent. Notwithstanding anything to the contrary in this Falcon Confirmation Order and Article X of the Plan, and in addition to the provisions of Article X of the Plan, the Plan shall not become effective as to Falcon until after the occurrence of the Settlement Payment Date as provided in the terms of the Tide/Hopper Settlement Agreement approved in the Tide/Hopper Settlement Order.

8. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Falcon 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 as to Falcon in their entirety.

9. 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 Falcon's creditors and interest holders in connection with voting on the Plan: (i) was set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) 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 (iii) shall not be binding on Falcon, Reorganized Falcon, creditors, or interest holders for purposes other than voting on the Plan.

10. 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, 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.

11. Senior Management Global Settlement. To the extent applicable to Falcon, 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. To the extent applicable to Falcon, 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.

12. Cooperation Settlement Term Sheet. To the extent applicable to Falcon, the settlements contemplated by the Cooperation Settlement Term Sheet, as set forth in the documents implementing the Cooperation Settlement Term Sheet, are hereby approved.

13. Continued Existence. Except as otherwise provided in the Plan, Falcon shall continue to exist on and after the Falcon Effective Date as a separate legal entity, with all the rights and powers applicable to it under applicable law and its organizational documents and without prejudice to any right to alter or terminate its 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 Falcon shall remain the obligations solely of Falcon or Reorganized Falcon and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

14. Re-vesting of Assets. Except as expressly provided in the Plan, the Implementation Memorandum, or in this Falcon Confirmation Order, the Assets of Falcon's Estate shall re-vest in Falcon as a Reorganized Debtor ("***Reorganized Falcon***") on the Falcon Effective Date. The Court shall retain jurisdiction to determine disputes as to property interests created or vested by the Plan. From and after the Falcon Effective Date, Reorganized Falcon may operate its 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 Falcon Confirmation Order. As of the Falcon Effective Date, all property of Reorganized Falcon shall be free and clear of all Claims and Interests.

15. Implementation Transactions. To the extent applicable to Falcon, all implementation steps set forth in the Implementation Memorandum and the Cooperation

Settlement Term Sheet are hereby approved, and Falcon is authorized to enter into and consummate all transactions in furtherance of the Plan. To the extent applicable to Falcon, any transaction contemplated by the Implementation Memorandum and/or the Cooperation Settlement Term Sheet may be effected prior to, on or subsequent to the Falcon Effective Date without any further action by Holders of Interests or the directors, managers or other responsible persons of any of Falcon, Reorganized Falcon, the Reorganized Debtors, or the New Holding Companies.

16. Cancellation of Securities and Agreements. To the extent applicable to Falcon, upon the Falcon Effective Date, the Plan as to Falcon shall be consummated in accordance with the provisions set forth therein and: (i) the Claims against and Interests in Falcon, whether arising under any 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 Falcon (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 Falcon shall not have any continuing obligations therefor; and (ii) the Claims against and Interests in Falcon 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 Falcon (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.

17. Reorganized Falcon. On the Falcon Effective Date, the New Board of Falcon shall consist of the existing board of directors of Falcon, and Falcon shall adopt its New Governing Documents. Falcon is authorized to adopt any other agreements, documents, and instruments and to take any other action necessary or desirable to consummate the Plan.

18. 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 Falcon shall be the general responsibility of its board of directors or managers and senior officers (as provided under applicable law), which shall, after the Falcon Effective Date, have the responsibility for the management, control, and operation of Falcon; *provided, however*, that certain of these functions may 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 Falcon from the Petition Date through and until the Falcon Effective Date are hereby ratified and approved.

19. Directors and Officers of Reorganized Falcon. On and after the Falcon Effective Date, the business and affairs of Falcon shall be managed by its New Board, as well as its respective officers, directors, managers or other responsible persons.

20. New Employment, Retirement, Indemnification, and Other Related Agreements. On the Falcon Effective Date, and to the extent applicable to Falcon, the New Board of Falcon shall be, automatically and without further action on the part of the New Board,

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 Falcon Effective Date, and to the extent applicable to Falcon, 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 Board of Falcon, be deemed to be adopted by Falcon and shall be fully operative and enforceable, and Falcon and its New Board 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 Falcon Effective Date, except as set forth in this Paragraph [20] of the Falcon Confirmation Order and Section 7.14 of the Plan, and to the extent applicable to Falcon, Falcon shall have the authority 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.

21. Effectuating Documents; Further Transactions. On and after the Falcon Effective Date, and to the extent applicable to Falcon, Falcon and the officers and members of its New Board are authorized to, and may, in the name of and on behalf of Falcon, 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 any agreements or documents

related thereto, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

22. Entity Action. Upon the Falcon Effective Date, all actions contemplated by the Plan, to the extent applicable to Falcon, 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 occurring before, on, or after the Effective Date). Upon the Falcon Effective Date, to the extent applicable to Falcon, all matters provided for in the Plan involving the entity structure of Falcon or any other Debtor, the Reorganized Debtors or the New Holding Companies, and any action required by Falcon, the other 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 the Falcon Effective Date, and to the extent any action is required by Falcon, the appropriate officers of Falcon 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 Falcon, including, without limitation, the Senior Management Global Settlement and 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.

23. Section 1146 Exemption. Pursuant to section 1146 of the Bankruptcy Code, to the extent applicable to Falcon, any transfers of property (whether from Falcon 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 Falcon or any 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; or (iv) 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 instruments 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 Falcon 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.

24. Exemption from Registration Requirements. Pursuant to section 1145 of the Bankruptcy Code, and to the extent applicable to Falcon, 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.

25. Disbursing Agent and Distributions. The Disbursing Agent shall make or cause to be made the Distributions required by Falcon 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.

26. 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 and Interests in Falcon (including the claims register in the Chapter 11 Cases) shall be closed. For purposes of the Plan, Falcon, the other Debtors, the Estates, the Reorganized Debtors and the Disbursing Agent shall have no obligation to recognize the transfer of any Claim or Interest 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 Falcon Confirmation Order is entered on the docket of the Bankruptcy Court).

27. Dates of Distributions. Except as provided in this Falcon Confirmation Order, and to the extent applicable to Falcon, Distributions under the Plan shall be made by the Disbursing Agent on the Distribution Dates. 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 Falcon 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.

28. 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 Falcon 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 Falcon 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.

29. 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.

30. 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.

31. 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.

32. 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, Falcon, the other 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 Falcon. Nothing in this Falcon 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.

33. Disputed Claims and Interests. If Falcon or any other party in interest disputes any Claim against or Interest in Falcon, 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 Falcon as provided for in Sections 8.11 and 8.12 of the Plan. Falcon (before the Falcon Effective Date), or Reorganized Falcon (on or after the Falcon Effective Date) may elect, at its 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 Falcon. 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.

34. Objections to Claims and Interests. Unless a different time is set by a separate order of the Court or otherwise established by the Plan, all objections to Claims and Interests must be filed by the 180th day following the latest of (i) the Falcon Effective Date, (ii) the date such Claim is Filed, and (iii) such later date as may be established from time to time by this Court as the last date for filing objections to such Claim (the “*Falcon 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.

35. Compromises and Settlements. From and after the Falcon Effective Date, Reorganized Falcon may compromise and settle any Claims or Causes of Action with approval of this Court.

36. Preservation of Falcon’s Rights. Nothing herein shall prejudice Falcon’s right to compromise and settle, prior to the Falcon Effective Date, any Claims against it or claims it may have against other Persons, subject to approval of this Court.

37. 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.

38. 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.

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

40. Rejected Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or pursuant to this Falcon Confirmation Order, all Executory Contracts and Unexpired Leases that exist between Falcon 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 Falcon 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 Falcon 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.

41. Assumed and Assigned Executory Contracts and Unexpired Leases. To the extent applicable to Falcon, the Court hereby approves the assumption and assignment (to the extent 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 Falcon Effective Date. For the avoidance of doubt, on the Falcon Effective Date, to the extent applicable to Falcon, Falcon shall be authorized to assume, and shall assume, the Senior Management Global Settlement, the obligations of the Debtors under the Employee Program and Global Settlement Order, and the Existing Management/Administration Agreements, and shall assign each of these agreements and obligations to one of the New Holding Companies. To the extent applicable to Falcon, 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, as of the Falcon Effective Date, re-vest in and be fully enforceable by Reorganized Falcon in accordance with its terms, except as such terms are modified by the provisions of the Plan or any other order of the Court.

42. Claims Based on Rejection of Executory Contracts or Unexpired Leases. A Proof of Claim with respect to a Claim against Falcon, 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 Falcon 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 Falcon or Reorganized Falcon, the Estates, or their respective property, without the need for any objection by Reorganized Falcon 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.

43. Cure of Defaults. To the extent applicable to Falcon, 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 Falcon 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. To the extent applicable to Falcon, 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.

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

Contracts and leases entered into by Falcon during the Postpetition Period (to the extent entry into such contracts and leases was consistent with the requirements of the Bankruptcy Code), and any Executory Contracts and Unexpired Leases assumed by Falcon during the Postpetition Period, shall be performed by Falcon and, after the Falcon Effective Date, by Reorganized Falcon. Such contracts and leases shall be unaffected by entry of this Falcon Confirmation Order.

45. 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 Falcon 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, supplement, or restatement.

46. Falcon's 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 Falcon that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that Reorganized Falcon 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, Falcon or Reorganized Falcon, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

47. Professional Compensation Claims Escrow Account. The Professional Compensation Claims Escrow Account was established and funded by the Debtors other than Falcon and Falcon shall have no additional obligation to establish and fund the Professional Compensation Claims Escrow Account.

48. Professional Compensation Claims. Any Person asserting a Professional Compensation Claim as to Falcon shall, no later than 30 days after the Falcon Effective Date, file

a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Falcon Effective Date. To the extent that such an application is granted by the Court, the requesting Person shall receive: (i) payment of Cash in an amount equal to the amount Allowed by the Court less all interim compensation paid to such Professional during the Chapter 11 Cases on account of the same services and expenses, such payment to be made before the later of (a) the Falcon 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 Reorganized Falcon (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 on account of the same services and expenses).

49. Administrative Expense Claims. On the later of (i) the Falcon Effective Date or (ii) if an Administrative Expense Claim as to Falcon is not Allowed as of the Falcon Effective Date, 30 days after the date on which such Administrative Expense Claim becomes Allowed, Reorganized Falcon shall either (a) pay to each Holder of such 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 Falcon (or Reorganized Falcon, 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 as to Falcon 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 date that is 30 days after the Falcon Effective Date.

50. Discharge of Claims and Termination of Interests. The Confirmation of the Plan shall, as of the Falcon Effective Date: (i) discharge Falcon, Reorganized Falcon and any of its or their Assets from all Claims, demands, liabilities, other debts and Interests that arose on or before the Falcon 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 Falcon, Reorganized Falcon or any of its 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 Falcon Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code. The discharge provided in this paragraph shall void any judgment obtained against Falcon at any time, to the extent that such judgment relates to a discharged Claim or Interest.

51. Injunction Related to Discharge. Except as otherwise provided in the Plan or this Falcon Confirmation Order, all entities, wherever located in the world, that have held, currently hold, or may hold Claims or other debts or liabilities against Falcon, or any Interest in Falcon, that are discharged pursuant to the terms of the Plan and this Falcon Confirmation Order, are permanently enjoined, on and after the Falcon 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 Falcon, Reorganized Falcon, or any of its Assets; (iii) creating, perfecting, or enforcing any Lien or encumbrance against Falcon, Reorganized Falcon, or any of its Assets; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to Falcon, Reorganized Falcon, or with respect to any of its 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 Falcon Confirmation Order. This injunction shall extend to any successor of Falcon, Reorganized Falcon, and any of its 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 Falcon, Reorganized Falcon, its Estate, its 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.

52. Releases, Injunction, and Exculpation. The releases, injunction, and exculpation set forth in Article IX of the Plan are hereby approved, and shall, as of the Falcon Effective Date, be effective and binding on all Persons and entities, to the extent provided therein and to the maximum extent of applicable law; *provided* that the releases, injunction, and exculpation shall not release any post-Falcon Effective Date obligations of any party under the

Plan or any document, instrument, or agreement (including, to the extent applicable to Falcon, the documents filed in the Plan Supplement) executed to implement the Plan.

53. 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 Falcon with respect to any obligations for which Falcon 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, (including Reorganized Falcon) and AIM, and their subsidiaries and affiliates, shall have no obligation to perform, pay, or indemnify creditors or otherwise have any responsibilities for any liabilities or obligations of Falcon, whether arising before, on, or after the Confirmation Date, except as otherwise expressly provided in the Plan.

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

55. Term of Injunctions. Except as otherwise provided in the Plan or this Falcon 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 Falcon Effective Date and shall remain in full force and effect thereafter if so provided in the Plan, this Falcon Confirmation Order or by their own terms. In addition, on and after the Confirmation Date, Falcon may seek further orders to preserve the

status quo during the time between the Confirmation Date and the Falcon Effective Date or to enforce the provisions of the Plan.

56. Post-Confirmation Date Retention of Professionals. After the Falcon Effective Date, any requirement that professionals employed by Falcon comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized Falcon shall be free to employ and compensate professionals in the ordinary course of business and without the need for Court approval. Prior to the Falcon Effective Date, the retention and compensation of Professionals by Falcon shall be unaffected by this Falcon Confirmation Order and, as to Falcon, 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.

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

58. Survival of Certain Indemnification Obligations. The obligations of Falcon, if any, pursuant to Falcon's 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

Falcon on or before the Falcon Effective Date, as such obligations were in effect at the time of any such act or omission, 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, to the extent applicable to Falcon, shall be performed and honored by Reorganized Falcon regardless of such confirmation, consummation, and reorganization.

59. Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code (and as provided in Section 7.18 of the Plan), Reorganized Falcon, 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 Creditor of Falcon may enforce any Causes of Action belonging to Falcon that such Creditor has standing to prosecute pursuant to a Final Order. Reorganized Falcon, and/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. For the avoidance of doubt, the Released Actions shall be expressly waived, released, and relinquished on the Falcon Effective Date. Falcon and Reorganized Falcon (or any other Person authorized to prosecute the rights of Falcon's Estate) are hereby authorized to file an adversary proceeding or other appropriate proceeding, before or after the Falcon Effective Date, to subordinate any Claim subject to subordination.

60. Nonoccurrence of Effective Date. In the event that the Falcon 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.

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

62. Reference to Plan. To the extent applicable to Falcon, any document related to the Plan that refers to a chapter 11 plan of the Debtors other than the Plan confirmed by this Falcon 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 as to Falcon confirmed by this Falcon Confirmation Order, as appropriate.

63. 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. As to Falcon, 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 Falcon Confirmation Order, on the other hand, the terms of this Falcon Confirmation Order shall control. This Falcon Confirmation Order shall supersede any orders of the Court issued prior to the Confirmation Date that may be inconsistent herewith.

64. Governmental Approvals Not Required. Except as set forth in the Plan, as to Falcon, this Falcon 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.

65. Interest, Profit, and Attorneys' Fees. Unless otherwise specifically provided for in the Plan, this Falcon Confirmation 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; *provided*, that Holders of Allowed Claims in Class 5(g) shall be entitled to interest at the legal rate of interest in effect on the Petition Date, 0.18% per annum, for the period from the Petition Date through and including the Falcon Effective Date. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim against, or Interest in, Falcon, except as otherwise ordered by the Court.

66. Binding Effect. The Plan shall be binding upon Falcon, Reorganized Falcon, the New Holding Companies, all Holders of Claims against, and Interests in, Falcon (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.

67. 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, Falcon or any other Debtor or any of their subsidiaries and Affiliates, as debtors and debtors in possession in the Chapter 11 Cases.

68. 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.

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

70. Waiver of Bankruptcy Rule 3020(e). Pursuant to Bankruptcy Rule 3020(e), the 14-day stay of the Falcon Confirmation Order imposed is waived. Falcon is authorized to consummate the Plan and the transactions contemplated thereby immediately upon, or

concurrently with, satisfaction of the conditions set forth in the Plan, as modified by this Falcon Confirmation Order.

Dated: New York, New York
January, __ 2014

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit A
Confirmation Notice

Exhibit 2

Redline of Revised Proposed Falcon Confirmation Order

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

-----X
: **Chapter 11**
: **Case No. 12-11076 (SHL)**
: **Jointly Administered**
-----X
IN RE: : **Chapter 11**
: **Case No. 12-11790 (SHL)**
: **Debtor.**
-----X

IN RE: : **Chapter 11**
: **Case No. 12-11076 (SHL)**
: **Jointly Administered**
-----X
IN RE: : **Chapter 11**
: **Case No. 12-11790 (SHL)**
: **Debtor.**
-----X

**ORDER CONFIRMING THE SECOND AMENDED JOINT PLAN OF
REORGANIZATION AS TO FALCON GAS STORAGE COMPANY UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

This Order (the “*Falcon Confirmation Order*”) confirming the *Confirmed Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code (With First Technical Modifications)*, dated as of June 11, 2013 [Dkt. 1265] (the “*Plan*”),¹ as to Falcon Gas Storage Company, Inc. (“*Falcon*”) is entered based on the following background.

Arcapita Bank B.S.C.(c)and certain of its affiliates, including Falcon, as debtors and debtors in possession (collectively, the “*Debtors*”), 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 April 25, 2013 [Dkt. 1036] (the “*Filed Plan*”); and the *Disclosure Statement with Respect to Second Amended Joint Plan of Reorganization of Arcapita Bank*

¹ All capitalized terms used and not otherwise defined in this Falcon Confirmation Order shall have the meanings defined in the Plan and as defined in the Arcapita Confirmation Order.

B.S.C.(c) and Related Debtors Under Chapter 11 of the Bankruptcy Code, dated April 25, 2013 [Dkt. 1038] (as amended, the “**Disclosure Statement**”).

At the June 11, 2013, hearing to consider the confirmation of the Plan (the “**Arcapita Confirmation Hearing**”), the Court confirmed the Plan as to all Debtors *except* Falcon. As provided in the *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 with Respect to Each Debtor Other Than Falcon Gas Storage Company, Inc. Under Chapter 11 of the Bankruptcy Code* entered on June 17, 2013 [Dkt. 1262] (the “**Arcapita Confirmation Order**”) the Court adjourned the hearing to consider confirmation of the Plan with respect to Falcon, pending the ruling of the Bankruptcy Court on objections to provisions of the Plan providing for the fully subordinated treatment of the Claims of Tide Natural Gas Storage I, LP and Tide Natural Gas Storage II, LP (together, “**Tide**”) in Classes 10(a) and 10(g) of the Plan (the “**Tide Subordination Dispute**”), which had been argued before the Court at a hearing on June 10, 2013 and then taken under advisement. The Arcapita Confirmation Order made no rulings or findings as to the confirmation of the Plan as to Falcon and all rights to object to the confirmation of the Plan as to Falcon were preserved pending the occurrence of a later confirmation hearing to consider confirmation of the Plan as to Falcon. Falcon also reserved all of its rights with respect to Tide and any other objecting party.

Pursuant to this Court’s *Order Authorizing and Approving Tide/Hopper Settlement* [Dkt. No. ___] (the “**Tide/Hopper Settlement Order**”) the Tide Subordination Dispute and other issues have now been resolved. On December 30, 2013, Falcon filed the *Notice of (I) Motion To Approve Falcon Settlement With Tide, The Hopper Parties, and HSBC; And (II) Hearing To Consider Confirmation of Adjourned Falcon Plan* [Dkt. 1721] (the “**Notice of Falcon**

Confirmation Hearing”) giving notice of a confirmation hearing on the Plan as to Falcon on January 21, 2014 (the “*Falcon Confirmation Hearing*”), and on January 15, 2014, Falcon filed *Falcon’s Supplemental Memorandum of Law In Support of Confirmation of Chapter 11 Plan* [Dkt. [—1737](#)] (the “*Falcon Supplemental Confirmation Brief*”). Based on the Tide/Hopper Settlement Order, the Falcon Supplemental Confirmation Brief, the Notice of Falcon Confirmation Hearing, all filings and evidence submitted in support of the confirmation of the Plan as to Falcon, all filings and evidence submitted in support of the confirmation of the Plan as to all other Debtors (as recited in the Arcapita Confirmation Order), and the record of the Falcon Confirmation Hearing;

NOW, THEREFORE, IT IS HEREBY FOUND AND DETERMINED that:

A. **Findings and Conclusions.** The findings and conclusions set forth in this Falcon Confirmation Order and in the record of the Falcon 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) (the “*Initial Debtors*”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. On April 5, 2012, the U.S. Trustee appointed the Committee pursuant to section 1102 of the Bankruptcy Code. On April 30, 2012, Falcon filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code 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 Initial Debtors. Falcon is operating its businesses and managing its properties

as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Falcon Chapter 11 Case.

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

The Court has jurisdiction over the Falcon Chapter 11 Case under 28 U.S.C. §§ 157 and 1334. Confirmation of the Plan as to Falcon is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (L) over which the Court has exclusive jurisdiction. Falcon is an eligible debtor 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 Debtors' 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, including, without limitation, the Arcapita Confirmation Hearing and the Falcon Confirmation Hearing. In entering this Falcon Confirmation Order, the Court has considered all briefs, motions, exhibits, evidence and other filings submitted in support of the confirmation of the Plan as to all Debtors, as reflected on the docket, as referenced in the Arcapita Confirmation Order and as referenced in this Falcon Confirmation Order, and all evidence and arguments made, proffered, or adduced at the Arcapita Confirmation Hearing or the Falcon Confirmation Hearing.

E. Technical Modifications to the Plan. On January 15, 2014, Falcon filed a "blackline comparison," showing all of the modifications made to the Filed Plan by the Plan (the "**Modifications**"). The Court has reviewed the Modifications, and finds that the Modifications are not material and/or adverse to any party in interest as to Falcon, and Falcon is not required to solicit new acceptances of the Plan from the Holders of Claims and Interests eligible to vote to

accept or reject the Plan as to Falcon. Accordingly, as to Falcon, the Plan complies with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

F. **Burden Of Proof.** Falcon, as a proponent of the Plan, has met its 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 as to Falcon 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 Bankruptcy Rules for the Southern District of New York (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.** Falcon has given proper and sufficient notice of the adjourned Falcon Confirmation Hearing as required by Bankruptcy Rule 3017(d). Due, adequate, and sufficient notice of the Falcon 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 Falcon 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.

I. **Plan Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** As to Falcon, the Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies Falcon as a proponent 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, Classes 1(g), 3(g), 5(g), 7(g), 8(g), 9(g) and 10(g) of which pertain to Claims against and Interests in Falcon. 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 in the Plan as to Falcon. 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, as to Falcon, Classes 1(g) and 3(g) 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)).** As to Falcon, Article III of the Plan designates Class 5(g) (General Unsecured Claims), Class 7(g) (Intercompany Claims), Class 8(g) (Subordinated Claims), Class 9(g) (Interests), and Class 10(g) (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)).** As to Falcon, the Plan provides for the same treatment for each Claim or Interest in the same 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 provide adequate and proper means for the implementation of the Plan as to Falcon. 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, including Falcon, 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, Falcon properly and adequately disclosed or otherwise identified the members of its New Board, 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)).** As to Falcon, the Plan's other provisions are appropriate, in the best interests of Falcon and its Estate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, the provisions for (i) the assumption or rejection of executory contracts and unexpired leases, and (ii) the Reorganized Debtors' retention of the Causes of Action (other than the Released

Actions) whether arising before or after the Petition Date.

(i) **Exculpations and Injunctions.** The Plan's provisions related to (i) the exculpation of the Exculpated Parties with respect to actions related to or taken in furtherance of the Chapter 11 Cases, and (ii) the injunctions enforcing the foregoing exculpations, as well as the discharge of Claims against the Debtors, 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 Falcon as one of the Debtor entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

J. **Compliance With Bankruptcy Code (11 U.S.C. § 1129(a)(2)).** Falcon has 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)).** Falcon has 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. In addition to the Debtors other than Falcon, Falcon filed its Chapter 11 Case 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 Falcon 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)).** Falcon has disclosed the identities of the initial members of its New Board, 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 of the Plan as to Falcon (the “*Falcon 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 Falcon and the nature of such insider’s compensation have also been disclosed. 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 Arcapita Confirmation Hearing and the Falcon 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 with respect to Falcon has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Falcon Effective Date, that is not less than

the amount that such Holder would receive or retain if Falcon 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)). As to the Classes of Claims in the Plan pertaining to Falcon:

(a) Classes 1(g) and 3(g) are Unimpaired under the Plan, and pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan.

(b) Class 5(g) (General Unsecured Claims) is Impaired by the Plan and it has accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code.

(c) Class 9(g) (Interests) is Impaired by the Plan and it has accepted the Plan in accordance with section 1126(d) of the Bankruptcy Code.

(d) As a result of the settlement approved in the Tide/Hopper Settlement Order, all Claims in Class 7(g) (Intercompany Claims) and Class 10(g) (Super-Subordinated Claims) will be withdrawn prior to the Falcon Effective Date.

(e) Pursuant to the terms of the settlement approved in the Tide/Hopper Settlement Order, all votes previously cast by Tide in Class 8(g) (Subordinated Claims) are deemed withdrawn and vacated.

Accordingly, each actual Class of Claims and Interests has accepted the Plan, and section 1129(a)(8) of the Bankruptcy Code is satisfied.

Q. Treatment of Administrative, Priority and Tax Claims (11 U.S.C. § 1129(a)(9)). To the extent applicable to Falcon, 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)).** Class 5(g) (General Unsecured Claims), is an Impaired Class that has accepted the Plan. No insiders hold Claims in Class 5(g). Therefore, the Plan satisfies the requirement of section 1129(a)(10) of the Bankruptcy Code that at least one Class of Claims 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.

S. **Feasibility (11 U.S.C. § 1129(a)(11)).** To the extent applicable to Falcon, the projections set forth in Exhibit C to the Disclosure Statement and other evidence proffered or adduced by the Debtors prior to or at the Arcapita Confirmation Hearing and the Falcon 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 Falcon as a Reorganized Debtor beyond the liquidation that is contemplated by the Plan as to Falcon. Thus, the Plan satisfies 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 by Falcon 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 Falcon Effective Date pursuant to Article XII of the Plan. Thus, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

U. **Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)).** To the extent applicable to Falcon, 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)).** Falcon is 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)).** Falcon is not 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 by Falcon 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. **Only One Plan (11 U.S.C. § 1129(c)).** The Plan is the only chapter 11 plan of reorganization currently proposed as to Falcon in the Chapter 11 Cases, and no other chapter 11 plan of reorganization was filed with respect to Falcon in the Chapter 11 Cases for which there is an unrevoked order of confirmation. Thus, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

Z. **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.

AA. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** Based on the record in the Chapter 11 Cases, Falcon and its 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.

BB. Assumption, Assignment, and Rejection (11 U.S.C. § 1123(b)(2)). To the extent applicable to Falcon, 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 Falcon's assumption and assignment (to the extent applicable) of executory contracts and unexpired leases pursuant to the Plan. The assumption and assignment (to the extent applicable) of Falcon's executory contracts and unexpired leases pursuant to the Plan is in Falcon's valid business judgment, and Falcon, the Reorganized Debtors, the New Holding Companies (or any of their subsidiaries) and all other assignees of assumed Executory Contracts and Unexpired Leases 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 (to the extent applicable). No further adequate assurance of future performance is required.

CC. Cure of Defaults (11 U.S.C. § 1123(d)). To the extent applicable to Falcon, 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 Falcon 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.

DD. 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, including, without limitation, those settlements approved in the Tide/Hopper Settlement Order (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, including Falcon, 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.

EE. **Senior Management Global Settlement.** To the extent applicable to Falcon, the Senior Management Global Settlement has been negotiated in good faith and at arm's-length and is within the range of reasonableness.

FF. **Cooperation Settlement Term Sheet.** To the extent applicable to Falcon, 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.

GG. **Satisfaction of Confirmation Requirements and Conditions to Confirmation.** As to Falcon, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. **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.

II. **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 release, injunction, and exculpation provisions set forth in Article IX of the Plan. 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, 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, including Falcon, and are in the best interests of the Falcon estate, its creditors, Holders of Interests, and Falcon as a Reorganized Debtor. 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 Arcapita Confirmation Hearing and the Falcon

Confirmation Hearing, as to Falcon, the releases, injunctions, and exculpation set forth in Article IX of the Plan are consistent with sections 105, 524, 1123, and 1129 of the Bankruptcy Code. To the extent applicable to Falcon, all releases, exculpations, and injunctions embodied in the Plan (i) are a necessary and integral part of the Plan, including because certain of the Exculpated Parties are beneficiaries of indemnity obligations, (ii) are not contrary to any provisions of the Bankruptcy Code or applicable law, (iii) confer material benefits on the Falcon's Estate, (iv) are in the best interests of Falcon and its Estate, and its Creditors, (v) were granted or imposed in exchange for good, valuable and significant consideration by the Released Parties and the Exculpated Parties, (vi) are fair, equitable and reasonable, (vii) are valid exercises of Falcon's business judgment, and (viii) are important to the overall objectives of the Plan to finally resolve all claims among, against or affecting Falcon, its Estate and its organization, capitalization, operation and reorganization.

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

KK. **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.

LL. **Confirmation as to Falcon Only.** This Falcon Confirmation Order pertains only to the confirmation of the Plan as to Falcon and not any other Debtor and nothing in this Falcon Confirmation Order vacates, alters, modifies or amends the Arcapita Confirmation Order or the Plan as to all Debtors other than Falcon.

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

IT IS HEREBY ORDERED:

1. Tide Objection to Confirmation Resolved. As set forth in the Tide/Hopper Settlement Agreement approved in the Tide/Hopper Settlement Order, for purposes of confirmation of the Plan as to Falcon, the Tide Claims, Tide Claim Objections, and Tide Subordination Dispute shall be deemed to be withdrawn, with prejudice, and any vote submitted by Tide with respect to the Tide Claims shall not be counted. Based thereon, Tide's objections to Confirmation of the Plan as to Falcon [Dkts. 1173 and 1232] are moot and, to the extent necessary, are overruled.

2. ACE/Westchester Objection to Confirmation Resolved. The limited objections of ACE American Insurance Company and possibly one or more additional affiliates and/or subsidiaries (collectively, the "*ACE Companies*") to the confirmation of the Plan as to Falcon [Dkt. 1178] are settled and resolved as follows: ~~Neither~~Notwithstanding any other term or provision in the Plan or the Falcon Confirmation Order, neither Falcon, Reorganized Falcon, nor any other Person on behalf of Falcon may assert any claims or Causes of Action against the ACE Companies for ~~the~~ coverage under any policy of insurance issued by the ACE Companies to Falcon.

3. Mayhoola Objection to Confirmation Resolved. To the extent the objection of Mayhoola to confirmation of the Plan as to the Debtors [Dkt. 1165] was intended to specifically include an objection to the confirmation of the Plan as to Falcon, then the objection to confirmation of Mayhoola is resolved as follows: Nothing in the Plan or the Falcon 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 Falcon Confirmation Order shall operate to enjoin or impede the ability of Mayhoola from commencing a lawsuit 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.

4. Nasr Objection to Confirmation Resolved. To the extent the objection of Nasr to confirmation of the Plan as to the Debtors [Dkt. 1182] was intended to specifically include an objection to the confirmation of the Plan as to Falcon, then the objection to confirmation of Nasr is resolved as follows: Nothing in the Falcon 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 or the Reorganized 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, and for the Nasrs to be granted a remedy with respect thereto; nor shall anything in the Falcon 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.

5. Other Objections Overruled. All objections that have not been withdrawn, waived, or settled pertaining to the confirmation of the Plan are overruled on the merits. Furthermore, all reservations of rights with respect to, 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 Falcon Confirmation Hearing, shall be, and hereby are, overruled in their entirety.

6. The Plan is Confirmed as to Falcon. The Plan is approved and confirmed as to Falcon 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 Falcon 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 as to Falcon that have not been resolved or withdrawn are hereby overruled on the merits.

7. Falcon Effective Date - Condition Precedent. Notwithstanding anything to the contrary in [this Falcon Confirmation Order and](#) Article X of the Plan, and in addition to the provisions of Article X of the Plan, the Plan shall not become effective as to Falcon until after the occurrence of the Settlement Payment Date as provided in the terms of the Tide/Hopper Settlement Agreement approved in the Tide/Hopper Settlement Order.

8. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Falcon 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 as to Falcon in their entirety.

9. 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 Falcon's creditors and interest holders in connection with voting on the Plan: (i) was set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) 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 (iii) shall not be binding on Falcon, Reorganized Falcon, creditors, or interest holders for purposes other than voting on the Plan.

10. 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, 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.

11. Senior Management Global Settlement. To the extent applicable to Falcon, 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. To the extent applicable to Falcon, 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.

12. Cooperation Settlement Term Sheet. To the extent applicable to Falcon, the settlements contemplated by the Cooperation Settlement Term Sheet, as set forth in the documents implementing the Cooperation Settlement Term Sheet, are hereby approved.

13. Continued Existence. Except as otherwise provided in the Plan, Falcon shall continue to exist on and after the Falcon Effective Date as a separate legal entity, with all the rights and powers applicable to it under applicable law and its organizational documents and without prejudice to any right to alter or terminate its 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 Falcon shall remain the obligations solely of Falcon or Reorganized Falcon and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

14. Re-vesting of Assets. Except as expressly provided in the Plan, the Implementation Memorandum, or in this Falcon Confirmation Order, the Assets of Falcon's Estate shall re-vest in Falcon as a Reorganized Debtor ("***Reorganized Falcon***") on the Falcon Effective Date. The Court shall retain jurisdiction to determine disputes as to property interests created or vested by the Plan. From and after the Falcon Effective Date, Reorganized Falcon may operate its 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 Falcon Confirmation Order. As of the Falcon Effective Date, all property of Reorganized Falcon shall be free and clear of all Claims and Interests.

15. Implementation Transactions. To the extent applicable to Falcon, all implementation steps set forth in the Implementation Memorandum and the Cooperation

Settlement Term Sheet are hereby approved, and Falcon is authorized to enter into and consummate all transactions in furtherance of the Plan. To the extent applicable to Falcon, any transaction contemplated by the Implementation Memorandum and/or the Cooperation Settlement Term Sheet may be effected prior to, on or subsequent to the Falcon Effective Date without any further action by Holders of Interests or the directors, managers or other responsible persons of any of Falcon, Reorganized Falcon, the Reorganized Debtors, or the New Holding Companies.

16. Cancellation of Securities and Agreements. To the extent applicable to Falcon, upon the Falcon Effective Date, the Plan as to Falcon shall be consummated in accordance with the provisions set forth therein and: (i) the Claims against and Interests in Falcon, whether arising under any 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 Falcon (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 Falcon shall not have any continuing obligations therefor; and (ii) the Claims against and Interests in Falcon 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 Falcon (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.

17. Reorganized Falcon. On the Falcon Effective Date, the New Board of Falcon shall consist of the existing board of directors of Falcon, and Falcon shall adopt its New Governing Documents. Falcon is authorized to adopt any other agreements, documents, and instruments and to take any other action necessary or desirable to consummate the Plan.

18. 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 Falcon shall be the general responsibility of its board of directors or managers and senior officers (as provided under applicable law), which shall, after the Falcon Effective Date, have the responsibility for the management, control, and operation of Falcon; *provided, however*, that certain of these functions may 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 Falcon from the Petition Date through and until the Falcon Effective Date are hereby ratified and approved.

19. Directors and Officers of Reorganized Falcon. On and after the Falcon Effective Date, the business and affairs of Falcon shall be managed by its New Board, as well as its respective officers, directors, managers or other responsible persons.

20. New Employment, Retirement, Indemnification, and Other Related Agreements. On the Falcon Effective Date, and to the extent applicable to Falcon, the New Board of Falcon shall be, automatically and without further action on the part of the New Board,

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 Falcon Effective Date, and to the extent applicable to Falcon, 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 Board of Falcon, be deemed to be adopted by Falcon and shall be fully operative and enforceable, and Falcon and its New Board 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 Falcon Effective Date, except as set forth in this Paragraph [20] of the Falcon Confirmation Order and Section 7.14 of the Plan, and to the extent applicable to Falcon, Falcon shall have the authority 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.

21. Effectuating Documents; Further Transactions. On and after the Falcon Effective Date, and to the extent applicable to Falcon, Falcon and the officers and members of its New Board are authorized to, and may, in the name of and on behalf of Falcon, 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 any agreements or documents

related thereto, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

22. Entity Action. Upon the [Falcon](#) Effective Date, all actions contemplated by the Plan, to the extent applicable to Falcon, 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 ~~occurring~~occurring before, on, or after the Effective Date). ~~To~~Upon the Falcon Effective Date, to the extent applicable to Falcon, all matters provided for in the Plan involving the entity structure of Falcon or any other Debtor, the Reorganized Debtors or the New Holding Companies, and any action required by Falcon, the other 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 Falcon Effective Date, and to the extent any action is required by Falcon, the appropriate officers of Falcon 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 Falcon, including, without limitation, the Senior Management Global Settlement and 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.

23. Section 1146 Exemption. Pursuant to section 1146 of the Bankruptcy Code, to the extent applicable to Falcon, any transfers of property (whether from Falcon 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 Falcon or any 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; or (iv) 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 instruments 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 Falcon 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.

24. Exemption from Registration Requirements. Pursuant to section 1145 of the Bankruptcy Code, and to the extent applicable to Falcon, 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.

25. Disbursing Agent and Distributions. The Disbursing Agent shall make or cause to be made the Distributions required by Falcon 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.

26. 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 and Interests in Falcon (including the claims register in the Chapter 11 Cases) shall be closed. For purposes of the Plan, Falcon, the other Debtors, the Estates, the Reorganized Debtors and the Disbursing Agent shall have no obligation to recognize the transfer of any Claim or Interest 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 Falcon Confirmation Order is entered on the docket of the Bankruptcy Court).

27. Dates of Distributions. Except as provided in this Falcon Confirmation Order, and to the extent applicable to Falcon, Distributions under the Plan shall be made by the Disbursing Agent on the Distribution Dates. 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 Falcon 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.

28. 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 Falcon 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 Falcon 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.

29. 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.

30. 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.

31. 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.

32. 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, Falcon, the other 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 Falcon. Nothing in this Falcon 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.

33. Disputed Claims and Interests. If Falcon or any other party in interest disputes any Claim against or Interest in Falcon, 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 Falcon as provided for in Sections 8.11 and 8.12 of the Plan. Falcon (before the [Falcon](#) Effective Date), or Reorganized Falcon (on or after the [Falcon](#) Effective Date) may elect, at its 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 Falcon. 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.

34. Objections to Claims and Interests. Unless a different time is set by a separate order of the Court or otherwise established by the Plan, all objections to Claims and Interests must be filed by the 180th day following the latest of (i) the Falcon Effective Date, (ii) the date such Claim is Filed, and (iii) such later date as may be established from time to time by this Court as the last date for filing objections to such Claim (the “*Falcon 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.

35. Compromises and Settlements. From and after the [Falcon](#) Effective Date, Reorganized Falcon may compromise and settle any Claims or Causes of Action with approval of this Court.

36. Preservation of Falcon’s Rights. Nothing herein shall prejudice Falcon’s right to compromise and settle, prior to the Falcon Effective Date, any Claims against it or claims it may have against other Persons, subject to approval of this Court.

37. 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.

38. 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.

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

40. Rejected Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or pursuant to this Falcon Confirmation Order, all Executory Contracts and Unexpired Leases that exist between Falcon 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 Falcon 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 Falcon 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.

41. Assumed and Assigned Executory Contracts and Unexpired Leases. To the extent applicable to Falcon, the Court hereby approves the assumption and assignment (to the extent 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 Falcon Effective Date. For the avoidance of doubt, on the Falcon Effective Date, to the extent applicable to Falcon, Falcon shall be authorized to assume, and shall assume, the Senior Management Global Settlement, the obligations of the Debtors under the Employee Program and Global Settlement Order, and the Existing Management/Administration Agreements, and shall assign each of these agreements and obligations to one of the New Holding Companies. To the extent applicable to Falcon, 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, as of the Falcon Effective Date, re-vest in and be fully enforceable by Reorganized Falcon in accordance with its terms, except as such terms are modified by the provisions of the Plan or any other order of the Court.

42. Claims Based on Rejection of Executory Contracts or Unexpired Leases. A Proof of Claim with respect to a Claim against Falcon, 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 Falcon 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 Falcon or Reorganized Falcon, the Estates, or their respective property, without the need for any objection by Reorganized Falcon 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.

43. Cure of Defaults. To the extent applicable to Falcon, 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 Falcon 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. To the extent applicable to Falcon, 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.

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

Contracts and leases entered into by Falcon during the Postpetition Period (to the extent entry into such contracts and leases was consistent with the requirements of the Bankruptcy Code), and any Executory Contracts and Unexpired Leases assumed by Falcon during the Postpetition Period, shall be performed by Falcon and, after the Falcon Effective Date, by Reorganized Falcon. Such contracts and leases shall be unaffected by entry of this Falcon Confirmation Order.

45. 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 Falcon 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, supplement, or restatement.

46. Falcon's 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 Falcon that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that Reorganized Falcon 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, Falcon or Reorganized Falcon, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

47. Professional Compensation Claims Escrow Account. The Professional Compensation Claims Escrow Account was established and funded by the Debtors other than Falcon and Falcon shall have no additional obligation to establish and fund the Professional Compensation Claims Escrow Account.

48. Professional Compensation Claims. Any Person asserting a Professional Compensation Claim as to Falcon shall, no later than 30 days after the Falcon Effective Date, file

a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Falcon Effective Date. To the extent that such an application is granted by the Court, the requesting Person shall receive: (i) payment of Cash in an amount equal to the amount Allowed by the Court less all interim compensation paid to such Professional during the Chapter 11 Cases on account of the same services and expenses, such payment to be made before the later of (a) the Falcon 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 Reorganized Falcon (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 on account of the same services and expenses).

49. Administrative Expense Claims. On the later of (i) the Falcon Effective Date or (ii) if an Administrative Expense Claim as to Falcon is not Allowed as of the Falcon Effective Date, 30 days after the date on which such Administrative Expense Claim becomes Allowed, Reorganized Falcon shall either (a) pay to each Holder of such 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 Falcon (or Reorganized Falcon, 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 as to Falcon 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 date that is 30 days after the Falcon Effective Date.

50. Discharge of Claims and Termination of Interests. The Confirmation of the Plan shall, as of the Falcon Effective Date: (i) discharge Falcon, Reorganized Falcon and any of its or their Assets from all Claims, demands, liabilities, other debts and Interests that arose on or before the Falcon 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 Falcon, Reorganized Falcon or any of its 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 Falcon Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code. The discharge provided in this paragraph shall void any judgment obtained against Falcon at any time, to the extent that such judgment relates to a discharged Claim or Interest.

51. Injunction Related to Discharge. Except as otherwise provided in the Plan or this Falcon Confirmation Order, all entities, wherever located in the world, that have held, currently hold, or may hold Claims or other debts or liabilities against Falcon, or any Interest in Falcon, that are discharged pursuant to the terms of the Plan and this Falcon Confirmation Order, are permanently enjoined, on and after the Falcon 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 Falcon, Reorganized Falcon, or any of its Assets; (iii) creating, perfecting, or enforcing any Lien or encumbrance against Falcon, Reorganized Falcon, or any of its Assets; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to Falcon, Reorganized Falcon, or with respect to any of its 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 Falcon Confirmation Order. This injunction shall extend to any successor of Falcon, Reorganized Falcon, and any of its 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 Falcon, Reorganized Falcon, its Estate, its 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.

52. Releases, Injunction, and Exculpation. The releases, injunction, and exculpation set forth in Article IX of the Plan are hereby approved, and shall, as of the Falcon Effective Date, be effective and binding on all Persons and entities, to the extent provided therein and to the maximum extent of applicable law; *provided* that the releases, injunction, and exculpation shall not release any post-Falcon Effective Date obligations of any party under the

Plan or any document, instrument, or agreement (including, to the extent applicable to Falcon, the documents filed in the Plan Supplement) executed to implement the Plan.

53. 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 Falcon with respect to any obligations for which Falcon 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, (including Reorganized Falcon) and AIM, and their subsidiaries and affiliates, shall have no obligation to perform, pay, or indemnify creditors or otherwise have any responsibilities for any liabilities or obligations of Falcon, whether arising before, on, or after the Confirmation Date, except as otherwise expressly provided in the Plan.

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

55. Term of Injunctions. Except as otherwise provided in the Plan or this Falcon 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 Falcon Effective Date and shall remain in full force and effect thereafter if so provided in the Plan, this Falcon Confirmation Order or by their own terms. In addition, on and after the Confirmation Date, Falcon may seek further orders to preserve the

status quo during the time between the Confirmation Date and the Falcon Effective Date or to enforce the provisions of the Plan.

56. Post-Confirmation Date Retention of Professionals. After the [Falcon](#) Effective Date, any requirement that professionals employed by Falcon comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized Falcon shall be free to employ and compensate professionals in the ordinary course of business and without the need for Court approval. Prior to the Falcon Effective Date, the retention and compensation of Professionals by Falcon shall be unaffected by this Falcon Confirmation Order and, as to Falcon, 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.

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

58. Survival of Certain Indemnification Obligations. The obligations of Falcon, if any, pursuant to Falcon's 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

Falcon on or before the Falcon Effective Date, as such obligations were in effect at the time of any such act or omission, 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, to the extent applicable to Falcon, shall be performed and honored by Reorganized Falcon regardless of such confirmation, consummation, and reorganization.

59. Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code (and as provided in Section 7.18 of the Plan), Reorganized Falcon, 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 Creditor of Falcon may enforce any Causes of Action belonging to Falcon that such Creditor has standing to prosecute pursuant to a Final Order. Reorganized Falcon, and/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. For the avoidance of doubt, the Released Actions shall be expressly waived, released, and relinquished on the Falcon Effective Date. Falcon and Reorganized Falcon (or any other Person authorized to prosecute the rights of Falcon's Estate) are hereby authorized to file an adversary proceeding or other appropriate proceeding, before or after the Falcon Effective Date, to subordinate any Claim subject to subordination.

60. Nonoccurrence of Effective Date. In the event that the Falcon 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.

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

62. Reference to Plan. To the extent applicable to Falcon, any document related to the Plan that refers to a chapter 11 plan of the Debtors other than the Plan confirmed by this Falcon 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 as to Falcon confirmed by this Falcon Confirmation Order, as appropriate.

63. 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. As to Falcon, 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 Falcon Confirmation Order, on the other hand, the terms of this Falcon Confirmation Order shall control. This Falcon Confirmation Order shall supersede any orders of the Court issued prior to the Confirmation Date that may be inconsistent herewith.

64. Governmental Approvals Not Required. Except as set forth in the Plan, as to Falcon, this Falcon 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.

65. Interest, Profit, and Attorneys' Fees. Unless otherwise specifically provided for in the Plan, this Falcon Confirmation 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; *provided*, that Holders of Allowed Claims in Class 5(g) shall be entitled to interest at the legal rate of interest in effect on the Petition Date, 0.18% per annum, for the period from the Petition Date through and including the Falcon Effective Date. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim against, or Interest in, Falcon, except as otherwise ordered by the Court.

66. Binding Effect. The Plan shall be binding upon Falcon, Reorganized Falcon, the New Holding Companies, all Holders of Claims against, and Interests in, Falcon (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.

67. 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, Falcon or any other Debtor or any of their subsidiaries and Affiliates, as debtors and debtors in possession in the Chapter 11 Cases.

68. 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.

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

70. Waiver of Bankruptcy Rule 3020(e). Pursuant to Bankruptcy Rule 3020(e), the 14-day stay of the Falcon Confirmation Order imposed is waived. Falcon is authorized to consummate the Plan and the transactions contemplated thereby immediately upon, or

concurrently with, satisfaction of the conditions set forth in the Plan, as modified by this Falcon Confirmation Order.

Dated: New York, New York
January, __ 2014

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit A
Confirmation Notice

Document comparison by Workshare Professional on Monday, January 20, 2014
3:23:47 PM

Input:	
Document 1 ID	interwovenSite://DEDMS/AL/101651088/3
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Document 2 ID	interwovenSite://DEDMS/AL/101651088/4
Description	#101651088v4<AL> - Arcapita -- Falcon Confirmation Order
Rendering set	GDCrendering

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved from	0
Moved to	0
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Format changed	0
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