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Counsel for the Reorganized Debtors

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

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In re:	:	
	:	Chapter 11
	:	
ARCAPITA BANK B.S.C.(c), <u>et al.</u> ,	:	Case No. 12-11076 (SHL)
	:	
Reorganized Debtors.	:	Confirmed
	:	
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STIPULATION AND AGREED ORDER REGARDING CLAIM NUMBER 303

This stipulation (the “Stipulation”) is made and entered into, through their respective undersigned counsel, by and among (i) Falcon Gas Storage Company, Inc. (“Falcon”) and (ii) King & Spalding LLP (“K&S” and, collectively with Falcon, the “Parties”), to resolve and allow proof of claim number 303 (the “Proof of Claim”) filed by K&S in the above-captioned chapter 11 cases.

RECITALS

WHEREAS, on March 19, 2012, the predecessors-in-interest to the Reorganized Debtors other than Falcon filed for bankruptcy protection under chapter 11 of the Bankruptcy Code.

WHEREAS, on April 30, 2012, Falcon filed for bankruptcy protection under chapter 11 of the Bankruptcy Code.

WHEREAS, on August 29, 2012, K&S filed the Proof of Claim against Falcon, asserting an unsecured non-priority claim of \$342,278.37.

WHEREAS, K&S has agreed voluntarily to reduce the amount of the Proof of Claim.

NOW THEREFORE, THE PARTIES STIPULATE AND AGREE, AND UPON APPROVAL BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, IT SHALL BE ORDERED AND BINDING ON ALL PARTIES IN INTEREST AS FOLLOWS:

STIPULATION

1. The Proof of Claim is deemed an allowed Class 5(g) claim under 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)* [Docket No. 1265], in the amount of \$290,936.61, as of the date of entry of this Stipulation on the docket after being “So Ordered” by the Court. The Reorganized Debtors’ official claims agent is directed to take any and all actions necessary to effectuate the relief granted pursuant to this Stipulation.

2. The Proof of Claim shall not be subject to further objection or dispute, shall not be subordinated (in whole or in part), and shall not be subject to set off or recoupment.

3. This Stipulation constitutes the entire agreement among the Parties regarding the subject matter hereof.

4. This Stipulation may be executed in one or more counterparts and by facsimile or electronic copy, all of which shall be considered effective as an original signature.

5. The Parties acknowledge that this Stipulation is their joint work product and that, accordingly, in the event of ambiguities in this Stipulation, no inferences shall be drawn against either party on the basis of authorship of this Stipulation.

6. The Bankruptcy Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Stipulation.

CONSENTED AND AGREED TO BY:

Dated: February 25, 2014
New York, New York

**MILBANK, TWEED, HADLEY &
M^cCLOY LLP**

/s/ Evan R. Fleck

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1 Chase Manhattan Plaza
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Counsel for the Reorganized Debtors

Dated: February 25, 2014
New York, New York

KING & SPALDING LLP

/s/ Paul K. Ferdinands

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1180 Peachtree Street
Atlanta, Georgia 30309
Telephone: (404) 572-4600

SO ORDERED,

/s/ Sean H. Lane
UNITED STATES BANKRUPTCY JUDGE

Dated: March 18, 2014