UNITED STATES BANKRUPTCY COUR SOUTHERN DISTRICT OF NEW YORK	
IN RE:	x : : Chapter 11
ARCAPITA BANK B.S.C.(c), et al.,	: Case No. 12-11076 (SHL
Debtors.	: Jointly Administered
	X

STATEMENT OF FINANCIAL AFFAIRS FOR

AEID II Holdings Limited

Case No: 12-11080

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Attorneys for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

		X	
In re		:	Chapter 11 Case
ARCAPITA BANK B.S.C.(c), et al.,			-
D	ebtors.	:	Case No. 12-11076 (SHL)
		:	Jointly Administered
		X	-

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

On March 19, 2011 (the "*Petition Date*"), Arcapita Bank B.S.C.(c) ("*Arcapita*") and certain of its affiliates as debtors and debtors in possession (collectively, the "*Debtors*" and together with their non-Debtor affiliates, the "*Arcapita Group*"), each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the Southern District of New York (the "*Court*"). The Schedules of Assets and Liabilities and Statement of Financial Affairs, including all attachments thereto (the "*Schedules and Statements*") have been prepared pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedures (the "*Bankruptcy Rules*") by management of the Debtors and are unaudited.

While the Debtors management has made every effort to ensure that the Schedules and Statements are accurate and complete based on information that was available at the time of preparation, inadvertent errors or omissions may have occurred. The Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary and appropriate.

Essa Zainal has signed the Schedules and Statements of each of the filing Debtors other than Falcon Gas & Storage which Schedules and Statements have been signed by Brian McCabe. In reviewing and signing the Schedules and Statements, Messrs. Zainal and McCabe respectively have necessarily relied upon the efforts, statements and representations of various personnel of the Debtors. Messrs Zainal and McCabe have not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors.

These Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "*Global Notes*") pertain to, are incorporated by reference in and comprise an integral part of <u>all</u> of the Schedules and Statements. The Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.¹

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("*GAAP*"), nor are they intended to be fully reconciled to the Debtors' financial statements (whether publicly filed or otherwise). The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. In some instances, data relating to discontinued business locations could not be located, although the Debtors attempted in good faith to obtain as much information as was reasonably possible. The Debtors have made reasonable and good faith efforts to ensure the accuracy and completeness of such financial information, but further research or discovery may identify subsequent information that may necessitate material amendments to the Schedules and Statements. As a result, the Debtors are unable to warrant or represent that the Schedules and Statements are without inadvertent errors, omissions or inaccuracies. The Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary and appropriate.

Nothing contained in the Schedules and Statements shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases, including, without limitation, any issues involving substantive consolidation, equitable subordination, defenses and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant applicable laws to recover assets or avoid transfers.

1. **Summary of Significant Reporting Policies**. The following is a summary of significant reporting policies:

- a) <u>Accruals</u>. The Debtors have made every reasonable attempt to list all accruals attributable to a specific creditor on their liabilities schedules.
- b) <u>Amendments and Supplements</u>. While the Debtors made reasonable and good faith efforts to file complete and accurate Schedules and Statements, inadvertent

¹ These Global Notes are in addition to the specific notes contained in each Debtor's Schedules and Statements. The fact that the Debtors have prepared a "Specific Note" with respect only to specific Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Specific Note to any of the Debtors' remaining Schedules and Statements, as appropriate.

errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary and appropriate.

- c) <u>Bankruptcy Court Orders</u>. Pursuant to various orders entered or to be entered by the Bankruptcy Court (collectively, the "*Pre-petition Payment Orders*"), the Debtors were or will be authorized to pay certain outstanding pre-petition claims, including, without limitation, certain claims of employees for wages, salaries and benefits, certain tax claims and certain claims of critical vendors, and foreign creditors. However, despite the Debtors' good faith efforts to account for the satisfaction of such claims pursuant to the Pre-petition Payment Orders, the claims listed in the Schedules and Statements may not reflect amounts paid pursuant to these various orders as such claims were unpaid as of the Petition Date. Moreover, to the extent such claims are listed on the Schedules and Statements, inadvertently or otherwise, the Debtors do not waive any right to amend the Schedules and Statements and/or subsequently object to such claims on any basis, including that such claims have already been satisfied through payments with respect to the Pre-petition Payment Orders.
- d) <u>Claims Description</u>. Any failure to designate a claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtors reserve all rights to dispute any claim, whether reflected on their respective Schedules and Statements or asserted pursuant to a filed proof of claim, on any grounds, including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent," or "unliquidated."
- e) <u>Classifications</u>. Listing a claim or contract (1) on Schedule D as "secured," (2) on Schedule E as "priority," (3) on Schedule F as "unsecured," or (4) on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.
- f) <u>Causes of Action</u>. Despite reasonable and good faith efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements. The Debtors reserve all rights with respect to any causes of action, and nothing in the Global Notes or the Schedules and Statements shall be deemed a waiver of any such causes of action. Similarly, in instances where the Debtors are defendants in pending causes of action, nothing in the Global Notes or the Schedules and Statements shall be deemed as an admission or determination with respect to, or a waiver of any defense or objection to, such causes of action, and all of the Debtors' defenses, objection and other rights with respect to such causes of action are hereby preserved.
- g) <u>Schedules and Statement Reflect Assets at Net Book Value</u>. In certain instances, market valuations are neither maintained by, nor readily available to, the Debtors.

In other instances, market valuations are available but they are out-of-date. Accordingly, unless otherwise indicated, the Debtors' Schedules and Statements reflect the Debtors' assets at net book values. Market values of these assets may vary, at some times materially, from the net book value of such assets. As applicable, assets that have been fully depreciated or were expensed for accounting purposes have no net book value.

- h) <u>Confidential Information</u>. There may be instances in the Schedules and Statements where the Debtors deem it necessary and appropriate to redact from the public record information such as names, addresses or amounts. Typically, the Debtors have used this approach because of an agreement between the Debtors and a third party, concerns of confidentiality or the protection of commercial information, or concerns for the privacy of an individual. In addition, certain of the Debtors are parties to executory contracts with confidentiality provisions and, where applicable, confidential information has not been included in the Schedules and Statements. Notwithstanding redaction in the Statements and/or Schedules, the Debtors will include the relevant un-redacted information in any customized proof of claim form provided to any such creditor.
- i) <u>Estimates and Assumptions</u>. In preparing the Schedules and Statements, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure and potential values of contingent assets and liabilities on the date of the Schedules and Statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, perhaps materially.
- j) Executory Contracts and Unexpired Leases. The Debtors have not set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts may have some value to the Debtors' estates. The Debtors' executory contracts and unexpired leases have been set forth in Schedule G. The Debtors' rejection of executory contracts and unexpired leases will result in the assertion of rejection damages claims; as no such contracts and leases had been rejected by Court order on the Petition Date, and no rejection damages claims had been filed as of such Date, the Schedules and Statements do not reflect any claims for rejection damages claims. The Debtors reserve the right to make any arguments and objections with respect to the assertion of any such claims.
- k) <u>Foreign Currency</u>. All amounts are reflected in U.S. dollars. Notwithstanding, certain values are carried on the Debtor's books and records in currencies other than U.S. dollars and such amounts have been converted to U.S. dollar equivalents for purposes of inclusion on the Statements and Schedules.
- 1) <u>GAAP</u>. Given the difference between the information requested in the Schedules and Statements, and the financial information utilized under GAAP, the aggregate asset values and claim amounts set forth in the Schedules and Statements do not

necessarily reflect the amounts that would be set forth in a balance sheet prepared in accordance with GAAP.

m) <u>Insiders</u>. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code as: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of the Debtors; (d) relatives of directors, officers, or shareholders holding in excess of 5% of the voting shares of the Debtors; and (e) debtor affiliates.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability, or for any other purpose.

- n) <u>Intellectual Property Rights</u>. Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms or have been assigned or otherwise transferred pursuant to a sale, acquisition or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition or other transaction. The Debtors have made every effort to attribute intellectual property to the Debtor that is the rightful owner of such intellectual property. However, in some instances intellectual property owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.
- o) <u>Intercompany Claims</u>. Receivables and payables among the Debtors in these cases (each an "*Intercompany Receivable*" or "*Intercompany Payable*" and, collectively, the "*Intercompany Claims*") are reported on Schedule B(16) and Schedule F, respectively, as a net receivable or payable due to or from the applicable Debtor to or from the other Debtors. Where no balance is listed, the Debtors do not believe, based on information currently available, that the applicable Debtor has any Intercompany Receivables or Intercompany Payables. This manner of reporting follows the Debtors' customary practice of reporting such claims. The listing of any amounts with respect to Intercompany Claims is not and shall not be construed as an admission of the characterization of such balances, as debt, equity or otherwise.
- p) <u>Liabilities</u>. The Debtors allocated liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information

becomes available and further research is conducted, the allocation of liabilities between the pre-petition and post-petition periods may change. The Debtors reserve all rights to modify, amend and supplement the Schedules and Statements as is necessary and appropriate.

- q) <u>Recharacterization</u>. Notwithstanding that the Debtors have made reasonable efforts to correctly characterize, classify, categorize or designate certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized or designated certain items. Thus, the Debtors reserve all rights to recharacterize, reclassify, recategorize or redesignate items reported in the Schedules and Statements at a later time as is necessary and appropriate.
- r) <u>Setoffs</u>. The Debtors routinely are subject to certain setoffs and other similar rights in the ordinary course of business. Setoffs in the ordinary course can result from various items, including, but not limited to, intercompany transactions. These normal setoffs and other similar rights are consistent with the ordinary course of business in the Debtors' businesses and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such transactions. Therefore, although the exercise of such setoffs and other similar rights may have been taken into consideration when scheduling certain amounts, setoffs and these other rights are not independently accounted for, and as such, are excluded from the Schedules and Statements.
- s) <u>Petition Date</u>. Financial information for the Debtors is, unless otherwise noted herein or in the Schedules and Statements, provided as of close of business on March 18, 2012 for all Debtors other than Falcon Gas which is reported as of its petition date of April 30, 2012.
- t) <u>Third-Party Property</u>. In the ordinary course of their business, the Debtors use and hold property owned by third-parties pursuant to contracts and leases with such parties. Such leases or contracts are set forth in Schedule G. The property subject to any such leases or contracts is not reflected in either Schedule A or Schedule B as either owned property or assets of the Debtors. Neither is the property subject to any such leases or contracts reflected in the Debtors' SOFAs as property or assets of third-parties within the control of the Debtors. Nothing contained in the Schedules and Statements is or shall be construed as an admission or determination as to the legal status of any lease (including, but not limited to, whether any lease is a true lease or a financing arrangement) or contract (including, but not limited to, whether the contract is, in fact, an executory contract), and the Debtors reserve all rights with respect to any such issues.
- u) <u>Totals</u>. All totals that are included in the Schedules and Statements represent totals of all known amounts included in the Debtors' books and records as of the

Petition Date. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.

- v) <u>Undetermined Amounts</u>. The description of an amount as "unknown," "TBD," or "undetermined" is not intended to reflect upon the materiality of such amount.
- w) Entity Classification Issues. The Debtors have endeavored in good faith to identify the assets owned by each Debtor and the liabilities owed by each Debtor. While the Schedules reflect the results of this effort, several factors may impact the ability of the Debtors precisely to assign assets and liabilities to particular Debtor entities, including but not limited to (a) certain assets may be primarily used by a Debtor other than the entity which holds title to such assets according to the Debtors' books and records; (b) certain liabilities may have been nominally incurred by one Debtor, yet such liabilities may have actually been incurred by, or the invoices related to such liabilities may have been issued to or in the name of, another Debtor; and (c) certain creditors of the Debtors may have treated one or more of the Debtors as a consolidated entity rather than as differentiated entities.

2. Specific Schedules and Statements Disclosures

- a) <u>Schedule B</u>. Schedule B lists the Debtors' personal property such as, among other things, petty cash, cash held in the Debtors' bank accounts, equity interests in incorporated businesses, accounts receivable and the Debtors' interest in a Directors and Officers Liability Policy with Marsh Ltd.
 - i. <u>Schedule B(2)</u>. Bank account balances reflect the close of business balance on March 18, 2012. This balance varies slightly from the opening cash balances on March 19, 2012 due to checks clearing overnight. In addition to the bank accounts, Schedule B(2) includes placement accounts.
 - ii. <u>Schedule B(16)</u>. Schedule B(16) contains general receivables due to the Debtors and also includes receivables on loans to certain deal companies and receivables from the Debtors' various deal structures.
- b) <u>Schedule C</u>. Because the Debtors do not claim any property as "exempt," they have not included a Schedule C that would otherwise list any "exempt" property.
- c) <u>Schedule D</u>. Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance, or any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The descriptions provided in Schedule D are intended only to be a summary. References to the applicable loan agreements and related documents

are necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes shall be deemed a modification or interpretation of the terms of such agreements.

The Schedule D for Arcapita lists Standard Chartered Bank as holder of two secured claims with an aggregate claim amount of \$96,674,839.04. Standard Chartered Bank is also listed on Schedule D of the other Debtors but its claim amount against such Debtors is undetermined.

- d) <u>Schedule E</u>. The Debtors have authority to pay certain prepetition obligations, including the authority to pay employee wages and other employee benefits in the ordinary course of business pursuant to Court order (the "*Employee Wage and Benefit Order*"). Pursuant to the Employee Wage and Benefit Order, the Debtors believe that any employee claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or non-priority claim, have been or will be satisfied, and such satisfied amounts are not listed on Schedule E.
- e) <u>Schedule F</u>. Whenever reasonably practicable, the Debtors have allocated liabilities to particular Debtors. However, for a number of reasons, in certain cases, it is practically impossible to assign a given liability to a particular Debtor. In order to determine the total liabilities of the Debtors, parties in interest should review each Schedule F for of all of the Debtors. Although the same claim may be listed on the Schedules and Statements of more than one Debtor, the Debtors do not admit or acknowledge that any creditor, other than creditors who have specific direct or guaranty obligations from more than one of the Debtors, is entitled to assert its claim against more than one Debtor.

As discussed above, the Debtors have omitted the names and addresses of certain creditors in Schedule F. First, to prevent competitors from obtaining confidential commercial information regarding the Debtors' businesses, the Debtors have omitted the names and addresses of Arcapita Group investors who may hold claims, including restricted and unrestricted investment account claims or financial institution payables, versus one or more Debtors. In addition, Schedule F fails to set forth the names and addresses of employees who hold claims versus the Debtors, including unrestricted investment account claims and severance claims. Where an employee's or an investor's name has been redacted or replaced with a numerical designation, such individual or entity has been informed of such numerical designation and therefore, is aware of the scheduled amount and designation of its claim or claims.

In Schedule F, the Debtors identify a number of claims arising in connection with non-Debtor Arcapita Group members. For each Deal Company Claim, the Debtors identify the applicable underlying transaction or non-Debtor affiliate. The Debtors expressly incorporate by reference into Schedule F all parties to pending and potential litigation, if any, listed in question 4(a) of the applicable Debtor's SOFAs as contingent, unliquidated, and disputed claims, to the extent

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not already listed on Schedule F. Notably, the claim amounts for many Litigation Claims are undetermined.

Schedule F also lists a co-defendant claim against Falcon Gas Storage Company, Inc. as undetermined.

Schedule F also reflects the prepetition amounts owed to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Schedule F does not include additional rejection damages claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected as of or after the Petition Date.

The claims of creditors are listed on the Debtors' books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights respecting such credits and allowances. The amounts listed may be exclusive of contingent and unliquidated amounts.

Certain liability accounts were in a debit position at the time of the filing. The accounts contained de minimis amounts and are not reflect in the assets or liabilities.

f) <u>Schedule G</u>. While every reasonable and good faith effort has been made to ensure the accuracy and completeness of Schedule G, inadvertent errors or omissions may have occurred. Certain of the leases and contracts listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G.

The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth in Schedule G and to amend or supplement such Schedule as necessary.

Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all rights to amend Schedule G to add executory contracts or unexpired leases or to challenge the legal status of any contract or lease, including the characterization of any lease as an unexpired non-residential real property lease, or whether any listed contract, lease or other agreement constitutes an executory contract or unexpired lease. Any and all of the Debtors' rights, claims and causes of action regarding the contracts and agreements listed on Schedule G are hereby reserved and preserved.

g) <u>Schedule H</u>. Schedule H also reflects guarantees by various Debtors. The Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Further, certain of the guarantees

reflected on Schedule H may have expired or may be no longer enforceable. Thus, the Debtors reserve their right to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

- h) <u>SOFA Question 1</u>. The amounts reported in response to Statement question 1 reflect the Debtors' net operating income (losss) for the applicable period.
- i) <u>SOFA Question 3(b)</u>. Payments are listed by the entity making such payment notwithstanding that certain payments may have been made on behalf of another Arcapita Group entity. In addition, consistent with Schedule F, to protect confidentiality and employees' privacy, employee names and addresses are omitted from SOFA question 3(b).
- j) <u>SOFA Question 3(c)</u>. Payments are listed by the entity making such payment notwithstanding that certain payments may have been made on behalf of another Arcapita Group entity. Where possible and/or applicable, the entity that the payment was made on behalf of is listed with the response. In addition, consistent with Schedule F, to protect confidentiality and privacy of employees and investors, employee and investor names and addresses are omitted from SOFA question 3(c). To additionally protect employee privacy, payments made to employees are shown as a total for the year preceding the commencement of the case, and not detailed by payment.
- k) <u>SOFA Question 4(a)</u>. The Debtors have made reasonable and good faith efforts to include in their responses to SOFA Question 4 a complete list of all lawsuits and litigation proceedings to which the Debtors were a party within the one (1) year period immediately preceding the Petition Date. To the extent the Debtors become aware that they have omitted any such lawsuits or proceedings, they will amend their SOFAs.
- <u>SOFA Question 18</u>. The Debtors' responses to Statement question 18 includes only ownership interests in businesses that are either (i) direct subsidiaries of the applicable Debtor.
- m) <u>SOFA Question 19</u>. The firms and individuals listed in response to Statement questions 19(a)-(c) are not intended to be an exhaustive list of all parties but rather represent a listing of those firms and/or individuals that supervised or were primarily responsible for the respective tasks.
- n) <u>SOFA Question 21(b)</u>. For SOFA Question 21(b), the Debtors list all shareholders holding over 5% of Arcapita's shares, directors, officers and executive directors. To the extent the Debtors become aware that they have omitted to list any party in SOFA Question 21(b), they will amend their SOFAs.

Global Notes.doc

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B7 (Official Form 7) (12/07)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re: <u>AEID II Holdings Limited</u> Debtor Case No. <u>12-11080 (SHL)</u> (if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

\$0.00

None

SOURCE Operating Income for fiscal year 2010

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2

AMOUNT	SOURCE
\$0.00	Operating Income for fiscal year 2011
\$10,583.00	Operating Income for fiscial year 2012 YTD

2. Income other than from employment or operation of business

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF	AMOUNT	AMOUNT
	PAYMENTS	PAID	STILL OWING

None

None

X

None

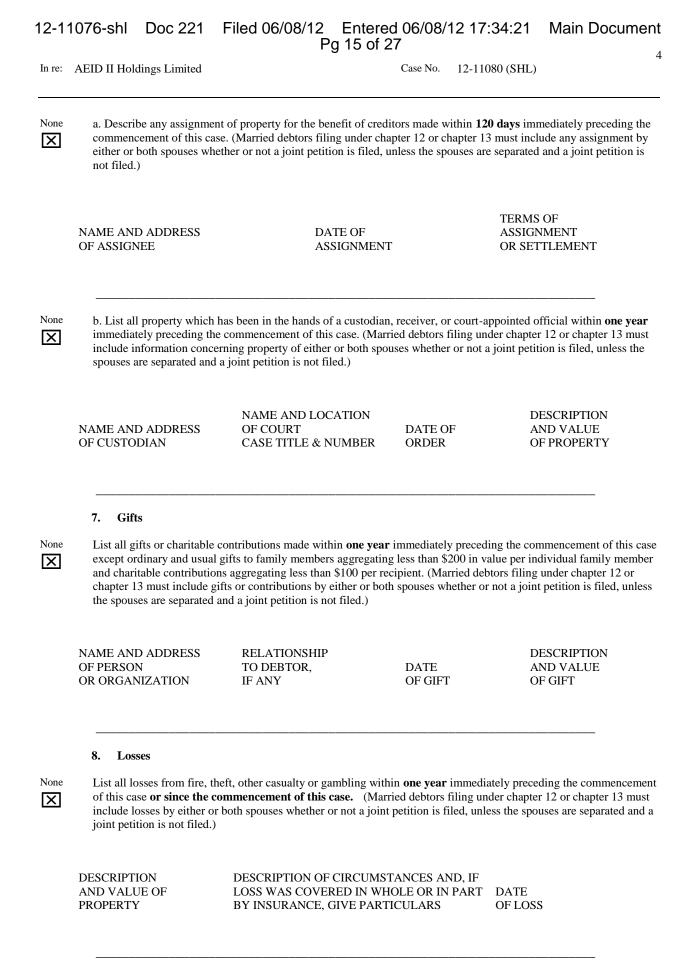
X

b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF	AMOUNT	AMOUNT
	PAYMENTS/	PAID OR	STILL
	TRANSFERS	VALUE OF	OWING
		TRANSFERS	

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None	for the benefit of	ist all payments made wi creditors who are or we s by either or both spous on is not filed.)	re insiders. (Married d	ebtors filing und	ler chapter 12	or chapter 13 must
	NAME AND ADD AND RELATIONS	RESS OF CREDITOR HIP TO DEBTOR	DATE OF PAYMENT	AMOUN PAID		MOUNT TLL OWING
	See attached SC	FA 3c Rider				
	4. Suits and a	dministrative proceeding	ngs, executions, garm	ishments and at	tachments	
None	preceding the fil	nd administrative proceed ing of this bankruptcy ca cerning either or both spo on is not filed.)	se. (Married debtors fi	ling under chapt	er 12 or chapt	er 13 must include
	CAPTION OF SUI AND CASE NUMI		OF PROCEEDING	COURT OR A AND LOCAT		ATUS OR SPOSITION
None	year immediatel must include infe	roperty that has been atta y preceding the commen ormation concerning proj eparated and a joint petit	cement of this case. (Noterty of either or both	Aarried debtors f	iling under ch	apter 12 or chapter 13
	NAME AND ADD OF PERSON FOR BENEFIT PROPER	WHOSE	DATE OF SEIZURE		DESCRI AND VA OF PRO	LUE
	5. Repossessi	ons, foreclosures and re	turns			
None	of foreclosure or (Married debtors	that has been repossessed returned to the seller, wi filing under chapter 12 o or not a joint petition is	thin one year immedies or chapter 13 must inc	ately preceding lude information	the commence concerning p	ment of this case. roperty of either or both
	NAME AND ADD OF CREDITOR OF		DATE OF REPC FORECLOSURI TRANSFER OR	E SALE,	DESCRI AND VA PROPER	LUE OF

6. Assignments and receiverships



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9. Payments related to debt counseling or bankruptcy

None

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

	DATE OF PAYMENT,	AMOUNT OF MONEY OR
NAME AND ADDRESS	NAME OF PAYER IF	DESCRIPTION AND
OF PAYEE	OTHER THAN DEBTOR	VALUE OF PROPERTY

See answer to Question 9 of the Statement of Financial Affairs for Arcapita Bank B.S.C.(c)

10. Other transfers

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

None

None

 \mathbf{X}

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE

DATE(S) OF TRANSFER(S) AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

1	None
	X

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

TYPE OF ACCOUNT, LAST FOUR	AMOUNT AND
DIGITS OF ACCOUNT NUMBER,	DATE OF SALE
AND AMOUNT OF FINAL BALANCE	OR CLOSING
	DIGITS OF ACCOUNT NUMBER,

	AEID II Holdings Limited		Case No. 12-11080	(SHL)
one	within one year immediate chapter 13 must include be	her box or depository in which the c ly preceding the commencement of xes or depositories of either or both nd a joint petition is not filed.)	this case. (Married det	otors filing under chapter 12 or
	NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
one X	preceding the commencem	y creditor, including a bank, against ent of this case. (Married debtors fil her or both spouses whether or not a led.)	ing under chapter 12 of	r chapter 13 must include
	NAME AND ADDRESS OF	DATE OF CREDITOR SETOFF		AMOUNT DF SETOFF
	14 Droporty hold for or	other person		
	14. Property held for an List all property owned by	another person that the debtor holds	or controls.	
one		another person that the debtor holds DESCRIPTION AND VALUE OF PROPERTY		ON OF PROPERTY
	List all property owned by NAME AND ADDRESS OF OWNER 15. Prior address of deb If debtor has moved within which the debtor occupied	DESCRIPTION AND VALUE OF PROPERTY	Y LOCATIC	f this case, list all premises

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16. Spouses and Former Spouses

None

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME	NAME AND ADDRESS	DATE OF
AND ADDRESS	OF GOVERNMENTAL UNIT	NOTICE

ENVIRONMENTAL LAW

ENVIRONMENTAL

LAW

None

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME	NAME AND ADDRESS	DATE OF
AND ADDRESS	OF GOVERNMENTAL UNIT	NOTICE



c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

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NAME AND ADDRESS OF GOVERNMENTAL UNIT DOCKET NUMBER

STATUS OR DISPOSITION

18. Nature, location and name of business

a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

LAST FOUR DIGITS OF BEGINNING AND NAME SOCIAL-SECURITY ADDRESS NATURE OF BUSINESS ENDING DATES OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN

See attached SOFA 18a Rider

None

None

П

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

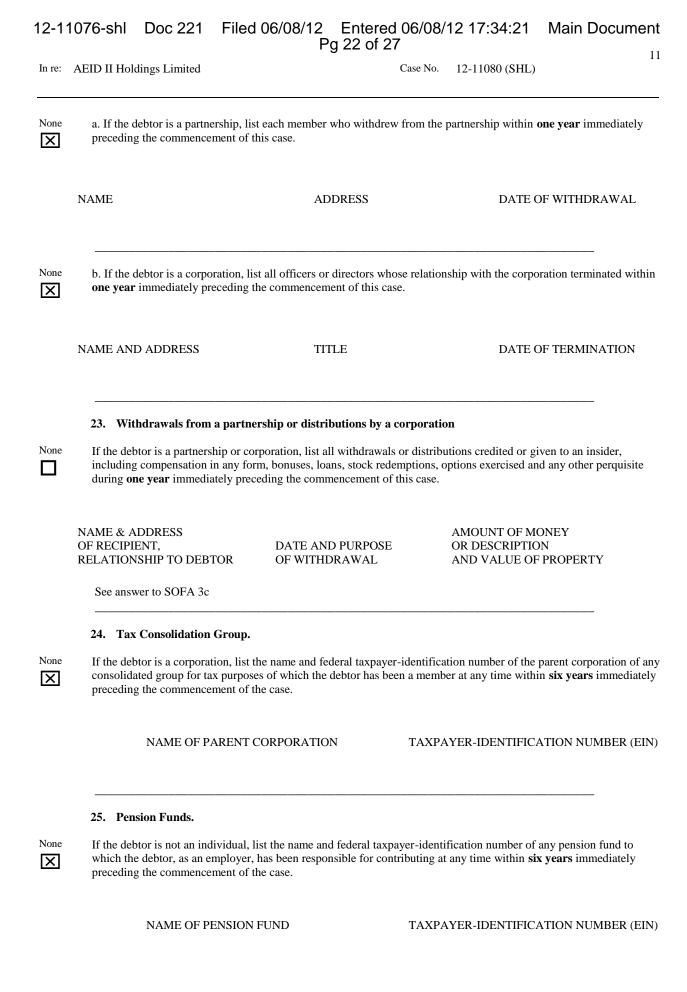
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In re:	AEID II Hol	dings Limited			Case No.	12-11080 (SHL)	
	 19. Boo	ks, records and	l financial statements				
None			nd accountants who with he keeping of books of ac				ng of this bankruptcy
		NAME AND	ADDRESS		DATES	SERVICES RENI	DERED
		Department Arcapita Ban Arcapita Buil Bahrain Bay P.O. Box 140	ding	ninistration	Since in	ception of the Debt	or
None			duals who within two ye s				bankruptcy case have
	NAME		ADDRESS			DATES SERVICI	ES RENDERED
	Debtor i complete		solidated books and reco	rds of another	filed debto	or and no separate a	audit is
None			duals who at the time of t ne debtor. If any of the bo				
		NAME			ADDRE	ESS	
			ntrol and Investment Adn Arcapita Bank	ninistration	Bahrain P.O. Bo		rain
None							encies, to whom a

NAME AND ADDRESS

DATE ISSUED

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n re:	AEID II Holo	lings Limited				Case No.	12-11	080 (SHL)		
	of their f	Holdings Limite inancial stateme Chartered Banl	ents. AEID							
	20. Inve	entories								
None		e dates of the las					me of the	e person wh	io supervis	ed the taking
	DATE OF I	NVENTORY		INVENT	ORY SUPEF	RVISOR	OF IN	AR AMOU VENTORY fy cost, mai	ζ.	er basis)
Vone	b. List the	e name and add	ress of the t	person havir	g possession	of the reco	rds of eac	h of the inv	ventories re	– eported in a.,
<u>×</u>	above.									
×	above.	DATE OF IN				OF CU	JSTODIA	DDRESSE AN RY RECOF		
×		DATE OF IN	VENTORY	ζ		OF CU OF IN	JSTODIA	AN		_
Vone	 21. Cur	rent Partners,	VENTORY Officers, I	/ Directors an	d Sharehold	OF CU OF IN	JSTODIA VENTOF	AN RY RECOF	RDS	
Jone	21. Cur a. If the d partnersh	rent Partners,	VENTORY Officers, I	<i>T</i> Directors an he nature ar	d Sharehold	OF CU OF IN	JSTODIA VENTOF	AN RY RECOF	RDS	
None None	21. Cur a. If the d partnersh NAME ANI b. If the d	rent Partners, lebtor is a partne ip.	VENTORY Officers, I ership, list t ration, list	<i>T</i> Directors an he nature ar NATURE all officers a	d Sharehold ad percentage COF INTER	OF CU OF IN lers e of partners EST of the corpo	JSTODIA VENTOF hip intere PERCI	AN RY RECOR est of each 1 ENTAGE C	RDS member of DF INTER	EST
None	21. Cur a. If the d partnersh NAME ANI b. If the c indirectly	rent Partners, lebtor is a partne ip. D ADDRESS lebtor is a corpo	VENTORY Officers, I ership, list t ration, list	<i>T</i> Directors an he nature ar NATURE all officers a	d Sharehold ad percentage COF INTER	OF CU OF IN lers e of partners EST of the corpo	JSTODIA VENTOF hip intere PERCI pration, an iity securi	AN RY RECOR est of each 1 ENTAGE C	RDS member of DF INTERI ckholder w corporation	EST ho directly of 1.

22. Former partners, officers, directors and shareholders



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* * * * *

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In re : AEID II Holdings Limited

Case No. 12-11080 (SHL)

[If completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date	Signature of Debtor
Date	Signature of Joint Debtor (if any)
[If completed on behalf of a partnership or corporation] I declare under penalty of perjury that I have read the answ attachments thereto and that they are true and correct to the	vers contained in the foregoing statement of financial affairs and any e best of my knowledge, information and belief.
Date 6/8/2012	Signature
	Print Name And Title Essa A. Zainal - Director
[An individual signing on behalf of a partnershi	p or corporation must indicate position or relationship to debtor.]
continu	uation sheets attached
Penalty for making a false statement: Fine of up to \$500,6	000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571
I declare under penalty of perjury that: (1) I am a bankruptcy petition prep- have provided the debtor with a copy of this document and the notices and	RNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110) arer as defined in 11 U.S.C. § 110; (2) 1 prepared this document for compensation and information required under 11 U.S.C. § 110(b), 110(h), and 342(b); and, (3) if rules or maximum fee for services chargeable by bankruptcy petition preparers, 1 have given the
debtor notice of the maximum amount before preparing any document for 1	filing for a debtor or accepting any fee from the debtor, as required by that section.
Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer	Social-Security No. (Required by 11 U.S.C. § 110.)
If the bankruptcy petition preparer is not an individual, state the name, title or partner who signs this document.	e (if any), address, and social-security number of the officer, principal, responsible person,
Address	_
Signature of Bankruptcy Petition Preparer	Date
Names and Social-Security numbers of all other individuals who prepared (or assisted in preparing this document unless the bankruptcy petition preparer is not an

If more than one person prepared this document, attach additional signed sheets conforming to the Official Form for each person

individual

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156.

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IN RE: AEID II Holdings Limited

CASE NO. 12-11080 (SHL)

INTERCOMPANY BALANCE							
NAME OF ENTITY	RELATIONSHIP TO DEBTOR	E	3/19/2011	В	ALANCE AS OF 3/18/2012		VARIANCE
Arcapita Bank B.S.C. (c)	Ultimate Parent (Debtor)	\$	(24,278.79)	\$	(29,785.92)	\$	(5,507.13)
AEID II Holding Company Limited	Invested Entity (Non-Debtor)	\$	17,487.50	\$	16,460.00	\$	(1,027.50)
	TOTAL	\$	(6,791.29)	\$	(13,325.92)	\$	(6,534.63)

SOFA 3C INTERCOMPANY BALANCE

AEID II Holding Company Limited balance is due to a variance in the exchange rates.

CASE NO. 12-11080 (SHL)

SOFA 18A RIDER NATURE, LOCATION AND NAME OF BUSINESS

NAME	TAXPAYER ID NO.	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
AEID II Holding Company Limited	N/A	Boundary Hall, Cricket Square P.O. Box 1111 Grand Cayman KY1-1102 Cayman Islands	Holding Company	January 18, 2008 to Present

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IN RE: AEID II HOLDINGS LIMITED

CASE NO. 12-11080 (SHL)

SOFA 21B RIDER CURRENT PARTNERS, OFFICERS, DIRECTORS AND SHAREHOLDERS

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
ARCAPITA LT HOLDINGS LIMITED ARCAPITA BUILDING BAHRAIN BAY P.O. BOX 1406 MANAMA, KINGDOM OF BAHRAIN	EQUITY HOLDER	100%
ESSA A. ZAINAL ARCAPITA BUILDING BAHRAIN BAY P.O. BOX 1406 MANAMA, KINGDOM OF BAHRAIN	DIRECTOR	N/A
HENRY A. THOMPSON ARCAPITA BUILDING BAHRAIN BAY P.O. BOX 1406 MANAMA, KINGDOM OF BAHRAIN	DIRECTOR	N/A
MOHAMMED A. MUIZ CHOWDHURY ARCAPITA BUILDING BAHRAIN BAY P.O. BOX 1406 MANAMA, KINGDOM OF BAHRAIN	DIRECTOR	N/A
SALAH AL-SHAIKH ARCAPITA BUILDING BAHRAIN BAY P.O. BOX 1406 MANAMA, KINGDOM OF BAHRAIN	DIRECTOR	N/A