

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF ARKANSAS**

IN RE:)	
)	
C. BEAN TRANSPORT, INC.,)	Case No. 10-71360
)	(Chapter 11)
Debtor.)	
)	

**ORDER APPROVING DISCLOSURE STATEMENT, AND
FIXING TIME FOR FILING ACCEPTANCE OR REJECTION
OF PLAN, AND FIXING TIME FOR FILING OBJECTIONS
TO PLAN, COMBINED WITH NOTICE THEREOF**

THIS MATTER comes before the Court pursuant to the Disclosure Statement submitted by C. Bean Transport, Inc., debtor-in-possession herein, and plan proponent of the Plan of Liquidation filed August 17, 2010. The Court finds as follows:

1. On August, 17, 2010, C. Bean Transport, Inc. (C. Bean) filed the Disclosure Statement. On August 21, 2010, the Notice of Response Deadline on Disclosure Statement was filed, which provided a deadline to file objections upon and a hearing on the Disclosure Statement (the "Notice"). A copy of the Disclosure Statement was duly and properly served on creditors and other parties-in-interest on or before August 24, 2010. The provisions of the Bankruptcy Code concerning notice have been duly satisfied and this matter is properly before the Court.

2. The Disclosure Statement and Plan of Liquidation have been modified in the following particulars:

DISCLOSURE STATEMENT

(a) The fourth and sixth paragraph of Article II is modified as follows:

Pursuant to the Plan, the 271 Undeveloped Tract will be offered for sale and if sold proceeds net of costs of closing, commission, and transfer fees will be paid to Bank Midwest for reduction of the principal balance of the Bank Midwest Claim. The loan balance will be reduced accordingly. The balance of the 271 Warehouse

Facility [and 271 Undeveloped Tract if not sold](#) will be conveyed and retained by the Creditors Trust subject to existing liens of Bank Midwest and FFCI in their respective Pre-Petition priorities. Upon confirmation, the Creditors Trust will assume responsibility for debt service of the Bank Midwest Claim as provided herein, and proceeds of operation of the 271 Warehouse Facility will be committed accordingly.

* * *

The Jenny Lind Real Estate consists of approximately 33 acres situated on the corner of Jenny Lind Road and Cavanaugh Streets in Fort Smith, Arkansas. The Creditors Trust will sell in separate tracts or in the aggregate the following identified parcels: (a) the Jenny Lind Corner; (b) the Jenny Lind Office Building; and, (c) the Jenny Lind Truck Repair Facility. All resulting proceeds net of costs of closing, commissions or transfer fees will be paid to ADFa for reduction of the principal debt due on the ADFa claim. [At the request of ADFa, up until the Effective Date](#), as to each of the three tracts, prior to sale, ADFa shall be offered the respective tract for credit at the proposed sale price against the ADFa claim and mortgage debt. The Creditors Trust will retain and operate the two Jenny Lind Warehouse Facilities consisting of one warehouse of approximately 50,000 square feet and one warehouse of approximately 96,000 square feet. Proceeds from operation, as provided in the Plan, shall be ~~paid~~ [utilized for payments to ADFa on a monthly basis on the ADFa Claim](#).

(b) The first paragraph of Section 3.3 is modified as follows:

At the time of the commencement of this Case, the over-the-road trucking business had already been terminated, with tractors and trailers assembled at several diverse locations for redelivery to secured creditors. In some instances, tractors and trailers had actually been returned to the secured creditors. C. Bean was without unencumbered funds for operations and funding of premiums for critical insurance, including property and casualty, workers compensation, and other forms necessary to continue operations of the warehouse facilities. In addition, C. Bean leased necessary equipment to continue vital drayage operations. In order to continue drayage operations for tenants, C. Bean made arrangements with J.B. Transport, Inc., for use of four (4) tractors with a rental of \$10,000 per month, and conducted drayage without interruption utilizing C. Bean's employees. J.B. Transport tractors were used for approximately four (4) months prior to replacement with commercially leased tractors from CARCO, Inc. [In October, the CARCO tractors were replaced by tractors identified as belonging to C. Bean](#). In addition, C. Bean entered into a post-petition monthly lease agreement in May 2010 with Chambers Bank for eleven (11) van trailers for a monthly fee of \$250 per unit.

(c) **The first paragraph of Section 4.1 is modified as follows:**

4.1 **Post-Petition Operating History.** The source of revenue for C. Bean on a post-petition basis has been the generation of accounts receivable for services rendered in connection with the operation of the two Jenny Lind Warehouses and the 271 Warehouse Facility. The Jenny Lind Facilities are generally fully leased to two commercial tenants. One tenant, Owens Corning, occupies the 96,000 square foot facility. The second facility is occupied by numerous tenants, ~~who~~ all of whom have contractual relationships with the Whirlpool Corporation ("Whirlpool"), and who store their goods in the C. Bean warehouse, and utilize drayage service for delivery to Whirlpool. Neither of these tenants have written long-term leases. C. Bean has addressed concerns expressed by Whirlpool to assure that the goods of the C. Bean tenants are not subject to liens, claims, or any restraint, in order to assure that no circumstance arising from the bankruptcy or other right of C. Bean could impair the just-in-time delivery system vital to Whirlpool. Appropriate documents have been entered into and presented to the Court to address those concerns expressed by Whirlpool. C. Bean intends to enter into written term leases with its existing tenants, but at the present time is operating on a month-to-month basis. The 271 Warehouse Facility is not full, and there is substantial excess capacity available. C. Bean is engaged in discussions with potential new tenants for the 271 Warehouse Facility, ~~although no discussion has been finalized at this point and have~~ in time. October made arrangements to lease approximately 42,000 square feet to Owens Corning.

(d) **The third and fourth paragraphs in Section 4.1 have been modified as follows:**

Pursuant to the ADFA Cash Collateral Order, C. Bean is authorized to use \$20,000 of Rent income from the Jenny Lind Warehouses and is to remit the balance of collected Rent Income to ADFA, after establishing a \$75,000 reserve. As of ~~August~~ September 15, 2010, C. Bean had utilized \$20,000 of cash collateral of ADFA for June 2010, and had remitted \$23,664.89 to ADFA as excess cash and adequate protection payments. In addition, in July 2010 \$20,000 was utilized and approximately \$14,032.30 ~~is due to ADFA, but not paid.~~ was paid to ADFA. In August 2010, \$20,000 was utilized and \$23,912.16 was paid to ADFA. The reserve account stands at approximately \$65,000.

In addition, accrued account receivables, which are generally current and outstanding for collection as of ~~August~~ October 2, 2010, of approximately ~~\$215~~250,000, of which amount approximately ~~\$94~~92,000 is associated with rental income and the balance with service revenues. A *pro forma* budget has been developed for operation of the warehouse, a copy of which is attached hereto as Schedule 4.1. It has taken some time to establish a normal budget, because in the early months annual insurance premiums came due as extraordinary expenses, and additional expenses associated with truck rental also became due. As noted earlier, initially, C. Bean rented four (4) tractors from J.B. Transport, an affiliated

entity, for the fee of \$10,000 per month. C. Bean accrued this expense for the first four months, and determined that it was entitled to a credit of \$15,820 against such rental, based upon the usage by J.B. Transport of seven (7) 48' Chaparral aluminum trailers. C. Bean asserted the offset against obligations due to J.B. Transport. J.B. Transport has not agreed with the offset. A final payment with offset to J.B. Transport will be made in the month of August. J.B. Transport has returned five (5) of the 48' Chaparral trailers advising it never had possession of the other two (2). The condition of the five (5) returned trailers was such that C. Bean likely will demand an additional offset, based upon the condition and use of the trailers with wear and tear above normal usage.

(e) **The reference to Schedule 4.2 in the last sentence of the first paragraph of Section 4.2 has been changed to reference Schedule 4.1.**

(f) **The first paragraph of Section 5.1 has been modified as follows:**

5.1 **Assets.** The assets of the Debtor generally consist of the Jenny Lind Real Estate, the 271 Warehouse Facility, the Millcreek Tract, certain equipment, consisting of tractors, trailers, forklifts, and furnishings, accounts receivable in the aggregate amount of \$~~217~~250,000 as of ~~July 30~~ October 2, 2010, cash on hand in the amount of \$82,000, and certain recovery claims in amounts undetermined. Pursuant to the Plan, all of the assets of C. Bean, whether now known or not, and wherever located, including causes of action and Chapter 5 actions, are to be conveyed to the Creditors Trust. The 271 Undeveloped Tract, the Millcreek Tract, the Jenny Lind Office Building, the Jenny Lind Truck Repair Facility, and the Jenny Lind Corner Lot are to be disposed of by the Creditors Trust in a manner of sale to recover maximum proceeds. Provided that upon request of ADFA made before the Effective Date, the Jenny Lind Office Building, the Jenny Lind Truck Repair Facility and/or the Jenny Lind Corner lot will be transferred to ADFA at agreed values for reduction of the ADFA claim. Resulting sale proceeds, net of costs, commissions, and transfer fees, will be paid to the respective holder of mortgage or liens against the property, in accordance with their priority with the intended result of substantial reduction of debt. To the extent that the assistance of the Court is necessary to determine entitlement to sale proceeds, consistent with pre-petition liens and claims, and this Plan, such rights are expressly reserved under the Plan for presentation to the Court.

(g) **Section 5.3(1)(b) and (c), 5.3(2), 5.3(3), 5.3(4), and 5.3(5) have been modified as follows:**

(b) **Class 5: ADFA Claim.** This Claim is secured by real estate assets as noted in the Plan, principally called the Jenny Lind Real Estate, and rental proceeds arising therefrom. The Plan contemplates reduction of the ADFA Claim and underlying debt as a result of sale of assets subject to the ADFA mortgage or

transfer of such assets to ADFA prior to the Effective Date. The Plan contemplates payment of interest only at 6% per annum for 12 months after the Effective Date, and thereafter for 48 months payment of a monthly installment amortized over 15 years, with interest at 6% per annum.

(c) Class 6: Bank Midwest Claim. This Claim is secured by a mortgage lien and assignment of rents in the 271 Warehouse Facility. The Plan contemplates reduction of the Bank Midwest Claim as a result of sale of the 271 Undeveloped Tract, and payment to Bank Midwest of interest only at 6% per annum for 12 months after the Effective Date, and thereafter for 48 months payment of a monthly installment amortized over 15 years, with interest at 6% per annum.

(2) **General Unsecured Claims.**

Most of C. Bean's Creditors fall into the category of general unsecured creditors. The amount of Unsecured Claims are estimated to total approximately \$4,000,000 to \$4,500,000. The exact amount can only be determined when all objections to Claims have been resolved. Unsecured Creditors have been placed in Class 14 of the Plan. Unsecured Creditors holding a claim less than \$250 are placed in Class 13 of the Plan. The amount of Class 13 Claims are estimated to be less than \$7,500. It is impossible to estimate how many Class 14 Creditors will elect Class 13 treatment, or the amount of such claim elections.

(3) **Administrative Claims.**

Under the Bankruptcy Code, the actual, necessary costs and expenses of preserving the estate; i.e., administrative claims, must be paid in full under a Chapter 11 plan. Costs of operating the business incurred while in Chapter 11 are ordinarily paid without the need for Court approval. Administrative claims that the Bankruptcy Code requires C. Bean to pay on or before the Effective Date of the Plan include the remaining fees and expenses incurred by the professionals as well as the quarterly fee due to the United States Trustee. Administrative claims are set forth in Article IV of the Plan. Administrative claims, pursuant to the Bankruptcy Code, are required to be paid in full on or before the effective date of the Plan upon approval by the Bankruptcy Court or paid otherwise by agreement. To date, ~~no the following~~ professional fees ~~have been paid by the Debtor during the pendency of this Case~~ approved and retainers have been applied. The following professionals have been retained:

Professional	Retainer	Estimated Approval Fees & Expenses
Doerner, Saunders, Daniel & Anderson,	\$31,260.53	\$192,906

L.L.P., Counsel for Debtor		
Smith, Cohen & Horan	\$5,000	\$34,500
Funds Reserved Post- Petition per Cash Collateral Order	\$ 22 26,000	

(4) **Priority Claims.**

Claims entitled to priority are paid before Claims of general unsecured creditors under the Plan, consistent with the Bankruptcy Code. Payment, however, is dependent upon the availability of funds to make payments. Priority Wage Claims have been placed in Class 1, and are estimated not to exceed \$45,000. Priority Contribution Claims have been placed in Class 2, but are not expected to be consequential, and Priority Governmental Claims have been placed in Class 3.

(5) **Subordinated Claims.**

Pursuant to the Bankruptcy Code, claims may be subordinated to other creditors in certain circumstances, including improper dealing or action by the creditor. Subordinated creditors are placed in Class ~~15~~16.

(h) **The first paragraph to Article VII has been modified as follows:**

~~AH~~ Assets of C. Bean, as provided in the Plan, will be transferred to the Creditors Trust. The Creditors Trust will proceed with efforts to sell the (a) Millcreek Tract, (b) the 271 Undeveloped Tract, the Jenny Lind Corner Lot, the Jenny Lind Truck Repair Facility, and (c) the Jenny Lind Office Building, unless transferred to ADFA at its request. Upon sale, and after deducting costs, commissions, and transfer fees, the amounts received (or credit for value in the instance of ADFA) will be paid or credited to the holders of the liens in accordance with their priority. The secured claims will therefore be reduced upon receipt of the payment accordingly, and the loans will be reduced, and payments made pursuant to the Plan, based upon the declining balance.

(i) **The second paragraph in Section 13.2 has been modified as follows:**

In the Plan, Classes ~~1~~, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 are “impaired” and are entitled to vote, and Classes 1 ~~and~~ 2, and 4 are “unimpaired” and not entitled to vote; their affirmative vote is presumed as a matter of law pursuant to § 1126(9) of the Bankruptcy Code.

PLAN OF LIQUIDATION

(a) The sixth paragraph of Article II of the Plan has been modified as follows:

The Jenny Lind Real Estate consists of approximately 32.96 acres situated on the corner of Jenny Lind Road and Cavanaugh Streets in Fort Smith, Arkansas, which will be transferred to the Creditors Trust. The Creditors Trust will sell in separate tracts or in the aggregate the following identified parcels: (a) the Jenny Lind Corner; (b) the Jenny Lind Office Building; and, (c) the Jenny Lind Truck Repair Facility. or at the request of ADFA, made before the Effective Date. Debtor will transfer to ADFA the Jenny Lind Corner, the Jenny Lind office Building and/or the Jenny Lind Repair Truck Facility for credit on the ADFA Claim as proposed herein. All proceeds net of costs of closing, commissions or transfer fees will be paid to ADFA or credit granted for reduction of the principal debt due on the ADFA claim. As to each of the three tracts, prior to sale, ADFA shall be offered the respective tract for credit at the proposed sale price against the ADFA claim and mortgage debt. The Creditors Trust will retain and operate the two Jenny Lind Warehouse Facilities consisting of one warehouse of approximately 50,000 square feet and one warehouse of approximately 96,000 square feet. Proceeds from operation necessary to satisfy the ADFA Claim, as provided in the Plan, shall be paid to ADFA on a monthly basis by the Creditors Trust.

(b) Section 3.47 has been modified to reflect that the effective date shall occur 60 days after confirmation rather than 20 days.

(c) The first paragraph of Article VI has been modified as follows:

Classes ~~1, 3~~, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 are impaired by this Plan. Classes 1, 2 and 4 are unimpaired by this Plan.

(d) Section 7.5 and 7.6 have been modified as follows:

7.5 Class 5: ADFA: ADFA shall have an Allowed Secured Claim in the amount of \$5,459,151. ADFA will retain all liens in the Jenny Lind Real Estate as existed on the Petition date Date and such liens shall be entitled to the same priority as existed on that date. Except as noted herein, the Jenny Lind Real Estate will be transferred to the Creditors Trust, subject to the ADFA liens. The Creditors Trust C. Bean will attempt to sell the following tracts of the Jenny Lind Real Estate: (a) The Jenny Lind Corner Lot; (b) the Jenny Lind Truck Repair Facility; and, (c) the Jenny Lind Office Building, in one or more sales. The Creditors Trust will obtain real estate appraisals of such tracts, (hereinafter called the "ADFA Parcels"), offered and will not sell any or all of such tracts sold for less than appraised value without consent of ADFA. sales prices approved by both ADFA and C. Bean. Upon a successful sale, the proceeds of sale for each such tract, at Closing shall be paid to ADFA net of traditional closing costs,

commissions, and transfer costs. ADFA shall apply such proceeds to the payment of principal on the ADFA Claim. ~~For~~As an alternative to sale of the ADFA Parcels by C. Bean, at the request of ADFA, at a time prior to the Effective Date, C. Bean will transfer title to ADFA and abandon any interest of the Estate in such ADFA Parcels in consideration for a credit to C. Bean on the ADFA Secured Claim in an amount agreed upon by ADFA and C. Bean, and if such agreement cannot be reached, by the Court.

Commencing on the Effective Date, and for a period of twelve (12) months ~~after the effective date~~, the Creditors Trust shall pay to ADFA monthly the greater amount of \$25,000 or the monthly accruing interest on its outstanding debt, ~~consistent as such amount may be reduced by credits or by payment to ADFA,~~ with interest ~~thereon~~ calculated at the rate of _____. Thereafter, on the thirteenth month after the Effective Date, the ADFA Claim shall be paid in forty-eight (48) monthly installments of principal and interest. ~~If any parcel is sold, the sale proceeds, net of traditional costs, commissions, or transfer fees, at ___% interest as set forth herein, with maturity at the end of such forty-eight (48) month period. Installment amounts shall be paid calculated on a fifteen year amortization schedule, providing for monthly payments. At maturity, the remaining balance shall become due~~ to ADFA. The Creditors Trust shall maintain insurance against loss in the amount equal to the replacement value of all improved tracts and ADFA shall be a designated loss payee. The Creditors Trust will operate the Jenny Lind Warehouses and its profits shall fund the payments required hereunder.

7.6 Class 6: Bank Midwest Claim. Bank Midwest will have an Allowed Secured Claim in the amount of \$1,805,590.60 secured by the 271 Warehouse Facility to include certain costs in addition to the principal balance due. Bank Midwest will retain all liens in the 271 Warehouse Facility ~~an executed~~ as existed on the Petition ~~date, whereas~~ Date, which shall be entitled to the same priority as ~~executed~~ existed on Petition Date. Except as expressly modified herein, the documents evidencing or securing the Bank Midwest loan are ratified and reaffirmed and shall govern the rights and obligations of the parties as modified by this Plan. The 271 Warehouse Facility will be transferred to the Creditors Trust, subject to Bank Midwest liens. ~~The Creditors Trust will sell the 271 Undeveloped Tract.~~ The Creditors Trust will obtain a real estate appraisal of the 271 Undeveloped Tract and Warehouse, which shall also separately value the 271 Undeveloped Tract. The Creditors Trust will attempt to sell the 271 Undeveloped Tract, but will not sell the same 271 Undeveloped Tract for less than the appraised value without consent of Bank Midwest. Upon sale of the 271 Undeveloped Tract, the proceeds of sale, at Closing shall be paid to Bank Midwest, net of traditional closing costs, commissions and transfer costs, which costs shall be subject to Bank Midwest's approval, not be unreasonably withheld or delayed. Bank Midwest shall apply such proceeds to the payment of Principal on the Bank Midwest Claim.

For a period of twelve (12) months after the Effective Date, the Creditors Trust shall pay to Bank Midwest monthly the ~~greater of \$8,000 or the~~ monthly

accruing interest on its outstanding debt, ~~consistent with interest thereon~~ calculated at 6% per annum. Thereafter, on the thirteenth month after the Effective Date, the Bank Midwest Claim shall be paid in forty-eight (48) monthly installments of principal and interest. ~~If any parcel is sold at 6% per annum as set forth herein, with maturity at the end of such forty-eight (48) month period.~~ Installment amounts shall be calculated on a fifteen (15) year amortization schedule providing for monthly payments. At maturity, the remaining unpaid balance shall become due to Bank Midwest. The Creditors Trust may sell the entire 271 Warehouse Tract, provided that net proceeds received are sufficient to satisfy the Bank Midwest Claim. In the event of such sale, the sale proceeds, net of traditional costs, commissions, or transfer fees, shall be paid to Bank Midwest. In the event of any excess funds, they shall be applied to the outstanding balance of the FFCI Claim, if any. The Creditors Trust shall ~~maintain insurance~~ insure the 271 Warehouse against loss, in ~~the an~~ amount equal to the replacement value of all improvements, and Bank Midwest and FFCI shall be designated loss ~~payee~~ payees. The Creditors Trust will operate the 271 Warehouse Facility, and its profits shall fund the payments required hereunder. The Creditors Trust will execute, acknowledge and deliver such documents as may be requested by Bank Midwest to evidence the terms of this Section 7.6 to the extent deemed necessary by Bank Midwest.

For a period of twelve (12) months after the Effective Date, the Creditors Trust shall pay to Bank Midwest monthly the monthly accruing interest on its outstanding debt, calculated at 6% per annum. Thereafter, on the thirteenth month after the Effective Date, the Bank Midwest Claim shall be paid in forty-eight (48) monthly installments of principal and interest at 6% per annum as set forth herein, with maturity at the end of such forty-eight (48) month period. Installment amounts shall be calculated on a fifteen (15) year amortization schedule providing for monthly payments. At maturity, the remaining unpaid balance shall become due to Bank Midwest. The Creditors Trust may sell the entire 271 Warehouse Tract, provided that net proceeds received are sufficient to satisfy the Bank Midwest Claim. In the event of such sale, the sale proceeds, net of traditional costs, commissions, or transfer fees, shall be paid to Bank Midwest. In the event of any excess funds, they shall be applied to the outstanding balance of the FFCI Claim, if any. The Creditors Trust shall insure the 271 Warehouse against loss, in an amount equal to the replacement value of all improvements, and Bank Midwest and FFCI shall be designated loss payees. The Creditors Trust will operate the 271 Warehouse Facility, and its profits shall fund the payments required hereunder. The Creditors Trust will execute, acknowledge and deliver such documents as may be requested by Bank Midwest to evidence the terms of this Section 7.6 to the extent deemed necessary by Bank Midwest

(e) Section 11.1 is modified as follows:

11.1 Objection Deadline. Except as provided in 11.2, the Reorganized Debtor shall file with the Bankruptcy Court all objections to Claims within ~~ninety (90)~~ one hundred twenty (120) days of the Effective Date of the Plan, unless extended by

order of the Bankruptcy Court. Nothing herein shall prevent the Reorganized Debtor from seeking reconsideration of a Creditor Claim pursuant to Bankruptcy Rule 3008.

Other changes have been made to both the Disclosure Statement and Plan of Liquidation related to grammar, capitalization, clarification, and reconciliation of numbers that are not reflected in this Order. Parties should read these documents carefully and not rely upon previously filed versions of the Plan and Disclosure Statement.

3. The Disclosure Statement, as modified, contains adequate information for the solicitation of acceptance of the Plan for Reorganization of C. Bean Transport, Inc. (the “Plan”), as contemplated by 11 U.S.C. § 1125, and should therefore be approved.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that

- A. The Disclosure Statement is hereby approved.
- B. C. Bean shall file unmarked copies of the Disclosure Statement and Plan, as modified, along with all exhibits and schedules, which shall constitute official documents to be sent to creditors, interest holders, and parties-in-interest for balloting and confirmation purposes.
- C. Within two days of the entry of this Order, the Disclosure Statement and Plan, together with a copy of this Order and a Ballot conforming to Official Form No. 14 (to those entitled to vote) shall be mailed to all creditors and interest holders and shall be transmitted to the U.S. Trustee as provided by Bankruptcy Rule 3017(d). In addition, C. Bean shall comply with Bankruptcy Rule 3017(e) by providing copies of the Disclosure Statement and the Plan, a copy of this Order, and a Ballot conforming to Official Rule No. 14 to the record equity owners of C. Bean.

D. **November 4, 2010** is fixed as the last day for submitting ballots to accept or reject the Plan. Ballots should be returned to Gary M. McDonald, Doerner, Saunders, Daniel & Anderson, L.L.P., 320 South Boston Ave., Suite 500, Tulsa, Oklahoma 74103-3725.

E. A hearing on confirmation of the Plan will be conducted on **November 8, 2010, at 9:00 a.m.**, in at the Fayetteville Division Courtroom, 35 East Mountain St., Fayetteville, Arkansas 72701.

F. Any objection to the Plan must be set forth in a written objection, filed on or before **November 7, 2010**, with a copy served upon counsel for C. Bean, Chad J. Kutmas, Doerner, Saunders, Daniel & Anderson, L.L.P., 320 South Boston Ave., Suite 500, Tulsa, Oklahoma 74103-3725.

G. BY WAY OF THIS ORDER, NOTICE IS HEREBY GIVEN THAT THE FIRST AMENDED PLAN CONTAINS THE FOLLOWING PROPOSED INJUNCTIONS:

(1) **THAT NO HOLDER OF AN ALLOWED CLAIM SHALL BE ABLE TO SETOFF, SUSPEND, FREEZE, OR RECOUP ANY AMOUNT FROM FUNDS AND OTHER PAYMENTS THAT SUCH HOLDER MAY OWE TO C. BEAN (Plan at p. 43-44); and**

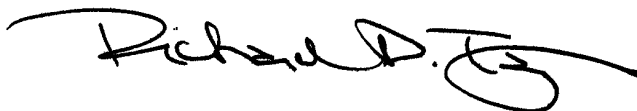
(2) **THAT EXCEPT AS PROVIDED IN THIS PLAN, THE CONFIRMATION ORDER, OR THE SETTLEMENT AGREEMENT, ON AND AFTER THE EFFECTIVE DATE, ALL PERSONS OR ENTITIES WHO HAVE HELD, CURRENTLY HOLD, OR MAY HOLD A DEBT OR CLAIM, OTHER THAN A PROFESSIONAL FEE CLAIM OR A CLAIM FOR**

ADMINISTRATIVE EXPENSES THAT AROSE BEFORE THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH DEBT OR CLAIM: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST C. BEAN OR AGAINST THE C. BEAN ASSETS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST C. BEAN OR AGAINST C. BEAN ASSETS; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST C. BEAN OR AGAINST C. BEAN ASSETS; (IV) ASSERTING ANY SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO C. BEAN OR AGAINST C. BEAN ASSETS; AND (V) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THIS PLAN OR THE CONFIRMATION ORDER. THE CONFIRMATION ORDER SHALL CONSTITUTE SUCH AN INJUNCTION. ANY PERSON OR ENTITY INJURED BY ANY WILLFUL VIOLATION OF SUCH INJUNCTION SHALL RECOVER ACTUAL DAMAGES, INCLUDING

**ATTORNEYS' FEES AND COSTS, AND, IN APPROPRIATE
CIRCUMSTANCES, MAY RECOVER PUNITIVE DAMAGES
FROM THE WILLFUL VIOLATOR (Plan at p. 43-44).**

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED this 8th day of
October, 2010.

BY THE COURT:



UNITED STATES BANKRUPTCY JUDGE

Submitted by:

/s/ Chad J. Kutmas

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