

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.)	

**MODIFIED PLAN OF LIQUIDATION PROPOSED BY
C. BEAN TRANSPORT, INC., DEBTOR-IN-POSSESSION**

ARTICLE I.
INTRODUCTION

This Plan of Liquidation for C. Bean Transport, Inc. (“C. Bean” or “Debtor-in-Possession”), is proposed by the Debtor-in-Possession as Plan Proponent (“Proponent”). Capitalized terms, not reflecting grammatical rules of capitalization, if not identified by quotation marks, are defined in Article III. Accompanying this Plan is a Disclosure Statement that has been approved by the Bankruptcy Court. The Disclosure Statement provides additional information to be considered in connection with this Plan.

ARTICLE II.
CONCEPT OF PLAN

C. Bean proposes in its Plan (a) the liquidation of certain real estate to reduce mortgage debt and (b) the transfer and continued operation of other real estate warehouse assets. The Plan provides for payment of Allowed Administrative Claims within thirty (30) days of the Effective Date or as Holders thereof may agree. Holders of allowed unsecured claims of \$250 or less or electing to reduce their claim to \$250 will be paid within sixty (60) days of the Effective Date. Other allowed unsecured claims will be paid a *pro rata* distribution as provided in the Plan. The amount distributed to Class 14 Unsecured Claims is dependent upon operations of C. Bean properties post-confirmation and results of actions on claims. Each holder of a Class 14 Allowed Unsecured Claim

will receive *pro rata* payment after payment of Allowed Administrative Claims, Allowed Secured Claims, Allowed Priority Claims, and the post-confirmation expenses of administration of the Plan, and Class 13 Small Creditor Claims, as provided herein. The Plan proposes that existing Common Stock will be retained but will receive nothing under this Plan until and unless the Allowed Claims of all Creditors are paid in full, by the Creditors Trust in which case the Trustees shall distribute to the holders of Old Stock, in proportion to the ownership of stock, a share of the excess. Otherwise, in the absence of any excess funds, the Plan provides no payment for Old Stock.

As a general overview, subject to more detailed provisions of this Plan, C. Bean owns and operates the 271 Warehouse Facility and the Jenny Lind Facility.

The 271 Warehouse Facility, whose street address is 7001 Highway 271, Fort Smith, Arkansas, consists of approximately 7.721 acres on which three warehouse facilities described as Northern Warehouse, approximately 55,000 square feet; Middle Warehouse, approximately 30,500 square feet and Southern Warehouse, approximately 43,500 square feet. An additional 5.37 acres of 271 Warehouse Facility which is undeveloped land called the 271 Undeveloped Tract lies adjacent to the 271 Warehouse Facility real estate. Bank Midwest asserts a secured claim in the amount of \$1,805,590.60 which is secured by a first mortgage upon the 271 Warehouse Facility, including assignment of rents. FFCI asserts a second mortgage position on the 271 Warehouse Facility.

Pursuant to the Plan, the 271 Undeveloped Tract will be offered for sale and 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 Claim

amount and loan balance will be reduced accordingly. The balance of the 271 Warehouse Facility will be conveyed to and retained by the Creditors Trust subject to pre-petition existing liens and mortgages 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.

In addition, the Millcreek Tract, which is adjacent to the Jenny Lind Real Estate, will be transferred to and sold by the Creditors Trust with proceeds therefrom paid, net of costs of closing commissions and transfer fees, to the holders of liens against the Millcreek Tract who are believed to be FFCI and First Source. Prior to sale the Creditors Trust will offer to convey title to FFCI of the Millcreek Tract for principal credit on the FFCI claim of \$500,000, subject to Court approval.

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.

As a result of the foregoing actions the Creditors Trust will own and operate the Jenny Lind Warehouses and the 271 Warehouse, each subject to pre-petition and lien claims, reduced by sale proceeds as provided in the Plan. The equity value and surplus operating reserves of these properties will be assets of the Creditors Trust for benefit of the unsecured creditors of Class 14. In addition, various claims and recovery actions will be vested in the Creditors Trust, including the Insider Claims.

ARTICLE III. **DEFINITIONS**

All definitions of the Bankruptcy Code are incorporated herein by reference. Also, unless the context of usage in this Plan indicates otherwise, the following words and phrases shall have the following meanings when their first letter or letters are capitalized in this Plan (and in the Disclosure Statement, filed contemporaneously herewith):

3.1. 1st Source Bank. Shall refer to 1st Source Bank, an Indiana Corporation located at 100 North Michigan Street, South Bend, Indiana 46601.

3.2. 271 Cash Collateral Order. Shall refer to that certain Cash Collateral Order entered by the Court on June 22, 2010 [Docket No. 212], pursuant to which authorization of use of funds for operations and adequate protection payments was authorized.

3.3. 271 Undeveloped Tract. Shall refer to a tract of land consisting of approximately 5.37 acres, which is a part of the 271 Warehouse Facility, and is unimproved real estate facing on Highway 271.

3.4. 271 Warehouse Facility. Shall refer to that certain grouping of warehouse buildings and the 271 Undeveloped Tract, owned by C. Bean and located at 7001 Highway 271 in Fort Smith, Arkansas. The warehouse facilities consist of three buildings: Northern Warehouse, approximately 55,000 square feet, Middle Warehouse, approximately 30,500 square feet, and the Southern Warehouse, approximately 43,500 square feet, together with the 271 Undeveloped Tract, as shown on the Plat attached hereto as Schedule 3.3.

3.5. Acceptance. Shall mean the acceptance of the Plan pursuant to § 1126 of the Bankruptcy Code. A Class of Claims or Interests has accepted this Plan if this Plan has been accepted by Claimants or Interest holders of that Class that hold at least two-thirds in dollar amount and a majority in number of the Allowed Claims or Allowed Interests, which vote either to accept or reject this Plan. Pursuant to § 1126(f), a Class that is not impaired under this Plan, and each holder of a Claim or Interest of such Class, is conclusively presumed to have accepted this Plan, and solicitation of Acceptances with respect to such Class from the holders of Claims or Interest of such Class is not required.

3.6. ADFA. Shall refer to Arkansas Development Finance Authority, with its principal offices in Little Rock, Arkansas.

3.7. ADFA Claim. Shall refer to the asserted secured claims of ADFA secured by the Jenny Lind Real Estate and Rents.

3.8. Administrative Claim. Shall mean a Claim or expense allowed by the Court under 11 U.S.C. § 503(b) and entitled to priority pursuant to § 507(a)(1) of the Bankruptcy Code, or otherwise allowable because no objection has been timely asserted, including (a) actual costs or expenses incurred after the Petition Date for preservation of the Estate, operating expenses incurred, including wages, salaries of commissions for services rendered after commencement of the Chapter 11 Case, (b) professional fees, pursuant to Section 330 of the Bankruptcy Code, (c) all fees and charges assessed against the Estate, pursuant to 28 U.S.C. § 1930 of the United States Bankruptcy Code, to the extent allowed by the Bankruptcy Court, and (d) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under § 546(c)(2)(A) of the Bankruptcy Code.

3.9. Administrative Claim Bar Date. Shall mean a date upon which all Administrative Claims must be filed to be considered. Any Administrative Claim for which a request for administrative payment has not been made before the Administrative Claim Bar Date shall be deemed untimely and not allowed. No Administrative Claim Bar Date has yet been set by Order of the Bankruptcy Court.

3.10. Allowed Claim. Shall mean the following: If a Claim has been timely filed before the Claims Bar Date, the allowed amount will be the claimed amount, provided no objection to the Claim is or has been filed within ninety (90) days of the Effective Date. If no Proof of Claim has been filed, an allowed claim is the amount of the Claim scheduled by Debtor pursuant to 11 U.S.C. § 521(1) and the Bankruptcy Rule 1007(a)(1), provided such Scheduled Claim is not listed upon such schedules or any amendment thereof as either disputed, contingent or unliquidated. If an objection to a

Claim is filed, the amount and validity of the Claim will be the amount determined by final order of the Court.

3.11. Allowed Priority Claim. Shall mean an Allowed Claim arising on or before the Petition Date that is an unsecured claim entitled to priority pursuant to § 507 of the Bankruptcy Code.

3.12. Allowed Secured Claim. Shall mean an Allowed Claim arising on or before the Petition Date that is secured by a valid lien on property of Debtor which is not void or voidable under any state or federal law or an Allowed Claim for which the holder asserts a set-off under § 553 of the Bankruptcy Code, to the extent of the value (which is either agreed to by the Debtor pursuant to this Plan, or in the absence of an agreement, has been determined in accordance with § 506(a) or § 1111(b) of the Code) of the interest of holder of such allowed claim in Debtor's property, or an Allowed Claim that Proponent has agreed to treat as an Allowed Secured Claim pursuant to this Plan. That portion of such an Allowed Claim which exceed the value of security held therefore shall be an Allowed Unsecured Claim, unless as this Plan may provide otherwise.

3.13. Allowed Unsecured Claim. Shall mean an Unsecured Claim which is an Allowed Claim and not a Disputed Claim, or Administrative Claim, Secured Claim, or Priority Claim or a Priority Tax Claim.

3.14. Ballot. Shall mean the Ballot forms distributed with the Disclosure Statement to holders of Impaired Claims entitled to vote in connection with the solicitation of acceptance of the Plan.

3.15. Bank Midwest. Shall refer to Bank Midwest, N.A, a banking institution chartered under the United States.

3.16. Bank Midwest Claim. Shall refer to the asserted secured claim of Bank Midwest secured by the 271 Warehouse Facility and assignment of rents.

3.17. Bankruptcy Code. Shall mean the Bankruptcy Reform Act of 1978, as amended in Title 11 of the United States Code (11 U.S.C. § 101, et seq.), as existed on Petition Date.

3.18. Bankruptcy Court. Shall mean the United States Bankruptcy Court for the Western District of Arkansas, which has jurisdiction over this case.

3.19. Bankruptcy Rules. Shall mean the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court pursuant to 28 U.S.C. § 2075, as existed on Petition Date.

3.20. Bean Family. Shall include the following: Curt Bean, Tim Bean, and the Leroy Bean Living Trust.

3.21. Bean Lumber Company. Shall refer to that certain lumber processing business facility of Bean Lumber Company, Inc., located in Amity, Arkansas, whose ownership is held by the Bean Family.

3.22. Bean Lumber Company Receivable. Shall refer to the outstanding unpaid obligation of Bean Lumber Company to C. Bean in the approximate amount of \$6,116,760.

3.23. Bell Receiver. Shall refer to Bell and Associates who were appointed as Receiver of C. Bean in the Receivership Case.

3.24. Beneficiary. Shall mean, pursuant to this Plan, those who hold a beneficial interest in the Creditors Trust.

3.25. Beneficial Interests. Shall mean an interest in the Creditors Trust pursuant to the Creditors Trust Agreement of the holder of allowed claims. A holder of an Allowed Claim in Class 14 of Unsecured Creditors shall have an interest equal in ratio to the amount of the holder's Allowed Unsecured Claim to the total amount all Allowed Claims, including estimated Claims in Class 14, as the case may be. Example, Allowed Claim Dollar Amount ÷ total Allowed Claims Dollar Amount = Beneficial Interest Percentage. Provided, however, that the Beneficial Interests are junior to payment of claims of Allowed Administrative Expense and Allowed Priority Claims and Allowed Secured Claims. The liens of Allowed Secured Claims shall attach to any proceeds of collateral subject to lien to the extent of and until paid.

3.26. C. Bean Pre-Petition Receivables. Shall mean the receivables due from third parties to C. Bean on or after the Petition Date, less any payments received thereon.

3.27. Case. Shall mean this bankruptcy case, case number 10-71360, filed pursuant to Chapter 11 of the Bankruptcy Code.

3.28. Cash. Shall mean legal tender of the United States or equivalents thereof.

3.29. Chambers Bank. Shall refer to a banking organization established under the laws of the State of Arkansas with its principal place of business in Danville, Arkansas.

3.30. Chambers Preference Action. Shall refer to that certain adversary action, pursuant to which C. Bean seeks to avoid liens asserted by Chambers Bank in seven (7) Chaparral aluminum trailers.

3.31. Claim. Shall mean a right of a Creditor to payment from C. Bean, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent,

matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured; or any right to payment from C. Bean, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

3.32. Claims Bar Date. Shall mean June 30, 2010, the date fixed by the Bankruptcy Court as the deadline for filing Claims in this case. Any Claim, except an administrative claim which is separately provided for herein, which has not been filed on or before or consistent with the Bar Date shall be deemed untimely as a Late-Filed Claim and not allowed.

3.33. Class. Shall mean a group or category of Claims or Interests which are substantially similar to the other Claims or Interests in such Class.

3.34. Confirmation Date. Shall mean the date upon which the Confirmation Order is entered by the Bankruptcy Court.

3.35. Confirmation Order. Shall mean the order entered by the Bankruptcy Court confirming this Plan, as it may be amended or modified.

3.36. Consummation of the Plan. Shall mean the substantial performance of all material obligations provided for in this Plan.

3.37. Creditor. Shall mean any person having a Claim against C. Bean, that arose on or before the Petition Date, or a Claim against the Estate of C. Bean established pursuant to a provision of the Bankruptcy Code.

3.38. Creditors Trust. Shall mean the entity established pursuant to the Creditors Trust Agreement for the benefit of beneficiaries, as evidenced by the Creditors

Trust Agreement, to hold and administer the assets of C. Bean, transferred pursuant to this Plan.

3.39. Curt Bean. Shall refer to Curt Bean, an individual, who owns seventy-five percent (75%) of the outstanding share of C. Bean. Curt Bean has not been actively involved in this Case.

3.40. Curt Bean Lumber. Shall refer to that certain lumber processing business and facility of Curt Bean Lumber Company, Inc., located in Amity, Arkansas, whose ownership is held by the Bean Family.

3.41. Curt Bean Lumber Receivable. Shall refer to obligations owed to C. Bean from Curt Bean Lumber in the approximate amount of \$2,562,936, based upon the 2008 financial records of C. Bean.

3.42. Debtor. Shall mean C. Bean Transport, Inc.

3.43. Debtor-in-Possession. Shall mean the entity created upon the filing of Debtor's Chapter 11 bankruptcy case pursuant to 11 U.S.C. § 1107.

3.44. Diamond Bank. Shall mean Diamond Bank, a state banking association organized under the laws of Arkansas with its principal offices in Glenwood, Arkansas.

3.45. Disclosure Statement. Shall mean the written disclosure statement filed in this Case pursuant to 11 U.S.C. § 1125, that relates to this Plan, as amended, supplemented or modified, and approved by the Bankruptcy Court, pursuant to 11 U.S.C. § 1125 of the Bankruptcy Code and Fed. R. Bankr. Proc. 3017.

3.46. Disputed Claim. Shall mean any Claim or portion thereof that is not an Allowed Claim, and includes without limitation, claims either (1) listed on Schedules filed by Debtor and listed at zero or for which no amount is shown, or listed as

“disputed,” “contingent” or “unliquidated,” or a scheduled claim to which an objection has been filed, or (2) Proof of Claim which has been filed with the Bankruptcy Court and an objection to which has been filed within ninety (90) days of the Effective Date, until such objection is withdrawn or resolved by a final order of the Court, or which does not assert a claim in a specific dollar sum.

3.47. Effective Date. Shall mean a date sixty (60) days after the entry of the Confirmation Order, provided no stay of the Confirmation Order has been issued, unless such date falls on a weekend or holiday in which case the Effective Date shall be the next business day.

3.48. Estate or Debtor’s Estate. Shall mean the estate of Debtor created pursuant to § 541 of the Bankruptcy Code upon commencement of this Chapter 11 case.

3.49. Executory Contracts. Shall mean any contract or unexpired lease to which C. Bean is a party and which is capable of being assumed or rejected pursuant to § 365 of the Bankruptcy Code.

3.50. FFCI. Shall refer to Federal Financial Credit, Inc., a Texas corporation existing under the Laws of Texas, with its principal place of business in Houston, Texas.

3.51. FFCI Claim. Shall refer to the Claim asserted by FFCI in the Pre-Petition amount of \$1,435,244 less payments made by C. Bean in connection with liquidation of collateral. FFCI asserts liens in the Millcreek Tract, the 271 Warehouse Facility and certain proceeds of accounts receivables.

3.52. Filed. Shall mean filed in the Bankruptcy Court or, with regard to a proof of claim, deemed filed pursuant to 11 U.S.C. § 1111(a).

3.53. Final Decree. Shall mean the order of the Bankruptcy Court closing the Chapter 11 Case.

3.54. Final Fee Application. Shall mean the application of a Professional Person under §§ 327, 330, 503, or 1103 of the Bankruptcy Code for the final allowance of fees and reimbursement of expenses.

3.55. Final Order. Shall mean an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, the operation and effect of which has not been stayed, reversed, or amended as to which order or judgment, the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed, or, if filed, remains pending.

3.56. Full Consummation. Shall refer to the circumstance when all payments required under this Plan have been paid and discharged, excepting only any payment associated with rights or obligations in connection with Creditors' Equity.

3.57. GECC. Shall refer to General Electric Capital Corporation.

3.58. GECC Cash Collateral Order. Shall refer to that certain Bankruptcy Court Order authorizing use of cash collateral, entered into between Debtor-in-Possession and GECC and FFCI, represented by an Interim Order filed on April 8, 2010 [Docket No. 96], and Final Order dated May 20, 2010 [Docket No. 169].

3.59. GECC Claim. Shall refer to the secured Claim of GECC, secured by a lien and security interest in certain Pre-Petition accounts receivables of C. Bean arising from over-the-road trucking operations.

3.60. Impaired. Shall mean, when used in reference to a Claim or Interest, that the Claim or Interest holder's rights against C. Bean are being altered in some way under the Plan.

3.61. Insider Receivables. Shall collectively include obligations of officers and directors of C. Bean based upon Financial Statements of C. Bean, and the Bean Lumber Company Receivable, and the Curt Bean Lumber Receivable.

3.62. Interests. Shall mean an interest represented by an "equity security" as defined in § 101(16) of the Bankruptcy Code, including all preferred stock, common stock, members interest, partnership interests, or such other interest purporting to represent a present ownership interest in C. Bean.

3.63. Jenny Lind Cash Collateral Order. Shall refer to that certain Cash Collateral Order entered by the Court on July 6, 2010 [Docket No. 218], pursuant to which authorization of use of funds for operations and adequate protection payments was authorized.

3.64. Jenny Lind Corner Lot. Shall refer to that certain unimproved tract of land consisting of five and one half (5½) acres on the corner of Jenny Lind Road and Cavanaugh Street, which is a parcel of the Jenny Lind Real Estate.

3.65. Jenny Lind Office Building. Shall refer to that certain two story office building consisting of approximately 16,530 square feet, located on the Jenny Lind Real Estate.

3.66. Jenny Lind Real Estate. Shall refer to a parcel of land at the corner of Jenny Lind Road and Cavanaugh Street in Fort Smith, Arkansas, including improvements

described as the Jenny Lind Corner Lot, the Jenny Lind Office Building, the Jenny Lind Truck Repair Facility, and the Jenny Lind Warehouse.

3.67. Jenny Lind Truck Repair Facility. Shall refer to that certain building on the Jenny Lind Real Estate, consisting of approximately 20,500 square feet and containing eight truck repair bays.

3.68. Jenny Lind Warehouses. Shall refer to two warehouses, each situated on the Jenny Lind Real Estate, one consisting of approximately 96,000 square feet and the other consisting of approximately 50,000 square feet.

3.69. Late-Filed Claim. Shall mean any Claim, other than an Administrative Claim, that has been filed after the Claims Bar Date, or over 180 days from the Petition Date for any Claim of a “governmental unit” as that term is defined in § 101(27) of the Bankruptcy Code. For Administrative Claims, other than those incurred pursuant to §§ 327 and 330 of the Bankruptcy Code, a Late-Filed Claim is any Claim that has not been filed by the date set for the same by the Court.

3.70. Lien. Shall mean a charge against or interest in property, including security interests and mortgages, to secure payment of a debt or performance of an obligation.

3.71. Litigation Claims. Shall mean the claims, rights, causes of action, defenses, counterclaims, suits, or proceedings, whether in law or in equity, whether known or unknown, that the Debtor may hold or assert against any non-Debtor, including without limitation, all claims, rights of action, suits, and proceedings under Chapter 5 and § 502(d) of the Bankruptcy Code.

3.72. MHC. Shall refer to MHC Financial Services, Inc., a Missouri corporation located at 1600 North Corrington Avenue, Kansas City, Missouri 64120.

3.73. Millcreek Real Estate. Shall refer to a parcel of unimproved land consisting of twelve and one-half (12½) acres, the legal description for which is attached hereto as Schedule 3.67.

3.74. Old Stock. Shall refer to equity interests, members' interest or stock issued by C. Bean prior to Petition date. The holders of Old Stock include Curt Bean (75%), Tim Bean (10%), and the Leroy Bean Living Trust (15%).

3.75. Petition Date. Shall mean March 17, 2010.

3.76. Plan. Shall mean this Plan of Reorganization, including all exhibits and schedules attached hereto and referenced herein, and any amendments, modifications, or supplements thereto.

3.77. Priority Claims. Shall mean any claim entitled to priority pursuant to § 507(a) of the Bankruptcy Code.

3.78. Priority Creditor. Shall mean the owner and holder of a Priority Claim.

3.79. Priority Employee Claims. Shall mean any Allowed Claim accorded priority under § 507(a)(3) or (4) of the Bankruptcy Code. These Claims are classed as Classes 1 and 2 respectively.

3.80. Priority Tax Claims. Shall mean any Allowed Claim entitled to priority under § 507(a)(8) of the Bankruptcy Code. These Claims are classed as Class 3.

3.81. Professional Persons. Shall mean all legal or accounting firms retained in this Case who have been or are to be compensated pursuant to §§ 327, 330, 503, or 1103 of the Bankruptcy Code.

3.82. Receivership Case. Shall refer to that action commenced in the United States District Court for the Western District of Arkansas, captioned *1st Source Bank, et al. v. C. Bean Transport, Inc.*, Case No. 10-CV-06006.

3.83. Recovery Claims. Shall mean all claims held or vested in C. Bean or its Creditors, which may be asserted against third parties, excluding only claims which have been resolved and released by settlement or litigation.

3.84. Rolling Stock Claims. Shall refer to the claims of lenders to C. Bean secured by certain tractors and trailers as collateral.

3.85. Rolling Stock Deficiency Claim. Shall mean the claim of a creditor holding a secured Rolling Stock Claim, after application of net proceeds of disposition of equipment securing its Claim, conducted in a commercially reasonable manner, which shall be a Class 14 Unsecured Claim.

3.86. Rolling Stock Lenders. Shall refer to the claims of FFCI, MHC, 1st Source, Southern Bancorp, and Chambers Bank.

3.87. Schedules. Shall mean the Schedules of assets and liabilities and Statements of Financial Affairs, filed in the Bankruptcy Court by Debtor as such Schedules may be amended or supplemented from time to time in accordance with Fed. R. Bankr. Proc. 1009 or the Bankruptcy Code.

3.88. Scheduled Claims. Shall mean a Claim which has been listed by C. Bean on its Schedules, as may be amended from time-to-time.

3.89. Secured Claim. Shall mean, pursuant to 11 U.S.C. § 506(b), a Claim against property of the Debtor's Estate for which the claimant holds a duly perfected mortgage, lien (statutory or otherwise), security interest or other encumbrance, as security

for the payment of such claim, to the extent that the value of the property securing the claim is equal to or exceeds such claim. That portion of such claim exceeding the value of the property securing the claim shall be an Unsecured Claim, as defined below.

3.90. Southern Bancorp. Shall refer to Southern Bancorp Bank, formerly Elkhorn Bank and Trust Company, located in Arkadelphia, Arkansas.

3.91. Tim Bean. Shall refer to Tim Bean, an individual who has served as the designated representative in this case and who owns 10% of the outstanding shares of C. Bean.

3.92. United States Trustee. Shall mean the Office of the United States Trustee, and its representatives.

3.93. Unsecured Claim. Shall mean all Claims against Debtor for which the claimant holds no valid lien, mortgage, security interest or other encumbrance on property of the bankruptcy estate as security for the payment thereof, and all claims against the Bankruptcy Estate for which the claimant holds a valid lien, mortgage, security interest or other encumbrance on the property of the bankruptcy estate as security for the repayment thereof to the extent that such claim exceeds the value of the property expressly including Rolling Stock Deficiency Claims.

ARTICLE IV. **ADMINISTRATIVE CLAIMS**

4.1. Allowed Administrative Claims and Allowed Unpaid Attorney Fees and Expenses. This Class includes (i) allowed Claims pursuant to 11 U.S.C. § 503(b) and § 507(a)(2); (ii) allowed Claims of professionals, including (a) allowed unpaid attorneys' fees and expenses of Debtor's counsel, Doerner, Saunders, Daniel & Anderson, L.L.P. and Smith, Cohen, & Horan, PLC, (b) allowed unpaid fees and expenses of other

professionals retained by Debtor, (c) any amount due to FFCI for cost collateral usage with three (3) payments of \$3,564 per month in August, September and October, 2010, which unpaid at date of Confirmation, (d) administrative claim of Curt Bean for repayment of the sum of \$22,479 which was advanced to C. Bean to fund workers' compensation for C. Bean, and (e) other claims which may be entitled to administrative expense priority. A Schedule of estimated professional fees through June 30, 2010, is included in the Disclosure Statement at page 16. All professional fees incurred prior to the Effective Date are subject to Court approval, pursuant to 11 U.S.C. § 330. In addition thereto, additional fees and expenses approved by the Court pursuant to applications of Professionals for interim or final compensation and reimbursement of expenses shall constitute Administrative Claims.

4.2. Treatment of Allowed Administrative Claims. The Allowed Administrative Claims, after approval of the Bankruptcy Court, will be paid by C. Bean in cash within sixty (60) days of the Effective Date or within sixty (60) days of the determination and allowance by the Bankruptcy Court, if determined after the Effective Date, or paid at a later date as may be agreed between Debtor and any Administrative Claimant. C. Bean's professionals agree that no payment shall be made for administrative claims hereunder, unless at such time C. Bean or the Creditors Trust shall have paid all obligations due hereunder to or for the benefit of holders of secured claims. In addition, all interim compensation and reimbursement previously allowed to holders of Allowed Administrative Claims, pursuant to Orders of the Bankruptcy Court, shall be subject to Court review in connection with final applications for compensation. Professional fees

incurred by approved Counsel for Creditors Trust or Committee post-confirmation or other professionals retained by Creditors Trust shall not require Court approval.

ARTICLE V.
CLASSIFICATION OF CLAIMS AND INTERESTS

This Article establishes Classes for all Claims against and of all Interests in Debtor. A Claim or Interest falls within a particular Class to the extent the Claim or Interest meets the description of the Class. Creditors or equity security holders may hold Claims or Interests which fall within one or more Classes to the extent that its Claims or Interest meet the description of the other Class or Classes.

5.1. Class 1 Claims: Allowed Wage Priority Claims. This Class includes priority claims of individuals or corporations, but only to the extent of \$10,950 for each claimant for (a) wages, salaries, or commissions, including vacation pay, severance, and sick leave pay earned by any individual, (b) sales commissions earned by an individual within one hundred eighty (180) days of C. Bean's Petition Date. The schedule of such Class 1 Claims is listed on Schedule 5.1 which lists by name each Creditor, and reflects the amount of his or her Claim. The schedule also shows any portion of an Allowed Claim, which exceeds \$10,950, which amount shall be either a Class 6 or Class 7 Claim, depending upon dollar amount or Creditor election.

5.2. Class 2: Allowed Contribution Priority Claims. This Class would include priority claims for contributions to an employee benefit plan arising from services rendered within 180 days before the Petition Date. The Allowed Claims are, pursuant to § 507(a)(5) of the Bankruptcy Code, to be paid subject to a priority cap, not to exceed \$10,950 multiplied by the number of employees participating in the Plan, less the amount

of Class 2 allowed claims. There are no known claims for this Class, as all such claims were paid Pre-Petition.

5.3. Class 3: Allowed Governmental Claims. This Class includes Allowed Priority Claims of governmental units.

5.4. Class 4: GECC Claim. This Claim is a Secured Claim asserted by GECC against C. Bean. The GECC Claim was secured by certain collateral of C. Bean, principally certain uncollected Pre-Petition Accounts Receivable generated from over-the-road trucking operations. The Claim has been paid in full.

5.5. Class 5: ADFA Claim. This Class consists of the Secured Claim of ADFA, encumbering the Jenny Lind Real Estate in the approximate principal amount of \$5,459,151, together with accruing interest, costs, and reasonable attorney's fees, to the extent of the value of the collateral.

5.6. Class 6: Bank Midwest Claim. This Claim in the unpaid amount of \$1,805,590.60 secured by a lien in the 271 Warehouse Facility and Rents.

5.7. Class 7: Diamond Bank Claim. Diamond Bank asserts a claim against C. Bean as guarantor of obligations of Curt Bean Lumber, Bean Lumber Company, and Bean Timber Resources, Inc., in the amount of \$1,158,355, and asserts that such claim is secured by a lien against certain real estate in Pike, Montgomery, and Logan Counties, Arkansas.

5.8. Class 8: FFCI Claim. FFCI's claim, in the principal amount of \$1,435,244 shall be reduced by credit against the principal amount by the following (a) amount of proceeds recovered from the liquidation of Rolling Stock subject to FFCI liens and security interests; (b) proceeds of over-the-road Pre-Petition receivables in the

amount of \$102,378.67 together with additional receipts from the same paid to FFCI; and (c) the amount of \$75,057 paid to FFCI in connection with collection of certain Pre-Petition accounts receivable for Jenny Lind Warehouse service receipts.

5.9. Class 9: Chambers Bank Claim: This Class consists of the Allowed Secured Claim of Chambers Bank to the extent of the value of Rolling Stock Collateral liquidated at commercially reasonable value, applied against the principal balance of its Claim. To the extent the Allowed Secured Claim exceeds the value of collateral, Chambers Bank will have a Rolling Stock Deficiency Claim.

5.10. Class 10: 1st Source Claim. This Class shall consist of the Allowed Secured Claim of 1st Source to the extent of the value of Rolling Stock Collateral liquidated at commercially reasonable value, applied against the principal balance of its Claim. To the extent the Allowed Secured Claim exceeds the value of collateral, 1st Source will have a Rolling Stock Deficiency Claim.

5.11. Class 11: Southern Bancorp Claim. This Class shall consist of the Allowed Secured Claim of Southern Bancorp to the extent of the value of Rolling Stock Collateral liquidated at commercially reasonable value, applied against the principal balance of its Claim. To the extent the Allowed Secured Claim exceeds the value of collateral, Southern Bancorp will have a Rolling Stock Deficiency Claim.

5.12. Class 12: MCH Claim. This Class shall consist of the Allowed Secured Claim of MHC to the extent of the value of Rolling Stock Collateral liquidated at commercially reasonable value, applied against the principal balance of its claim. To the extent the Allowed Secured Claim exceeds the value of the collateral, MHC will have a Rolling Stock Deficiency Claim.

5.13. Class 13: Small Creditors Class. This Class consists of holders of Unsecured Claims which amount does not exceed \$250, or those holders of Unsecured Claims in larger amounts who have elected to reduce their Claims to the amount of \$250 be treated as a Class 5 Creditor.

5.14. Class 14: Unsecured Claims. Class 6 Claims consist of all Unsecured Claims which exceed \$250 in amount. Holders of Unsecured Claims exceeding \$250 may elect to have their Claims reduced to \$250 and treated as Class 5 Claims, and upon such election, will forfeit any Claim in excess of \$250. This Class includes the Rolling Stock Deficiency Claims to the extent a holder thereof has an Allowed Unsecured Claim for deficiency on its Secured Claim after liquidation of its inventory in a commercially reasonable manner.

5.15. Class 15: Interests. This Class includes the stock interest in C. Bean, a privately held company, which shares existed on Petition Date. The members and their interest are as follows: Curtis Bean (75%), Tim Bean (10%), and Leroy Living Trust (15%).

5.16. Class 16: Subordinated Claim. This Class consists of the Unsecured Claims subordinated pursuant to 11 U.S.C. § 510.

ARTICLE VI.
CLAIMS AND INTERESTS IMPAIRED BY THIS PLAN

Classes 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.

ARTICLE VII.
TREATMENT OF CLAIMS AND INTERESTS

7.1. Class 1 Claims: Allowed Priority Wage Claims. Class 1 Allowed Priority Wage Claims will be paid within sixty (60) days of the Effective Date in the allowed

amount, up to \$10,950, or within sixty (60) days of a final order of allowance, whichever is later. The amount of any Claimants' Allowed Claim exceeding the cap of \$10,950 shall be an Allowed Class 7 Claim, unless the amount is less than \$250, in which case it will be an allowed Class 6 Claim. The Court will retain jurisdiction to resolve any issue related to priority or extent of priority of any Claimant.

7.2. Class 2: Allowed Priority Contribution Claims. Class 2 Allowed Priority Contribution Claims will be paid in the statutorily prescribed allowed priority amount. It is believed that no such Claims exist, but this Class is created in the event such claims are discovered. Such Claims shall be paid within sixty (60) days of the Effective Date, or within sixty (60) days of a final order of allowance, whichever is later. The Court will retain jurisdiction to resolve any issue related to priority or extent of priority of any Claimant. The estimated amount of allowed claims in this Class in the aggregate is \$0.

7.3. Class 3: Allowed Governmental Claims. Class 3 Allowed Governmental Claims will be paid in the full allowed amount within sixty (60) days of the Effective Date. If funds are not available on that date, payment shall be made as soon thereafter as funds are available, but if not so paid payments of Class 3 Claims shall begin on the 60th day following the Effective Date, to the holders of such claims on account of such claim, and paid in equal monthly installments in cash of a total value, as of the Effective Date, equal to the allowed amount of such claim and in amounts sufficient to pay the allowed amount in full within a period ending not later than five (5) years after the entry date of the order for relief herein. In no event shall Class 3 Creditors receive on account of their claim less than determined cash payments over a period ending not later than five (5) years after the entry date of the order for relief, or a total value as of the Effective Date.

The Effective Date for the purposes of payment of Allowed Governmental Claims shall be as defined in Paragraph 3.47 of the Plan, notwithstanding any other provision therein. In the event C. Bean or the Creditors Trust shall fail to comply with this provision, Class 3 Creditors may pursue any remedy under applicable law, in a court of competent jurisdiction.

7.4. Class 4: GECC. The Class 4 GECC Secured Claim is asserted in the amount of \$2,143,536.84. C. Bean has paid GECC in full to repay principal interests and reimburse for costs and attorneys' fees. GECC will retain all funds paid by C. Bean and any remaining right or claim to such funds is discharged and released pursuant to this Plan. Because the amount retained by GECC satisfies its claim, no payment is due to GECC. GECC's cash collateral liens will be discharged.

7.5. Class 5: ADFA: ADFA shall have an Allowed Secured Claim in the amount of \$5,459,151, together with accruing interest, costs, and reasonable attorney's fees to the extent of the value of the collateral. ADFA will retain all mortgages and liens in the Jenny Lind Real Estate as existed on the Petition Date and such mortgages and liens shall be entitled to the same priority as existed on that date. The Jenny Lind Real Estate will be transferred to the Creditors Trust, subject to the ADFA mortgages and liens. C. Bean, prior to confirmation, and the Creditors Trust, after confirmation, will attempt to sell the Jenny Lind Real Estate in parcels as listed herein or as reconfigured, as designated by C. Bean or the Creditors Trust, as approved by ADFA, to be offered and sold for sales prices approved by both ADFA and C. Bean or the Creditors Trust as appropriate. Upon a sale, the proceeds of sale for the Jenny Lind Real Estate or any parcel thereof shall be paid by the Creditors Trust to ADFA, net of traditional closing

costs, commissions, and transfer costs. ADFA shall apply such proceeds to the payment on the ADFA Claim. In the event the Jenny Lind Real Estate or any parcel thereof have not been sold within twelve (12) months after the Effective Date, the Creditors Trust shall, at the request of ADFA, and convey the Creditors Trust's interest in the unsold Jenny Lind Real Estate to ADFA, or its designee, provided that the Creditors Trust shall be allowed to have continued occupancy for up to sixty (60) days from the date of transfer. ADFA may proceed with disposition of such ADFA Parcels and, upon Closing, ADFA will credit the ADFA Claim for the sales price thereof, less traditional closing costs, commissions, and transfer costs in payment or partial payment of the ADFA Claim. In the event a balance remains on the ADFA Claim, then ADFA shall have an Unsecured Claim for such amount. In the event a surplus exists, such funds shall be paid to the Creditors Trust.

In the event a transfer of the Jenny Lind Real Estate to ADFA hereunder, the Creditors Trust will take such actions, including applications to this Court if appropriate, to remove clouds or impediments to title to the Jenny Lind Real Estate. In addition, this Plan provides that ADFA may name C. Bean and/or the Creditors Trust as defendants, if necessary, to clear any title issues.

Commencing on the Effective Date, and for a period of twelve (12) months, and so long as the Creditors Trust owns and possesses the Jenny Lind Real Estate, the Creditors Trust shall pay to ADFA monthly the amount of \$25,000. Thereafter, and for so long as the Creditors Trust shall retain ownership of the Jenny Lind Real Estate under this Plan, commencing on the thirteenth month after the Effective Date, the ADFA Claim shall be paid in forty-eight (48) monthly installments of principal and interest at seven

percent (7%) interest as set forth herein, with maturity at the end of such forty-eight (48) month period. Installment amounts shall be 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. Profits derived from operation of the Jenny Lind Warehouses will fund the payments required hereunder. The Creditors Trust shall establish and fund an ad valorem tax escrow account, depositing at least \$2,000 per month in such account commencing on November 2010, with the goal of funding such escrow fully as soon as practical.

The Creditors Trust shall comply with the provisions of the Plan and covenants and terms of the Real Estate Mortgages which encumber the Jenny Lind Real Estate. Without permission of ADFA, the Creditors Trust may not voluntarily encumber the Jenny Lind Real Estate. Upon a failure of the Creditors Trust to comply with a material financial term of the Plan or the Jenny Lind Real Estate mortgages, ADFA shall provide the Creditors Trust with written notice thereof, and the Creditors Trust shall have twenty (20) days to cure same, and with respect to failure to comply with a non-financial covenant and term, the Creditors Trust shall have forty-five (45) days to cure a non-financial default. If the Creditors Trust does not cure any such default subject to such notice within the prescribed periods, the Creditors Trust shall transfer and convey to ADFA, or its designee, the Jenny Lind Real Estate, or such parcels as it may then own. The Creditors Trust shall be entitled to a credit against the ADFA claim for the value of the Jenny Lind Real Estate.

The Creditors Trust shall maintain the Jenny Lind Real Estate, and in the event that an opportunity to sell the Jenny Lind Real Estate or a parcel thereof for an amount sufficient to discharge the ADFA Claim, or the balance thereof outstanding, plus a ten percent (10%) excess for the Creditors Trust, the Trustees shall work in good faith to consummate such sale. Notwithstanding these provisions, the Creditors Trust may transfer its entire interest in the Jenny Lind Real Estate to the ADFA for credit on the ADFA Claim for the Jenny Lind Real Estate conveyed, if at any time the Creditors Trust determines that maintaining the Jenny Lind Real Estate is of no economic benefit to beneficiaries of the Creditors Trust.

The Jenny Lind Real Estate is serviced by rail service, crossing the Millcreek Real Estate. C. Bean or the Creditors Trust will, as owner of the Millcreek Tract, prior to its transfer, grant to the Jenny Lind Real Estate a reciprocal easement to use such rail service across the Millcreek Tract and shall also grant the Millcreek Tract an easement across the Jenny Lind Tract, which reciprocal easement shall be in a form acceptable to ADFA, FFCCI, C. Bean, or the Creditors Trust. If no agreement can be reached, the Court will be requested to review and approve such reciprocal easement.

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 as existed on the Petition Date, which shall be entitled to the same priority as 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 obtain a real estate appraisal of the 271 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 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 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.

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

7.7. Class 7: Diamond Bank Claim. C. Bean disputes this Claim, asserting that C. Bean did not receive consideration for what was essentially a borrowing of C. Bean Lumber Company, Bean Timber Resources, Inc., and Bean Lumber Company. C. Bean asserts that the execution and delivery of the note and pledge of collateral in connection therewith was at the origination without adequate consideration, and is avoidable. Diamond Bank disputes this contention and asserts that C. Bean is a maker of the note which received adequate consideration, and is jointly liable for the balance due thereunder, and that the collateral pledged by C. Bean constitutes a valid lien and mortgage against the property. This matter will be litigated in the bankruptcy court by adversary proceeding, which C. Bean will commence within forty-five (45) days of Confirmation Date. Pending determination of this dispute, all liens and encumbrances asserted by Diamond Bank will remain unaffected by Confirmation of this Plan. If C. Bean does not commence such adversary proceeding within the forty-five (45) days of Confirmation Date or if it is determined that the Diamond Bank claim is an allowed claim against C. Bean and its lien against collateral is valid, C. Bean or the Creditors Trust as the case may be will convey to Diamond Bank the collateral which is subject to Diamond Bank's pre-petition lien, and the balance of the Diamond Bank lien will be allowed as a Class 14 Allowed Unsecured Claim, reduced by the amount received by Diamond Bank from liquidation of collateral.

7.8. Class 8: FFCI Claim. FFCI will retain its mortgages and liens in the Millcreek Real Estate and in the Bank Midwest Real Estate and will not, pursuant to this

Plan, be deprived of any rights or remedies under applicable law, arising thereunder, except as expressly provided in this Plan. FFCI shall also retain its administrative claim of \$10,662 or portion thereof for use of cash collateral if not paid at time of confirmation and its lien in pre-petition accounts receivable arising from trucking operations. Its adequate protection lien in the amount of \$111,908 shall terminate, but FFCI shall receive, as adequate protection of its interests, from C. Bean, the sum of twelve thousand dollars (\$12,000) payable monthly commencing on the Effective Date, but which shall be accelerated to payment of the remaining balance if the Millcreek Tract is sold, as to any monthly payments not made at such time. The FFCI Claim shall be reduced for credit of proceeds received from prior collateral liquidations and such additional amounts as have been paid through the Effective Date. FFCI's Claim shall also be reduced by the amount of net proceeds from the disposition of Rolling Stock. C. Bean reserves the right to assert that it is entitled to the value of Rolling Stock which would have resulted from a commercially reasonable sale. The Millcreek Tract will be conveyed to the Creditors Trust subject to the FFCI and 1st Source liens. C. Bean will provide, in connection with the Millcreek Tract, an easement in recordable form providing a right of ingress and egress across the existing Jenny Lind Real Estate, in the form mutually acceptable to FFCI and C. Bean. In addition, at the option of FFCI, C. Bean will convey to FFCI, free of lien claims and encumbrances the Millcreek Real Property for credit bid value of \$500,000 pursuant to sale in accordance with 11 U.S.C. § 363. Should FFCI decline the transfer and sale of the Millcreek Tract pursuant to § 363, the Millcreek Tract will be thereafter sold by the Creditors Trust, and net proceeds after deducting the traditional closing costs, commission, and transfer fees will be paid to FFCI to the extent of sale

proceeds necessary to pay the FFCI Allowed Claim. The excess Millcreek sale proceeds, if any, will be paid to 1st Source. To the extent FFCI holds an unsatisfied claim after all payments hereunder, FFCI will be entitled to a Class 14 unsecured claim in the amount allowed as a Rolling Stock Deficiency Claim. With respect to the sale of the Millcreek Tract, the Creditors Trust will proceed with sale or disposition upon the schedule and utilizing professionals and procedures recommended by FFCI. The Creditors Trust shall provide at least twenty (20) days notice to FFCI of a proposed sale and terms thereof in advance of sale of the 271 Warehouse Facility in which it asserts an interest.

7.9. Class 9: Chambers Bank Claim. Will be entitled to retain for application first to Principal, then to interest and costs its proceeds net of direct liquidation cost the proceeds generated from the disposition of the Rolling Stock in which Chambers Bank held a lien and security interest. To the extent that the disposition proceeds are insufficient to pay the Claim in its entirety, Chambers Bank shall be entitled to an unsecured claim in the amount allowed. In the allowance process, C. Bean will review the claim to assure the disposition was conducted in a commercially reasonable manner, and will object to any unsecured claim to the extent such commercially reasonable methods have not been followed.

7.10. Class 10: 1st Source Claim. Will be entitled to retain for application first to Principal, then to interest and costs its proceeds net of direct liquidation cost the proceeds generated from the disposition of the Rolling Stock in which 1st Source held a lien and security interest. To the extent that the disposition proceeds are insufficient to pay the claim in its entirety, 1st Source shall be entitled to an unsecured claim in the amount allowed. In the allowance process, C. Bean will review the claim to assure the

disposition was conducted in a commercially reasonable manner, and will object to any unsecured claim to the extent such commercially reasonable methods have not been followed.

7.11. Class 11: Southern Bancorp. Will be entitled to retain for application first to Principal, then to interest and costs its proceeds net of direct liquidation cost the proceeds generated from the disposition of the Rolling Stock in which Southern Bancorp held a lien and security interest. To the extent that the disposition proceeds are insufficient to pay the claim in its entirety, Southern Bancorp shall be entitled to an unsecured claim in the amount allowed. In the allowance process, C. Bean will review the claim to assure the disposition was conducted in a commercially reasonable manner, and will object to any unsecured claim to the extent such commercially reasonable methods have not been followed.

7.12. Class 12: MHC Claim. Will be entitled to retain for application first to Principal, then to interest and costs its proceeds net of direct liquidation cost the proceeds generated from the disposition of the Rolling Stock in which MHC held a lien and security interest. To the extent that the disposition proceeds are insufficient to pay the claim in its entirety, MHC shall be entitled to an unsecured claim in the amount allowed. In the allowance process, C. Bean will review the claim to assure the disposition was conducted in a commercially reasonable manner, and will object to any unsecured claim to the extent such commercially reasonable methods have not been followed.

7.13. Class 13: Small Creditors Class. Within sixty (60) days of the Effective Date, or within sixty (60) days of a final order determining an allowed claim, all Class 5 Creditors shall be paid in full in an amount equal to their respective Allowed Claim, up to

the capped sum of \$250. Such payment shall be in full satisfaction of the Claim of each Class 5 Creditor, regardless of amount paid.

7.14. Class 14: Unsecured Claims. C. Bean will transfer to the Creditors Trust, pursuant to the Plan, the Jenny Lind Warehouse, the Millcreek Real Estate, and the 271 Warehouse, subject to existing liens herein for operation by the Creditors Trust.

In addition, Class 14 Creditors shall be granted, pursuant to this Plan, a Beneficial Interest in Creditors Trust.

7.15. Class 15: Interests. All Old Stock Interests of C. Bean existing on the Petition Date shall remain outstanding. Old Stock Interests shall not be paid any distribution under the Plan unless the Creditors Trust shall have excess funds remaining after payment of all Allowed Claims. Holders of Old Stock shall recover a distribution on account of their Old Stock *pro rata* to their ownership. A distribution is unlikely.

7.16. Class 16: Subordinated Claims. Class 15 will receive no distribution until all other classes have been paid in full pursuant to this Plan prior to Full Consummation.

7.17. Guaranties. This Plan does not extinguish any guaranties of debts of C. Bean issued and enforceable against third parties. To the extent that any Creditor of C. Bean has an additional claim against a third party obligor by virtue of co-obligation or guaranty of such third party with respect to such Claim, and recovers from such third party any amounts, C. Bean and the Creditors Trust shall be entitled to a reduction of such Claim, on a dollar-for-dollar basis, reducing the claim of such party to the extent of funds received. The Creditors Trust shall be entitled to enforce such rights on behalf of all Creditors.

ARTICLE VIII.
MEANS OF EXECUTION OF THIS PLAN

8.1. Vesting of Debtor's Property, Effectuation of Plan. All assets of C. Bean, including all property, tangible or intangible, all books and records, funds, privileges, claims, and litigation claims, together with all defenses, rights of setoff and recoupment, and all rights, privileges, and claims, of whatever nature, except only for such assets as have been expressly abandoned, released, or rejected by the Debtor or specifically distributed in this Plan prior to or on the Effective Date, or as otherwise provided in this Plan, or by Court Order, shall be transferred to and shall vest in the Creditors Trust, subject to all security interests and other liens.

8.2. Transfer of Third Party Claims to the Creditors Trust. Pursuant to § 1123(b)(3)(B) of the Bankruptcy Code, the Creditors Trust shall be appointed as C. Bean's representative for purposes of retaining, enforcing, settling, comprising, releasing, or collecting any of C. Bean's claims, causes of action, or interests, including but not limited to any pending adversary proceedings to which C. Bean is a party and potential causes of action against third parties, including, without limitation, the following causes of action:

- (i) The Bean Lumber Company Receivable;
- (ii) The Curt Bean Lumber Receivable;
- (iii) Any improper payments, disbursements, equity draws to Insiders of C. Bean, including the Bean Family;
- (iv) Outstanding receivables due from Officers and Directors of C. Bean; and
- (v) Avoidance actions under Chapter 5, including §§ 544, 546, 547, 548, 549, and 550 of the Bankruptcy Code, including avoidance actions against Chambers Bank, Diamond Bank, and the Bean Family.

8.3. Transfer of Records, Tangible Property to the Creditors Trust. Upon confirmation of this Plan, all books, records, and accounts of C. Bean, in whatever form, whether electronic or paper, and whether presently in the hands of C. Bean or any professional previously or currently retained by C. Bean, shall be transferred and delivered to the Creditors Trust within thirty (30) days, and shall be subject to the control and management of the Trustees which may establish procedures for retention or disposal of records, in accordance with needs of C. Bean, and its administration, without necessity of any order of this Court.

8.4. Trustees. The Creditors Trust shall be administered by three Trustees, each designated a Trustee of the Creditors Trust, who shall, from their number select a chair. The proposed Trustees will be designated at or before the Balloting, and shall be appointed Trustees of the Creditors Trust pursuant to the terms of the Creditors Trust. The Trustees acting pursuant to the Creditors Trust shall implement this Plan. In the event a successor Trustee of the Creditors Trust shall be required, because of a vacancy, such successor shall be appointed pursuant to the provisions of the Creditors Trust. Trustees of the Creditors Trust shall be entitled and authorized to pursue any objection to a Claim and to file any report or pleading the Court in discharge of Debtor's duties hereunder, for the benefit of the Creditors. The Creditors Trust or its Trustees appointed to oversee and manage the Creditors Trust shall not be liable to the Debtor, any Creditor or interest holder, or any entity for any action taken or omitted to be taken in connection with actions or duties undertaken in this Case or under this Plan, if undertaken in good faith or in connection with the administration of the Plan except that such liability may only be imposed as a result of gross and wanton misconduct. Trustees appointed to the

Creditors Trust shall be entitled to be indemnified from the assets for the Creditors Trust, including expenses for professional fees incurred in defending a claim asserted against him or her as Trustee, if approved by the Court, provided, however, that such indemnification shall be junior to any encumbrance on assets of the Creditors Trust. The Bankruptcy Court shall have and retain exclusive jurisdiction to resolve any questions concerning any such claims. The Trustees of the Creditors Trust established by the Plan will be Gary M. McDonald, counsel for the Debtors; Tom Robertson, and a representative designated by secured creditor, ADFA.

8.5. Transfer of Privileges. Upon confirmation of this Plan, and in order to fully implement the same, to the maximum extent permitted by law, the Trustees shall be the successor to C. Bean and of all subsidiaries of C. Bean, of all privileges of confidentiality or work product of C. Bean.

ARTICLE IX. **CREATION OF THE CREDITORS TRUST**

9.1. Designation of the Trustees of the Creditors Trust. Pursuant to this Plan, on the Confirmation Date, the Trustees of the Creditors Trust shall be designated. The Trustees of the Creditors Trust, as Trustees and as fiduciaries for holders of Allowed Claims in Class 14, will administer the assets of the Creditors Trust. The Trustees shall have the powers and responsibilities designated in the Plan, Confirmation Order, Creditors Trust, any order issued by the Bankruptcy Court, and applicable bankruptcy and non-bankruptcy law. As compensation for performing the duties of the Chair of the Creditors Trust, *the Clinic* shall receive compensation of one percent (1%), and the other two Trustees shall each receive compensation of one-half percent (½%) cash on all cash distributed to parties holding Beneficial interests. The Trustees shall have the discretion

to employ one or more attorneys or other professional to assist in administering the Creditors Trust, prosecuting C. Bean's causes of action against third parties and objection to Claims for the benefit of parties holding Beneficial Interests, provided that no fees of professionals shall be paid unless the Creditors Trust is current on its obligations under the Plan to the holders of secured claims. The Trustees of the Creditors Trust established by the Plan will be Gary M. McDonald, counsel for the Debtors; Tom Robertson, and a representative designated by secured creditor, ADFA.

9.2. The Creditors Trust Agreement. The Creditors Trust Agreement is attached hereto as Exhibit "A" and is incorporated herein as if it were typed verbatim, and is a part and parcel of this Plan. The Plan Proponents reserve the right to modify or amend the Creditors Trust Agreement as necessary to give full effect to this Plan, up to the date and time of the Confirmation Hearing, and after Confirmation as authorized by law.

9.3. Creation of the Creditors Trust. On the Effective Date of the Plan, the Creditors Trust shall be created pursuant to the Creditors Trust Agreement.

9.4. Res of the Creditors Trust. The res of the Creditors Trust shall include the C. Bean assets as set forth in 8.1 through 8.3, and 8.5 of this Plan, including without limitation (a) cash, (b) all Recovery Actions, Preference Actions, Pre-Petition Receivables, Insider Receivables, and any other causes of action against this parties (including causes of action under Chapter 5 of the Bankruptcy Code and under State Law), (c) the balance, if any, from the Workers Compensation Escrow Fund, after claims payment by the Workers Compensation Court, (d) all other property, right, claim, or interest, whether arising pursuant to the Bankruptcy Code, any contract, this Plan, the

Confirmation Order, or otherwise, (e) the Jenny Lind Warehouse, (f) the 271 Warehouse Properties, (g) the Jenny Lind Corner Lot, (h), the Jenny Lind Office Building, (i) the Jenny Lind Truck Repair Facility, (j) the Millcreek Real Estate, (k) the 271 Undeveloped Property, and (l) any tax refunds from any taxing authority otherwise due to C. Bean. It is the intention of this Plan to vest in the Creditors Trust, as fully as permitted by applicable law, all rights and assets of C. Bean, for the administration by the Creditors Trust for the benefit of C. Bean Creditors, excluding only therefrom any assets which the Trustees determine is burdensome or of no value, which may be disclaimed and abandoned.

9.5. Beneficiaries of the Creditors Trust. The Beneficiaries of the Creditors Trust shall be the holders of Allowed Claims in Class 14. Said Beneficiaries shall be entitled to distributions as set forth herein and in the Creditors Trust Agreement, and consistent with the provisions of this Plan. To the extent that the holder of allowed claims which are Allowed Administrative or Allowed Priority are outstanding, they shall be paid by the Creditors Trust as soon as practical, in accordance with the priority or security recognized and created or affirmed in this Plan, ahead of any Allowed Unsecured Claims.

9.6. Trustees' Duties and Powers. On the Effective Date, the Trustees, for the benefit of Beneficiaries, and as contemplated by § 1129(a)(5) of the Bankruptcy Code, shall exercise all rights, powers, and authority of C. Bean, as successor-in-interest to and assignee of C. Bean, to the fullest extent necessary to act on behalf of C. Bean to collect and distribute the assets of the Creditors Trust to the Beneficiaries in accordance with the terms set forth herein and the Creditors Trust Agreement. The Trustees of the Creditors

Trust shall be empowered to: (i) take all steps and execute all instruments necessary to effectuate the Plan; (ii) make distributions as contemplated herein, (iii) employ, retain, or replace attorneys, accountants, or other professional to assist in administering the Creditors Trust or to litigate causes of actions against third parties, (iv) exercise any other power required to carry out the provisions of the Plan and the Creditors Trust Agreement, and (v) settle and compromise any litigation, claim, or cause of action, including objections to Claims. Notwithstanding the foregoing, nothing contained herein or in the Creditors Trust Agreement shall be construed as designating the Trustees of the Creditors Trust as a successor to C. Bean for any purpose.

Any decision by the Trustees of the Creditors Trust to compromise or settle a Claim or cause of action brought by or against C. Bean or the Creditors Trust shall be subject to the majority vote of the trustees of the Creditors Trust. In addition, the Trustees shall be substituted for C. Bean in any adversary proceedings or other cases that are pending on the Effective Date and prosecute or defend the same.

ARTICLE X.
PROVISIONS GOVERNING DISTRIBUTIONS

10.1. Distributions to Holders of Allowed Claims. On the Distribution Dates provided herein, the Creditors shall make distributions to holders of Allowed Claims pursuant to the provisions of the Plan. For purposes of calculating distributions, all contested claims (“Disputed Claims”) will be treated as though they are allowed in the amounts asserted or as estimated by the Bankruptcy Court pursuant to § 502(c) of the Bankruptcy Code.

10.2. Cash Payment. All distributions shall be made in the form of cash payments (“Cash Payments”) in United States Dollars and be drawn on a domestic bank, or by wire transfer from a domestic bank.

10.3. Delivery of Distributions; Undeliverable Distributions. Pursuant to Bankruptcy Rule 9010, distributions to holders of Allowed Claims shall be made at the address of each such holder as set forth on their proof of claim or the last known address of such holder if no proof of claim was filed. If any holder’s distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until Creditors Trust is notified of such holder’s current address, at which time all missed distributions shall be made to such holder without interest. Undeliverable distributions shall be returned to the Creditors Trust until such distributions are claimed. All requests for undeliverable distributions shall be made on or before the later of (i) the six (6) month anniversary of the Effective Date or (ii) within sixty (60) days after the distribution was attempted by the Creditors Trust. After such date, all unclaimed distributions shall revert to the Creditors Trust or any successors or assigns thereto, and the Allowed Claim of any holder with respect to such distributions shall be treated as forever barred and discharged.

10.4. Time Bar to Cash Payments. Cash Payments drawn on a checking account of a domestic bank shall be null and void if not negotiated within sixty (60) days after the date of the issuance thereof. Requests for re-issuance of any check shall be made to the Creditors Trust by the holder of the Allowed Claim with respect to which such check was originally issued. A request for the re-issuance of a null and void check shall be made on or before the later of (i) the first anniversary of the Effective Date or (ii) within sixty (60) days after the date of issuance of such check. After such date, the

Allowed Claim of any holder with respect to such null and void checks shall be treated as forever barred and discharged.

10.5. No Distributions Pending Allowance. The Creditors Trust shall not make any distribution to the holder of a Disputed Claim unless and until it is determined to be allowed by order of the Bankruptcy Court.

10.6. De Minimis Distributions. The Creditors Trust shall not be required to make any distributions of less than \$25 to any holder of an Allowed Claim unless such distribution is the final distribution for such Claim.

10.7. Setoff. In the event that C. Bean has a claim against the holder of an Allowed Claim, the Creditors Trust may setoff against the Allowed Claim, subject to § 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of a claim under the Plan shall constitute a waiver or release by C. Bean or the Creditors Trust of any claim that C. Bean or the Creditors Trust has against the holder of an Allowed Claim. No holder of an Allowed Claim, however, shall be able to setoff, suspend, freeze, or recoup any amount from funds and other payments that such holder may owe to C. Bean of the Creditors Trust. **THE CONFIRMATION ORDER SHALL CONSTITUTE AN INJUNCTION PREVENTING SUCH SETOFF, SUSPENSION, FREEZE, OR RECOUPMENT.**

ARTICLE XI.
RESOLVING CONTESTED CLAIMS UNDER THE PLAN

11.1. Objection Deadline. Except as provided in 11.2, the Creditors Trust shall file with the Bankruptcy Court all objections to Claims within 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 Creditors Trust from seeking reconsideration of a Creditor Claim pursuant to Bankruptcy Rule 3008.

11.2. Prosecution of Objections to Claims. Except as otherwise ordered by the Bankruptcy Court, the filing, litigation, settlement, or withdrawal of all objections to Contested Claims after the Effective Date of the Plan will be performed by the Creditors Trust. The compromise or settlement of any objections to Contested Claims after the Effective Date of the Plan shall be subject to the approval of the majority of the trustees of the Creditors Trust.

11.3. Voting Rights of Holders of Disputed Claims. Pursuant to Bankruptcy Rule 3018(a), the holder of a Disputed Claim to which an objection has been filed will not be counted for the purpose of voting on the Plan to the extent it is disputed, unless after notice and hearing, the Bankruptcy Court enters an order temporarily allowing the Disputed Claim for voting purposes. The denial of voting rights herein shall not prejudice the holders of Disputed Claims seeking to have their Disputed Claims allowed for purposes of distribution under the Plan.

ARTICLE XII.
PROVISIONS OF GOVERNING EXECUTORY CONTRACTS

12.1. Rejected if not Assumed. The Plan and conditions herein shall constitute a motion by C. Bean to reject all executory contracts (“Executory Contracts”), including, but not limited to, unexpired leases, to which C. Bean is a party and which have not on or before the Confirmation Date been (i) previously reject or assumed by order of the Bankruptcy Court or (ii) included in a pending motion to assume or reject made by C. Bean. No Executory Contracts are being assumed under the Plan and, as such, there are no such assumption obligations, except as shown in the Disclosure Statement on page 22.

The Confirmation Order shall be deemed to be an order authorizing the rejection of all Executory Contracts. Nothing herein, however, shall be deemed to extend any deadline previously set by the Bankruptcy Court for filing a Claim against C. Bean and any Claim for rejection damages must be filed no later than 30 days after entry of the Confirmation Order. Failure to file such a Claim shall result in the denial of a holder's Claim for rejection damages, which shall be treated as forever barred and discharged.

12.2. Objection to Rejection. Any party to an Executory Contract that is being rejected herein shall file with the Bankruptcy Court and serve on C. Bean and its counsel any objection to such rejection within 10 days prior to the confirmation hearing ("Confirmation Hearing"). Failure to timely file such an objection shall be deemed consent to rejection of the Executory Contract.

ARTICLE XIII.
CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN

13.1. Conditions Precedent to Effective Date of the Plan. The Plan shall not become effective unless and until the Effective Date of the Plan occurs. The Effective Date of the Plan is subject to the following conditions precedent: (i) the Confirmation Order shall become a Final Order; (ii) all documents useful and necessary to effectuating the Plan are executed and delivered to the parties hereto and all conditions to the effectiveness of such documents have been met; (iii) the Creditors Trust and its counsel have received all authorizations, consents, approvals, rulings, opinions, and documents that are necessary to implement the Plan.

13.2. Waiver of Conditions. The conditions precedent to the Effective Date of the Plan may be waived, in whole or in part, by the Creditors Trust, at any time, without notice, and without an order from the Bankruptcy Court or any other affirmative action

other than proceeding to consummate the Plan. The failure of the Debtor to exercise any of foregoing rights shall not be deemed a waiver of any other rights and each right shall be deemed an ongoing right that may be asserted at anytime.

ARTICLE XIV.
EFFECT OF CONFIRMATION ON THE PLAN

14.1. Discharge. Since this is a liquidating plan, C. Bean is not entitled to discharge as provided by § 1141(d)(1)(A) of the Bankruptcy Code.

14.2. **INJUNCTIONS.** EXCEPT AS PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, 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 FEE CLAIM OR A CLAIM FOR ADMINISTRATIVE EXPENSES, WHICH AROSE BEFORE THE EFFECTIVE DATE OF THE PLAN, 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 CREDITORS TRUST OR ITS ASSETS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE CREDITORS TRUST OR AGAINST ITS ASSETS; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST CREDITORS TRUST OR AGAINST ITS ASSETS; (IV) EXCEPT AS TO THE ARKANSAS DEPARTMENT OF FINANCE & ADMINISTRATION ONLY, ASSERTING ANY SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO

CREDITORS TRUST OR ITS 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 THE PLAN OR THE CONFIRMATION ORDER. ANY OF THE ABOVE-DESCRIBED ACTIONS BROUGHT PURSUANT TO THE PLAN OR CONFIRMATION ORDER SHALL BE COMMENCED IN THE BANKRUPTCY COURT. 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.

ARTICLE XV.
RETENTION OF JURISDICTION

15.1. Retention of Jurisdiction. To the fullest extent permitted by law, the Bankruptcy Court shall retain and have jurisdiction over all matters arising in, arising under, and related to the Case and the Plan pursuant to and for the purposes of §§ 105(a) and 1142 of the Bankruptcy Code for the following:

(A) To hear and determine any and all adversary proceedings, applications, and contested matters, including any remands from appeals;

(B) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(C) To hear and determine any timely objections to or applications concerning Claims or the allowance, classification, priority, estimation, or payment of any Claim or Equity Interest;

(D) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(E) To enter and implement such orders as may be necessary or appropriate to execute, interpret, implement, consummate, or enforce the Plan and the transactions contemplated thereunder;

(F) To consider any modification to the Plan pursuant to § 1127 of the Bankruptcy Code, to cure a defect or omission or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(G) To hear and determine all Professional Fee Claims for periods prior to Confirmation;

(H) To hear and determine disputes arising in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan;

(I) To enter and implement orders or take such other actions as may be necessary or appropriate to restrain interference by any party with the consummation or implementation of the Plan, including, without limitation, to issue, administer, and enforce injunctions provided for in the Plan and Confirmation Order;

(J) To enter such orders, including injunctions, as are necessary to enforce the Plan;

(K) To enter such orders and conduct such proceedings as may be necessary or requested with respect to the dissolution and winding up of the affairs of C. Bean;

(L) To recover all assets of C. Bean and property of the estate, wherever located;

(M) To hear and determine litigation designed to marshal the assets of C. Bean and property of the estate for the benefit of Creditors;

(N) To hear and determine matters concerning state, local, and federal taxes in accordance with §§ 346, 505, and 1146 of the Bankruptcy Code;

(O) To correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan,;

(P) To hear and determine any other matter not inconsistent with the Bankruptcy Code that may arise in connection with or related to the Plan; and

(Q) To enter a Final Decree closing the Case.

15.2. Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Case, it shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by other courts with respect to such matters.

ARTICLE XVI.
MODIFICATION OF PLAN

Modification of the Plan may be proposed in writing by the Plan Proponent at any time prior to the Confirmation Date of the Plan, provided that the Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code and that the Plan Proponent and its counsel have complied with § 1125 of the Bankruptcy Code. The Plan may be modified at any time after the Confirmation Date and before substantial consummation by the Plan Proponent and its counsel, provided that: (i) the Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code; (ii) the Bankruptcy Court, after notice and hearing, confirms the Plan as modified under § 1129 of the Bankruptcy Code; and (iii) the circumstances warrant such modification. A holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes his or her previous acceptance or rejection.

ARTICLE XVII.
MISCELLANEOUS PROVISIONS

17.1. Construction and Interpretation. The Plan is a complete, whole, and integrated statement of the binding agreement between C. Bean and its creditors and the Committee, equity holders, and parties-in-interest upon the matters contained herein. The capitalized terms used herein shall have their respective meanings as set forth in Article III. Terms not defined shall have their meanings given to them by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), unless the context requires otherwise. In the event that terms are not defined in the foregoing authorities, the terms shall be given their ordinary dictionary meaning consistent with modern usage. The use of the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection, or clause contained herein. Words denoting the singular in number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The headings and table of contents contained herein are for convenience only and shall not limit or otherwise modify the Plan.

17.2. Plan Documents. All exhibits and schedules hereto, whether they are submitted herewith or subsequently filed with the Bankruptcy Court, are incorporated into the Plan by this reference as though there were typed verbatim herein.

17.3. Payment or Performance Dates. If the date for any payment or other performance due under this Plan shall fall on a Saturday, Sunday, or any other day which is not a business day, then the due date shall be extended to the next business day.

17.4. Captions. Captions used in this Plan are for convenience and shall not affect the construction of this Plan.

17.5. Payment of United States Trustee Fee Payment. The Creditors Trust shall be responsible for the timely payment of disbursement fees incurred by the Debtor-in-Possession, while the case remains open, pursuant to 28 U.S.C. § 1930(a)(6).

17.6. Insurance and Annuities. Confirmation of the Plan shall have no effect on insurance policies and annuities of C. Bean in which C. Bean is or was an insured party. The Creditors Trust, as C. Bean's assignee, shall become the insured party owner or beneficiary under such policies, unless such policy is otherwise assigned. THE CONFIRMATION ORDER SHALL CONSTITUTE AN INJUNCTION PREVENTING AN INSURANCE COMPANY FROM DENYING, ALTERING, OR DELAYING COVERAGE ON ANY BASIS REGARDING OR RELATED TO THE CHAPTER 11 CASE, THE PLAN, OR ANY PROVISIONS CONTAINED THEREIN. Pursuant to this Plan, C. Bean has assigned all its right, title, and interest in any of the insurance policies to the Creditors Trust.

17.7. Binding Effect of Plan. The Plan shall be binding upon and inure to the benefit of C. Bean, and the holders of Claims, and their respective successors and assigns, and the Creditors Trust; provided, however, and that if the Plan is not confirmed, the Plan shall be deemed null and void and nothing contained herein shall be deemed to: (i) constitute a waiver or release of any Claims by C. Bean or any other person; (ii) prejudice in any manner the rights of C. Bean or any other party-in-interest; or (iii) constitute an admission by C. Bean or any other party-in-interest.

17.8. Governing Law. Unless a rule of law or procedure is supplied by federal law, including, but not limited to, the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of Arkansas shall govern the construction and implementation of the

Plan and any agreements, documents, and instruments executed in connection with the Plan or the Chapter 11 Case.

17.9. Severability. In the event that a provision herein is found unenforceable by the Bankruptcy Court, the Debtor-in-Possession or the Creditors Trust and its counsel may seek to modify the Plan to remedy the problem or conflict. Such a determination of unenforceability shall not limit or effect the enforceability of any other provisions contained herein or require the re-solicitation of any acceptance or rejection of the Plan.

17.10. Closing the Case. Upon closing of all transactions anticipated on the Effective Date of the Plan, the Plan shall be deemed substantially consummated. Upon motion made, a Final Decree shall be entered by the Bankruptcy Court. The Court may close the Case, but retain jurisdiction to decide; (i) any pending adversary proceedings; (ii) applications and contested matters, including remands from appeals; (iii) any pending objections to Contested Claims or the allowance thereof, including disputes with respect to the classification, priority, estimation, or payment of such Claim; and (iv) any and all pending applications required for Fee Claims.

Dated this 17th day of August, 2010.

DOERNER, SAUNDERS, DANIEL
& ANDERSON, L.L.P.

By: /s/ Chad J. Kutmas

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