

**EXHIBIT “A”**

**PLAN**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:

RB PROCESSING, L.L.C.,  
  
DEBTOR.

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§

CASE NO. 13-32997-H4-11

FIRST AMENDED  
PLAN OF REORGANIZATION FILED BY DEBTOR  
RB PROCESSING, L.L.C.

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**FIRST AMENDED CHAPTER 11 PLAN OF DEBTOR  
RB PROCESSING, LLC.**

In accordance with 11 U.S.C. §1121 and §1106, Debtor **RB Processing, LLC**. (hereinafter "RB Processing" or Debtor") files this Debtor's First Amended Plan of Reorganization ("Plan") as follows:

**ARTICLE I.**

**GENERAL PURPOSES OF THE PLAN**

RB Processing is a limited liability company formed in 2008 for the purpose of developing modular, skid-mounted processing plants to process chemicals in order to create higher value products. RB Processing is part of the RB Group which is owned and managed by Raymond Rice.

This bankruptcy case was filed as a result a default in Debtor's obligations to its senior secured lender stemming from developmental delay in the RB Hydro Unit 1, which is the Debtor's most significant asset. The RB Hydro Unit 1 did not become fully operational until May 2013, which was approximately 18 months longer than projected. In the short time since the bankruptcy filing, the Debtor has achieved sales and positive flow. The Debtor believes that its business is postured to attain significant sales increases in the near term as the RB Hydro Unit 1 continues to consistently produce product. The following Plan provides for payment in full of all allowed claims.

The Debtor has a strong core business and intends to reorganize around that business which is expected to be the basis for a viable reorganization plan. Consequently, the Plan provides for payment to Creditors as follows: (1) Allowed Administrative Claims and Non-Tax Priority Claims will be paid in cash in full within 30 days of the Effective Date; (2) Allowed Priority Tax Claims, if any, will be paid in cash when due; (3) Allowed Class 1 Ad Valorem Claims of Taxing Authorities will be paid when due; (4) Allowed Class 2 Secured Claims of Compass Bank will be paid in regular monthly payments with respect to Notes #2 and #3 and quarterly payments of excess Net Operating Income, until paid in full; (5) Allowed Class 3 Secured Claim of United States Small Business Administration shall be in accordance with its pre-filing Loan Documents except that accrued payments shall be added to the end of the note and term extend accordingly; (6) Holders of Allowed Class 4 General Unsecured Claims of \$1,000 or Less shall be paid in full, without interest, on the later of 30 days of the Effective Date or the allowance of the Class 3 Claim; (7) Holders of Allowed Class 5 General Unsecured Claims Greater than \$1,000 shall paid in full with simple interest accruing from the Petition Date at the rate of 5% per annum. Within 30 days of the Effective, Class 5 creditors shall receive a Pro Rata share of \$25,000. Further, beginning April 15, 2014, Allowed Class 5 claimants shall receive a Pro Rata share of \$5,000 per month for a period of twenty-seven (27) consecutive months, with the remaining outstanding unpaid balance owed on such Allowed Claims to be paid in full in month twenty-eight (28); (8) Allowed Class 6 Claims of Insiders and Affiliates Allowed Claims of Insiders and Affiliates shall be permitted to offset any amount due the Debtor. Otherwise, the remaining balance, if any, shall be subordinated to the payment of Class 1, 2, 3, 4 and 5 as provided in the Plan; (9) Holders of Class 7 Equity Interest shall retain their Interests held on the date of the filing of the bankruptcy case with the prohibition of payment of dividends until Class 1, 2, 3, 4 and

5 are paid as provided in the Plan. The Effective Date of the Plan is the date on which the Confirmation Order becomes a Final Order.

## ARTICLE II. DEFINITIONS

**2.1 Definitions.** For purposes of this Plan of Reorganization, the following terms and definitions shall have the following meanings unless the context clearly indicates otherwise:

2.1.1. "Administrative Claim" shall mean any Claim that is defined in Section 503(b) of the Bankruptcy Code as being an "administrative expense" within the meaning of such section.

2.1.2. "Administrative Expenses" shall mean those expenses described in §503 of the Bankruptcy Code.

2.1.3. "Allowed Claim" or "Allowed Interest" shall mean a Claim or Interest (a) in respect of which a proof of claim or application has been filed with the Court within the applicable period of limitations fixed by Bankruptcy Rule 3001 or, by order of this Court, (b) scheduled in the list of Creditors prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(b) and not listed as disputed, contingent or liquidated as to amount, in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitations fixed by Bankruptcy Rule 3001 or an order of the Bankruptcy Court, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending.

2.1.4. "Allowed Compass Bank Secured Claim" means the Allowed Secured Claim of Compass Bank in the following amounts:

- Note #1: \$4,654,787.49 (principal), \$8,868.46 (interest through 12/20/13) plus non-default rate interest per diem of \$441.92682, plus costs and reasonable attorneys fees.

- Note #2: \$211,457.47 (principal), \$710.63 (interest through 12/10/13) plus non-default rate interest per diem of 21.5442, \$2,387.45 (late fees), plus costs and reasonable attorneys fees.

- Note #3: \$1,106,025.85 (principal), \$33,978.03 (interest through 12/10/13 plus non-default rate interest per diem of \$155.15), \$30.00 (miscellaneous fee), plus costs and reasonable attorneys fees.

2.1.5. "Allowed Luman Claim" shall mean the Allowed Unsecured Claim of Luman Enterprises, Inc., allowed in the total amount of \$164,000 as provided in Article 4.5 herein. Upon the Effective Date, any other claims alleged by Luman Enterprises, Inc. against the Debtor are released and disallowed in their entirety.

2.1.6. "Allowed Secured Claim" means: (i) the Allowed Secured Claims provided for in Sections 4.2 of this Plan; and (ii) with respect to a Secured Claim held by any other Person, a Secured Claim Allowed by Final Order of the Bankruptcy Court under section 506(a) of the Bankruptcy Code, but only to the extent, validity, and priority so Allowed.

2.1.7. "Allowed Unsecured Claim" means an allowed claim that is not an Administrative Claim, an Secured Claim, or a Priority Claim.

2.1.8. "Avoidance Actions" shall mean those causes of action provided for under Sections 547 to 551 of the Bankruptcy Code, causes of action under applicable non-bankruptcy law for voidable transfers or similar legal theories, such as the Uniform Fraudulent Transfer Act or Uniform Fraudulent Conveyance Act, as enacted.

2.1.9. "Bankruptcy Code" shall mean the Bankruptcy Code, 11 U.S.C. §101 et seq., and any amendments thereof.

2.1.10. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in which the Debtor's Chapter 11 case, pursuant to which the Plan is proposed, is pending, and any Court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

2.1.11. "Bankruptcy Estate" shall mean all of the assets owned by the Debtor.

2.1.12. "Bankruptcy Rules" shall mean the rules of procedure in bankruptcy cases applicable to cases pending before the Bankruptcy Court and local bankruptcy rules as adopted by the Bankruptcy Court.

2.1.13. "Bar Date" shall mean September 25, 2013, the deadline established by the Bankruptcy Court in its Order Fixing a Bar Date for Filing Certain Proofs of Claim and Approving Proof of Claim Form and Notice Procedures and in the Notice of Commencement of an Expedited Case under Chapter 11 of the Bankruptcy Code, Fixing Meeting of Creditors and Other Dates no later than which proofs of claim must be filed except for those claims specified in this plan, which claims shall have the bar dates established herein.

2.1.14. "Cash" shall mean Cash and Cash equivalents including, without limitation, checks and wire transfers.

2.1.15. "Claim" shall mean any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against Debtor in existence on or before the Filing Date, whether or not such right to payment or right to equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured.

2.1.16. "Class" shall mean any class into which Allowed Claims or Allowed Interests are classified pursuant to Article 4.

2.1.17. "Class 1 Claim, Class 2 Claims, Class 3 Claims, Class 4 Claims, Claims 5 Claims, Class 6 Claims and Class 7 Interests" shall mean the Allowed Claims and Interests so classified in Sections 4.1 through 4.7 respectively.

2.1.18. "Compass Bank" shall mean Compass Bank, an Alabama banking corporation the senior secured lender in Debtor's Bankruptcy Case.

2.1.19. "Compass Bank Notes" shall mean the Debtor's loans with Compass Bank as follows: Revolving Line of Credit dated October 7, 2011 in the original principal sum of \$7 million with a balance as of the Petition Date of approximately \$5,099,841.70 (Note #1- Loan # XXXX3702-26), Equipment Loan dated October 7, 2011, in the original principal sum of \$350,000 with a balance as of the Petition Date of approximately \$211,644.74 (Note #2-Loan # XXXX3694-18) and Construction Loan dated December 28, 2011 in the original principal sum of \$1,219,500 with a balance as of the Petition Date of approximately \$1,108,197.96 (Note #3 - Loan # XXXX1400).

2.1.20. "Compass Bank Renewal Note" shall mean the promissory note attached hereto as Exhibit "B", which is a renewal and modification of Note #1 referred to as part of the definition of Compass Bank Notes.

2.1.21. "Confirmation Date" shall mean the date upon which the Order Confirming Plan is entered by the Clerk of the Bankruptcy Court.

2.1.22. "Confirmation Hearing" shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Plan.

2.1.23. "Creditors" shall mean all creditors of the Debtor holding claims for debts, liabilities, or demands of any character whatsoever, as defined in §101(10) of the Bankruptcy Code.

2.1.24. "Debtor" shall mean RB Processing, L.L.C.

2.1.25. "Disbursing Agent" shall mean the Reorganized RB Processing, L.L.C. or any party designated by RB Processing, L.L.C. to act as disbursing agent.

2.1.26. "Disclosure Statement" shall mean the written document filed by the Debtor in accordance with Section 1125(b) of the Bankruptcy Code containing information sufficient to enable a hypothetical reasonable investor typical of holders of Claims or Interests of the relevant Class to make an informed judgment about this Plan.

2.1.27. "Disputed Claim" shall mean that portion (including, where appropriate, the whole) of any Claim that (a) is listed in the Debtor's schedules of liabilities as disputed, contingent, or unliquidated; (b) is listed in the Debtor's schedules of liabilities and as to which a proof of claim has been filed with the Bankruptcy Court, to the extent the proof of claim exceeds the scheduled amount; (c) is not listed in a Debtor's schedules of liabilities, but as to which a proof of claim has



been filed with the Bankruptcy Court; or (d) as to which an objection to a proof of claim has been filed and has not become an Allowed Claim.

2.1.28. "Effective Date" shall mean the date upon which the Confirmation Order becomes a Final Order.

2.1.29. "Equity Interest" means any ownership interest or shares in RB Processing whether or not transferable, preferred, common, voting, or denominated "stock" or a similar security.

2.1.30. "Executory Contract(s)" shall mean any Pre-petition Unexpired lease(s) or executory contract(s) of the Debtor within the meaning of Section 365 of the Bankruptcy Code.

2.1.31. "Filing Date" shall mean May 15, 2013, the date the Debtor filed its petition under Chapter 11 of the Bankruptcy Code.

2.1.32. "Final Order" shall mean an Order of the Bankruptcy Court which, not having been stayed, and the time to appeal from which, or to seek review or certiorari or rehearing, has expired and such Order has become conclusive upon all matters adjudicated thereby, and in full force and effect.

2.1.33. "Forbearance Agreement" shall mean that agreement between the RB Group, Raymond Rice and Compass Bank dated February 4, 2013, as amended, modified and extended for time to time and related to the Compass Bank Notes.

2.1.34. "General Unsecured Claim" shall mean either (i) a Claim that is not secured by a lien, security interest or other charge against or interest in property in which Debtor has an interest or which is not subject to setoff under Section 553 of the Bankruptcy Code or (ii) a Claim that is secured in one of the foregoing manners to the extent the amount of the Claim exceeds the value of the property securing the Claim.

2.1.35. "Holder" shall mean the owner or holder of any Claim or Interest.

2.1.36. "Interest" shall mean an interest or equity interest (a) in respect to which a proof of interest has been filed with the Bankruptcy Court within the applicable period of limitation fixed by Bankruptcy Rule 3001 or (b) scheduled in the list of equity security holders prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(b).

2.1.37. "Insider" shall have that meaning defined by 11 U.S.C. § 101(31).

2.1.38. "Net Operating Income" means, with respect to any period of time, the amount obtained by subtracting Operating Expenses from Operating Revenue.

2.1.39. "Operating Expenses" means, with respect to any period of time, the total of all operating expenses, computed in accordance with generally accepted accounting principles, principles and as recorded on the Company's monthly



income statement prepared in accordance with generally accepted accounting principles. Such expenses include accruals, depreciation and amortization but exclude "extraordinary" income or expenses or prior calendar year adjustments. Operating Expenses shall be subject to adjustments made by Lender in its reasonable discretion with regard to annualizing actual costs for insurance premiums and taxes paid. Any expense which in accordance with accrual basis income tax accounting is depreciated or amortized over a period which exceeds one (1) year shall be treated as an expense, for the purposes of the foregoing calculations, ratably over the period of depreciation or amortization.

2.1.40. "Operating Revenue" means, with respect to any period of time, all income computed in accordance with generally accepted accounting principles and as recorded on the Company's monthly income statement prepared in accordance with generally accepted accounting principles.

2.1.41. "Officers" shall mean Raymond Rice, manager and director of the Reorganized Debtor.

2.1.42. "Order Confirming Plan" shall mean the Final Order of the Bankruptcy Court determining that the Plan meets the requirements of Chapter 11 of the Bankruptcy Code and is entitled to an entry of an Order of Confirmation.

2.1.43. "Petition Date" shall mean May 15, 2013 or the date of filing of the Debtor's Chapter 11 Bankruptcy Case No. 13-32997.

2.1.44. "Plan" shall mean this Debtor's Plan of Reorganization in its present form, or as it may be amended or supplemented from time to time.

2.1.45. "Priority Claim" shall mean any Claim that is defined in Section 507(a)(2)-(8) of the Bankruptcy Code.

2.1.46. "Pro Rata" shall mean the proportion that the amount of such Claim bears to the aggregate amount of Claims in each respective Class.

2.1.47. "RB Group" shall mean the following entities owned and managed by Raymond Rice: RB Products, L.L.C., RB Products, Holding, L.L.C., RB Environmental, L.L.C., R.B. Fabrication, L.L.C. and RB Processing, L.L.C.

2.1.48. "RB Processing" shall mean the Debtor.

2.1.49. "Reorganized Debtor" shall mean the Debtor after the entry of Order Confirming Plan.

2.1.50. "SBA" shall mean the United States Small Business Administration

2.1.51. "SBA Loan" shall mean the Debtor's loan with the Capital Development Corporation and assigned to the SBA, dated August 1, 2012, in the principal sum of \$984,000 with a balance as of the Petition Date of approximately \$921,186.65.

2.1.52. "Secured Claim" shall mean a Claim secured by a lien, security interest or other charge against or interest in property in which Debtor has an interest, or which is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value (determined in accordance with §506(a) of the Bankruptcy Code) of the interest of the holder of such Claim in the Debtor's interest in such property or to the extent of the amount subject to such setoff, as the case may be.

2.1.53. "Small Claim" shall mean an Allowed Claim, (a) the amount of which (prior to any subdivision or assignment thereof after the Petition Date) is not more than \$1,000.00, or (b) the Holder of which irrevocably elected prior to the Confirmation Date to reduce the amount thereof to \$1,000.00 and to have such Allowed Claim included in Class 4 by indicating such election on the form utilized for purposes of acceptance or rejection of the Plan.

2.1.54. "Substantial Consummation" shall occur on the Effective Date.

**2.2 Interpretation.** Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective sections, articles of or exhibits to the Plan, as the same may be amended, waived or modified from time to time. The headings and table of contents in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan. Words denoting the singular number shall include the plural number and vice versa and words denoting one gender shall include the other gender. All exhibits and schedules attached to the Plan are incorporated herein by such attachment.

**2.3 Application of Definitions and Rules of Construction Contained in the Bankruptcy Code.** Words and terms defined in the Bankruptcy Code shall have the same meaning when used in the Plan, unless a different definition is given in the Plan. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

**2.4 Other Terms.** The words "herein," "hereof," "hereto," "hereunder" and others of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

### ARTICLE III.

#### ADMINISTRATIVE AND PRIORITY CLAIMS

**3.1. Administrative Claims Bar Date.** Any holder of an Administrative Claim against the Debtor, except for expenses incurred in the ordinary course of operating the Debtor's business, shall file proof of such Claim or application for payment of such Administrative Claim on or within sixty (60) days after the Confirmation Date, with actual service upon counsel for the Debtor or such Holder's Administrative Claim will be forever barred and extinguished and such Holder shall, with respect to any such Administrative Claim be entitled to no distribution and no further notices.

**3.2. Payment of Administrative Expense Claims.** Each Holder of an unpaid Allowed Administrative Claim shall be paid in Cash in full on the later of thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Administrative Claim, unless the Holder of such Claim agrees to a different treatment.

**3.3. Payment of Non-Tax Priority Claims.** Each Holder of an unpaid Allowed Non-Tax Priority Claim shall be paid in Cash in full on the later of thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Non-Tax Priority Claim, unless the Holder of such Claim agrees to a different treatment.

**3.4. Payment of Unsecured Priority Tax Claims.** Allowed Priority Tax Claims shall be paid in Cash in full in Cash on the later of when due, thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Unsecured Priority Claim, unless the Holder of such Claim agrees to a different treatment.

**3.5. Payment of United States Trustee Fees Incurred Prior to Confirmation.** All fees incurred pursuant to 28 U.S.C. §1930(a)(6) for time periods prior to entry of Order Confirming Plan shall be paid by the Debtor on or before the Effective Date.

**3.6. Payment of United States Trustee Fees Subsequent to Confirmation.** The Reorganized Debtor shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. §1930(a)(6) entry of Order Confirming Plan. After confirmation, the Reorganized Debtor shall file with the Bankruptcy Court and serve on the United States Trustee a monthly financial report for each month (or portion thereof) the case remains open in a format prescribed by the United States Trustee and provided to RB Processing by the United States Trustee.

**3.7. Payment to Professionals.** All payments to professionals for actual, necessary services and costs advanced in behalf of the bankruptcy up until the Confirmation Date shall be pursuant to Bankruptcy Court order and subject to the restrictions of 11 U.S.C. §330. Professional fees incurred for services rendered and costs advanced subsequent to the Effective Date shall be the liability of the Reorganized RB Processing, L.L.C.

#### ARTICLE IV.

##### CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

Subject to all other applicable provisions of the Plan (including its distribution provisions), classified Claims and Interests shall receive the treatment set forth below. The Plan will not provide any distributions on account of a Claim or Interest to the extent that such Claim or Interest has been disallowed, released, withdrawn, waived, settled, or otherwise satisfied or paid as of the Effective Date, including, without limitation, payments by third party guarantors, sureties, or insurers, whether governmental or nongovernmental. The Plan will not provide any distributions on account of a Claim or Interest, the payment of which has been assumed by a third party.

4.1 **Class 1. Allowed Secured Claim of Taxing Authorities.**

4.1.1 **Classification.** Class 1 consists of the Allowed Secured Claims of Ad Valorem taxing authorities for the year 2013 secured by a lien on the assets of the Debtor.

4.1.2 **Treatment.** Allowed Secured Class 1 Claims shall be paid by the Reorganized Debtor when due. The Allowed Secured Class 1 Claims Holders shall retain their liens until such time as they are paid in full.

4.1.3 Class 1 Claims are not impaired.

4.2 **Class 2. Allowed Secured Claims of Compass Bank.**

4.2.1 **Classification.** Class 2a consists of the Allowed Compass Bank Secured Claim for Note #1 –XXXX3702-26 secured by liens on Debtor’s assets.

4.2.2 **Treatment.** On the Effective Date, the Debtor shall execute and deliver to Compass Bank the Compass Bank Renewal Note. The Compass Bank Renewal Note shall become Note #1. Debtor shall timely perform all of its obligations under Note #1. The treatment in the Plan for Note #1 is not intended to and does not affect required payments to Compass Bank on Note #1 by other affiliated entities of the Debtor under the current Forbearance Agreement between Compass Bank and these entities, or otherwise.

The Renewal Note provides that upon the occurrence of certain conditions defined in the note, one or more Additional Principal Payment shall be made to Compass Bank by the Debtor, together with RB Products Holding L.L.C., RB Products, Inc., RB Fabrication, L.L.C. and RB Environmental, L.L.C. (collectively, the “Borrowers”).

Borrowers’ payments to Compass Bank of such Additional Principal Payment shall be made on or before the fifth (5th) day following the completion of the compilation of the accounting reports for the third month in the second consecutive quarter as referenced in the above provision, but in no event no later than the tenth (10th) day following such completion.

Note #1 shall be (a) secured by automatically perfected liens on all assets on the Debtor and its estate, and (b) due and payable in full on April 1, 2016.

4.2.3 The Class 2a Claim is impaired.

4.2.4 **Classification.** Class 2b consists of the Allowed Compass Bank Secured Claim for Note #2 –XXXX3694-18 secured by liens on Debtor’s assets.

4.2.5 **Treatment.** Beginning March 1, 2014, the Allowed Class 2b Claim shall be paid in consecutive monthly payments of \$8,185.00, with interest at a rate of 5%, until April 1, 2016, when the Allowed Class 2b claim shall be paid in full. Compass Bank shall (a) retain its lien, security interests and rights as provided

under its pre-Filing Date loan documents and/or applicable law, and (b) receive under the Plan automatically perfected liens on any other assets of the Debtors and its estate. The Debtor shall timely perform all of its obligations under Note #2.

4.2.6 The Class 2b Claim is impaired.

4.2.7 Classification. Class 2c consists of the Allowed Secured Claim Compass Bank for Note #3 –XXXX1400 in the amount of \$1,108,197.96 (as of the Petition Date), secured by liens on Debtor's assets.

4.2.8 Treatment. Beginning March 1, 2014, the Allowed Class 2c Claim shall be paid in consecutive monthly payments of \$14,982.38, with interest at a rate of 5.05%, until April 1, 2016, when the Allowed Class 2c claim shall be paid in full. Compass Bank shall (a) retain its lien, security interests and rights as provided under its pre-Filing Date loan documents and/or applicable law, and (b) receive under the Plan automatically perfected liens on any other assets of the Debtor and its estate. The Debtor shall timely perform all of its obligations under Note #2.

4.2.9 The Class 2c Claim is impaired

4.2.10 Default. Notwithstanding anything to the contrary in the Plan or Confirmation Order, if (a) the Reorganized Debtor fails to make any payment to Compass Bank as required under the Plan (or within ten days after a default notice is sent by Compass Bank), or (b) guarantor Raymond B. Rice makes any transfer or payment, of nonexempt property (under Texas or Federal law), cumulative greater than \$10,000 for nonordinary course purposes, without the prior written consent of Compass Bank, then at any time thereafter Compass Bank may exercise any or all of its state and federal law rights and remedies against its collateral and against the Reorganized Debtor.

4.2.11 Release. The Debtor and its estate release Compass Bank and its officers, directors, employees, attorneys, representatives and agents from any and all claims, demands, causes of action, and obligations of whatever kind or character, known or unknown, fixed, contingent, matured, unmatured, liquidated, unliquidated, arising in contract, tort or otherwise which originated in whole or part on or before the Effective Date.

4.2.12 Prohibited Actions. Neither the Reorganized Debtor, nor any affiliate of the Reorganized Debtor (including without limitation Raymond Rice), shall take any action to delay or interfere with the exercise of any rights and/or remedies granted to Compass Bank pursuant to the Plan. The prohibited actions shall include, but not be limited to, seeking injunctive relief or bankruptcy protection that bars or delays foreclosure or the exercise of any other rights.

4.3 **Class 3. Allowed Secured Claim of United States Small Business Administration.**



4.3.1 Classification. Class 3 consists of the Allowed Secured Claim of the United States Small Business Administration for SBA Loan # XXXX6150-05 secured by a second lien on Debtor's assets.

4.3.2 Treatment. Beginning March 1, 2014, the Allowed Class 3 Claim shall be paid in monthly payments of \$10,142, at the contractual, nondefault rate of interest of 3.76%. The terms and provisions of the SBA Note shall be reinstated except that the maturity date shall be extended to allow unpaid, accrued amounts owed with respect to the SBA Note prior to March 1, 2014, shall be added to the end of the note and the term of the note extended accordingly. The United States Small Business Administration shall retain its lien, security interests and rights as provided under its pre-Filing Date loan documents and/or applicable law until the SBA Note is paid in accordance with the terms of the Plan.

4.3.3 The Class 3 Claim is impaired

4.4 **Class 4. Allowed General Unsecured Claims of \$1,000 or Less.**

4.4.1 Classification: Class 4 consists of the Allowed Unsecured Claims of \$1,000 or Less.

4.4.2 Treatment: The Holders of Allowed Unsecured Class 4 Claims shall be paid 100% of their Allowed Claim, without interest, on the later of thirty (30) days after the Effective Date or the date such Claims become Allowed Claims. If a creditor with an allowed claim in excess of \$1,000 wishes to have their claim treated as a Class 4 claim and paid accordingly, then the creditor will make that election on the ballot when voting, and the Allowed Claim will be limited to \$1,000.

4.4.3 Class 4 Claims are impaired

4.5 **Class 5. Allowed General Unsecured Claims Greater than \$1,000.**

4.5.1 Classification. Class 5 consists of Allowed General Unsecured Claims Greater than \$1,000, including the Allowed Luman Claim.

4.5.2 Treatment. Allowed Class 5 Claims shall be paid in full with simple interest accruing from the Petition Date at the rate of 5% per annum as follows: Within thirty (30) days of the Effective Date, Class 5 Allowed Claims shall receive a Pro Rata share of \$25,000 toward payment of the Allowed Claims. Thereafter, beginning the later of April 15, 2014 or the date such Claims become Allowed Claims, the Class 5 claimants shall receive a Pro Rata share of \$5,000 per month for a period of twenty-seven (27) consecutive months, with the remaining outstanding unpaid balance owed on such Allowed Claims to be paid in full in month twenty-eight (28). The Debtor shall be allowed to offset any balance owed the Debtor by a Class 5 creditor and reduce the allowed claim accordingly prior to any payment contemplated herein.

Luman Enterprises, Inc. filed a general unsecured Proof of Claim in the amount \$204,000. As further described in the Disclosure Statement, the Debtor disputed this claim. The Debtor has reached an agreement to provide Luman Enterprise, Inc. with an Allowed Class 5 General Unsecured Claim in the amount of \$164,000 and Luman shall turnover stamped engineering schematics or drawings to the Debtor relative to the RB Hydro Unit 1. On the Effective Date, any other claims alleged by Luman Enterprises, Inc. not specifically provided for herein in Article 4.5.2, are forever disallowed, released and discharged.

4.5.3 The Class 5 Claims are impaired under the Plan.

4.6 **Class 6. Allowed Claims of Insiders and Affiliates.**

4.6.1 Classification. Class 6 consists of Allowed Claims of Insiders and Affiliates.

4.6.2 Treatment. The Holders of Class 6 Claims shall be permitted to offset any amount due the Debtor. Otherwise, the remaining balance, if any, shall be subordinated to the payment in full of Allowed Claims in Classes 1, 2, 3, 4, and 5 as provided for herein.

4.6.3 The Class 6 Claims are impaired.

4.7 **Class 7. Allowed Interests of Equity Holders.**

4.7.1 Classification. Class 7 consists of the Allowed Equity Interests in RB Processing.

4.7.2 Treatment. The Holders of Class 7 Equity Interests shall retain the Equity Interests held on the date of the filing of the bankruptcy case, with the prohibition of payment of dividends or any other amounts until Classes 1, 2, 3, 4 and 5 are paid as provided for herein.

4.7.3 The Class 7 Interests are impaired.

## ARTICLE V.

### VOTING OF CLAIMS AND INTERESTS

Classes 2, 3, 4, 5, and 6 of Claims and the Class 7 Equity Interests are impaired and therefore are entitled to vote on this Plan. Accordingly, the acceptances of Class 2, 3, 4, 5 and 6 Claims and Class 7 Equity Interests must be solicited. Class 1 is not impaired under the Plan and therefore not entitled to vote on the Plan.

## ARTICLE VI.

### MEANS FOR EXECUTION OF PLAN

6.1 **Vesting of Property of the Estate in Reorganized Debtor.** On the Effective Date of the Plan, all property of the Debtor and of its Estate shall vest in the Reorganized Debtor free



and clear of liens, claims and encumbrances, except as otherwise provided by the terms of the Plan.

6.2 **Continuation of Business Operations.** From and after the Effective Date of the Plan, the Reorganized Debtor shall be authorized to continue its normal business operations. Reorganized Debtor shall enter into such transactions as it deems advisable, free of any restriction or limitation imposed under any provision of the Bankruptcy Code, except to the extent otherwise provided in the Plan. Cash flow from the operations shall be used to fund payments required by the Plan.

6.3 **Source of funds for Payments due on the Effective Date.** Current cash flow derived from operations will be used to pay Allowed Claims as required by the Plan except that, to the extent necessary, Debtor's affiliated entity RB Products, LLC shall provide up to \$50,000 to the Reorganized Debtor to pay expenses due on or near the Effective Date, including the initial payment of \$25,000 to Class 5 General Unsecured Creditors. To the extent that RB Products advances funds to the Reorganized Debtor for this payment, repayment of these funds by the Reorganized Debtor shall be subordinated to the payment in full of Allowed Claims in Classes 1, 2, 3, 4, and 5.

6.4 **Directors and Officers of Reorganized Debtor.** The Directors and Officers of the Debtor are authorized to continue as Directors and Officers of the Reorganized Debtor from and after the Effective Date of the Plan.

6.5 **Disbursing Agent.** Reorganized Debtor shall act as the Disbursing Agent. If Reorganized RB Processing chooses not to act as the Disbursing Agent, then it shall designate a substitute who is acceptable to Compass Bank.

6.6 **Exclusive Rights and Duties of the Disbursing Agent.** The duties of the Disbursing Agent shall be as follows:

6.6.1 **Distribution to Creditors with Administrative Claims.** In accordance with Article 3 of the Plan the Disbursing Agent shall pay the Administrative and Priority Claims first out of Cash on hand generated from operations.

6.6.2 **Distributions to Creditors with Allowed Claims.** The Disbursing Agent shall have the sole right and duty to make the distributions provided for hereunder as set forth in Article 4 of the Plan.

6.6.3 **Distribution to Creditors with Disputed Claims that Subsequently Become Allowed Claims.** Payment to each holder of a Disputed Claim, to the extent it ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan governing the class of claims to which the disputed claim belongs. Payments shall be made fifteen days after the Disputed Claims become Allowed Claims.

6.7 **Powers of the Disbursing Agent.** The Disbursing Agent shall have full power and authority to do the following:

6.7.1 Make disbursements to Administrative and Priority Creditors in accordance with Article 3 and other Creditors in accordance with Article 4 of the Plan.

6.7.2 File all reports required under law, including state and federal tax returns, and to pay all taxes incurred by the Bankruptcy Estate.

6.7.3 Take any and all actions, including the filing or defense of any civil actions or Claim objections necessary to accomplish the above.

6.7.4 Employ and pay reasonable fees and expenses of such attorneys, accountants, and other professionals, as may be deemed necessary to accomplish the above and shall be entitled to reserve sufficient Cash to pay the projected fees and costs to such Professionals on a post-confirmation basis, and shall be authorized to purchase insurance with such coverage and limits as are reasonably necessary, including covering liabilities incurred in connection with its service as Disbursing Agent.

6.7.5 Suspend distribution to any Creditor that has not provided the Disbursing Agent with its Federal Tax Identification number or social security number, as the case may be.

6.8 **Presumption of Disbursing Agent's Authority.** In no case shall any party dealing with the Disbursing Agent in any manner whatsoever be obligated to see that the terms of its engagement have been complied with, or be obligated or privileged to inquire into the necessity or expediency of any act of the Disbursing Agent, or to inquire into any other limitation or restriction of the power and authority of the Disbursing Agent, but as to any party dealing with the Disbursing Agent in any manner whatsoever in relation to the assets, the power of the Disbursing Agent to act or otherwise deal with said property shall be absolute except as provided under the terms of the Plan.

6.9 **Limitation on Disbursing Agent's Liability.**

6.9.1 Except gross negligence or willful misconduct, no recourse shall ever be had directly or indirectly against the Disbursing Agent personally or against any employee of the Disbursing Agent by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Disbursing Agent pursuant to this Plan, or by reason of the creation of any indebtedness by the Disbursing Agent for any purpose authorized by the Plan, it being expressly understood and agreed that all such liabilities, covenants and agreements of the Disbursing Agent or any such employee, whether in writing or otherwise shall be enforceable only against and be satisfied only out of the assets of the Bankruptcy Estate and every undertaking, contract, covenant or agreement entered into in writing by the Disbursing Agent shall provide expressly against the personal liability of the Disbursing Agent.

6.9.2 The Disbursing Agent shall not be liable for any act the Disbursing Agent may do or omit to do as Disbursing Agent hereunder while acting in good

faith and in the exercise of the best judgment of the Disbursing Agent and the fact that such act or omission was advised, directed or approved by an attorney acting as attorney for the Disbursing Agent, shall be evidence of such good faith and best judgment; nor shall the Disbursing Agent be liable in any event except for gross negligence or willful default or misconduct of the Disbursing Agent.

6.10 **Delivery of Distributions.** Subject to Bankruptcy Rule 9010 and the provisions of the Plan, distributions to Holders of Allowed Claims shall be made at the address of each such Holder as set forth on the proofs of Claim filed by such Holders (or at the last known addresses of such a Holder if no proof of Claim or proof of Equity Interest is filed or if the Disbursing Agent has been notified in writing of a change of address), except as provided below. If any Holder's distribution is returned as undeliverable, no further distributions to such Holder shall be made unless and until the Disbursing Agent is notified of such Holder's then current address, at which time all missed distributions shall be made to such Holder without interest. Amounts in respect of undeliverable distributions shall be returned to the Disbursing Agent until such distributions are claimed.

6.11 **Time Bar for Cash Payments.** Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within six months after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before the later of (a) the first anniversary of the Effective Date or (b) ninety (90) days after the date of reissuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

6.12 **Unclaimed Property.** If any Person entitled to receive distributions under the Plan cannot be located within a reasonable period of time after the Effective Date, the distributions such Person would be entitled to receive shall be held by the Disbursing Agent in a segregated interest-bearing account. If the Person entitled to any such distributions is located within six months after the Effective Date, such distributions, together with any dividends and interest earned thereon, shall be paid and distributed to such Person. If such Person cannot be located within such period, such distributions and any dividends and interest thereof shall be returned to the Reorganized RB Processing and such Person shall have waived and forfeited its right to such distributions. Nothing contained in this Plan shall require the Disbursing Agent to attempt to locate such Person. It is the obligation of each Person claiming rights under the Plan to keep the Disbursing Agent advised of current address by sending written notice of any changes to the Disbursing Agent.

6.13 **Minimum Payment.** The minimum amount of any distribution shall be \$25. If a payment anticipated by the Plan is due in an amount less than \$25, then such payments is hereby waived and the funds shall be retained by the Reorganized RB Processing.

6.14 **Fractional Dollars.** Any other provision of the Plan notwithstanding, no payments of fractional dollars will be made to any Holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any holder of an Allowed Claim would otherwise be called for, the actual payment made will reflect a rounding of such fraction to the nearest whole dollar (up or down).

6.15 **Distribution Dates.** Whenever any distribution to be made under the Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day. The Bankruptcy Court shall retain power, after the Confirmation Date, to extend distribution dates for cause, upon motion and after notice and a hearing (as defined in Bankruptcy Code Section 102) to affected parties; provided however that no distribution date pertaining to Class 2 may be extended without the prior written consent of Compass Bank.

6.16 **Orders Respecting Claims Distribution.** After confirmation of the Plan, the Bankruptcy Court shall retain jurisdiction to enter orders in aid of consummation of the Plan respecting distributions under the Plan and to resolve any disputes concerning distributions under the Plan.

6.17 **Agreements, Instruments and Documents.** All agreements, instruments and documents required under the Plan to be executed or implemented, together with such others as may be necessary, useful, or appropriate in order to effectuate the Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. The Reorganized Debtor shall have a power of attorney, coupled with an interest, to execute and deliver any Plan Document to the extent that counterparty to such document fails to execute and deliver any document required to effectuate the Plan following 20 days written notice and request to such counterparty.

6.18 **Further Authorization.** The Reorganized Debtor shall be entitled to seek such orders, judgments, injunctions, and rulings from the Bankruptcy Court, in addition to those specifically listed in the Plan, as may be necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan. The Bankruptcy Court shall retain jurisdiction to enter such orders, judgments, injunctions and rulings.

## ARTICLE VII.

### CRAMDOW AND CLAIMS ALLOWANCE

7.1 **Cramdown.** In the event any Class rejects the Plan, the Debtor will seek to invoke the provisions of Section 1129(b) of the Bankruptcy Code and confirm the Plan notwithstanding the rejection of the Plan by any Class of Claims or Interests.

**IN THE EVENT ANY CLASS REJECTS THE PLAN THE DEBTOR WILL SEEK TO INVOKE THE PROVISIONS OF 11 U.S.C. §1129(b) AND CONFIRM THE PLAN OVER THE REJECTION OF THE CLASS OR CLASSES. THE TREATMENT AFFORDED EACH CREDITOR IN EACH CLASS IN THE EVENT OF A CRAMDOW WILL BE THE SAME AS THAT PROVIDED FOR IN THE PLAN AS THE CASE MAY BE.**

7.2 **Allowance of Claims under the Plan.** Allowance is a procedure whereby the Bankruptcy Court determines the amount and enforceability of Claims against the Debtor, if the parties cannot agree upon such allowance. It is expected that the Debtor and/or the Disbursing Agent will file objections to Claims of Creditors, if any are deemed necessary, before and after confirmation of the Plan. The Plan merely provides for payment of Allowed Claims, but does not attempt to pre-approve the allowance of any Claims.



7.3 **Objection Deadline.** As soon as practicable, but in no event later than one hundred twenty (120) days after the Effective Date, unless extended by order of the Bankruptcy Court for cause, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made.

7.4 **Prosecution of Objections.** On and after the Effective Date, except as the Bankruptcy Court may otherwise order, the filing, litigation, settlement or withdrawal of all objections to Claim and Avoidance Actions may be made by the Reorganized Debtor and/or Disbursing Agent.

## ARTICLE VIII.

### DEFAULT

8.1 If any of the following events occur, the Reorganized Debtor will be in breach of this Plan ("Default"):

8.1.1 Failure to pay any amount due under the Plan when due; or

8.1.2 Breach or violation of a material covenant or uncured default under the Plan, including failure to pay amounts due.

8.2 Should the Reorganized Debtor be in breach or violation under the foregoing paragraph, or Default has occurred and thereafter the Reorganized Debtor fails to remedy or resolve such breach within thirty (30) days from the date of receipt of written notice of such breach, violation or default, then any Creditor owed a distribution, which the Reorganized Debtor fails to make when due, at its option, may declare that the Reorganized Debtor is in default of this Plan.

## ARTICLE IX.

### EXECUTORY CONTRACTS AND LEASES

9.1 The Debtor hereby assumes the executory contracts and leases set forth in Exhibit "A" and any executory contracts and leases previously assumed pursuant to bankruptcy court order. All licenses issued to the Debtor by governmental authorities are assumed.

9.2 The Debtor hereby rejects all executory contracts and leases not otherwise assumed in this Plan or by prior Court order.

9.3 Any Claims arising from rejection of an executory contract or lease must be filed on or before 20 days from the Effective Date. Otherwise, such Claims are forever barred and will not be entitled to share in any distribution under the Plan. Any Claims arising from rejection, if timely filed and allowed, will be treated as General Unsecured Claims.

9.4 Except as specifically provided for herein, the Debtor shall pay all cure claims in the amount listed on Exhibit "A" on or before 30 days after the Administrative Claims Bar Date set in paragraphs 3.1 and 3.2, unless a Claim is filed before the Administrative Claims Bar Date in an

amount different from that set forth on Exhibit "A", in which case the cure claim will be paid when and if allowed by Final Order of the Bankruptcy Court.

## ARTICLE X.

### MODIFICATION OF THE PLAN

10.1 The Debtor may propose amendments and modifications of this Plan prior to the Confirmation Date with leave of the Bankruptcy Court upon appropriate notice. After the Confirmation Date, the Debtor may, with approval of the Bankruptcy Court, so long as it does not materially or adversely affect the interests of the Creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the intent of this Plan. After the Confirmation Date, the Debtor may, with approval of the Bankruptcy Court, modify the Plan as to any Class, even though such modification materially affects the rights of the Creditors or Interest Holders in such Class; provided, however, that such modifications must be accepted as to Classes of Creditors by at least sixty-six and two-thirds percent (66-2/3%) in amount of Allowed Claims voting in each such Class and fifty-one percent (51%) in number of Allowed Claims voting in such Class, and as to Classes of Interest Holders by at least sixty-six and two-thirds percent (66-2/3%) in amount of Allowed Interests voting in each such Class; and provided, further, that additional disclosure material needed to support such modification shall be approved by the Bankruptcy Court in the manner consistent with Section 1125 of the Bankruptcy Code and Rule 3017 of the Federal Rules of Bankruptcy Procedure. With respect to all proposed modifications to the Plan both before and after confirmation, the Debtor shall comply with the requirements of Section 1127 of the Bankruptcy Code.

## ARTICLE XI.

### CONDITIONS PRECEDENT

11.1 **Conditions to Confirmation.** Confirmation of the Plan shall not occur and the Bankruptcy Court shall not enter the Confirmation Order unless all of the requirements of the Bankruptcy Code for confirmation of the Plan with respect to the Debtor shall have been satisfied. In addition, confirmation shall not occur, the Plan shall be null and void and of no force and effect, and the Plan shall be deemed withdrawn unless the Court shall have entered all orders (which may be orders included within the Confirmation Order) required to implement the Plan.

11.2 **Waiver and Nonfulfillment of Conditions to Confirmation.** Nonfulfillment of any condition to confirmation of the Plan may be waived only by the Debtor. In the event the Debtor determines that the conditions to the Plan's confirmation which they may waive cannot be satisfied and should not, in its discretion, be waived, the Debtor may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

11.3 **Confirmation Order Provisions for Pre-Effective Date Actions.** The Confirmation Order shall empower and authorize the Debtor to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable it to implement the provisions of the Plan and satisfy all other conditions precedent to the effectiveness of the Plan.

11.4 **Conditions to the Effective Date.** The following are conditions precedent to the effectiveness of the Plan: (i) the Plan is confirmed and the Bankruptcy Court shall have entered

the Confirmation Order, which shall have become a Final Order; (ii) Debtor does not withdraw the Plan at any time prior to the Effective Date; and (iii) the Debtor shall have sufficient Cash on hand to make the initial payments and distributions required under the Plan.

11.5 **Waiver and Nonfulfillment of Conditions to Effective Date.** Nonfulfillment of any condition set forth in the immediately foregoing paragraph of the Plan may be waived only by the Debtor. In the event that the Debtor determines that the conditions to the Plan's Effective Date set forth in the immediately foregoing paragraph of this Plan cannot be satisfied and should not, in its sole discretion, be waived, the Debtor may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

## ARTICLE XII.

### JURISDICTION OF THE BANKRUPTCY COURT

12.1 Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Bankruptcy Court shall retain exclusive jurisdiction of this case after the Confirmation Date with respect to the following matters:

12.1.1 To allow, disallow, reconsider (subject to Bankruptcy Code Section 502(j) and the applicable Bankruptcy Rules) Claims and to hear and determine any controversies pertaining thereto;

12.1.2 To estimate, liquidate, classify or determine any Claim against the Debtor, including claims for compensation or reimbursement;

12.1.3 To resolve controversies and disputes regarding the interpretation and implementation of the Plan, including entering orders to aid, interpret or enforce the Plan and to protect the Debtor and any other entity having rights under the Plan as may be necessary to implement the Plan;

12.1.4 To hear and determine any and all applications, contested matters, or adversary proceedings arising out of or related to this Plan or this case or as otherwise might be maintainable under the applicable jurisdictional scheme of the Bankruptcy Code prior to or after confirmation and consummation of the Plan whether or not pending on the Confirmation Date;

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

12.1.6 To liquidate or estimate damages or determine the manner and time for such liquidation or estimation in connection with any contingent or unliquidated Claim;

12.1.7 To adjudicate all Claims to any lien on any of the Debtor's assets;

12.1.8 To hear and determine matters concerning state, local and federal taxes pursuant to the Bankruptcy Code, including (but not limited to) sections 346, 505 and 1146 thereof and to enter any order pursuant to Bankruptcy Code Section 505



or otherwise to determine any tax of the Debtor, whether before or after confirmation, including to determine any and all tax effects of the Plan;

12.1.9 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 or to modify the Plan as provided by applicable law;

12.1.10 To determine all questions and disputes regarding title to assets and shares of the Debtor, Reorganized Debtor or of the Bankruptcy Estate, as may be necessary to implement the Plan;

12.1.11 To enforce and to determine actions and disputes concerning the releases contemplated by the Plan and to require persons holding Claims being released to release Claims in compliance with the Plan;

12.1.12 To fix the value of collateral in connection with determining Claims;

12.1.13 To enter a final decree closing the case and making such final administrative provisions for the case as may be necessary or appropriate; and

12.1.14 To, even after entry of a final decree, hear any cases enforcing Bankruptcy Code section 525.

12.2 **Failure of the 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 Chapter 11 case, including the matters set forth in Section 12.1 of the Plan, this Article XII shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XIII.

### EFFECT OF CONFIRMATION

13.1 **Binding Effect.** As provided for in Section 1141(d) of the Bankruptcy Code, the provisions of the Plan shall bind the Debtor, any entity acquiring property under the Plan and any Creditor, Equity Holder of the Debtor, whether or not the Claim or Interest of such Creditor or Equity Holder is impaired under the Plan and whether or not such Creditor or Equity Holder has accepted the Plan, and the United States and any licensing authority. After confirmation, the property dealt with by the Plan shall be free and clear of all Claims and Interests of Creditors and Equity Holders, except to the extent as provided for in the Plan as the case may be. The Confirmation Order shall contain an appropriate provision to effectuate the terms of this paragraph 13.1.

13.2 **Satisfaction of Claims and Interests.** Holders of Claims and Interests shall receive the distributions provided for in this Plan, if any, in full settlement and satisfaction of all such Claims, and any interest accrued thereon, and all Interests.

13.3 **Vesting of Property.** Except as otherwise expressly provided in the Plan or the Confirmation Order, pursuant to Section 1141(b) of the Bankruptcy Code, upon the Effective Date, all Property of the Bankruptcy Estate shall vest in the Debtor free and clear of all Claims, liens, encumbrances, charges or other Interests of Creditors and Interest Holders. Except as otherwise expressly provided in the Plan or the Confirmation Order, all assets of the RB Processing Bankruptcy Estate shall vest in the Reorganized Debtor free and clear of all Claims, liens, and encumbrances. Moreover, all licenses and permits held by the Debtor shall continue be held by them.

13.4 **Discharge.** Pursuant to Section 1141(d) of the Bankruptcy Code, upon the Effective Date, the Debtor shall be discharged from any debt that arose before the date of such confirmation, and any debt of a kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a proof of the Claim based on such debt is filed or deemed filed under Section 501 of this title; such Claim is allowed under Section 502 of this title; or the Holder of such Claim has accepted the Plan.

13.5 **Injunction.** **The Confirmation Order shall include a permanent injunction prohibiting the collection of Claims against the Reorganized Debtor in any manner other than as provided for in the Plan. All Holders of Claims shall be prohibited from asserting against the Debtor, Reorganized Debtor or any of its assets or properties, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date, whether or not such Holder filed a proof of Claim. Such prohibition shall apply whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under Section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under Section 502 of the Bankruptcy Code; or (c) the Holder of a Claim based upon such debt has accepted the Plan. This injunction also permits the Reorganized Debtor to enforce 11 U.S.C. §525(a) upon improper revocation or restriction of licenses.**

13.6 **Preservation of Setoff Rights.** In the event that the Debtor has a Claim of any nature whatsoever against the Holders of Claims, the Debtor may, but is not required to setoff against the Claim (and any payments or other distributions to be made in respect of such Claim hereunder), subject to the provisions of Section 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtor of any Claim that the Debtor has against the Holder of Claims. Neither this provision nor the injunctive provision of the Confirmation Order shall impair the existence of any right of setoff or recoupment that may be held by a Creditor herein; provided that the exercise of such right, except as set forth herein with respect to Class 6, shall not be permitted unless the Creditor provides the Debtor with written notice of the intent to affect such setoff or recoupment. If the Debtor or the Disbursing Agent, as applicable, objects in writing within twenty (20) business days following the receipt of such notice, such exercise shall only be allowed upon order of the Bankruptcy Court. In the absence of timely objection, the Creditor may implement the proposed setoff or recoupment against the Claim held by the Bankruptcy Estate.

13.7 **Releases.** On the Effective Date and pursuant to Section 1123(b)(3)(A) of the Bankruptcy Code, the Debtor, and to the maximum extent provided by law, its agents, release and forever discharge all Avoidance Actions (except those related to the claim objection process) and other claims, including acts taken or omitted to be taken in connection with or related to the

formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into or any other act taken or entitled to be taken in connection with the Plan or this case against the following, whether known or unknown:

13.7.1 Raymond B. Rice, RB Products, LLC, RB Products Holdings, LLC, RB Fabrication, LLC, RB Environmental, LLC, their employees, agents, attorneys and representatives (collectively "Insider Released Parties"), in connection with any and all claims and causes of action arising on or before the Confirmation Date that may be asserted by or on behalf of the Debtor or the Bankruptcy Estate and/or on account of the Debtor's Case. The release of these Insider Released Parties shall be conditioned upon the occurrence of the Effective Date.

13.7.2 The Debtor's Professionals will be released from any and all claims and liabilities of the Debtor other than willful misconduct or if the release is otherwise restricted by the Texas Disciplinary Rules of Professional Conduct.

13.7.3 BBVA Compass Bank and the Holder of the Class 2 Claims, including their respective Representatives, in connection with any and all claims and causes of action arising on or before the Confirmation Date that may be asserted by or on behalf of the Debtor or the Bankruptcy Estate and/or on account of the Debtor's Case.

13.8 **Guarantors.** Nothing herein shall be deemed to release the liability of any non-debtor guarantor to a Creditor; provided, however, that so long as the Debtor is current with respect to all of its obligations under this Plan and the Confirmation Order Creditors may not pursue collection of their Claims from any guarantor. If the Debtor commits an uncured default in its obligations hereunder, then and only then may Creditors seek relief against guarantors.

13.9 **Lawsuits.** On the Effective Date, all lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of Claims against the Debtor and any guarantor (except for any Proof of Claim and/or objections thereto pending in the Bankruptcy Court) shall be dismissed as to the Debtor. Such dismissal shall be with prejudice to the assertion of such Claim in any manner other than as prescribed by the Plan. All parties to any such action shall be enjoined by the Bankruptcy Court by the Confirmation Order from taking any action to impede the immediate and unconditional dismissal of such actions. All lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of a claim(s) by the Debtor or any entity proceeding in the name of or for the benefit of the Debtor against a person shall remain in place only with respect to the claim(s) asserted by the Debtor or such other entity, and shall become property of the Post-Confirmation Reorganized Debtor to prosecute, settle or dismiss as it sees fit.

13.10 **Insurance.** Confirmation and consummation of the Plan shall have no effect on insurance policies of the Debtor or Reorganized Debtor in which the Debtor or any of the Debtor's representatives or agents is or was the insured party; the Reorganized Debtor shall become the insured party under any such policies without the need of further documentation other than the Plan and entry of the Confirmation Order. Each insurance company is prohibited from denying,

refusing, altering or delaying coverage on any basis regarding or related to the Debtor's bankruptcy, the Plan or any provision within the Plan.

13.11 **U.S. Trustee Fees.** The Debtor shall timely pay post-confirmation quarterly fees assessed pursuant to 28 U.S.C. § 1930(a)(6) until such time as the Bankruptcy Court enters a final decree closing this Chapter 11 case, or enters an order either converting these cases to cases under Chapter 7 or dismisses the cases. After confirmation, the Reorganized Debtor shall file with the Bankruptcy Court and shall transmit to the United States Trustee a true and correct statement of all disbursements made by them for each month or portion thereof, which these Chapter 11 cases remain open in a format prescribed by the United States Trustee.

13.12 **Term of Stays.** Except as otherwise provided in the Plan, the stay provided for in this case pursuant to Bankruptcy Code Section 362 shall remain in full force and effect until the Effective Date.

#### ARTICLE XIV.

#### MISCELLANEOUS PROVISIONS

14.1 **Corporate Authority.** All actions and transactions contemplated under the Plan shall be authorized upon confirmation of the Plan without the need of further board or stockholder resolutions, approval, notice or meetings, other than the notice provided by serving this Plan on all known Creditors of the Debtor, all Interest Holders, and all current directors of the Debtor.

14.2 **Documentation.** The Debtor, all Creditors and other parties in interest required to execute releases, termination statements, deeds, bills of sale or other documents required by the Plan, shall be ordered and directed to execute such documents as are necessary in order to effectuate the terms of this Plan. The Bankruptcy Court may determine that the failure of any party to execute a required document shall constitute contempt of the Bankruptcy Court's Confirmation Order, which shall require such documents to be executed in accordance with the terms of the Plan and the Confirmation Order. On the Effective Date, all documents and instruments contemplated by the Plan not requiring execution and delivery prior to the Confirmation Date shall be executed and delivered by the Debtor, and Creditors, as the case may be. All Documents shall be consistent with the terms of the Plan and shall otherwise be subject to approval as to form by all respective counsel.

14.3 **Integration Clause.** This Plan is a complete, whole, and integrated statement of the binding agreement between the Debtor, Creditors, Equity Interests and the parties-in-interest upon the matters herein. Parole evidence shall not be admissible in an action regarding this Plan or any of its provisions.

14.4 **Primacy of the Plan and Confirmation Order.** To the extent of any conflict or inconsistency between the provisions of the Plan on the one hand, and the Confirmation Order on the other hand, the provisions of the Confirmation Order shall govern and control.

14.5 **Severability.** Should the Bankruptcy Court determine that any provision of the Plan is unenforceable either on its face or as applied to any Claim or Equity Interest or transaction, the proponent may modify the Plan in accordance with Article 13 hereof so that such provision shall not be applicable to the Holder of any Claim or Equity Interest. Such a determination of



unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

14.6 **No Admission.** Neither the filing of the Plan, nor Disclosure Statement, nor any statement or provision contained herein, nor the taking by the Debtor of any action with respect to the Plan shall (i) be or be deemed to be an admission against interest and (ii) until the Effective Date, be or be deemed to be a waiver of any rights which the Debtor may possess against any other party. In the event that the Effective Date does not occur, neither the Plan, Disclosure Statement nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside of the Debtor's case.

14.7 **Bankruptcy Restrictions.** From and after the Effective Date, the Debtor shall no longer be subject to the restrictions and controls provided by the Bankruptcy Code or Rules (e.g., section 363, section 364, rule 9019), the Bankruptcy Court, or the United States Trustee's guidelines. The Disbursing Agent may, on behalf of the Debtor, compromise Claims and/or controversies post-Effective Date without the need of notice or Bankruptcy Court approval. No monthly operating reports will be filed after the Effective Date; however, the Disbursing Agent shall provide the U.S. Trustee such financial reports as provided above and as the U.S. Trustee may reasonably request until the entry of a final decree.

14.8 **Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or the law of the jurisdiction of organization of any entity, the internal laws of the State of Texas 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, including the documents executed pursuant to the Plan.

14.9 **Closing of Case.** As soon as the Debtor has either obtained substantial consummation or otherwise performed its obligations under the Plan the Reorganized Debtor shall seek the entry of an Order of the Court closing this case.

14.10 **Successors and Assigns.** The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

14.11 **Notices.** All notices or requests in connection with the Plan shall be in writing and given by mail addressed to:

RB Products, L.L.C.  
740 Bradfield Road  
Houston, TX 77060  
Attn: Raymond B. Rice

with copies to:

Edward L. Rothberg  
Hoover Slovacsek, LLP  
5847 San Felipe, Suite 2200  
Houston, Texas 77057

All notices and requests to Persons holding any Claim or Interest in any Class shall be sent to them at their last known address or to the last known address of their attorney of record in the case. Any such holder of Claim or Interest may designate in writing any other address for purposes of this section, which designation will be effective upon receipt by the Debtor.

14.12 **Validity and Enforceability.** The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.

14.13 **Plan Supplement.** Any and all exhibits or schedules not filed with the Plan shall be contained in a Plan Supplement to be filed within ten (10) days of the Confirmation Hearing.

Respectfully submitted this 6 day of January, 2014.

RB PROCESSING, L.L.C.

By:   
Raymond Rice, Manager

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ATTORNEYS FOR DEBTOR



**PLAN EXHIBIT A**

**EXECUTORY CONTRACTS TO BE ASSUMED  
AND PROPOSED CURE AMOUNTS**

**(To be supplemented prior to the confirmation hearing)**

**PLAN EXHIBIT B**

**COMPASS BANK RENEWAL NOTE  
(To be supplemented prior to the confirmation hearing)**