

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:	Chapter 11
CYBERCARE, INC.,	Case No. 8:05-bk-27268-MGW
CYBERCARE TECHNOLOGIES, INC.,	Case No. 8:05-bk-27331-MGW
Debtors.	Jointly Administered Under Case No. 8:05-bk-27268-MGW

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**FIRST AMENDED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF CYBERCARE, INC. AND CYBERCARE TECHNOLOGIES, INC.  
AS PROPOSED BY CAST-CRETE CORPORATION**

David S. Jennis  
Florida Bar No. 775940  
Chad S. Bowen  
Florida Bar No. 0138290

**Jennis Bowen & Brundage, P.L.**  
400 N. Ashley Dr., Ste. 2540  
Tampa, FL 33602  
Telephone: (813) 229-1700  
Facsimile: (813) 229-1707  
Email: cbowen@jennisbowen.com

**COUNSEL FOR  
CAST-CRETE CORPORATION**

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Tampa, Florida

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**ARTICLE 1**  
**INTRODUCTION**

This First Amended Joint Chapter 11 Plan of Reorganization (the “Plan”) for CYBERCARE, INC. (“CyberCare”) and CYBERCARE TECHNOLOGIES, INC. (“CyberTech”) (collectively the “Debtors”) is proposed by CAST-CRETE CORPORATION (“Cast-Crete”) as plan proponent for the reorganization of the Debtors and the resolution of the outstanding Claims against and Equity Interests in the Debtors pursuant to the provisions of Chapter 11 of the Bankruptcy Code. Cast-Crete is the proponent of the Plan within the meaning of §1129 of the Bankruptcy Code. In addition, there may be other agreements, documents, and pleadings on file with the Bankruptcy Court that are referenced in the Plan and/or the First Amended Joint Disclosure Statement in connection with Joint Chapter 11 Plan of Reorganization for CyberCare, Inc. and CyberCare Technologies, Inc. as Proposed by Cast-Crete Corporation (the “Disclosure Statement”) and filed by Cast-Crete in connection with this Plan that are available for review.

Under §1125(b) of the Bankruptcy Code, a vote to accept cannot be solicited from the Holder of a Claim or Equity Interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Holders of Claims and Equity Interests. Reference is made to the Disclosure Statement for a discussion of the history of the Debtors, their businesses, results of operations, historical financial information, projections, and properties; and for a summary and analysis of the Plan. While Cast-Crete has proposed this Plan for both CyberCare and CyberTech, Claims against and Equity Interests in CyberCare and CyberTech are separately classified and the treatment

of Claims against and Equity Interests in CyberCare and CyberTech may be different. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

Subject to certain restrictions and requirements set forth in §1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions or modifications set forth in §13.1 of the Plan, the Cast-Crete expressly reserves the right to alter, amend, modify, revoke or withdraw the Plan, one or more times, prior to the Plan's substantial consummation.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THE PLAN AND IN THE ACCOMPANYING DISCLOSURE STATEMENT CONCERNING THE HISTORIES OF THE DEBTORS' BUSINESSES, THE PAST OR PRESENT FINANCIAL CONDITION OF THE DEBTORS, THE PROJECTIONS FOR THE FUTURE FINANCIAL PERFORMANCE OF THE DEBTORS, TRANSACTIONS TO WHICH THE DEBTORS WERE OR ARE PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS ARE ATTRIBUTABLE EITHER TO THE DEBTORS IN MATERIALS PREVIOUSLY FILED BY THE DEBTORS WITH THE BANKRUPTCY COURT OR BY CAST-CRETE AND ITS PROFESSIONALS IN CONNECTION WITH THE PREPARATION OF THE PLAN AND DISCLOSURE STATEMENT.

THE PLAN AND THE DISCLOSURE STATEMENT HAVE NOT BEEN REQUIRED TO BE PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING ANY SECURITIES OF CYBERCARE SHOULD EVALUATE THE PLAN AND THE DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSES FOR WHICH THEY WERE PREPARED.

**ARTICLE 2**  
**DEFINITIONS AND RULES CONSTRUCTION**

**2.1 General Provisions**

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form in the Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to the Plan as a whole and not any particular section, subsection, or clause contained in the Plan, unless the context requires otherwise. Whenever it appears appropriate from the context, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine, and the neuter gender. Any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

## 2.2 **Defined Terms**

In addition to such other terms as are defined in other sections of the Plan, the following terms (which appear in the Plan as capitalized terms) have the following meanings as used in the Plan:

2.2.1 **"Administrative Expense"** means (a) any cost or expense of administration of the Reorganization Cases that is allowed under §503(b) or 507(a)(1) of the Bankruptcy Code, that is not separately classified as a Professional Fee Claim or an Insider Administrative Expense Claim to the extent the party claiming any such Administrative Expense files an application, motion, request or other Bankruptcy Court-approved pleading seeking such expense in the Reorganization Cases on or before the applicable Administrative Expense Claims Bar Date, including all fees and charges assessed against the Estates under Chapter 123 of title 28, United States Code, 28 U.S.C. §§1911-1930; provided, however, that, when used in the Plan, the term "Administrative Expense" shall not include any Priority Tax Claim, any Disallowed Claim, or, unless otherwise expressly provided in the Plan, any of the Claims in Classes 1 through 10. In no event shall any Claim set out in a Proof of Claim be deemed to be an Administrative Expense.

2.2.2 **"Administrative Expense Claim"** means any Claim for the payment of an Administrative Expense.

2.2.3 **"Administrative Expense Claims Bar Date"** means the date established by the Bankruptcy Court or the Bankruptcy Rules as the deadline for the filing by any Creditor or other party in interest of an application, motion, request or other



Bankruptcy Court-approved pleading for allowance of any Administrative Expense Claim that arose or is deemed to have arisen on or after the Petition Date; provided, however, that (i) the Administrative Expense Claims Bar Date for the filing by any Professional of an application for any Administrative Expense Claim not yet filed as of the date of this Plan shall be determined in accordance with the provisions of the Plan setting forth the deadlines to file such applications, and (ii) to the extent the Bankruptcy Court has entered an order establishing a different deadline for a Creditor or other party in interest to file an Administrative Expense Claim, the date set forth in such order shall be deemed to be the Administrative Expense Claims Bar Date as to such Creditor or other party in interest. Holders of Administrative Expense Claims (including Holders of any Claims for Post-petition federal, state or local taxes) that do not file an application, motion, request or other Bankruptcy Court-approved pleading by the Administrative Expense Claims Bar Date shall be forever barred, estopped and enjoined from ever asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, any of their respective Properties or the Estate, and such Holders shall not be entitled to participate in any distribution under the Plan on account of any such Administrative Expense Claims.

2.2.4 **“Administrative Claim Fund”** means the funds available for payment of Allowed Administrative Expense Claims on the Effective Date which shall consist of all available Net Recoveries of Causes of Action held by the Debtors as of the Effective Date, any future Net Recoveries of Causes of Action due pursuant to any settlement approved as of the Effective Date and the portion of the Cast-Crete Plan Fund

not used for payment of the Claims of Judgment Lien Creditors pursuant to the Judgment Lien Creditor Compromise.

2.2.5 **“Allowed Amount”** means the dollar amount in which a Claim is allowed.

2.2.6 **“Allowed Claim”** means, with respect to a Claim, any such Claim to the extent that: (a) a proof or application for allowance of such Claim was timely and properly filed; (b) a proof or application for allowance of such Claim was deemed timely and properly filed under applicable law or by reason of a Final Order; and (c) such Claim has been allowed or deemed allowed pursuant to the entry of a Final Order by the Bankruptcy Court; and, in any such case, as to which no objection to the allowance thereof has been interposed on or before the Effective Date or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order of the Bankruptcy Court to the extent such objection is determined in favor of the respective Holder or as to which any such objection has been settled by the parties thereto to the extent the Claim has become liquidated and to the extent of all necessary approvals of such settlement by any governing tribunal. Unless otherwise specified herein or by order of the Bankruptcy Court, “Allowed Administrative Claim,” or “Allowed Claim,” shall not, for purposes of computation of distributions under the Plan, include interest on such Administrative Expense Claim or Interest from the Petition Date. Pursuant to Bankruptcy Rule 3003(c)(4), a filed Proof of Claim supersedes a related Scheduled Claim.

2.2.7 **“Allowed Class \_\_\_ Claim”** means an Allowed Claim in the particular Class described.

2.2.8 **“Allowed Equity Interest”** means any Equity Interest, or portion thereof, (a) which is registered as of the Record Date in a stock register that is maintained by CyberCare or the Transfer Agent and (b) which either (i) is not a Disputed Equity Interest or (ii) has been Allowed by a Final Order of the Bankruptcy Court.

2.2.9 **“Amended Articles”** means the articles of incorporation of the Reorganized Debtors, as amended and restated as of the Effective Date.

2.2.10 **“Amended Bylaws”** means the bylaws of the Reorganized Debtors, as amended and restated as of the Effective Date.

2.2.11 **“Assets”** means all assets of the Debtors, of any nature whatsoever, including claims of right, interests and property, real and personal, tangible and intangible.

2.2.12 **“Assumed Contracts”** has the meaning ascribed to such term in Article 7 of the Plan.

2.2.13 **“Avoidance Action”** means any action brought pursuant to §§544, 547, 548, 549, 550 or 553 of the Bankruptcy Code, by or on behalf of the Debtor(s) or Reorganized Debtor(s).

2.2.14 **“Ballot”** means the forms accompanying the Disclosure Statement upon which Holders of Impaired Claims or Impaired Equity Interests entitled to vote on this Plan shall indicate their acceptance or rejection of the Plan, in accordance with the Plan and the Voting Instructions.

2.2.15 **“Bankruptcy Code”** means Title 11 of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in §101, et seq., of Title 11 of the United States Code, and applicable portions of Titles 18 and 28 of the United States Code, as amended from time to time.

2.2.16 **“Bankruptcy Court”** means the United States Bankruptcy Court for the Middle District of Florida, Tampa Division.

2.2.17 **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Reorganization Case, promulgated under 28 U.S.C. §2075 and the Local Rules of the Bankruptcy Court.

2.2.18 **“Bar Date”** means the bar date(s) established by the Bankruptcy Court from time to time as the last day for filing Proofs of Claim against the Debtors, including with respect to executory contracts and unexpired leases that are rejected pursuant to the Plan, pursuant to a Final Order of the Bankruptcy Court or otherwise pursuant to §365 of the Bankruptcy Code, provided, however, that, when used in the Plan, the term "Bar Date" shall not include the Administrative Expense Claims Bar Date.

2.2.19 **“Business Day”** means any day other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

2.2.20 **“CC Fortune”** means CC Fortune Ventures, LLC.

2.2.21 **“Cash”** means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and other similar items.

2.2.22 **“Cast-Crete”** means Cast-Crete Corporation, its principals, and its affiliates.

2.2.23 **“Cast-Crete Equity Shares”** means the shares of New CyberCare Stock issued to Cast-Crete in exchange for the consideration described in this Plan.

2.2.24 **“Causes of Action”** means any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever, at law or in equity, held by the Debtors or their Estates, including, but not limited to Avoidance Actions. As the context may require, Causes of Action shall also mean the judgments, awards, proceeds, settlement payments and other recoveries that may be obtained on account of, or in compromise of, such Causes of Action.

2.2.25 **“Claim”** means a claim against one of the Debtors as such term is defined in §101(5) of the Bankruptcy Code, including, without limitation (a) any right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from the Debtors , whether or not such right to an equitable remedy is reduced to judgment, fixed, a Contingent Claim, matured, unmatured, disputed, undisputed, secured or unsecured.

2.2.26 **“Claim Holder”** or **“Claimant”** means the Holder of a Claim.

2.2.27 **“Class”** means one of the classes of Claims or Equity Interests established under Article 4 of the Plan pursuant to §1122 of the Bankruptcy Code.

2.2.28 **“Collateral”** means any property of the Estates subject to a Lien to secure, in whole or in part, payment or performance of a Claim, which Lien is not subject

to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

2.2.29 **“Collection Agent”** shall mean the person or persons responsible for the prosecution, settlement or disposition of any Retained Causes of Action following the Effective Date.

2.2.30 **“Common Stock”** means the common stock of CyberCare as of the Record Date.

2.2.31 **“Confirmation”** means the approval by the Bankruptcy Court of the Plan pursuant to §1129 of the Bankruptcy Code at the Confirmation Hearing.

2.2.32 **“Confirmation Date”** shall mean the date upon which the Confirmation Order is entered on the docket by the Clerk of the Bankruptcy Court.

2.2.33 **“Confirmation Hearing”** means the hearing which will be held before the Bankruptcy Court to consider Confirmation of the Plan and related matters pursuant to § 1128(a) of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

2.2.34 **“Confirmation Order”** means the Order of the Bankruptcy Court confirming the Plan.

2.2.35 **“Contingent Claim”** means any Claim for which a Proof of Claim was filed with the Bankruptcy Court, which was not filed in a sum certain, or that has not accrued and which is dependent upon a future event which may never occur.

2.2.36 **“Creditor”** means the Holder of a Claim, within the meaning of §101(10) of the Bankruptcy Code, including Secured Creditors, Unsecured Creditors, and Creditors with Administrative Expense Claims, Priority Tax Claims and Priority Claims.

2.2.37 **“Cure Claim”** means any Claim of any nature whatsoever, including any Claim for any cure payment, cost or other amount, if any, due and owing by the Debtors pursuant to §365(b) of the Bankruptcy Code or otherwise and any Claim for a default (monetary or non-monetary), arising from, relating to or in connection with the assumption by any of the Debtors of any Assumed Contract, in each case as timely filed by the Cure Claim Submission Deadline in connection with any motion to assume or any assumption under the Plan and as allowed by a Final Order of the Bankruptcy Court. In no event shall any Claim set out in a Proof of Claim be deemed to be a Cure Claim.

2.2.38 **“Cure Claim Submission Deadline”** means, and shall occur on the same day as, the Voting Deadline.

2.2.39 **“CyberCare”** means CyberCare, Inc.

2.2.40 **“CyberCare Equity Interests”** means the interests in CyberCare held by all Holders of Existing Common Stock, Existing Preferred Stock, Existing Stock Options and Existing Warrants, including any and all instruments for the acquisition of shares of Common Stock and/or Preferred Stock, and any and all rights to subscribe to or convert into shares of such securities.

2.2.41 **“CyberCare Unsecured Stock Pool Share”** means, for any particular Holder of an Allowed Class 8(A) Unsecured Claim against CyberCare, a number of shares of New CyberCare Stock equal to the number of shares in the Unsecured

CyberCare Stock Pool times a fraction, the numerator of which shall be the amount of the Allowed Claim of such Unsecured Claim holder and the denominator of which shall be the aggregate of all Allowed Class 8(A) Unsecured Claims, which Stock Pool Share shall then be rounded to the nearest whole number.

2.2.42 **“CyberCare Unsecured Stock Pool”** means an amount of the New CyberCare Stock equal to seventeen percent (17%) of the total amount of New CyberCare Stock to be issued and outstanding as of the Effective Date in accordance with the Plan.

2.2.43 **“CyberTech”** means CyberCare Technologies, Inc.

2.2.44 **“CyberTech Equity Interests”** means the interests held by Holders of CyberTech Common Stock.

2.2.45 **“CyberTech Unsecured Stock Pool”** means the total amount of Licensee Stock in the Licensee to be issued and outstanding as of the Effective Date of the Plan.

2.2.46 **“CyberTech Sub-License”** means any license agreement between the Licensee and Reorganized CyberTech under which the Licensee may license any Technology and Intellectual Property assigned to the Licensee by CyberTech under the Plan.

2.2.47 **“Debt”** has the meaning ascribed to such term in §101(12) of the Bankruptcy Code.

2.2.48 **“Debtors”** means CyberCare and CyberTech.



2.2.49 **“Debtors in Possession”** means the Debtors, when acting in the capacity of representatives of their Estates in the Reorganization Cases.

2.2.50 **“DIP Lender”** means Cast-Crete in its capacity as having provided post-petition financing to the Debtors pursuant to the DIP Financing Order.

2.2.51 **“DIP Financing Order”** means any interim or the final order granting Debtors’ Motion for Authority to Obtain Debtor in Possession Financing [Docket No. 116] and any amendments, extensions and modifications thereto.

2.2.52 **“DIP Indebtedness”** means the aggregate outstanding Post-Petition advances and claims incurred pursuant to the DIP Financing Order.

2.2.53 **“DIP Loan Claim Shares”** means an amount of New CyberCare Stock equal to eight percent (8%) of the total amount of New CyberCare Stock to be issued and outstanding as of the Effective Date in accordance with the Plan.

2.2.54 **“DIP Loan Claims”** means any and all Claims of Cast-Crete, in its capacity as DIP Lender represented by, relating to, or arising under or in connection with the DIP Financing Order, whether Administrative Claims or Secured Claims, including the DIP Indebtedness.

2.2.55 **“Disallowed Claim”** means any Claim which has been disallowed by an order of the Bankruptcy Court, which order has not been stayed pending appeal.

2.2.56 **“Disbursing Agent”** means one or both of the Reorganized Debtors in their capacities as the Entity to make distributions in accordance with the Plan or any other party appointed by Order of this Court to make such distributions.

2.2.57 **“Disclosure Statement”** means the Joint Disclosure Statement in Connection Joint Chapter 11 Plan for CyberCare, Inc. and CyberCare Technologies, Inc. Proposed by Cast-Crete Corporation (and all exhibits and schedules annexed thereto or referenced therein) that relate to the Plan, as such disclosure statement may be amended, modified or supplemented, and that has been approved pursuant to §1125 of the Bankruptcy Code by Order of the Bankruptcy Court and as such Disclosure Statement may be amended, supplemented, modified or amended and restated from time to time.

2.2.58 **“Disputed Claim”** means a Claim, respectively, as to which a proof of Claim has been filed or deemed filed and as to which an objection has been or may be timely filed by any party in interest entitled to do so, which objection, if timely filed, has not been withdrawn and has not been overruled or denied by a Final Order. Prior to the time that an objection has been or may be timely filed for the purposes of the Plan, a Claim shall be considered a Disputed Claim, respectively, (a) if the amount of the Claim specified in the filed proof of Claim or proof of Interest exceeds the amount of the Claim scheduled by a Debtor as other than disputed, contingent or unliquidated; (b) if the priority of the Claim specified in the filed proof of Claim is of a more senior priority than the priority of the Claim or Interest scheduled by a Debtor; (c) if the Claim or Interest has been Scheduled as disputed, contingent or unliquidated or as being in the amount of \$0.00; or (d) if the Claim has not been Scheduled.

2.2.59 **“Disputed Equity Interest”** means any Equity Interest which is not registered as of the Record Date in a stock register that is maintained by CyberCare, CyberTech or the Transfer Agent or as to which an objection has been or may be timely

filed or deemed filed under the Plan, the Bankruptcy Code, the Bankruptcy Rules or an order of the Bankruptcy Court and any such objection has not been (a) withdrawn, (b) overruled or denied by an order of the Bankruptcy Court, or (c) sustained by an order of the Bankruptcy Court.

2.2.60 **“Distribution Date”** means, when used with respect to an Allowed Administrative Expense Claim or an Allowed Priority Claim to be paid in Cash under the terms of this Plan, the date which is as soon as reasonably practicable (as determined by the Reorganized Debtors) after the later to occur of (a) the Effective Date and (b) the first Business Day after the date the order of the Bankruptcy Court allowing such Administrative Expense Claim, Priority Claim, or Allowed Unsecured Claim is entered on the Docket. "Distribution Date," when used with respect to an Allowed Unsecured Claim against CyberCare classified in Class 8(A) or with respect to an Allowed Unsecured Claim against CyberTech by Class 8(B), means the date selected for distribution of New CyberCare Stock to Holders of such Allowed Unsecured Claims in Class 8(A) or Class 8(B). “Distribution Date,” when used with respect to a CyberCare Equity Interest in Class 11, means the date selected for making distribution from the Equity Stock Pool to those Holders of Class 11 CyberCare Equity Interests entitled to distributions.

2.2.61 **“Dynamic Holdings”** means Dynamic Holdings, Ltd.

2.2.62 **“Effective Date”** means the first business day (i) on which all conditions to the consummation of the Plan have been satisfied or waived, and (ii) that is the date on which this Plan is consummated.

- 2.2.63 **“EncounterCare”** means EncounterCare Solutions, Inc.
- 2.2.64 **“Entity”** means an entity as defined in §101(15) of the Bankruptcy Code.
- 2.2.65 **“Equity Interest Holder”** means the Holder of an Equity Interest.
- 2.2.66 **“Equity Interests”** means the interests in CyberCare or CyberTech.
- 2.2.67 **“Equity Stock Pool Share”** means, for any particular Equity Security Holder of CyberCare, a number of shares of New CyberCare Stock equal to the number of shares in the Equity Stock Pool times a fraction, the numerator of which shall be the number of shares of Common Stock held by a holder of an Existing Equity Interests in CyberCare as of the Record Date divided by ten (10) and the denominator of which shall be the total number of outstanding shares of Existing Common Stock of CyberCare as of the Record Date divided by ten (10), which Equity Stock Pool Share shall then be rounded to the nearest whole number.
- 2.2.68 **“Equity Stock Pool”** means the New CyberCare Stock which will be distributed to Holders of Allowed Class 11 Equity Interests on account of such Allowed Chapter 11 CyberCare Equity Interests.
- 2.2.69 **“Estates”** means the estates created in a Reorganization Cases for each Debtor pursuant to §541 of the Bankruptcy Code.
- 2.2.70 **“Estimation Hearing”** means a hearing for the estimation of Claims under §502(c) of the Bankruptcy Code.

2.2.71 **“Existing Common Stock”** means the shares of Common Stock issued and outstanding. As used in the Plan, the term “Existing Common Stock” shall not include any shares of Common Stock held in treasury by CyberCare.

2.2.72 **“Existing Preferred Stock”** means any shares of Preferred Stock that may have been issued and outstanding.

2.2.73 **“Existing Stock Options”** means any options granted by CyberCare and outstanding to purchase shares of Common Stock and/or Preferred Stock.

2.2.74 **“Existing Warrants”** means any warrants to purchase or acquire any CyberCare Common Stock or any Preferred Stock issued and outstanding.

2.2.75 **“Exit Financing Agreement”** means any agreement between Cast-Crete and the Debtors or Reorganized Debtors to loan or otherwise advance the funds necessary to pay those Claims to be paid in Cash on the Effective Date and otherwise provide operating cash to Reorganized CyberCare.

2.2.76 **“Exit Financing Funds”** means funds advanced or agreed to be advanced to the Reorganized Debtors pursuant to the Exit Financing Agreement.

2.2.77 **“Final Decree”** means the decree contemplated under Bankruptcy Rule 3022 providing for the closing of the Reorganization Cases.

2.2.78 **“Final Order”** shall mean an order, judgment, ruling or other decree of the Bankruptcy Court or any other court of competent jurisdiction, which judgment, order or other decree (a) has not been reversed, stayed, modified or amended and as to which (i) the time to appeal, petition for certiorari or seek re-argument or rehearing has expired and (ii) no appeal, re-argument, petition for certiorari or rehearing is pending or

any right to appeal, reargue, petition for certiorari or seek rehearing has been waived in writing in a manner satisfactory to the Debtors ; or (b) if an appeal, re-argument, petition for certiorari or rehearing thereof has been denied, the time to take any further appeal or petition for certiorari or further re-argument or rehearing has expired.

2.2.79 **“Georgia Tech”** means Georgia Technology Research Center and the Medical College of Georgia.

2.2.80 **“Georgia Tech License”** means any and all licenses, agreements or other right to use any Intellectual Property granted by Georgia Tech to CyberCare or CyberTech as of the Petition Date.

2.2.81 **“Holder”** means (a) as to any Claim, (i) the owner or holder of such Claim as such is reflected on the Proof of Claim filed with respect to such Claim, or (ii) if no Proof of Claim has been filed with respect to such Claim, the owner or holder of such Claim as shown on the Schedules or books and records of the Debtors or as otherwise determined by order of the Bankruptcy Court, or (iii) if the owner or holder of such Claim has transferred the Claim to a third party and advised the Debtors or the Reorganized Debtors, as the case may be, in writing of such transfer and provided sufficient written evidence of such transfer, the transferee; and (b) as to any Equity Interest, the record owner or holder of such Equity Interest as of the Record Date as shown on the stock register that is maintained by CyberCare or the Transfer Agent, as the case may be, or as otherwise determined by order of the Bankruptcy Court.

2.2.82 **“Impaired”** means any Claim or Equity Interest that is impaired as defined in §1124 of the Bankruptcy Code.

2.2.83 **“Impaired Class”** means any Classes 3 through 11 as set forth in Article 5 of the Plan which are Impaired under the Plan.

2.2.84 **“Impaired Creditors”** means the Holder of a Claim in an Impaired Class.

2.2.85 **“Insider”** means an insider of the Debtors, as defined in §101(31) of the Bankruptcy Code.

2.2.86 **“Insider Administrative Expense Claim”** means any cost, expense, wage, salary commission, right of reimbursement or other right to remuneration that may be asserted by any Insider of the Debtors for any services rendered or expenses incurred on or after the Petition Date, to the extent allowed by the Bankruptcy Court upon application or motion and after notice and hearing.

2.2.87 **“Insider Administrative Stock Pool”** means an amount of New CyberCare Stock equal to five percent (5%) of the total amount of New CyberCare Stock to be issued and outstanding as of the Effective Date.

2.2.88 **“Intellectual Property”** means intellectual property as defined in §101(35A) of the Bankruptcy Code and shall include any interest in any patents, licenses, sublicenses, copyrights, trademarks, trade secrets, inventions, processes, designs, patent applications and works of authorship protected under applicable law.

2.2.89 **“Intercompany Claims”** means any and all Claims that one Debtor holds against another Debtor.

2.2.90 **“Judgment Lien Creditors”** means those creditors who assert a Secured Claim against one or both of the Debtors by virtue of a non-appealable final

judgment against the Debtor(s) to the extent such Creditor has filed a proper judgment lien certificate with the Judgment Registry of the State of Florida or otherwise perfected such judgment lien under applicable law.

2.2.91 **“Judgment Lien Creditors Compromise”** means the compromise set forth in Article 5, Paragraph 5.8.3 of this Plan. Resolving disputes relating to (a) the extent, validity, and priority of the liens of the Judgment Lien Creditors in any Net Recoveries of Causes of Action; (b) the subordination of the Judgment Lien Claim of A. Razzak Tai, M.D.; and (c) the Claims of International Business Machines Corporation to the Outreach Proceeds shall be compromised and satisfied through the distribution of the Judgment Lien Creditor Settlement Fund.

2.2.92 **“Judgment Lien Creditors Settlement Fund”** means that portion of the Cast-Crete Plan Fund to be used for the payment of the Secured Claims of Judgment Lien Creditors of CyberCare.

2.2.93 **“Liabilities”** means any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness of any and every kind and nature whatsoever, whether heretofore, now or hereafter owing, arising, due or payable, direct or indirect, absolute or contingent, liquidated or unliquidated, known or unknown, foreseen or unforeseen, in law, equity or otherwise, of or relating to the Debtors, predecessor, successor or assign thereof, or otherwise based in whole or in part upon any act or omission, transaction, event or other occurrence taking place prior to the Effective Date in any way relating to the Debtors, predecessor, successor or assign thereof, any other assets of the Debtors, the businesses or operations of the Debtors, the Reorganization



Cases, or the Plan, including any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness based in whole or in part upon any Claim of or relating to successor liability, transferee liability, or other similar theory; provided, however, that, when used in the Plan, the term "Liabilities" shall not include any obligation of the Reorganized Debtors expressly set forth in the Plan.

2.2.94 **“Licensee”** means the Entity to be created for the purposes of ownership and commercialization of the Technology and Intellectual Property.

2.2.95 **“Licensee Stock”** shall mean all of the common stock of the Licensee to be issued and outstanding as of the Effective Date of the Plan.

2.2.96 **“Lien”** shall have the meaning set forth in §101(37) of the Bankruptcy Code.

2.2.97 **“Local Rules”** means the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Reorganization Cases.

2.2.98 **“Manford Investments”** means Manford Investments, LLC.

2.2.99 **“Manford Notes”** means those promissory notes dated September 15, 2000 and June 27, 2001 in the original principal amounts of \$360,000.00 and \$900,000.00 respectively.

2.2.100 **“Net Recoveries of Causes of Action”** shall mean the proceeds or recovery of or from any Causes of Action after reimbursement of all costs of prosecution advanced by the Reorganized Debtors or DIP Lender as described herein.

2.2.101 **“New CyberCare Stock” or “New Stock”** means the shares of common stock of the Reorganized CyberCare authorized and issued pursuant to this Plan and authorized under the Amended Articles and Amended Bylaws and issued and outstanding from time to time on or after the Effective Date.

2.2.102 **“Outreach Note”** means the note payable by Outreach Senior Healthcare, Inc to CyberCare.

2.2.103 **“Outreach Proceeds”** means funds received on account of the Outreach Note to be paid to C.C. Fortune pursuant to the Outreach Stay Relief Order.

2.2.104 **“Outreach Stay Relief Order”** means the Order on International Business Machine Corporation’s Motion for Relief from the Automatic Stay [Docket No. 109] which granted C.C. Fortune and International Business Machine Corporation relief from the automatic stay to pursue their respective interests in the Outreach Note.

2.2.105 **“Person”** means any individual, corporation, general partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, business trust, governmental unit, creditors committee or other entity.

2.2.106 **“Petition Date”** means October 13, 2005.

2.2.107 **“Plan”** means this First Amended Joint Chapter 11 Plan of Reorganization of CyberCare, Inc. and CyberCare Technologies, Inc., as proposed by Cast-Crete, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Plan, the Bankruptcy Code and the Bankruptcy Rules and all exhibits to the Plan.

2.2.108 **“Plan Account”** means the account(s) into which the Cast-Crete Plan Fund shall be deposited pursuant to §6.7 of the Plan.

2.2.109 **“Cast-Crete Plan Fund”** means the funds in the amount of \$200,000.00 to be deposited into the Plan Account by or at the direction of Cast-Crete to fund the Cash payments to be made to Judgment Lien Creditors of CyberCare and on account of Allowed Administrative Claims.

2.2.110 **“Post-petition”** means arising or accruing on or after the Petition Date and before the Effective Date.

2.2.111 **“Prepetition”** means arising or occurring prior to the Petition Date.

2.2.112 **“Preferred Stock”** means any preferred stock of CyberCare.

2.2.113 **“Priority Claim”** means a Claim entitled to priority under §507 of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

2.2.114 **“Priority Tax Claim”** means a Claim entitled to priority in payment pursuant to §507(a)(8) of the Bankruptcy Code.

2.2.115 **“Professional”** means a person retained or to be compensated pursuant to §§326, 327, 328, 330, 503(b)(2) or (4), 1103 or 1107(b) of the Bankruptcy Code.

2.2.116 **“Professional Fee Claim”** means those fees and expenses claimed by Professionals retained by the Debtors through a Bankruptcy Court order pursuant to §§330, 331 and/or 503 of the Bankruptcy Code, and unpaid as of the Confirmation Date, but not including any subrogation or contribution claim arising from any Persons

payment of any fees and expenses to a Professional other than from property of the Estates.

2.2.117 **“Proof of Claim”** means a proof of claim filed with the Bankruptcy Court with respect to the Debtors pursuant to Bankruptcy Rule 3001, 3002 or 3003.

2.2.118 **“Pro Rata” or “Pro Rata Share”** means, with respect to any distribution under the Plan to the Holder of an Allowed Claim or Interest in a particular Class or otherwise, a fraction, the numerator of which shall be the amount of such Holder's Allowed Claim and the denominator of which shall be the sum of all Allowed Claims and all Reserved Claims in such Class and, if applicable, other Classes, all determined as of the applicable Distribution Date.

2.2.119 **“Record Date”** means the date fixed by the Bankruptcy Court, which, pursuant to Bankruptcy Rule 3018(a), shall be the date on which ownership of the Classes 11 CyberCare Equity Interests shall be fixed for the purpose of voting on acceptance or rejection of the Plan by the Holders of the Class 11 CyberCare Equity Interests and for distribution of New Stock on account of such Equity Interests as well as the date to determine which Holders of Equity Interests shall be entitled to receive distributions under the Plan.

2.2.120 **“Rejected Contracts”** has the meaning ascribed to such term in Article 8 of the Plan.

2.2.121 **“Reorganization Cases”** means the cases currently pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code for the Debtors and presently bear Case Nos. 05-27268-MGW and 05-27331-MGW.

2.2.122 **“Reorganized Debtors”** means Reorganized CyberCare or Reorganized CyberTech, as the case may be, following the occurrence of the Effective Date, including any successor thereto by merger, consolidation or otherwise.

2.2.123 **“Reserved Claims”** means all Disputed Claims as of the applicable determination date in the full amount listed in the Schedules, unless a Proof of Claim was timely filed with respect to such Claim, in which case in the face amount of such Proof of Claim, or unless such Claim has been estimated by the Bankruptcy Court for the purpose of allowance pursuant to §502(c) of the Bankruptcy Code, in which case in such estimated amount. Unless any order of the Bankruptcy Court estimating a Claim provides otherwise, the amount so estimated shall apply both for voting purposes and for purposes of computing Reserved Claims. As used in the Plan, the term "Reserved Claims" shall not include any Disallowed Claims.

2.2.124 **“Retained Causes of Action”** means any Causes of Action not otherwise surrendered to Judgment Lien Creditors as provided herein.

2.2.125 **“Schedules” or “Schedules of Assets and Liabilities”** means the Schedule of Assets and Liabilities filed by the respective Debtors pursuant to Bankruptcy Rule 1007, as the same have been or may be amended or supplemented from time to time prior to the Effective Date.

2.2.126 **“Secured Claim”** means any Claim, including interest, fees and charges to the extent allowable pursuant to §506(b) of the Bankruptcy Code, that is secured by a Lien on Collateral in which the Estates have an interest, or that is subject to set-off under §553 of the Bankruptcy Code, to the extent of the value of such Collateral,

or to the extent of the amount subject to set-off, as applicable, as determined in accordance with §506(a) and, if applicable, §1129(b)(2)(a)(i)(II), of the Bankruptcy Code.

2.2.127 **“Secured Creditor”** means any Creditor holding a Secured Claim.

2.2.128 **“Security”** has the meaning ascribed to such term in §101(49) of the Bankruptcy Code.

2.2.129 **“Securities Act”** means the Securities Act of 1933, as it has been or may be amended from time to time, and the rules and regulations promulgated thereunder.

2.2.130 **“Subordinated Securities Claim”** means a Claim subject to subordination under §510(b) of the Bankruptcy Code, including any Claim that arises from the rescission of a purchase or sale of a Security of CyberCare (including the Existing Common Stock), or for damages arising from the purchase or sale of such a Security, or for reimbursement, indemnification, or contribution allowed under §502 of the Bankruptcy Code on account of such Claim.

2.2.131 **“Superpriority Claim”** means any Claim created by a Final Order of the Bankruptcy Court providing for a priority senior to that provided in §507(a)(1) of the Bankruptcy Code, including any such Claims granted under §§364(c)(1) and 365 of the Bankruptcy Code.

2.2.132 **“Suspension Period”** means the period in which CyberCare cannot register its Common Stock as more fully described herein.

2.2.133 **“Tang”** means Tony Tang.

2.2.134 **“Tang Entities”** means Angela Sabella, CC Fortune, Dynamic Holdings, Manford Investments, Tang and View Far.

2.2.135 **“Tax Lien Claims”** means Claims against the Debtors for taxes owed by the Debtors, which are secured by a valid, perfected and unavoidable Lien on any of the Debtors’ real or personal property.

2.2.136 **“Technology”** means the Intellectual Property owned by or licensed to either of the Debtors.

2.2.137 **“Transfer Agent”** means Corporate Stock Transfer located at 3200 Cherry Creek Drive South, Suite 430, Denver, CO 80209, or other person designed to process or record transfers of Common Stock or Preferred Stock of CyberCare or any New Stock issued pursuant to this Plan.

2.2.138 **“Unimpaired”** means a Claim that is unimpaired within the meaning of §1126 of the Bankruptcy Code.

2.2.139 **“United States Trustee”** means the Office of the United States Trustee for the Middle District of Florida, Tampa Division.

2.2.140 **“Unsecured Claim”** means a Claim against a Debtor that is not an Administrative Claim, Priority Tax Claim, Secured Claim, or Priority Claim, including (a) any Claim arising from the rejection of an executory contract or unexpired lease under §365 of the Bankruptcy Code, (b) any portion of a Claim to the extent the value of the Creditor's interest in the Estate's interest in the Collateral securing such Claim is less than the amount of the Allowed Claim, or to the extent that the amount of the Claim subject to setoff is less than the amount of the Allowed Claim, as determined pursuant to §506(a) of

the Bankruptcy Code, but excluding any Claim designated as an Unsecured Claim elsewhere in the Plan.

2.2.141 **“Unsecured Creditor”** means any Creditor holding an Unsecured Claim.

2.2.142 **“United States Trustee”** means the Office of the United States Trustee for the Middle District of Florida, Tampa Division.

2.2.143 **“View Far”** means View Far Management, Ltd.

2.2.144 **“Voting Deadline”** means the last day to file a Ballot accepting or rejecting the Plan as fixed by the Disclosure Statement Approval Order.

2.2.145 **“Voting Instructions”** means the instructions for voting on the Plan contained in the section of the Disclosure Statement entitled “VOTING PROCEDURES.”

### 2.3 **Interpretation, Rules of Construction, Computation of Time, and Choice of Law**

2.3.1 The provisions of the Plan and of any contract, instrument or other agreement or document created in connection with the Plan, as an adjunct or supplement thereto, or required thereby, shall control over any descriptions thereof contained in the Disclosure Statement.

2.3.2 The provisions of the Plan shall control over the provisions of any contract, instrument or other agreement or document, other than the Confirmation Order, created in connection with the Plan, as an adjunct or supplement thereto, or required thereby.



2.3.3 Any reference in the Plan to a contract, document, instrument, release, certificate, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions.

2.3.4 Any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been amended, modified or supplemented as of the Effective Date.

2.3.5 All exhibits to the Plan are incorporated into the Plan and shall be deemed to be included in the Plan.

2.3.6 In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

2.3.7 Subject to the provisions of any contract, certificate, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules.

**ARTICLE 3**  
**TREATMENT OF ALLOWED ADMINISTRATIVE**  
**CLAIMS AND ALLOWED PRIORITY TAX CLAIMS**

As provided in §1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims against either of the Debtors are not classified for the purposes of voting on or receiving distributions under this Plan. All such Claims, including the DIP

Loan Claims, Insider Administrative Claims and Professional Fee Claims are instead treated separately upon the terms set forth in this Article.

3.1 **Administrative Claims**

3.1.1 **In General**

All Allowed Administrative Claims against the Debtors, unless other treatment of such Administrative Claim is described in §§3.1.2, 3.1.3, and 3.1.4 of this Plan, shall be paid in Cash, from the Administrative Claims Fund or in such other consideration as may be agreed upon between the Holder of such Administrative Claim and the Debtors, in such amounts as are Allowed by the Bankruptcy Court upon the later of (i) the Effective Date, (ii) the date upon which there is a Final Order allowing such Claim as an Administrative Claim, or (iii) any other date specified in such order, or as may be agreed upon between the Holder of such Administrative Claim and the Reorganized Debtors or Cast-Crete. Such Administrative Claims shall include all fees due to the United States Trustee pursuant to 28 U.S.C. §1930.

3.1.2 **Professional Compensation and Expense Reimbursement Claims**

Except as otherwise provided herein, or by order of the Bankruptcy Court, all Persons seeking an award by the Bankruptcy Court of a Professional Fee Claim through and including the Effective Date under §§503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code, (a) shall file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date within thirty (30) days of the Effective Date, and (b) if granted such an award by the Bankruptcy Court, shall be paid from the Administrative Claim Fund (i) on

the date such Administrative Claim becomes an Allowed Administrative Claim or (ii) upon such other terms as may be mutually agreed upon between such holder of an Allowed Administrative Claim and the Reorganized Debtors or Cast-Crete. Parties-in-interest shall have thirty (30) days after the filing of a final fee application to object to such fee application. All Professional Fees Claims for services rendered in connection with the Chapter 11 Cases and this Plan after the Effective Date, including, without limitation, those relating to the occurrence of the Effective Date, the prosecution of Causes of Action preserved hereunder and the resolution of Disputed Claims, shall be paid by the Reorganized Debtors upon receipt of an invoice therefore, or on such other terms as the Reorganized Debtors may agree to, without the need for further Bankruptcy Court authorization or entry of a Final Order.

3.1.3 **Administrative Claims of the DIP Lender**

3.1.3.1 On the Effective Date, all outstanding obligations of the Debtors to the DIP Lender on account of the DIP Loan and the DIP Loan Claims shall be fully and finally satisfied through the issuance by the Reorganized CyberCare of the DIP Loan Claim Shares, which shall be equal to eight percent (8%) of the total amount of New Stock to be issued under the Plan, to the Equity Stock Pool. Upon deposit of such New Stock any Liens that secure the DIP Loan shall be deemed to be extinguished, satisfied and released.

3.1.3.2 In the event that the transfer of the DIP Loan Claim Shares to the Equity Stock Pool is not approved by the Bankruptcy Court, the DIP Loan Claim Shares that would otherwise be deposited in the Stock Equity Pool would be issued to the

DIP Lender. Upon receipt of such DIP Loan Claim Shares, the DIP Loan Claims shall be fully and finally satisfied and any Liens that secured the DIP Loan shall be deemed to be extinguished, satisfied and released.

#### 3.1.4 **United States Trustee's Claims**

Any amounts owed to the United States Trustee that are unpaid as of the Effective Date will be paid in Cash from the Administrative Claim Fund on the Effective Date. Following the Effective Date, the Reorganized Debtors shall be responsible for any such fees required pursuant to 28 U.S.C. §1930(a)(6) arising or accruing from distributions made by the Reorganized Debtors under the Plan. The Confirmation Order shall include appropriate language addressing the responsibility for payment of fees required to be paid to the United States Trustee pursuant to 28 U.S.C. §1930(a)(6) resulting from disbursements made by the Reorganized Debtors in connection with their business operations following the Effective Date. All such payments to the United States Trustee shall be in the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) based upon the applicable disbursements for the relevant post-confirmation periods and shall be made within the time period set forth in 28 U.S.C. §1930(a)(6), until the earlier of (i) the closing of the Reorganization Cases, or (ii) the entry of an order by the Bankruptcy Court dismissing the Reorganization Cases or converting the Reorganization Cases to another chapter under the Bankruptcy Code.

#### 3.2 **Priority Tax Claims**

Each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtors deferred Cash payments, over a period not exceeding six (6) years after the date

of assessment of such Allowed Priority Tax Claim, of a value, as of the Effective Date, equal to the Allowed Amount of its Priority Tax Claim, in accordance with §1129(a)(9)(C) of the Bankruptcy Code. Such deferred Cash payments shall be made in monthly or quarterly installments by the Reorganized Debtors, commencing one hundred twenty (120) days after the Effective Date. Holders of Allowed Priority Tax Claims shall receive interest on account of their Allowed Priority Tax Claims at the rate established for delinquent tax obligations pursuant to 26 U.S.C. §6621. Notwithstanding the above, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the Debtors or the Reorganized Debtors, as the case may be.

**ARTICLE 4**  
**CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

4.1 **Summary**

Claims and Equity Interests (other than Allowed Administrative Claims and Allowed Priority Tax Claims) are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan and pursuant to §§1122 and 1123(a)(1) of the Bankruptcy Code as set forth below. A Claim or Equity Interest (a) is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class, and (b) is classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise

settled prior to the Effective Date. The classification of Claims and Equity Interests pursuant to this Plan is as follows:

4.2 **Class 1: Priority Claims**

4.2.1 Class 1(A) shall consist of all Priority Claims against CyberCare.

4.2.2 Class 1(B) shall consist of all Priority Claims against CyberTech.

4.3 **Class 2: Tax Lien Claims**

4.3.1 Class 2(A) shall consist of all Tax Lien Claims against CyberCare.

4.3.2 Class 2(B) shall consist of all Tax Lien Claims against CyberTech.

4.4 **Class 3: Secured Claim of DIP Lender**

Class 3 shall consist of all Secured Claims of the DIP Lender represented by, related to, arising under or in connection with the DIP Indebtedness and/or DIP Loan Claims to the extent secured by the assets of the Debtors pursuant to the DIP Financing Order.

4.5 **Class 4: Secured Claim of CC Fortune**

Class 4 shall consist of all Secured Claims of CC Fortune against CyberCare and shall consist of the following subclasses:

4.5.1 **Class 4(A): CC Fortune Secured Stock Claim**

Class 4(A) shall consist of the Allowed Secured Claim of CC Fortune evidenced by a promissory note dated August 14, 2002, in the original principal amount of \$2,000,000 as secured by a validly perfected pledge of the issued and outstanding stock of CyberTech.

4.5.2 **Class 4(B): CC Fortune Secured Outreach Note Claim**

Class 4(B) shall be the Secured Claim of CC Fortune to the extent secured by the Outreach Note or Outreach Proceeds.

4.5.3 **Class 4(C): All other Secured Claims of CC Fortune**

Class 4(C) shall consist of all other Secured Claims of CC Fortune filed or scheduled as Secured Claims.

4.6 **Class 5: Secured Claim of Dynamic Holdings**

Class 5 shall consist of all Secured Claims of Dynamic Holdings filed or scheduled as Secured Claims.

4.7 **Class 6: Secured Claim of Manford Investments**

Class 6 shall consist of all Secured Claims of Manford Investments against CyberCare and shall consist of the following subclasses:

4.7.1 **Class 6(A): Manford Investments Setoff Claim**

Class 6(A) shall consist of rights of setoff with respect to the Manford Notes.

4.7.2 **Class 6(B): Manford Investments Secured Claim**

Class 6(B) shall consist of all other Secured Claims of Manford Investments filed or scheduled as Secured Claims.

4.8 **Class 7: Secured Claims of Judgment Lien Creditors**

4.8.1 Class 7(A) shall consist of the Secured Claims of those Judgment Lien Creditors who have asserted Secured Claims against CyberCare based on valid judgment

liens that were properly perfected by the filing of a Judgment Lien Certificate with the State of Florida against CyberCare and shall consist of the following subclasses:

- 4.8.1.1 A. Razzak Tai, M.D.
- 4.8.1.2 Associated Global Technologies
- 4.8.1.3 Phoenix Leasing, Inc.
- 4.8.1.4 International Business Machines Corp.
- 4.8.1.5 Rodger Hochman

4.8.2 Class 7(B) shall consist of the Secured Claims of those Judgment Lien Creditors who have asserted Secured Claims against CyberTech based on valid judgment liens that were properly perfected by the filing of a Judgment Lien Certificate with the State of Florida against CyberTech and shall consist of the following subclasses:

- 4.8.2.1 Associated Global Systems
- 4.8.2.2 International Business Machines Corp.

4.9 **Class 8: Unsecured Claims**

4.9.1 Class 8(A) shall consist of all Unsecured Claims against CyberCare not otherwise separately classified under the Plan.

4.9.2 Class 8(B) shall consist of all Unsecured Claims against CyberTech not otherwise classified under the Plan.

4.10 **Class 9: Unsecured Claim of Cast-Crete**

Class 9 shall consist of all Unsecured Claims of Cast-Crete against CyberCare.

4.11 **Class 10: Intercompany Claims**

Class 10 shall consist of all Intercompany Claims.



4.12 **Class 11: CyberCare Equity Interests**

Class 11 shall consist of Equity Interests in CyberCare, including any Subordinated Securities Claims.

4.13 **Class 12: CyberTech Equity Interests**

Class 12 shall consist of the Equity Interests in CyberTech held by CyberCare.

**ARTICLE 5**  
**TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

Claims and Equity Interests shall be treated under the Plan in the manner set forth in this Article 5. Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests.

5.1 **Unclassified Claims**

Allowed Administrative Expense Claims, including DIP Loan Claims, and Allowed Priority Tax Claims shall receive the treatment set forth in Article 3 of the Plan.

5.2 **Class 1: Priority Claims**

5.2.1 Classes 1(A) and 1(B) consist of all Priority Claims.

5.2.2 Each Holder of an Allowed Priority Claim in Classes 1(A) and 1(B) shall be paid (a) on the Distribution Date, an amount, in Cash, by the Reorganized Debtors equal to the Allowed Amount of its Priority Claim, in accordance with §1129(a)(9)(B) of the Bankruptcy Code, (b) under such other terms as may be agreed upon by both the

Holder of such Allowed Priority Claim and the Debtors or the Reorganized Debtors, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

5.2.3 Class 1 is Unimpaired.

5.3 **Class 2: Tax Lien Claims**

5.3.1 Classes 2(A) and 2(B) consist of all Tax Lien Claims.

5.3.2 Each Holder of an Allowed Tax Lien Claim in Classes 2(A) and 2(B) shall (i) be paid (a) on the Distribution Date, an amount in Cash by the Reorganized Debtors equal to the Allowed Amount of its Tax Lien Claim, (b) under such terms as may be agreed upon by the Holder of such Allowed Tax Lien claim and the Debtors or the Reorganized Debtors, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court; or (ii) shall receive so much of property encumbered by such Tax Lien Claim up to the value of such Tax Lien Claim in full satisfaction of such Tax Lien Claim.

5.3.3 Class 2 is Unimpaired.

5.4 **Class 3: Secured Claim of the DIP Lender**

5.4.1 Class 3 shall consist of the Secured Claims of the DIP Lender.

5.4.2 The DIP Lender shall retain its lien on and security interests in the assets of the Reorganized Debtors until all DIP Loan Claims are satisfied through the issuance of New Stock as provided in Article 3 of this Plan.

5.4.3 Class 3 is Impaired.

5.5 **Class 4: Secured Claims of CC Fortune**

Claim Secured by CyberTech Equity Interests. The stock of CyberTech securing the Allowed Class 4(A) Secured Claim of CC Fortune evidenced by a promissory note dated August 14, 2002 in the amount of \$2,000,000.00 shall be cancelled and the entire amount of CC Fortune's Allowed Class 4(A) Claim, after crediting any amounts received by CC Fortune as a Holder of the Class 4(B) Claim against CyberCare or the Class 8(B) Unsecured Claim against CyberTech shall be treated as a Class 8(A) Unsecured Claim and satisfied through the Pro Rata distribution of New CyberCare Stock as provided in Section 5.9.1 of this Plan.

5.5.1 The Allowed Class 4(B) Secured Claim of the Tang Entities against the Debtors secured by the Outreach Note shall be satisfied from the Outreach Proceeds. CC Fortune shall retain its Liens on the Outreach Note on account of its Allowed Class 4(B) Secured Claim of CC Fortune until paid from the Outreach Proceeds in accordance with the terms of the Outreach Stay Relief Order.

5.5.2 The remainder of the Allowed Claims of CC Fortune shall be treated as a Class 8(A) Unsecured Claim entitled to a Pro Rata Share of the Unsecured Stock Pool under §5.9 of this Plan after crediting (a) any of the Outreach Proceeds received by CC Fortune and (b) the value of any distribution received by CC Fortune as a Class 8(B) Unsecured Creditor of CyberTech.

5.5.3 Class 4 is Impaired.

5.6 **Class 5: Secured Claim of Dynamic Holdings**

5.6.1 Class 5 shall consist of all Secured Claims of Dynamic Holdings.

5.6.2 Dynamic Holdings shall not receive any distribution on account of its Class 5 Secured Claim. The entire amount of Dynamic Holding's Allowed Claims against CyberCare, after crediting any amounts received by Dynamic Holding as a Holder of a Class 8(B) Unsecured Claim against CyberTech, shall be treated as a Class 8(A) Unsecured Claim entitled to a Pro Rata Share of the Unsecured Creditor Stock Pool to be distributed on account of such Allowed Unsecured Claim under §5.9 of this Plan.

5.6.3 Class 5 is Impaired.

5.7 **Class 6: Secured Claim of Manford Investments**

5.7.1 Class 6 shall consist of all Secured Claims of Manford Investments.

5.7.2 The Allowed Class 6(A) Secured Claim of Manford Investments shall be deemed satisfied by Manford Investments' setoff of any and all amounts owed by Manford Investments to CyberCare pursuant to the Manford Notes, such that neither Manford Investments nor any of the other Tang Entities shall have liability to the Debtors on account of the Manford Notes, pursuant to §§506(a) and 553 of the Bankruptcy Code.

5.7.3 The remainder of Manford Investments Allowed Claim against CyberCare after crediting (a) any amounts received on account of its Allowed Class 6(A) Claim and (b) the value of any distribution received by Manford Investments as a Class 8(B) Unsecured Creditor of CyberTech shall be treated as a Class 8(A) Unsecured Claim.

5.7.4 Class 6 is Impaired.

5.8 **Class 7: Judgment Lien Creditors**

5.8.1 Class 7(A) consists of all Claims of Judgment Lien Creditors against CyberCare set forth in Sections 4.8.1 through 4.8.2.

5.8.2 **Judgment Lien Creditor Compromise.** All disputes relating to (a) the extent, validity, and priority of the liens of the Judgment Lien Creditors in any Net Recoveries of Causes of Action or Causes of Action; (b) the subordination of the Judgment Lien Claim of A. Razzak Tai, M.D.; and (c) the Claims of International Business Machines Corporation to the Outreach Proceeds shall be compromised and satisfied through the distribution of the Judgment Lien Creditor Settlement Fund as provided in Section 5.8.3. Upon distribution of the Judgment Lien Creditor Fund as provided in Section 5.8.3., all personal property of CyberCare, including all Causes of Action or Net Recoveries of Causes of Action shall revert in Reorganized CyberCare free and clear of all Claims or Liens of Judgment Lien Creditors. Except as otherwise agreed or provided in this Plan, the remaining amount of an Allowed Claim of a Judgment Lien Creditor, after crediting the payments made pursuant to Section 5.8.3 below shall be treated as a Class 8(A) Unsecured Claim, provided that all rights to distribution on account of the Class 8(A) Unsecured Claim of Judgment Lien Creditor International Business Machines Corporation, shall be assigned to Cast-Crete.

5.8.3 The Class 7(A) Claims of the Judgment Lien Creditors of CyberCare shall be satisfied from the Judgment Lien Creditor Fund as follows:

5.8.3.1 \$30,000.00 paid to A. Razzak Tai, M.D.;

5.8.3.2 \$1,542.50 to Associated Global Technologies;

5.8.3.3 \$60,000.00 to Phoenix Leasing, Inc.; and

5.8.3.4 \$75,000.00 to International Business Machines Corporation

5.8.4 Class 7(B) consists of all Claims of Judgment Lien Creditors against CyberTech set forth in Class 4.8.2. The Class 7(B) Judgment Lien Creditors shall receive the indubitable equivalent of such Allowed Class 7(B) Secured Claim through the surrender of the Collateral securing such Judgment Lien Claim in accordance with the priority of such respective Judgment Lien, all as may be determined by the Bankruptcy Court or agreement of the Debtors and such Judgment Lien Creditor(s).

5.8.5 Except as otherwise provided, Judgment Lien Creditors shall be entitled to participate in distributions to Holders of General Unsecured Class 8(A) Claims from the Plan Fund and distributions to Holders of General Unsecured Class 8(B) Claims to the extent of their Allowed Judgment Lien Creditor Claim. Upon receipt of the payment from the Judgment Lien Creditor Fund as provided in Section 5.8.3.4 of the Plan, International Business Machines Corporation shall assign all rights to distribution on account of its General Unsecured Claim to Cast-Crete. A Judgment Lien Creditor shall not be entitled to any further distributions if its Allowed Class 7(A) Secured Claim or its Allowed Class 7(B) Secured Claim has been paid in full.

5.8.6 Classes 7(A) and 7(B) are Impaired.

## 5.9 **Class 8: General Unsecured Claims**

5.9.1 Class 8(A)

5.9.1.1 Class 8(A) shall consist of all Allowed Unsecured Claims asserted against CyberCare, other than the Class 9 Unsecured Claims of Cast-Crete, including all claims of the Tang Entities against CyberCare, other than the Class 4(B) Secured Claims of CC Fortune.

5.9.1.2 Holders of Allowed Class 8(A) Unsecured Claims against CyberCare shall receive in satisfaction of such Claim a Pro Rata distribution shares of New Cyber Stock from the CyberCare Unsecured Stock Pool Share.

5.9.1.3 Class 8(A) is Impaired.

5.9.2 Class 8(B)

5.9.1.4 Class 8(B) shall consist of Allowed Unsecured Claims asserted against CyberTech.

5.9.1.5 All Allowed Unsecured Claims against CyberTech shall receive a Pro Rata Distribution of shares of Licensee Stock from the CyberTech Stock Pool.

5.9.1.6 Class 8(B) is Impaired.

5.10 **Class 9: Unsecured Claim of Cast-Crete**

5.10.1 Class 9 shall consist of the Allowed General Unsecured Claims of Cast-Crete.

5.10.2 In satisfaction of its Allowed Unsecured Claims against CyberCare, Cast-Crete shall receive all of the equity interests in the Reorganized CyberTech, to be issued under this Plan as of the Effective Date, free and clear of any claims, liens, interests and encumbrances of any Creditor or Interest Holder of the Debtors. Immediately following the Effective Date, CyberTech will be a wholly-owned subsidiary of Cast-Crete.

5.10.3 Cast-Crete's Unsecured Claim filed against CyberTech shall be deemed withdrawn upon the Effective Date and Cast-Crete shall receive no distribution of Licensee Stock on account of such Unsecured Claim.

5.10.4 Class 9 is Impaired.

5.11 **Class 10: Intercompany Claims**

5.11.1 Class 10 shall consist of all Intercompany Claims.

5.11.2 On the Effective Date, all Intercompany Claims shall be deemed cancelled, annulled, and extinguished without any further action and shall be of no further force and effect. No distribution shall be made under the Plan on account of the Intercompany Claims.

5.11.3 Class 10 is Impaired.

5.12 **Class 11: CyberCare Equity Interests**

5.12.1 Class 11 shall consist of the Equity Interests in CyberCare as of the Record Date.

5.12.2 Reorganized CyberCare shall issue the DIP Loan Claim Shares to the Holders of Class 11 Equity Interests through a Pro Rata Distribution of the Equity Stock Pool.

5.12.3 Class 11 is Impaired.

5.13 **Class 12: CyberTech Equity Interests**

5.13.1 Class 12 shall consist of the current Holder of CyberTech Common Stock as of the Record Date.

5.13.2 On the Effective Date, any CyberTech Equity Interests shall be cancelled. No distributions will be made under the Plan on account of Class 12 CyberTech Equity Interests.

5.13.3 Class 12 is Impaired.



**ARTICLE 6**  
**ACCEPTANCE OR REJECTION OF THE PLAN**

**6.1 Voting By Impaired Classes**

Each Holder of an Allowed Claim in Classes 3 through 10 and all sub-classes thereof, are entitled to vote either to accept or to reject the Plan. Only those votes cast by Holders of Allowed Claims and Allowed Interests shall be counted in determining whether acceptances have been received sufficient in number and amount to confirm the Plan.

**6.2 Acceptance by Impaired Classes**

An Impaired Class of Claims shall have accepted the Plan if: (i) the Holders (other than any Holder designated under §1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan; and (2) the Holders (other than any Holder designated under §1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Equity Interests shall have accepted the Plan if the Holders (other than any Holder designated under §1126(e) of the Bankruptcy Code) of at least two-thirds in amount of Allowed Equity Interests actually voting in such Class have voted to accept the Plan.

**6.3 Presumed Acceptance of Plan by Unimpaired Classes**

Classes 1 and 2 are Unimpaired under the Plan. Pursuant to §1126(f) of the Bankruptcy Code, each such Class and the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote on the Plan. Accordingly, votes of Holders of Claims or Equity Interests in such

Classes are not being solicited by the Debtors. Except as otherwise expressly provided in the Plan, nothing contained herein or otherwise shall affect the rights and legal and equitable claims or defenses of the Debtors or the Reorganized Debtors in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupment against Unimpaired Claims.

6.4 **Nonconsensual Confirmation**

In the event one or more Classes of Claims or Interests is deemed not to accept the Plan, pursuant to §1129(a)(8) of the Bankruptcy Code, the Debtors will request that the Bankruptcy Court confirm the Plan in accordance with §1129(b) of the Bankruptcy Code.

6.5 **Controversy Concerning Impairment**

If a controversy arises as to whether any Claims or Equity Interests, or any Class of Claims or Equity Interests, are impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy prior to the Confirmation Date.

6.6 **Presumed Rejection**

Holders of Equity Interests in Classes 11 and 12 will not receive any distribution on account of their existing Equity Interests under the Plan. While Holders of Class 11 Equity Interests will receive a distribution under the Plan, such distribution will be a reallocation of property from senior classes of claims. Accordingly, pursuant to §1126(g) of the Bankruptcy Code, such Classes are deemed to have rejected the Plan.

**ARTICLE 7**  
**MEANS OF EXECUTION AND IMPLEMENTATION OF THE PLAN**

7.1 **General Overview of the Plan Treatment of Claims and Equity Interests**

7.1.1 The Plan provides for the continued operations of each of the Debtors as Reorganized Debtors. Holders of Allowed Administrative Claims, other than the DIP Loan Claim; Allowed Professional Fee Claims and Allowed Priority Tax Claims will be paid in Cash on the Effective Date or as agreed between the Reorganized Debtor(s) and the Holder of such Claim. The primary source of the funds to make such Cash payments is the Administrative Claim Fund consisting primarily of the proceeds of any settlements, as of the Effective Date and subsequent Net Recoveries of Avoidance Actions. The Plan provides for the issuance of designated amounts of the New CyberCare Stock to Holders of the Allowed Class 8(A) Unsecured Claims and Holders of Allowed Class 11 CyberCare Equity Interests. The distributions to Holders of Class 11 CyberCare Equity Interests is on account of the contribution of DIP Loan Claim Shares that would otherwise be issued to the DIP Lender on account of the Allowed DIP Loan Claim. In the event that the Bankruptcy Court does not approve the contribution of the DIP Loan Claim Shares to the Equity Stock Pool, the DIP Loan Claim Shares will be issued to the DIP Lender. The Holders of the Intercompany Claims will not receive any distribution or retain any Property under the Plan. Cast-Crete will receive 100% of the Equity Interest in Reorganized CyberTech in satisfaction of its Class 9 Unsecured Claim.

7.2 **Plan Account**

The Reorganized Debtors or the Collection Agent shall establish the Plan Account into which the Plan Fund shall be deposited maintaining segregated accounts with respect to funds that are encumbered by valid liens and security interests.

7.3 **Assumption of Distribution and Collection Obligations**

A Disbursing Agent may assume all of the Reorganized Debtors' obligations to make distributions in accordance with the Plan, limited to the distributions of New CyberCare Stock to Class 8(A) Unsecured Creditors and Class 11 Equity Interests of CyberCare and the Licensee Stock to be distributed to the Class 8(B) Unsecured Creditors of CyberTech under this Plan. A Collection Agent may pursue, prosecute and/or settle Retained Causes of Action in the names of the Reorganized Debtors and on behalf of their estates.

7.4 **Prosecution of the Retained Causes of Action**

Any rights or Causes of Action shall remain property of the Reorganized Debtors pursuant to §1123(b)(3)(B) of the Bankruptcy Code. In accordance with §1123(b)(3) of the Bankruptcy Code and except as otherwise provided in the Plan, the Reorganized Debtors shall retain all Retained Causes of Action available to the Debtors and/or their Estates after Confirmation. The Reorganized Debtors or the Collection Agent, at its sole discretion, shall be entitled to pursue, compromise, or abandon any and all of the Retained Causes of Action. Any Collection Agent, in the name of the Reorganized Debtors, shall have standing to pursue any Retained Causes of Action and the right to refuse to pursue, compromise or abandon any Retained Causes of Action, and assert any

defenses relevant thereto. The Collection Agent may hire counsel to pursue the Retained Causes of Action on a contingency basis.

7.5 **Distribution of Net Recoveries of Causes of Action**

The Net Recoveries of Retained Causes of Action shall be distributed as follows:

7.5.1 All costs of prosecution of Retained Causes of Action advanced shall be repaid first from the recoveries of any Retained Causes of Action, including without limitation, attorneys fees and the compensation of the Collection Agent.

7.5.2 The Net Recoveries of Retained Causes of Action shall be distributed to the Creditors holding Allowed Secured Claims and/or Judgment Lien Claims to the same extent, validity, and priority as their respective Liens encumber the Net Recoveries of Causes of Action.

7.6 **Funding of Plan and Distributions; Exit Financing Agreement**

7.6.1 Administrative Claim Fund. The Administrative Claim Fund shall be funded through (a) the Net Recoveries of Causes of Action held by the Debtors as a result of settlements approved by the Bankruptcy Court prior to the Effective Date, and (b) the portion of the Cast-Crete Plan Fund not used as the Judgment Lien Creditor Settlement Fund. Cash payments to be made on the Effective Date on account of Allowed Administrative Expense Claims shall be made from the Administrative Claim Fund.

7.6.2 Cast-Crete Plan Fund. Cast-Crete shall provide the Reorganized Debtors with the Cast-Crete Plan Fund in the amount of \$200,000.00.

7.6.3 Funding of Working Capital for Reorganized CyberCare. Initial Working Capital for the operations of the Reorganized CyberCare shall be derived from the Exit Financing Funds to be provided by Cast-Crete through the Exit Financing Agreement which will provide for a revolving line of credit of up to \$500,000, with interest accruing at eight percent (8%) on the full principal balance of the Exit Financing Funds outstanding, plus any accrued but unpaid interest due on the second anniversary of the Effective Date.

7.6.4 The amounts advanced under the Exit Financing Agreement are intended to be bona fide indebtedness of Reorganized CyberCare and not an equity contribution. However, the Exit Financing Agreement may provide for the ability to convert, at Cast-Crete's election, some or all of the Exit Financing Funds into stock in Reorganized CyberCare or Reorganized CyberTech.

## 7.7 Corporate Existence and Structure of CyberTech

### 7.7.1 Reorganized CyberCare

CyberCare will continue its corporate existence as a specialized publicly-traded holding company engaged in the research, development, marketing and commercialization of alternative and energy efficient building products, with an initial emphasis on the development and production of photovoltaic roofing tiles and nonstructural geopolymer concrete building products such as window sills, tiles, pavers and curbing. The initial research development, product development and manufacturing of these products will be accomplished through a joint venture agreement with Cast-Crete.

7.7.2 **Reorganized CyberTech**

Reorganized CyberTech will continue its ongoing efforts to develop the suite of products known as similar to CyberTech's Electronic HouseCall<sup>®</sup> and related technologies. Prior to the Effective Date, CyberTech will assign any rights to its Technology and Intellectual Property to the Licensee. Both CyberTech and Licensee may negotiate, either collectively or independently, with Georgia Tech for a new license agreement to commercialize the ElectronicHouseCall<sup>®</sup> proprietary technology. The Licensee and Reorganized CyberTech will use their best efforts to negotiate and enter into a CyberTech Sub-Lease with respect to the Technology, and Intellectual Property assigned by CyberTech and any license either negotiates or obtains from Georgia Tech to market and commercialize the Technology.

7.8 **Ownership of License**

The Licensee will be a corporation initially formed by Cast-Crete. In exchange for the assignment of all rights to the Technology, the Holders of Class 8(B) Unsecured Claims of CyberTech shall collectively own a pro rata share of the Equity Interests in the Licensee.

7.9 **Issuance of New CyberCare Stock and Licensee Stock**

7.9.1 On the Effective Date, Reorganized CyberCare will have the authority to issue up to 100,000,000 shares of New Stock. On the Effective Date, Reorganized CyberCare will issue or be deemed to have issued 10,000,000 shares of New Stock as follows:

7.9.1.1 The Equity Stock Pool Shares, which shares shall constitute eight percent (8%) of the total number of New CyberCare Stock issued and outstanding as of the Effective Date, will be distributed to the Holders of Allowed Class 11 Equity Interests.

7.9.1.2 The CyberCare Unsecured Stock Pool Shares shall constitute seventeen percent (17%) of the total number of shares of New CyberCare Stock issued and outstanding as of the Effective Date.

7.9.1.3 The Cast-Crete Equity Shares shall constitute sixty-five percent (65%) of the total number of shares of New Stock issued and outstanding as of the Effective Date.

7.9.1.4 Five percent (5%) of the total number of shares of New CyberCare Stock issued and outstanding as of the Effective Date shall be reserved for initial grants or any subsequent grants approved by the board of directors of Reorganized CyberCare under an equity incentive plan for management, consultants and employees. The participants in the equity plan and awards for each shall be determined by the board of Reorganized CyberCare.

7.9.1.5 The issuance of Licensee Stock and ownership of the Licensee shall be as set forth in this Plan.

7.9.1.6 The issuance and distribution of (a) New CyberCare Stock to the Holders of Allowed Class 8(A) Unsecured Claims, (b) the DIP Loan Shares to the Holders of Allowed Class 11 CyberCare Equity Interests as provided in this Plan, (c) the issuance and distribution of 100% of the stock of CyberTech to Cast-Crete in satisfaction



of Cast-Crete's Class 9 Unsecured Claims, and (d) the issuance and distribution of Licensee Stock to the Holders of Class 8(B) Unsecured Claims against CyberTech is intended to be and shall be deemed to be issued to qualified Creditors on account of and in satisfaction of qualified indebtedness as contemplated in §382(1)(5)(E) of the Internal Revenue Code (the "Code") and the regulations promulgated there under. All of the New CyberCare Stock issued is intended to be and shall be deemed to have been issued in a manner that satisfies the requirements of §382(1)(5) of the Code.

#### 7.9.2 **Additional Issuance of New Stock**

After the Effective Date, Reorganized CyberCare may issue additional New CyberCare Stock or debt to fund future acquisitions, to satisfy the Exit Financing, or for other business purposes. The issuance and/or sale of any New CyberCare Stock, other than on account of Allowed Administrative Claims, Priority Claims, Unsecured Claims, or Allowed CyberCare Equity Interests pursuant to §1145 of the Bankruptcy Code, or any other transactions involving the merger or sale of the Reorganized Debtors after the Effective Date, will only be effectuated if it can be structured consistent with state and federal securities laws.

#### 7.10 **Exemption from Securities Law and Registration Requirements**

7.10.1 Pursuant to §1125(e) of the Bankruptcy Code, a Person that solicits the acceptance or rejection of a plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, or that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, is not liable, on

account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

7.10.2 The New CyberCare Stock to be issued to the Holders of Allowed Class 8(A) and Allowed Class 11 CyberCare Equity Interests and the Licensee Stock to be issued to the Holders of Allowed Class 8(B) Claims against CyberTech will be freely transferable to the full extent provided under §1145 of the Bankruptcy Code, provided any Holder shall comply with applicable federal and state securities laws to the extent not superseded by §1145 of the Bankruptcy Code. Neither the Debtors, Reorganized Debtors, nor Cast-Crete make any representation concerning the rights of any person as to the securities laws or individual tax consequences and parties should confer with their own counsel. On the Effective Date, all Existing Stock Options and Existing Warrants which have not been previously exercised will be cancelled. All New CyberCare Stock issued pursuant to the terms of the Plan shall be deemed issued as of 12:00 a.m. on the Effective Date. Except as otherwise expressly provided in the Plan, all shares of New CyberCare Stock shall bear the same rights and privileges. The New CyberCare Stock shall have only such rights with respect to dividends, liquidation, and other manners as are set forth in the Amended Articles and Amended Bylaws.

7.10.3 The New CyberCare Stock to be issued to the Holders of Allowed Insider Administrative Claims, Allowed Class 8(A) Unsecured Claims against CyberCare, Allowed Class 11 CyberCare Equity Interests and the Licensee Stock to be issued to the Holders of Class 8(B) Unsecured Claims against CyberTech on the

Effective Date will be issued pursuant to the exemption from the registration requirements of the Securities Act of 1933 (and of equivalent state securities or “blue sky” laws) provided by §1145(a)(1) of the Bankruptcy Code. Generally, §1145(a)(1) of the Bankruptcy Code exempts from the registration requirements of the Securities Act and equivalent state securities and “blue sky” laws the issuance of securities directly or through a warrant to purchase such Securities if the following conditions are satisfied: (a) the Securities are issued by a Debtor (or its successor) under a Chapter 11 plan; (b) the recipients of the Securities hold a claim against, an interest in, or a claim for an administrative expense against, the Debtors; and (c) the Securities are issued entirely in exchange for the recipient’s claim against or interest in the Debtors or are issued “principally” in such exchange and “partly” for cash or property.

7.10.4 The Holders of New CyberCare Stock or Licensee Stock as described further herein may resell such stock without registration unless, as more fully described below, any such holder is deemed to be an “underwriter” with respect to such securities, as defined in §1145(b)(1) of the Bankruptcy Code. Generally, §1145(b)(1) of the Bankruptcy Code defines an “underwriter” as any person who (a) purchases a claim against, or interest in, a bankruptcy case with a view towards the distribution of any security to be received in exchange for such claim or interest; (b) offers to sell securities issued under a bankruptcy plan on behalf of the holders of such securities; (c) offers to buy securities issued under a bankruptcy plan from persons receiving such securities, if the offer to buy is made with a view towards distribution of such securities and under an agreement made in connection with the plan, with the consummation of the plan or with

the offer of sale of securities under the plan; or (d) is an issuer within the meaning of §2(11) or the Securities Act of 1933. Although the definition of the term “issuer” appears in §2(4) of the Securities Act of 1933, the reference (contained in §1145(b)(1)(D) of the Bankruptcy Code) to §2(11) of the Securities Act of 1933 purports to include as “underwriters” all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. “Control” (as such term is defined in Rule 405 of Regulation C under the Securities Act of 1933) means the possession, direct or indirect, of the power to direct or cause the direction of the policies of a person, whether through the ownership of voting securities by contract, or otherwise.

**THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS PLAN SOLELY FOR INFORMATIONAL PURPOSES. CAST-CRETE MAKES NO REPRESENTATIONS CONCERNING, AND DOES NOT HEREBY PROVIDE ANY OPINION OR ADVICE WITH RESPECT TO, THE SECURITIES LAW AND BANKRUPTCY LAW MATTERS DESCRIBED ABOVE. IN LIGHT OF THE COMPLEX AND SUBJECTIVE INTERPRETIVE NATURE OF WHETHER A PARTICULAR RECIPIENT OF NEW COMMON STOCK MAY BE DEEMED TO BE AN “UNDERWRITER” WITHIN THE MEANING OF § 1145(b)(1) OF THE BANKRUPTCY CODE UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND, CONSEQUENTLY, THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE**

**SECURITIES ACT AND EQUIVALENT STATE SECURITIES AND “BLUE SKY” LAWS, CAST-CRETE ENCOURAGES EACH HOLDER OF A CLAIM OR INTEREST POTENTIALLY ENTITLED TO RECEIVE NEW STOCK UNDER THE PLAN TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISOR(S) WITH RESPECT TO SUCH (AND ANY RELATED) MATTERS.**

**7.11 Delinquency in Filing Public Reports**

**7.11.1 De-Registration of CyberCare Common Stock**

On the Petition Date, the Common Stock of CyberCare was registered under the Securities Act. Section 13(a) of the Securities Act requires that CyberCare file with the Securities and Exchange Commission current and accurate information in annual reports and quarterly reports. As of the Petition Date, CyberCare was delinquent in several of its periodic filing obligations, including not having filed its annual reports for the 2003 and 2004 fiscal years and its quarterly reports for the 2004 and 2005 fiscal years. After it filed for bankruptcy, CyberCare did not seek a waiver from the Securities and Exchange Commission of its periodic filing obligations as such request typically requires a company to be current on its reporting obligations at the time of filing such request. CyberCare and the Securities and Exchange Commission entered into a compromise, approved by the Bankruptcy Court, which resulted in CyberCare being unregistered as a reporting company. As a result of the delisting and deregistration of CyberCare’s Common Stock, CyberCare cannot register its Common Stock for a period of one (1) year from the delisting.

7.11.2 **Re-Registration of Common Stock**

Following the Effective Date of the Plan, (a) Reorganized CyberCare shall file the appropriate forms to have its previously issued and registered Common Stock re-registered and (b) use its best efforts to have such Common Stock re-registered and listed or quoted, as applicable on a national securities exchange or the OTC Bulletin Board.

7.12 **Release of Liens**

Except as otherwise provided in this Plan or in any contract, instrument or other agreement or document created in connection with this Plan, on the Effective Date all liens or other security interests against property of the Estates or each Debtor shall be released.

7.13 **Cancellation and Surrender of Instruments, Securities, and Other Documentation**

On the Effective Date, except as otherwise provided by this Plan, all outstanding notes, instruments and other writings evidencing indebtedness shall be deemed cancelled and of no further force or effect, without any further action on the part of the Bankruptcy Court or any Person. The Holders of such cancelled instruments shall have no rights arising from or relating thereto except the rights provided pursuant to the Plan.

7.14 **Set-offs**

Except as otherwise provided in the Plan, agreements entered into in connection therewith, the Confirmation Order, or agreements previously approved by Final Order of the Bankruptcy Court, the Debtors, the Reorganized Debtors or Disbursing Agent may, pursuant to §553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim before any distribution is made on account of such Allowed

Claim, any and all of the claims, rights and causes of action of any nature that the Debtors or Reorganized Debtors hold against the Holder of such Allowed Claim; provided, *however*, that neither the failure to effect such a set-off nor the allowance of any Claim hereunder shall constitute a waiver or release of any such claims, rights or causes of action that the Debtors or Reorganized Debtors may possess against such Holder. To the extent the Disbursing Agent fails to set off against a Claimant and seeks to collect a claim from such Claimant after a distribution to such claimant pursuant to this Plan on account of its Allowed Claim, the Disbursing Agent shall be entitled to full recovery on its claim against such Claimant.

7.15 **Limitation of Liability**

Neither Cast-Crete, the Reorganized Debtors, nor any of their respective officers, directors, employees, members or agents, shall have or incur any liability to any Person or Entity for any act or omission made in good faith in connection with or related to formulating, implementing, confirming, or consummating the Plan (including soliciting acceptances or rejections thereof), the Disclosure Statement or any contract, instrument, release or other agreement or document entered into in connection with the Plan, except as expressly provided in such contract, release or other agreement or document entered into in connection with the Plan. The entry of the Confirmation Order shall constitute the determination by the Bankruptcy Court that Cast-Crete and the Reorganized Debtors, and each of their respective officers, directors, employees, members or agents, have acted in good faith through the Confirmation Date with respect to the foregoing.

**ARTICLE 8**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**8.1 Assumption and Assignment of Executory Contracts and Unexpired Leases**

Pursuant to §§365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and another Person or Entity identified on a schedule of executory contracts to be filed by the Debtor (“Contract Schedule”) at least twenty (20) days prior to the date of the Confirmation Hearing (collectively, the “Assumed Contracts”) shall be deemed assumed by the Debtors as of the Effective Date; provided, however, that the Debtors reserve the right, on or prior to the Confirmation Date, to amend to add any executory contract or unexpired lease thereto or to delete any executory contract or unexpired lease therefrom, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be assumed (if added) or rejected (if deleted). The Debtors shall provide at least twenty (20) days notice to the parties to the executory contracts and unexpired leases listed on the Contract Schedule. The listing of a document on the Contract Schedule shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder. Any other executory contract or unexpired lease that exists between the Debtors and another Person or Entity and that has not been expressly assumed or rejected by the Debtors with the Bankruptcy Court’s approval on or prior to the Confirmation Date shall be deemed rejected by the Debtors as of the Confirmation Date (collectively, the “Rejected Contracts”) unless there is pending before the Bankruptcy Court on the Confirmation Date a motion to assume such executory contract or unexpired lease. For purposes of the Plan, (i) all non-compete agreements,



non-disclosure agreements and indemnification agreements executed for the benefit of the Debtors shall be deemed to be executory contracts and Assumed Contracts (even if not listed on the Contract Schedule), and (ii) all non-compete agreements, non-disclosure agreements, indemnification agreements and guaranties executed by either of the Debtors for the benefit of a third party shall be deemed to be executory contracts and Rejected Contracts.

## 8.2 Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to §§365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Article 7.1 hereof, (ii) the approval, pursuant to §§365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Article 7.1 hereof, and (iii) the extension of time, pursuant to §365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the unexpired leases specified in Article 7 through the date of entry of an order approving the assumption, assumption and assignment, or rejection of such unexpired leases. The assumption of the Assumed Contracts shall be binding upon any and all parties to such Assumed Contracts as a matter of law, and each such Assumed Contract shall be fully enforceable by the applicable Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan or an order of the Bankruptcy Court.

8.3 **Inclusiveness**

Unless otherwise specified, each executory contract and unexpired lease listed or to be listed as an Assumed Contract shall include modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed as an Assumed Contract.

8.4 **Cure of Defaults**

Any lessor or other party to an Assumed Contract (except those lessors or other parties whose leases or executory contracts have been previously assumed by a Final Order of the Bankruptcy Court) asserting a Cure Claim in connection with the assumption of any unexpired lease or executory contract as contemplated by § 365(b) of the Bankruptcy Code must file such Cure Claim with the Bankruptcy Court on or before the Cure Claim Submission Deadline asserting all alleged amounts accrued or alleged defaults through the Effective Date. Any party failing to submit a Cure Claim by the Cure Claim Submission Deadline shall be forever barred from asserting, collecting or seeking to collect any amounts or defaults relating thereto against the Debtors or the Reorganized Debtors. The Debtors shall have thirty (30) days from the Cure Claim Submission Deadline or the date a Cure Claim is actually filed, whichever is later, to file an objection to the Cure Claim. Any disputed Cure Claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, within one hundred twenty (120) days after the Effective Date, the Reorganized

Debtors shall cure any and all undisputed Cure Claims. All disputed Cure Claims shall be cured either within ninety (90) days after the entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto or as may otherwise be agreed to by the parties.

**8.5 Claims Under Rejected Executory Contracts and Unexpired Leases**

Any Claim for damages arising by reason of the rejection of any executory contract or unexpired lease must be filed with the Bankruptcy Court on or before the Bar Date for rejection damage Claims in respect of such rejected executory contract or unexpired lease and served upon the Debtors or the Reorganized Debtors (as the case may be) or such Claim shall be forever barred and unenforceable against the Debtors and the Reorganized Debtors. With respect to the Rejected Contracts, the Bar Date shall be thirty (30) days after the Confirmation Date. Such Claims, once fixed and liquidated by the Bankruptcy Court and determined to be Allowed Claims, shall be Class 8 Allowed Claims. Any such Claims that become Disputed Claims shall be Class 8 Disputed Claims for purposes of administration of distributions under the Plan to Holders of Class 8 Allowed Claims. The Plan and any other order of the Bankruptcy Court providing for the rejection of an executory contract or unexpired lease shall constitute adequate and sufficient notice to Persons or Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the Bar Date for filing a Claim in connection therewith.

**ARTICLE 9**  
**CONDITIONS PRECEDENT**

**9.1 Conditions Precedent to Confirmation of the Plan**

The following are conditions precedent to Confirmation of the Plan, each of which must be satisfied or may be waived in accordance with Article 8.3 of this Plan.

9.1.1 The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order in a manner consistent with the provisions of the Plan.

9.1.2 The Holders of Allowed Administrative Expense Claims and Allowed Professional Fee Claims shall have consented to the treatment provided for such Claims under Article 5 of this Plan in full satisfaction of such Claims.

**9.2 Conditions Precedent to the Effective Date**

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or may be waived in accordance with Article 8.3 of the Plan:

9.2.1 The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Debtors on the Docket of the Reorganization Cases, and no stay of the Confirmation Order shall be in effect.

9.2.2 The entry and effectiveness of all necessary orders by the Bankruptcy Court and any appellate court exercising jurisdiction over the Reorganization Cases.

9.2.3 All conditions precedent to the closing of the Exit Financing Facility shall have been satisfied or waived in accordance with the terms thereof.

9.3 **Waiver of Conditions Precedent to Confirmation or the Effective Date**

The conditions precedent set forth in Sections 8.1 and 8.2 of the Plan may be waived, in whole or in part, by the Debtors with approval of the Bankruptcy Court.

**ARTICLE 10**  
**PROVISIONS GOVERNING DISTRIBUTIONS**

10.1 **Prosecution of Objections to Claims**

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Reorganized Debtors and/or Cast-Crete shall have the right to make and file objections to all Administrative Claims, Claims, and Equity Interests, and shall serve a copy of each objection upon the Holder of the Disputed Administrative Claim, Disputed Claim or Disputed Equity Interest to which the objection is made. Except as expressly set forth herein, nothing in the Plan, the Confirmation Order, or any order in aid of confirmation of the Plan shall constitute, or be deemed to constitute, a waiver or release of any claim, cause of action, right of set-off, or other legal or equitable defense which the Debtors had immediately prior to the commencement of the Reorganization Cases, and/or thereafter, against or with respect to any Claim or Equity Interest. Upon confirmation of the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of set-off, and other legal or equitable defenses which the Debtors had immediately prior to the commencement of the Reorganization Cases fully, as if the Reorganization Case had not been commenced. The Reorganized Debtors may settle any controversy regarding \$10,000.00 or less or requiring a payment by the Reorganized Debtors of \$10,000.00 or less without need of Bankruptcy Court approval.

## 10.2 **Estimation of Claims**

Cast-Crete or Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any Contingent Claim pursuant to §502(c) of the Bankruptcy Code regardless of previous objection to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Contingent Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on the Allowed amount of such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Allowed amount of such Claim, the Debtors or Reorganized Debtors may elect to pursue any supplemental proceedings to object to the ultimate payment of such Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, sealed, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. Until such time as a Contingent Claim becomes fixed and absolute, such Claim shall be treated as a Disputed Claim for purposes related to allocations and distributions under this Plan.

## 10.3 **Payments and Distributions on Disputed Claims or Interests**

There shall be reserved such Cash, New CyberCare Stock, or New Licensee Stock as is necessary to pay any Disputed Claims or Equity Interests. In determining the amount of Cash or New Stock to reserve for Disputed Claims, the Reorganized Debtors

shall be entitled to rely upon the estimation, if any, of any Disputed Claims or Interests to determine the amount of Cash so reserved, without objection by the Holder of the Disputed Claim or Interests. As and when authorized by a Final Order, the Holder of such Disputed Claims or Interests that become Allowed Claims or Interests shall receive all payments and distributions to which such Holder is entitled under the Plan. Except as may be specifically provided herein, no partial payments and no partial distributions will be made with respect to any Disputed Claim until the resolution of such disputes by settlement or Final Order. Notwithstanding the foregoing, any Person or Entity who holds both (an) Allowed Claim(s) or Interest(s) and (a) Disputed Claim(s) or Interest(s) will receive the appropriate payment or distribution on the Allowed Claim(s), although no payment or distribution will be made on the Disputed Claim(s) until such dispute is resolved by settlement or Final Order.

#### 10.4 **Allowance of Claims and Interests**

Except as expressly provided herein, no Claim or Interest shall be deemed Allowed by virtue of the Plan, confirmation of the Plan or any order of the Bankruptcy Court in the Reorganization Case, unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or the Bankruptcy Court enters a Final Order in the Reorganization Case allowing such Claim or Equity Interest. Subsequent to Confirmation, the Reorganized Debtors, on behalf of their Estates, shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest as of the Petition Date. Unless an earlier or later time is set by order of the Bankruptcy Court, all objections to Claims and Interests shall be filed with the

Bankruptcy Court and served upon the holders of each of the Claims and Interests to which objections are made by the latter of (i) sixty (60) days after the Effective Date; or (ii) sixty (60) days after a proof of claim is filed with respect to such Claim.

**10.5 Compliance with Tax Requirements**

In connection with the Plan, to the extent applicable, the Reorganized Debtors, in making distributions under the Plan, shall comply with all tax withholding and reporting requirements imposed on it by any Governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. The Reorganized Debtors may withhold the entire distribution due to any Holder of an Allowed Claim until such time as such Holder provides to the Reorganized Debtors the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid by the Reorganized Debtors to the appropriate authority. If the Holder of an Allowed Claim fails to provide to the Reorganized Debtors the information necessary to comply with any withholding requirements of any governmental unit within ninety (90) days from the date of first notification by the Reorganized Debtors to the Holder of the need for such information or for the cash necessary to comply with any applicable withholding requirements, then the Holders distribution shall be treated as an undeliverable distribution in accordance with Article 11 below.

**10.6 Transmittal of Distributions to Parties Entitled Thereto**

All distributions by check shall be deemed made at the time such check is deposited in the United States mail, postage prepaid. All distributions by wire transfer



shall be deemed made as of the date the Federal Reserve or other wire transfer is made. Except as otherwise agreed with the Holder of an Allowed Claim or Allowed Equity Interest in respect thereof or as provided in the Plan, any property to be distributed on account of an Allowed Claim, Allowed Administrative Claim, or Allowed Equity Interest shall be distributed by mail upon compliance by the Holder with the provisions of the Plan to (i) the latest mailing address filed for the Holder of an Allowed Claim entitled to a distribution; (ii) the latest mailing address filed for a Holder of a filed power of attorney designated by the Holder of such Allowed Claim to receive such distributions; (iii) the latest mailing address filed for the Holders transferee as identified in a filed notice served on the applicable Debtor pursuant to Bankruptcy Rule 3001(e); or (iv) if no such mailing address has been filed, the mailing address reflected on the Schedules of Assets and Liabilities or in a Debtor's books and records.

#### 10.7 **Undeliverable Distributions**

Except as otherwise provided in the Plan, any distribution of property (Cash, New Stock or otherwise) under the Plan that is unclaimed after ninety (90) days following the distribution date shall be forfeited, and neither the Reorganized Debtors nor the Plan Funds shall have any liability to the Claimant.

#### 10.8 **Fractional Shares and Fractional Cents**

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional shares of stock will be made pursuant to the Plan. Distributions of cash or stock will be rounded to the nearest whole cent or share when and as necessary.

10.9 **De Minimis Distributions**

No Cash payment of less than Ten Dollars (\$10.00) or distribution of stock of less than ten (10) shares shall be made in respect of any Allowed Claim or Allowed Equity Interest unless a request for same is made in writing by the Holder of such Claim.

**ARTICLE 11**  
**MAINTENANCE OF CAUSES OF ACTION**

11.1 Except as may be provided in this Plan, this Plan specifically preserves and reserves any and all Causes of Action or other claims, rights, or remedies now existing or that may exist or arise under the Bankruptcy Code or other applicable law or in equity, whether known or unknown, against all persons or entities not specifically settled or compromised prior to the Effective Date, including, without limitation, all Causes of Action, Avoidance Actions, all rights to surcharge under §506(c) of the Bankruptcy Code, and any and all objections to any and all Claims, Liens or Interests (“Objections”). This reservation and preservation of Causes of Action, surcharge rights, and objections shall have the broadest possible interpretation to preserve all Causes of Action, surcharge and objections for the benefit of the Debtors, their estates and creditors and nothing in this Plan or any Order confirming this Plan shall be *res judicata*, Collateral estoppel or otherwise preclude any Cause of Action, surcharge or objection or other right or claim of the Debtors or their Estates unless such claim or Cause of Action, surcharge and objection is specifically settled or compromised, which compromise is approved by Final Order of the Bankruptcy Court. Further, the Debtors reserve the right to bring any Causes of Action, surcharge or objections available to the Estates against

any parties in the appropriate forum subsequent to confirmation of this case. Alternatively, the Debtors may sell or assign such claims for value.

11.2 The full extent of these Causes of Action has not been identified and, for purposes of voting on the Plan, all Creditors are advised that the Reorganized Debtors shall have at least the same rights that a Chapter 7 trustee would have with respect to these Causes of Action. Accordingly, the Confirmation of the Plan, the approval of the Disclosure Statement, the entry of the Confirmation Order, and the consummation of the Plan will not be *res judicata* so as to preclude the post-Confirmation prosecution of any Causes of Action, surcharges or objections and will not in any way stop (judicially or otherwise) the Debtors from pursuing any Causes of Action, surcharge or objection the Estates might have; nor shall any such action constitute a waiver thereof.

11.3 The Debtors have not concluded its investigation into the existence, nature, legal effect or amount of any such Cause of Action, surcharge and objection and have no opinion on the merits of any such Cause of Action, Avoidance Action, surcharge or objection on the recoverability of any amounts as a result of any such Cause of Action, surcharge or objection. Any party in interest that engaged in business or other transactions with the Debtors or which received payments from the Debtors may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation. No Creditor or other party should rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to obtain, or on the belief that it will obtain any defense to any such Cause of Action.

11.4 Without limiting the foregoing, Creditors are advised that pre-petition transfers may give rise to actions to recover those payments as preferential transfers under §547 of the Bankruptcy Code. The general time frame for the recovery of these preferences is ninety (90) days prior to the Petition Date, although this time period may be extended to one (1) year in the case of insiders. Further, pre-petition transfers made within a year of the Petition Date which were made for less than a reasonably equivalent value and while the Debtors were insolvent may give rise to actions to recover those payments as fraudulent transfers under §548 of the Bankruptcy Code. In addition, pursuant to §544 of the Bankruptcy Code, the Reorganized Debtors may utilize §726, Florida Statutes (Florida's Uniform Fraudulent Transfer Act), to avoid or recover transfers made by the Debtors within four (4) years prior to the commencement of the Debtors' bankruptcy cases.

**ARTICLE 12**  
**CORPORATE GOVERNANCE OF THE REORGANIZED DEBTORS**

12.1 **Continued Corporate Existence and Revesting of Assets**

The Debtors shall, as the Reorganized Debtors, continue to exist after the Effective Date as separate corporate entities, with all of the powers of corporations under applicable law and without prejudice to any right to alter or terminate its existence (whether by merger or otherwise). Except as otherwise provided in the Plan or any contract, instrument, or other agreement or document created in connection with the Plan, on the Effective Date, all property of the Estates, including all claims and Causes of Action, and any property acquired by the Debtors or the Reorganized Debtors under or in connection with the Plan, shall revert in the Reorganized Debtors free and clear of all

Claims, Liens, charges, other encumbrances and Equity Interests of holders thereof. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and compromise or settle any Claims or Equity Interests, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors (as the case may be) may pay the charges that they incur on or after the Confirmation Date for Professionals' fees, disbursements, expenses or related support services without application to the Bankruptcy Court, provided, however, the Bankruptcy Court shall retain jurisdiction to resolve disputes.

## 12.2 **General**

On the Effective Date, the management, control, and operation of the Reorganized Debtors shall become the responsibility of the board of directors of the Reorganized Debtors, who shall thereafter have the responsibility for the management, control, and operation of the Reorganized Debtors.

## 12.3 **Board of Directors**

The composition of the initial board of directors of the Reorganized Debtors shall be as provided in the Disclosure Statement or as disclosed prior to or during the hearing on Confirmation of the Plan. Such disclosure shall contain sufficient information regarding such individuals' identities and affiliations to comply with §1129(a)(5) of the Bankruptcy Code.

## 12.4 **Officers**

The Disclosure Statement, or an exhibit thereto, shall contain sufficient information regarding identities, affiliations and compensation of the officers of the Reorganized Debtors to comply with §1129(a)(5) of the Bankruptcy Code. Any pre-petition employment agreement between a current officer and the Debtors shall be deemed rejected as of the Effective Date.

## 12.5 **Employment Agreements**

As of the Effective Date, the Reorganized Debtors shall have the authority to (a) enter into employment, retirement, indemnification, and other agreements, supplements or modifications with its active directors, officers, and employees; and (b) implement retirement income plans, welfare benefit plans, and other incentive plans in which

directors, officers, and other active employees of the Reorganized Debtors may be eligible to participate, all as may be described in the Disclosure Statement. The Reorganized Debtors and/or Cast-Crete may institute a management incentive program subsequent to the Effective Date under which shares of New Stock may be issued to employees, officers, and directors of Reorganized Debtors on or after the Effective Date on such terms and conditions as Reorganized Debtors and Cast-Crete may determine in their sole discretion.

#### **12.6 No Further Corporate Action Required**

As of the Effective Date, any corporate action to be taken or required of the Debtors or any Reorganized Debtors including: (a) the adoption of Amended Articles and Amended Bylaws or other or similar constituent documents for any Reorganized Debtors containing the provisions set forth in this Plan; (b) the initial selection of directors and officers for any Reorganized Debtors; (c) the distribution of cash and authorization, issuance and distribution of the New Stock; (d) the adoption, execution, delivery and implementation of any contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan; and (e) the other matters provided for under or in furtherance of the Plan involving corporate action to be taken by or required of the Debtors or any Reorganized Debtors shall be deemed to have occurred as provided herein, and shall be authorized and approved in all respects without further order of the Bankruptcy Court or any requirement of further action by shareholders or directors of the Debtors or any Reorganized Debtors, and with like effect as if such actions had been taken by unanimous action of the shareholders and directors of the Debtors or the

Reorganized Debtors, as applicable. As of the Effective Date, the term of each of the officers and directors of the Debtors not continuing in office, if any, shall terminate pursuant to the Confirmation Order without any further action by the shareholders or directors of the Debtors.

#### 12.7 **Amended Articles and Amended Bylaws**

12.7.1 As of the Effective Date, the Articles of Incorporation and Bylaws of the Reorganized Debtors shall be amended and restated substantially in the form of Amended Articles and Amended Bylaws. The Amended Articles and Amended Bylaws shall, among other things: (a) prohibit the issuance of non-voting equity securities, to the extent required by §1123(a) of the Bankruptcy Code; and (b) authorize the issuance of the New Stock and such other acts as may be necessary to effectuate the Plan.

12.7.2 To the extent the inclusion of such provisions in Articles of Incorporation or Bylaws is permitted or allowed under applicable bankruptcy or non-bankruptcy laws, the Confirmation Order will provide that the Amended Articles and the Amended Bylaws of the Debtors, and the Reorganized Debtors will be modified to permit the Reorganized Debtors to effectuate the transactions contemplated in the Plan, including without limitation, changes to the corporate structures of the Reorganized Debtors; the cancellation or modification of the Existing CyberCare Equity Interests; authorization and issuance of the New Stock for the purposes of any prospective mergers between Debtors and another company or companies; the acquisition of other businesses, assets, or companies through the issuance of New Stock or for cash; the elimination of cumulative voting; the removal of directors without cause; the staggering of terms of



directors; the elimination of preemptive and dissenters' rights with respect to minority shareholders; and the reacquisition of the Debtors' own shares, all either without shareholder approval or with the authorization in the Confirmation Order acting as the requisite shareholder approval, to the fullest extent such amendment to the Articles of Incorporation and/or Bylaws are otherwise allowed or permitted under any applicable law. However, any merger and subsequent distribution of the outstanding common stock or shares of the Reorganized Debtors would be based upon a fair market valuation of the transaction.

12.7.3 The Confirmation Order may, notwithstanding any provision of the Articles of Incorporation and/or Bylaws of the Debtors to the contrary: (1) include provisions that act as and constitute the requisite shareholder approval authorizing one or more amendments to the Articles of Incorporation and/or Bylaws of any Reorganized Debtors increasing the authorized capital stock to a number of shares of capital stock sufficient to effectuate one or more mergers of any Reorganized Debtors with one or more companies (the increase in capital stock may be in the form of common stock, preferred stock, or part of each, all without compliance with or subject to any otherwise applicable state laws regarding minority shareholder rights, dissenters' rights, appraisal rights or any comparable rights); (2) include provisions that operate to modify or amend the Articles of Incorporation and/or the Bylaws of any Reorganized Debtors increasing the authorized capital stock to a number of shares of capital stock sufficient to effectuate one or more mergers of any Reorganized Debtors with one or more companies (the increase in capital stock may be in the form of common stock, preferred stock, or part of

each, all without compliance with or subject to any otherwise applicable state laws regarding minority shareholder rights, dissenters' rights, appraisal rights or any comparable rights); and (3) to the extent permitted under applicable law, amend the Articles of Incorporation of any Reorganized Debtors to include provisions that (a) expressly permit any Reorganized Debtors to effectuate a merger between the Reorganized Debtors and another company or companies without shareholder approval and without compliance with any otherwise applicable state laws regarding minority shareholder rights, dissenters' rights, appraisal rights or any comparable rights; (b) include provisions that act as and constitute the requisite shareholder approval authorizing one or more amendments to the Articles of Incorporation and/or Bylaws of any Reorganized Debtors eliminating any provisions that expressly require approval of the shareholders of the Reorganized Debtors prior to effectuating one or more mergers between any Reorganized Debtors and another company or companies and/or that would expressly establish, provide or grant minority shareholder rights, dissenters' rights, appraisal rights or any comparable rights to any shareholders of the Reorganized Debtors in connection with effectuating any such merger; (c) include provisions that operate to modify or amend the Articles of Incorporation and/or the bylaws of any Reorganized Debtors eliminating any provisions that expressly require approval of the shareholders of any Reorganized Debtors prior to effectuating one or more mergers between the Reorganized Debtors and another company or companies and/or that would expressly establish, provide or grant minority shareholder rights, dissenters' rights, appraisal rights or any comparable rights to any shareholders of any Reorganized Debtors in connection

with effectuating any such merger; (d) authorize one or more additional amendments to the Articles of Incorporation and/or Bylaws of any Reorganized Debtors as otherwise considered reasonably necessary to enable the Plan, one or more mergers with another company or companies and the related to be consummated; and to operate, to modify, or amend the Articles of Incorporation and/or the Bylaws of any Reorganized Debtors as otherwise reasonably necessary to enable the Plan and one merger or mergers with another company or companies to be consummated.

12.7.4 The adoption of Amended Articles and Amended Bylaws, or similar documents, the selection of officers and directors for any Reorganized Debtors, the issuance and distribution of additional common stock and the adoption, execution, delivery or implementation of documents or other matters involving the corporate structure of any Debtor or corporate action to be taken by, or on behalf of any Debtor as provided in this Plan, shall be deemed to have occurred and be effective as of the Effective Date (or other date specified by the Reorganized Debtors) without any requirement of further action by the stockholders or directors of any Debtor with the same effect as if such actions had been taken by unanimous action of the shareholders and directors of any Debtor.

#### 12.8 **Section 1146 Exemption**

Pursuant to §1146(c) of the Bankruptcy Code, the making or delivery of any instrument of transfer pursuant to, in implementation of or as contemplated by the Plan or the revesting, transfer, sale of any real or personal property of, by or in the Reorganized Debtors pursuant to, in implementation of or as contemplated by the Plan, shall not be

taxed under any state or local law imposing a stamp tax, transfer tax, documentary tax, recording tax or similar tax or fee.

**ARTICLE 13**  
**RETENTION OF JURISDICTION**

**13.1 General Retention**

13.1.1 Notwithstanding the entry of the Confirmation Order or the Effective Date having occurred, the Reorganization Case having been closed or a Final Decree having been entered, the Bankruptcy Court shall have jurisdiction of matters arising out of, and related to the Reorganization Case and the Plan pursuant to, and for the purposes of, §§105(a), 1127, 1142 and 1144 of the Bankruptcy Code and for, among other things, the following purposes:

13.1.13.1 To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting there from;

13.1.13.2 To determine any and all pending adversary proceedings, applications, and contested mailers;

13.1.13.3 To ensure that distributions are accomplished as provided herein;

13.1.13.4 To hear and determine any objections to Administrative Claims, to proofs of claims or to Claims and Equity Interests filed, and/or asserted both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any Disputed Administrative Claims, Disputed Claim, or Disputed Interest, in whole or in part;

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

13.1.13.6 To issue such orders in aid of execution of the Plan as may be necessary and appropriate, to the extent authorized by §1142 of the Bankruptcy Code;

13.1.13.7 To protect the property of the consolidated Estates from adverse claims or interference inconsistent with the Plan, including to hear actions to quiet or otherwise clear title to such property based upon the terms and provisions of this Plan, or to determine the Reorganized Debtors' exclusive ownership of claims and Causes of Action retained under the Plan;

13.1.13.8 To consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

13.1.13.9 To hear and determine all applications for compensation and reimbursement of expenses of Professionals under §§330, 331, and 503(b) of the Bankruptcy Code for services rendered and expenses incurred prior to the Confirmation Date;

13.1.13.10 To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan;

13.1.13.11 To recover all assets of the Debtors and property of the Estates, wherever located;

13.1.13.12 To hear and determine matters concerning state, local, and federal taxes in accordance with §§345, 505, and 1146 of the Bankruptcy Code;

13.1.13.13 To consider any motions to sell or abandon assets that may be filed by the Reorganized Debtors;

13.1.13.14 To hear and determine all Causes of Action and disputes relating thereto;

13.1.13.15 To hear any other matter not inconsistent with the Bankruptcy Code; and

13.1.13.16 To enter a Final Decree closing the Chapter 11 Cases.

#### **ARTICLE 14** **MISCELLANEOUS PROVISIONS**

##### **14.1 Modification of Plan**

Cast-Crete reserves the right, in accordance with the Bankruptcy Code, to amend or modify the Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Reorganized Debtors may, upon order of the Bankruptcy Court, amend or modify the Plan in accordance with §1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. Cast-Crete specifically reserves the right to withdraw this Plan with respect to a specific Debtor and proceed to confirmation of this Joint Plan only with respect to the other Debtor.

14.2 **Withdrawal of Plan**

Cast-Crete reserves the right, at any time prior to the entry of the Confirmation Order, to revoke and withdraw the Plan.

14.3 **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 out of the Reorganization Case, including the matters set forth in the Plan, the Plan shall not prohibit or limit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter.

14.4 **Governing Law**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the internal laws of the State of Florida shall govern the construction and implementation of the Plan without regard to the conflict of laws provisions of the State of Florida.

14.5 **Headings**

The headings used in the Plan are inserted for convenience only, and neither constitutes a portion of the Plan nor in any manner shall affect the provisions or interpretation(s) of the Plan.

14.6 **Successors and Assigns**

The rights, benefits, and obligations of any person named or referred to in the Plan shall be binding on, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of such Person or Entity.

14.7 **Entire Agreement**

This Plan supersedes all prior discussions, understandings, agreements and documents pertaining or relating to any subject matter of the Plan, other than the DIP Financing Orders.

14.8 **Binding Effect**

Except as otherwise provided herein, the Plan shall bind all Holders of Claims and Interests.

14.9 **Saturday, Sunday or Legal Holiday**

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

14.10 **Enforceability**

Should any provision in this Plan be determined to be unenforceable for any reason, such determination shall in no way limit or affect the enforceability and/or operative effect of any other provision of the Plan.

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CAST-CRETE CORPORATION

By:  \_\_\_\_\_  
John Stanton, CEO and President