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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

**DEBTORS' AMENDED
JOINT CHAPTER 11 PLAN OF REORGANIZATION**

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ARTICLE 1
INTRODUCTION

This Debtors' Amended Joint Chapter 11 Plan of Reorganization (the "Plan") for CYBERCARE, INC. ("CyberCare") and CYBERCARE TECHNOLOGIES, INC. ("CyberTech") (collectively the "Debtors") is proposed 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. The Debtors are the proponents of the Plan within the meaning of Section 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 Debtors' Amended Joint Disclosure Statement in Connection with Debtors' Amended Joint Chapter 11 Plan of Reorganization for CyberCare, Inc. and CyberCare Technologies, Inc. (the "Disclosure Statement") filed by the Debtors in connection with this Plan that are available for review.

Under Section 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 the Debtors have proposed this Plan for 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 THAT ARE 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 Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions or modifications set forth in Section 14.1 of the Plan, the Debtors expressly reserve the right to alter, amend, modify, revoke or withdraw the Plan, one or more times, prior to the Plan's substantial consummation.

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, terms shall have the meanings set forth in Section 2.2 when used in capitalized form in the Plan. 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**

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 any cost or expense of administration of the Reorganization Cases that is allowed under Sections 503(b) or 507(a)(1) of the Bankruptcy Code, that is not separately classified 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. Sections 1911-1930.

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 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.

2.2.4 **“Administrative Claim Fund”** means the funds available for payment of Allowed Administrative Expense Claims on the Effective Date, other than DIP Loan Claims, 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 BLVT Plan Payment not dedicated exclusively to the Judgment Lien Creditor Fund.

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 filed prior to the period of limitation fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court. 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.

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 may be amended and restated as of the Effective Date.

2.2.10 **“Amended Bylaws”** means the bylaws of the Reorganized Debtors, as may be 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 rights, 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 Sections 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 upon which Holders of Impaired Claims entitled to vote on this Plan shall indicate their acceptance or rejection of the Plan, in accordance with the Plan and the Voting Instructions and to provide any election in treatment contemplated under this Plan.

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 Section 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. Section 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 Section 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 **“BLVT”** means Bulova Technologies Group, Inc. and its affiliates.

2.2.20 **“BLVT Call”** means BLVT’s right to purchase all of the New Stock issued to Reorganized CyberCare’s Class 8(A) General Unsecured Creditors within the two (2) years following the Effective Date, as provided in Article 7 of this Plan.

2.2.21 **“BLVT CyberCare Shares”** means the 50,000 shares of unrestricted publicly traded common stock of BLVT to be deposited into the Plan Account for distribution to the Holders of Allowed Unsecured Claims against CyberCare.

2.2.22 **“BLVT CyberTech Shares”** means 250,000 shares of restricted BLVT common stock to be deposited into the Plan Account for distribution to the Holders of Allowed Unsecured Claims against CyberTech.

2.2.23 **“BLVT Plan Payment”** means the funds in the amount of \$200,000.00 to be deposited into the Plan Account by or at the direction of BLVT of which \$165,000.00 will be used to fund the Judgment Lien Creditor Fund, and the remainder to supplement the Administrative Claims Fund for the payment on account of Allowed Administrative Claims.

2.2.24 **“BLVT Put”** means the rights of Holders of Class 8(B) Unsecured Claims against CyberTech to require BLVT to reacquire all of the BLVT CyberTech Shares issued on account of such Class 8(B) Claims as provided in Article 7 of this Plan.

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

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

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

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

2.2.29 **“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.

2.2.30 **“Claim”** means a claim against one of the Debtors as such term is defined in Section 101(5) of the Bankruptcy Code.

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

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

2.2.33 **“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.

2.2.34 **“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.

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

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

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

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

2.2.39 **“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.

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

2.2.41 **“CyberCare Equity Interests”** means the Equity Interests in CyberCare held by all Holders of existing common stock, preferred stock, stock options and/or 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.

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

2.2.43 **“CyberTech Equity Interests”** means the Equity Interests of CyberTech held by CyberCare.

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

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

2.2.46 **“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.

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

2.2.48 **“DIP Lender”** means Cast-Crete to the extent of having provided post-petition financing to the Debtors pursuant to the DIP Financing Order.

2.2.49 **“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.

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

2.2.51 **“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.

2.2.52 **“Disclosure Statement”** means Debtors’ Amended Disclosure Statement (and all exhibits and schedules annexed thereto or referenced therein) that relate to this Plan, as such Disclosure Statement may be amended, modified or supplemented, and that has been approved pursuant to Section 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.

2.2.53 **“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.

2.2.54 **“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 in Classes 8(B) and 9(B), means the date selected by the Disbursing Agent for distribution of New Stock or Licensee Stock to Holders of such Claims. “Distribution Date,” when used with respect to a CyberCare Equity Interest in Class 11, means the date selected by the Disbursing Agent for making distribution from the Equity Stock Pool to those Holders of Class 11 CyberCare Equity Interests entitled to distributions.

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

2.2.56 **“Effective Date”** means the later of eleven (11) business days following the entry of the Confirmation Order, provided that no Notice of Appeal is filed with respect to the Confirmation Order, or the date the Confirmation Order becomes final and non-appealable.

2.2.57 **“Equity Interest Holder”** means the Holder of an Equity Interest.

2.2.58 **“Equity Interests”** means any interests in CyberCare or CyberTech in the form of common stock, preferred stock, options, warrants, or other indicia of ownership.

2.2.59 **“Equity Stock Pool”** means the amount of equal to eight percent (8%) of the total amount of the New Stock to be issued and outstanding as of the Effective Date, which will be distributed to Holders of Allowed Class 11 Equity Interests on account of such Allowed Chapter 11 CyberCare Equity Interests.

2.2.60 **“Equity Stock Pool Share”** means, for any particular Holder of an Equity Interest in CyberCare, a number of shares of New 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.

2.2.61 **“Estates”** means the estates created in a Reorganization Cases for each Debtor pursuant to Section 541 of the Bankruptcy Code.

2.2.62 **“Estimation Hearing”** means any hearing for the estimation of Claims under Section 502(c) of the Bankruptcy Code.

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

2.2.64 **“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.

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

2.2.66 **“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.

2.2.67 **“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.

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

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

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

2.2.71 **“Intellectual Property”** means intellectual property as defined in Section 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.

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

2.2.73 **“Judgment Lien Creditor(s)”** means those only Creditors identified in Section 4.8 of the Plan who have asserted a Secured Claim against one or both of the Debtors by virtue of a non-appealable final judgment against the Debtor(s), but only to

the extent such Creditor has established and perfected a judgment lien in accordance with Section 679, Florida Statutes, through the filing of an effective judgment lien certificate with the Judgment Registry of the State of Florida and timely filed proof of a secured Judgment Lien Claim against the applicable Debtor.

2.2.74 **“Judgment Lien Creditor 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 funds in the Judgment Lien Creditor Fund.

2.2.75 **“Judgment Lien Creditor Fund”** means that portion of the BLVT Plan Payment to be used exclusively for the payment of the Secured Claims of those Judgment Lien Creditors of CyberCare described and as provided in Section 5.8.3 of this Plan.

2.2.76 **“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.

2.2.77 **“Licensee”** means the Bulova Technologies Health Systems, a corporate entity to be created for the purposes of owning, commercializing, and licensing all of the Technology and Intellectual Property of CyberTech as of the Petition Date and to enforce all rights thereto.

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

2.2.79 **“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.

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

2.2.81 **“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.

2.2.82 **“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.

2.2.83 **“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.

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

2.2.85 **“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.

2.2.86 **“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.

2.2.87 **“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.

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

2.2.89 **“Plan”** means this Debtors’ Amended Joint Chapter 11 Plan of Reorganization, 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.

2.2.90 **“Plan Account”** means the account(s) into which the BLVT Plan Payment, BLVT CyberCare Shares, and BLVT CyberTech Shares shall be deposited pursuant to Section 7.2 of this Plan.

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

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

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

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

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

2.2.96 **“Professional Fee Claim”** means those fees and expenses claimed by Professionals retained by the Debtors through a Bankruptcy Court order pursuant to Sections 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.

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

2.2.98 **“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.

2.2.99 **“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 Class 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.

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

2.2.101 **“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.

2.2.102 **“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 Section 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.

2.2.103 **“Retained Causes of Action”** means any Causes of Action not otherwise settled, compromised, or resolved prior to the Effective Date.

2.2.104 **“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.

2.2.105 **“Secured Claim”** means any Claim, including interest, fees and charges to the extent allowable pursuant to Section 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 Section 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 Section 506(a) and, if applicable, Section 1129(b)(2)(a)(i)(II), of the Bankruptcy Code.

- 2.2.106 **“Secured Creditor”** means any Creditor holding a Secured Claim.
- 2.2.107 **“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.
- 2.2.108 **“Suspension Period”** means any period in which CyberCare could not register its Common Stock.
- 2.2.109 **“Tang”** means Tony Tang.
- 2.2.110 **“Tang Entities”** means Angela Sabella, CC Fortune, Dynamic Holdings, Manford Investments, Tang, and View Far.
- 2.2.111 **“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.
- 2.2.112 **“Technology”** means the Intellectual Property owned by or licensed to either of the Debtors.
- 2.2.113 **“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 CyberCare Equity Interests of CyberCare or any New Stock issued pursuant to this Plan.
- 2.2.114 **“Unimpaired”** means a Claim that is unimpaired within the meaning of Section 1126 of the Bankruptcy Code.
- 2.2.115 **“United States Trustee”** means the Office of the United States Trustee for the Middle District of Florida, Tampa Division.

2.2.116 **“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 Section 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 Section 506(a) of the Bankruptcy Code, but excluding any Claim designated as an Unsecured Claim elsewhere in the Plan.

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

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

2.2.119 **“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 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.

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

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

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

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

As provided in Section 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 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 Sections 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. Such Administrative Claims shall include all fees due to the United States Trustee pursuant to 28 U.S.C. Section 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 Sections 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. 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 entry of the Confirmation Order, 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 respective Reorganized Debtor 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**

The DIP Loan Claims shall be paid in Cash, or through other consideration provided by BLVT, on (i) the Effective Date or (ii) as may be agreed between BLVT and the DIP Lender.

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. Section 1930(a)(6) arising or accruing from distributions made by the Reorganized Debtors under the Plan.

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 Section 1129(a)(9)(C) of the Bankruptcy Code. Such deferred Cash payments shall be made in 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. Section 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 Sections 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 2,000,000.00 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 Phoenix Leasing, Inc.

4.8.1.3 International Business Machines Corp.

4.8.1.4 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.

4.8.3 Any person who may claim rights against CyberCare or CyberTech based on any judgment or purported judgment lien not specifically designated in the foregoing subclasses of this Section 4.8 shall be treated as holding General Unsecured Claims classified in Class 8 of this Plan.

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**

4.10.1 Class 9(A) shall consist of all Unsecured Claims of Cast-Crete against CyberCare.

4.10.2 Class 9(B) shall consist of all Unsecured Claims of Cast-Crete against CyberTech.

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.

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 Section 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 All DIP Loan Claims shall be satisfied as provided in Article 3 of this Plan and any lien or security interests securing the DIP Loan Claims shall be extinguished as of the Effective Date.

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 (i) any amount

received by CC Fortune as a Holder of the Class 4(B) Claim against CyberCare, or (ii) the amount of \$500,000.00 representing the stipulated value of the BLVT CyberTech Stock to be received by the Tang Entities as Holders of Class 8(B) Unsecured Claims against CyberTech shall be treated as a Class 8(A) Unsecured Claim and satisfied through the Pro Rata distribution of New Stock from the Unsecured Stock Pool as provided in Section 5.9.1 of this Plan.

5.5.1 The Allowed Class 4(B) Secured Claim of CC Fortune 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 Section 5.9 of this Plan after crediting (a) any of the Outreach Proceeds received by CC Fortune; and (b) the stipulated value of the Licensee Stock received by the Tang Entities as Class 8(B) Unsecured Creditors 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 shall be treated as a Class 8(A) Unsecured Claim entitled to a Pro Rata

Share of the Unsecured Stock Pool to be distributed on account of such Allowed Unsecured Claim under Section 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 Sections 506(a) and 553 of the Bankruptcy Code.

5.7.3 The remainder of Manford Investments' Allowed Claim against CyberCare after crediting the amount of the setoff of the amounts owed by Manford Investments to CyberCare as provided in Section 5.7.2 on account of its Allowed Class 6(A) Claim 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 consists of all Claims of Judgment Lien Creditors as 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 Cash in the Judgment Lien Creditor Fund on the Effective Date to those Judgment Lien Creditors and in the specific amounts set forth in Section 5.8.3 within ten (10) days of the Effective Date of the Plan. Upon distribution of the amounts from the Judgment Lien Creditor Fund to the Judgment Lien Creditors identified in Section 5.8.3., all judgment liens on personal property of CyberCare, including all Causes of Action or Net Recoveries of Causes of Action, shall be transferred to revest 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, however, 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 Claims of the Judgment Lien Creditors 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 Systems;
- 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 Except as otherwise provided, Judgment Lien Creditors shall be entitled to participate in distributions to Holders of General Unsecured Class 8(A) Claims to the extent of their Allowed Judgment Lien Creditor Claim after crediting the amounts received by such Judgment Lien Creditor pursuant to Section 5.8.3 or the value of the property surrendered pursuant to Section 5.8.4, provided, however, upon receipt of the payment from the Judgment Lien Creditor Fund as provided in Section 5.8.3. of the Plan, International Business Machines Corporation shall assign all rights to distribution on account of its General Unsecured Claim to BLVT. A Judgment Lien Creditor shall not be entitled to any further distributions if its Allowed Class 7 Secured Claim has been paid in full through Distributions under this Section 5.8.

5.8.5 Class 7 is 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, with the exception of the separately classified Class 9 Unsecured Claims of Cast-Crete.

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

5.9.1.3 All distributions to the Tang Entities on account of their Allowed Class 8(A) Unsecured Claims shall be made only from the Unsecured Stock

Pool. Any other Allowed Class 8(A) Unsecured Creditor of CyberCare shall be deemed to have elected to receive a Pro Rata Distribution from the BLVT Stock Pool unless such Class 8(A) Unsecured Creditor affirmatively elects to participate in distributions of New Stock from the Unsecured Stock Pool by so indicating on its Ballot.

5.9.1.4 Class 8(A) is Impaired.

5.9.2 Class 8(B)

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

5.9.1.6 All Allowed Unsecured Claims against CyberTech shall receive a Pro Rata Distribution of the BLVT CyberTech Shares to be distributed to the Unsecured Creditors of CyberTech.

5.9.1.7 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 Class 9(A) 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 In the event that Cast-Crete rejects the treatment set forth in 5.10.2, Cast-Crete's Allowed Class 9 (A) Unsecured Claim shall be treated as an Allowed Class 8 (A) Unsecured Claim and equity interests in Reorganized CyberTech shall be transferred to the Licensee.

5.10.4 In satisfaction of its Allowed Class 9(B) Unsecured Claims against CyberTech, Cast-Crete shall be issued twenty percent (20%) of the Licensee Stock to be initially held by Reorganized CyberTech, as its designee.

5.10.5 In the event that Cast-Crete rejects the treatment set forth in Section 5.10.4, Cast-Crete's Allowed Class 9 (B) Unsecured Claim shall be treated as an Allowed Class 8 (B) Unsecured Claim.

5.10.6 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 Equity Stock Pool 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 CyberCare as the current Holder of CyberTech Common Stock as of the Record Date.

5.13.2 On the Effective Date, all 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.

5.14 **Allowance of Tang Entities Claims**

Upon the Effective Date of the Plan, the Claims of the Tang Entities will be deemed allowed against CyberCare and CyberTech, respectively, in the amounts scheduled (unless scheduled as contingent, disputed or unliquidated, or superseded by a timely filed Proof of Claim) or as filed through a timely filed Proof of Claim for the purposes of the treatment of such Claims under this Plan and the Distributions of New Stock BLVT CyberTech Stock under this Plan.

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 Section 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 Section 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 Section 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 Section 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 Section 1129(a)(8) of the Bankruptcy Code, the Debtors will request that the Bankruptcy Court confirm the Plan in accordance with Section 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**

Classes 11 and 12 shall be deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

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 Claims), 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 from 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 Stock, or BLVT Stock, to Holders of the Allowed Class 8(A) Unsecured Claims and the issuance of designated amounts of New Stock to Holders of Allowed Class 11 CyberCare Equity Interests. Holders of Allow Class 8 (B) Claims will receive designated amounts of BLVT CyberTech Shares. The Holders of the Intercompany Claims will not receive any distribution or retain any Property under the Plan. Cast-Crete will receive one hundred percent (100%) of the Equity Interest in Reorganized CyberTech in satisfaction of its Class 9 Unsecured Claim, in the event that Cast-Crete does not accept its treatment, it will be treated as a Holder of Class 8 (A) and class 8 (B) unsecured claims.

7.2 **Plan Account**

The Reorganized Debtors shall establish the Plan Account into which the BLVT Plan Payment, BLVT CyberTech Shares, and BLVT CyberCare Shares shall be deposited or held.

7.3 **Prosecution of the Retained Causes of Action**

Any rights or Causes of Action shall remain property of the Reorganized Debtors pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code. In accordance with Section 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 Collection Agent, at its sole discretion, shall

be entitled to pursue, compromise, or abandon any and all of the Retained Causes of Action on behalf of the Reorganized Debtors. 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.

7.4 **Distribution of Net Recoveries of Causes of Action**

Any Net Recoveries of Retained Causes of Action obtained after the Effective Date shall be distributed as follows:

7.4.1 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 any Collection Agent.

7.4.2 Any Net Recoveries of Retained Causes of Action shall revert in the Reorganized Debtors.

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

7.5.1 **Administrative Claim Fund.** The Administrative Claim Fund shall be funded through (a) the portion of the BLVT Plan Payment not dedicated to the Judgment Lien Creditor Fund; and (b) 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. Cash payments to be made on the Effective Date on account of Allowed Administrative Expense Claims shall be made from the Administrative Claim Fund.

7.5.2 **BLVT Plan Payment.** BLVT shall provide the Reorganized Debtors with the BLVT Plan Payment prior to and as a condition of the Effective Date.

7.6 **Corporate Existence and Structure**

7.6.1 **Reorganized CyberCare**

CyberCare will continue its corporate existence as a domestic licensee of the Technology and Intellectual Property contributed to by Licensee as provided in Section 7.6.2 of this Plan.

7.6.2 **Reorganized CyberTech**

Through Cast-Crete's ownership of an interest in the Licensee, Reorganized CyberTech will continue its ongoing efforts to develop the suite of products known as CyberTech's Electronic House Call[®] and related technologies. On the Effective Date, CyberTech will assign to the Licensee any rights to its Technology and Intellectual Property, including any rights of CyberTech to the Electronic House Call[®] trade name or trademarks, as well as all other tangible and intangible personal property of CyberTech, exclusive of all corporate and tax attributes, rights to the name CyberTech,

and the twenty percent (20%) interest in the Licensee that may be held by CyberTech as designee of Cast-Crete. Both CyberTech and Licensee may negotiate, either collectively or independently, with Georgia Tech for a new license agreement to commercialize the Electronic House Call[®] proprietary technology. Reorganized CyberTech shall be authorized by the Licensee to utilize the trade name and trademarks related to Electronic House Call[®] for a period of at least ninety (90) days following the Effective Date.

7.7 **Issuance of New Stock**

7.7.1 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:

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

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

7.7.1.3 Sixty-five percent (65%) of the total number of shares of New Stock issued and outstanding as of the Effective Date shall be issued to BLVT in exchange for the BLVT Plan Payment and BLVT CyberCare Shares.

7.7.1.4 Ten percent (10%) of the total number of shares of New 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.

7.7.1.5 The issuance and distribution of (a) New Stock and BLVT CyberCare Shares to the Holders of Allowed Class 8(A) Unsecured Claims; (b) the Equity Stock Pool Shares to the Holders of Allowed Class 11 CyberCare Equity Interests as provided in this Plan; (c) the issuance and distribution of one hundred percent (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 BLVT CyberTech Shares 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 Section 382(1)(5)(E) of the Internal Revenue Code (the "Code") and the regulations promulgated there under. All of the New Stock issued is intended to be and shall be deemed to have been issued in a manner that satisfies the requirements of Section 382(1)(5) of the Code.

7.7.2 **BLVT Call**

7.7.21 Within the two years following the Effective Date, BLVT, or its assigns, in its sole discretion, will have the right to purchase all of the New Stock issued in Reorganized CyberCare to CyberCare's General Unsecured Creditors, which will be approximately seventeen percent (17%) of the total Common Stock to be issued as of the Effective Date for the total amount of \$4,000,000.00 payable in Cash. If

BLVT elects to exercise its right to the BLVT Call, the Call Amount will be distributed Pro Rata among the Class 8(A) Unsecured Creditors of CyberCare in exchange for and in proportion to the amount of New Stock issued to such creditor on account of their Unsecured Claim as of the Effective Date.

7.7.3 **BLVT Put**

7.7.3.1 If BLVT does not exercise its rights under the BLVT Call with respect to the New Stock issued to Class 8(A) Unsecured Creditors of CyberCare during the two years following the Effective Date, at the expiration of such two-year period, the holders of the BLVT CyberTech Shares that are distributed to the Holders of Class 8(B) Unsecured Claims against CyberTech will have the right but not the obligation, to require BLVT to purchase all of the BLVT Stock issued to such Class 8(B) Unsecured Creditors of CyberTech in exchange for a payment from BLVT of \$500,000.00, payable in Cash. The BLVT Put amount will be distributed pro rata among the holders of BLVT CyberCare Shares distributed to the Class 8(B) Unsecured Creditors of CyberTech based on the proportionate share of BLVT CyberCare Shares held by the Unsecured Creditors of CyberTech.

7.7.3.2 The BLVT Put shall be exercised only upon the affirmative written election of the Holders of the BLVT Stock distributed to the Class 8(B) Unsecured Claims against CyberTech.

7.7.3.3 The BLVT Put shall not be exercised before the second anniversary of the Effective Date and shall expire upon the earlier of (a) forty-five (45)

calendar days from the second anniversary of the Effective Date, or (b) upon the exercise by BLVT of the BLVT Call.

7.7.3.4 In the event the BLVT CyberTech Shares are repurchased by BLVT through the exercise of the BLVT Put, any Holder(s) of the BLVT CyberTech Shares shall, contemporaneous with the receipt of the Pro Rata portion of the BLVT Put amount, transfer to BLVT any New Stock received on account of such Holders of Class 8(A) Unsecured Claims against CyberCare.

7.7.4 **Additional Issuance of New Stock**

After the Effective Date, Reorganized CyberCare may issue additional New Stock or debt to fund future acquisitions or for other business purposes. The issuance and/or sale of any New Stock, other than on account of Allowed Administrative Claims, Priority Claims, Unsecured Claims, or Allowed CyberCare Equity Interests pursuant to Section 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.

7.8 **Exemption from Securities Law and Registration Requirements**

7.8.1 Pursuant to Section 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.

7.8.2 The New Stock and BLVT CyberCare Shares to be issued to the Holders of Allowed Class 8(A) and Allowed Class 11 CyberCare Equity Interests will be freely transferable to the full extent provided under Section 1145 of the Bankruptcy Code, provided any Holder shall comply with applicable federal and state securities laws to the extent not superseded by Section 1145 of the Bankruptcy Code. Neither the Debtors, Reorganized Debtors, nor BLVT 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 warrants which have not been previously exercised will be cancelled. All New 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 Stock shall bear the same rights and privileges. The New Stock shall have only such rights with respect to dividends, liquidation, and other manners as may be set forth in the Amended Articles and Amended Bylaws.

The New Stock and BLVT CyberCare Shares to be issued to the Holders of Allowed Class 8(A) Unsecured Claims against CyberCare and Allowed Class 11 CyberCare Equity Interests 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) as provided by Section 1145(a)(1) of the Bankruptcy Code.

7.9 **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.

7.10 **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.

7.11 **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 Section 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.

7.12 **Limitation of Liability**

To the full extent provided under Section 1125(e) of the Bankruptcy Code, neither BLVT, the Reorganized Debtors, nor any of their respective officers, directors, employees, members, or agents, shall be liable for any act or omission made in good faith in connection with or related to formulating, implementing, or confirming 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 BLVT and the Reorganized Debtors, and each of their respective officers, directors, employees, members or agents, have acted in good faith through the Confirmation Date.

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

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

Pursuant to Sections 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 and that has not been expressly assumed or rejected with the Bankruptcy Court's approval on or prior to the Confirmation Date shall be deemed rejected as of the Confirmation Date (collectively, the "Rejected Contracts"). Any Claims on account of

the Rejected contracts shall be filed within thirty (30) days of the Effective Date of the Plan.

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.

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, 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 BLVT shall have deposited the BLVT Plan Payment in the Plan Account.

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

The conditions precedent set forth in Sections 9.1 and 9.2 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 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.

10.2 **Estimation of Claims**

The Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any Contingent Claim pursuant to Section 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. 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 Stock, or BLVT CyberCare Shares as is necessary to pay any Disputed Claims or Equity Interests. In determining the amount of Cash or 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 or stock so reserved. 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. 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.

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 these cases, 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. Unless a 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 Holder's 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 Holder's 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 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 or returned as undeliverable with no forwarding address as of ninety (90) days following the distribution date shall be forfeited, and neither the Reorganized Debtors nor the Plan Account 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.

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 Section 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.

11.2 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 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.

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 and Officers**

The composition, affiliations, and compensation of the initial board of directors and officers of the Reorganized Debtors shall be 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 Section 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.

12.4 **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 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 may determine in their or its sole discretion.

12.5 **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.

12.6 **Amended Articles and Amended Bylaws**

12.6.1 As of the Effective Date, the Articles of Incorporation and Bylaws of the Reorganized Debtors may be amended and restated as 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 Section 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.

12.6.2 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.

12.6.3 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.

12.6.4 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.

12.7 **Section 1146 Exemption**

Pursuant to Section 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**

13.1.13.1 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 all matters arising out of, and related to the Reorganization Case and the Plan pursuant to, and for the purposes of, Sections 105(a), 1127, 1142 and 1144 of the Bankruptcy Code.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 **Modification of Plan**

The Debtors reserve 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 Section 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.

14.2 **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.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Binding Effect**

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

14.7 **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.

14.8 **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.

CYBERCARE, INC.

CYBERCARE TECHNOLOGIES, INC.

By: 
Joseph R. Forte, CEO

By: 
Joseph R. Forte, CEO