

L34994

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

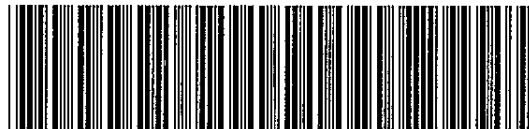
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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08/05/04--01043--012 **140.00

RECEIVED
04 AUG -5 PM 1:21
DIVISION OF CORPORATION

FILED
04 AUG -5 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

8/5/04
merger
sf

CT CORPORATION

August 5, 2004

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 6162340 SO
Customer Reference 1: Budget
Customer Reference 2: Reorganization

Dear Secretary of State, Florida:

Please file the attached:

Mastering the Move Realty, Inc. (FL)
Merger (Discontinuing Company)
Florida

The Move Shop, Inc. (FL)
Merger (Discontinuing Company)
Florida

BRAT Relocation Services, Inc. (FL)
Merger (Discontinuing Company)
Florida

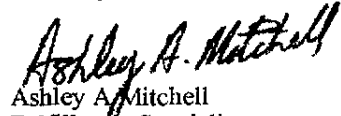
Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

A handwritten signature in black ink that reads "Ashley A. Mitchell". The signature is written in a cursive style with a large, stylized 'A'.

Ashley A. Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A WoltersKluwer Company

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BRAT Move Management, Inc.	Oregon	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Mastering the Move Realty, Inc.	Florida	P98000044170
The Move Shop, Inc.	Florida	P95000029689
BRAT Relocation Services, Inc.	Florida	L34994

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

PLEASE SEE ATTACHMENT DETAILING ADOPTION OF MERGER

(Attach additional sheets if necessary)

FILED
04 AUG -5 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Attachment

The plan of merger was adopted pursuant to the Second Amended Joint Chapter 11 Liquidating Plan of BRAC Group, Inc. and its Debtor Subsidiaries, as filed with the United States Bankruptcy Court for the District of Delaware (the "Court") on February 3, 2004 (docket number 3728) and confirmed by the Court on April 23, 2004. The Plan requires that the parties hereto effectuate this Merger. The Plan also names Howard G. Truesdell as the Plan Administrator with authority to sign on behalf of the companies listed. A copy of the Plan is attached as Exhibit B.

Seventh: SIGNATURES FOR EACH CORPORATION

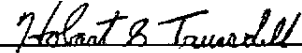
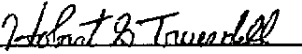
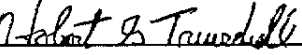
<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
BRAT Move Management, Inc.		Hobart G. Truesdell, Plan Administrator
Mastering the Move Realty, Inc.		Hobart G. Truesdell, Plan Administrator
The Move Shop, Inc.		Hobart G. Truesdell, Plan Administrator
BRAT Relocation Services, Inc.		Hobart G. Truesdell, Plan Administrator

EXHIBIT B

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of July 9, 2004, is by and among BRAT Move Management, Inc., an Oregon corporation (the "**Company**"), Mastering the Move Realty, Inc., a Florida corporation ("**Mastering the Move**"), The Move Shop, Inc., a Florida corporation ("**Move Shop**"), and BRAT Relocation Services, Inc., a Florida corporation ("**BRAT Relocation**" and, together with Mastering the Move and Move Shop, hereinafter referred to as the "**Subsidiaries**").

WHEREAS, the Company owns 100% of the outstanding capital stock of each of the Subsidiaries;

WHEREAS, pursuant to the Second Amended Joint Chapter 11 Liquidating Plan of BRAC Group, Inc. and Its Debtor Subsidiaries, as filed with the United States Bankruptcy Court For The District of Delaware (the "**Court**") on February 3, 2004 (docket number 3728) and confirmed by the Court on April 23, 2004, the parties hereto are required to effectuate the Merger (as defined below); and

WHEREAS, the Company desires to merge the Subsidiaries with and into itself (the "**Merger**");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which each party hereby acknowledges, the parties agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, the Subsidiaries shall be merged with and into the Company at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existences of the Subsidiaries shall cease and the Company shall continue as the surviving corporation and shall succeed to and assume all the rights and obligations of the Subsidiaries.

2. **Effective Time.** The Merger shall become effective when executed Articles of Merger (the "**Articles of Merger**") are duly filed with the Secretary of State of the State of Oregon; provided, however, that, upon mutual consent of the Company and the Subsidiaries, the Articles of Merger may provide for a later date of effectiveness of the Merger. When used in this Agreement, the term "**Effective Time**" shall mean the date and time at which the Articles of Merger are accepted for recording or such later time established by the Articles of Merger.

3. **Issued Shares.** The issued and outstanding shares of capital stock of each of the Subsidiaries shall not be converted in any manner, but each said share which is outstanding as of the Effective Time shall be cancelled.

4. **Plan of Liquidation.** The parties agree (1) that the Merger shall constitute a complete liquidation of each of the Subsidiaries into the Company pursuant to Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and (2) that this Agreement and the agreements, resolutions and other documents necessary to effect the Merger with respect to each of the Subsidiaries are intended, collectively, to constitute a "plan of liquidation" (within the meaning of Section 332 of the Code) with respect to such Subsidiaries.

5. **General Provisions.**

(a) *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

(b) *Partial Validity.* Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

BRAT MOVE MANAGEMENT, INC.

Hobart G. Truesdell
Name: Hobart G. Truesdell
Its: Plan Administrator

MASTERING THE MOVE REALTY, INC.

Hobart G. Truesdell
Name: Hobart G. Truesdell
Its: Plan Administrator

THE MOVE SHOP, INC.

Hobart G. Truesdell
Name: Hobart G. Truesdell
Its: Plan Administrator

BRAT RELOCATION SERVICES, INC.

Hobart G. Truesdell
Name: Hobart G. Truesdell
Its: Plan Administrator

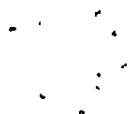


EXHIBIT B