

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The Auto Club Group
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Angie @ 272-3533
(Contact Person)

Pennington, PA
(Firm/Company)

(Address)

(City/State and Zip Code)

Please call when ready for pickup.
Thank you!!

For further information concerning this matter, please call:

(Name of Contact Person) At (_____) _____
(Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

~~EFFECTIVE DATE~~
11-30-14

FILED

2014 NOV 18 PM 5:01

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger

For

Michigan and Florida Non-Profit Corporation

The following Articles of Merger are submitted to merge the following corporations in accordance with section 617.0302, Florida Statutes and Michigan Compiled Laws Annotated 450.2701 et seq.

First: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
AAA Auto Club South, Inc.	Florida	not for profit corporation

Second: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

Name:	Jurisdiction	Form/Entity Type
The Auto Club Group, <i>Inc.</i>	Michigan	not for profit corporation

Third: The Plan of Merger (attached as Exhibit A) was approved on behalf of AAA Auto Club South, Inc. in accordance with the applicable provisions of the Florida Business Corporation Act, as amended, Florida Statutes, Chapter 607, and on behalf of The Auto Club Group, *Inc.* in accordance with the applicable provisions of the Michigan Not For Profit Corporation Act, as amended, M.C.L.A. 450.2701 et seq.

Fourth: The merger shall be effective on November 30, 2014.

Fourth-Part A Adoption of Merger by Surviving Corporation

There are no members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on February 25, 2014. The number of directors in office was 14. The vote for the plan was as follows: 14 For, 0 Against.

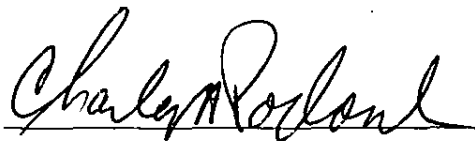
Fourth Part B Adoption of Merger by Merging Corporation

There are no members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on May 20, 2014. The number of directors in office was 4. The vote for the plan was as follows: 4 For, 0 Against.

Signatures on Following Page.

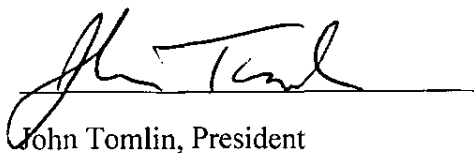
Fifth: Signatures for Each Entity:

The Auto Club Group, **Inc.**

A handwritten signature in cursive script, appearing to read "Charles H. Podowski", written over a horizontal line.

Charles H. Podowski, President

AAA Auto Club South, Inc.

A handwritten signature in cursive script, appearing to read "John Tomlin", written over a horizontal line.

John Tomlin, President

The Auto Club Group, Inc.
and
AAA Auto Club South, Inc.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") dated November 30, 2014 is by and between The Auto Club Group, ^{Inc} a not-for-profit corporation organized and existing under the laws of Michigan, with its principal office located at 1 Auto Club Drive, Dearborn, MI 48126 and AAA Auto Club South, Inc., a not-for-profit corporation organized and existing under the laws of Florida with its principal office located at 1515 North Westshore Boulevard, Tampa, Florida 33607.

WHEREAS, The Auto Club Group, ^{Inc} is a not-for-profit corporation organized and existing under the laws of Michigan, having been incorporated on April 18, 1997.

WHEREAS, AAA Auto Club South, Inc. is a corporation duly organized and existing under the laws of Florida, having been incorporated on November 29, 1962 as a membership based non-profit corporation.

WHEREAS, The Auto Club Group, ^{Inc} has no shareholders and is controlled solely by its Board of Directors and AAA Auto Club South, Inc. has no shareholders and is controlled by its Corporate Member, The Auto Club Group, ^{Inc} The Auto Club Group, ^{Inc} deems it advisable that AAA Auto Club South, Inc. be merged with and into The Auto Club Group, ^{Inc} (its parent) as the surviving corporation as authorized by the laws of the States of Florida and Michigan, and pursuant to the terms and conditions set forth in this Agreement.

In consideration of the premises, mutual agreements, provisions, covenants, and grants therein contained, the parties hereby agree as follows:

ARTICLE I-MERGER AND NAME OF SURVIVING CORPORATION

At the effective date, as defined in this Agreement, AAA Auto Club South, Inc. shall be merged with and into The Auto Club Group, ^{Inc.} ("Surviving Corporation") which shall not be a new corporation but shall continue its corporate existence as a corporation to be governed by the laws of Michigan, and which shall continue to be named "The Auto Club Group, ^{Inc.}" and shall maintain a registered office in Michigan.

ARTICLE II-TERMS AND CONDITIONS OF MERGER

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Agreement) as follows:

At the effective date:

1. The Surviving Corporation shall be The Auto Club Group, ^{Inc.}
2. The separate existence of AAA Auto Club South, Inc. shall cease.
3. On and after the effective date, the Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public, as well as a private nature, of AAA Auto Club South, Inc. and be subject to all the restrictions, disabilities and duties of each constituent corporation. All property (real, personal and mixed) including leases, all debts due on whatever account, all choses in action and all assets and every other interest of, or belonging to or due to AAA Auto Club South, Inc., shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or any interest thereon vested in the Surviving Corporation or AAA Auto Club South, Inc. shall not revert or be in any way impaired by reason of this Agreement.
4. All corporate acts, plans, policies, contracts, approvals and authorizations of AAA Auto Club South, Inc. and its board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the effective date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the

Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were to AAA Auto Club South, Inc.

5. The assets, liabilities, reserves and accounts of each constituent corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such constituent corporation, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

6. The board of directors and the officers of the Surviving Corporation as of the effective date shall remain unchanged; the pre-merger status quo shall remain in effect.

ARTICLE III-CERTIFICATE OF INCORPORATION AND BYLAWS

The articles of incorporation and by-laws of The Auto Club Group, ^{Inc.} as existing and constituted immediately prior to the effective date shall, upon the merger becoming effective, be and constitute the articles of incorporation and by-laws of the Surviving Corporation until amended in the manner provided by law.

ARTICLE V-MISCELLANEOUS PROVISIONS

AAA Auto Club South, Inc. has no stockholders. After the approval or adoption of this Agreement by the board of directors for both The Auto Club Group, ^{Inc.} and AAA Auto Club South, Inc in accordance with the requirements of the laws of Florida and Michigan, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of Florida and Michigan.

This Agreement may be terminated at any time prior to the effective date by mutual consent of the constituent corporations, expressed by action of their respective boards of directors.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument.

The Surviving Corporation shall pay all the expenses of carrying this Agreement into effect and of accomplishing the merger.

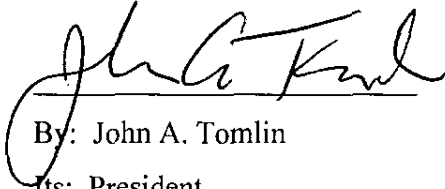
This plan and the legal relations between the parties to this plan shall be governed by and construed in accordance with the laws of Michigan.

This plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties to this plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and attested as of the date first written above.

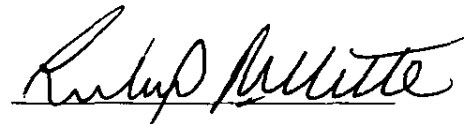
AAA Auto Club South, Inc.

(Seal)



By: John A. Tomlin
Its: President


Attest:



Richard T. White, Secretary


The Auto Club Group, Inc.

(Seal)



By: Charles H. Podowski
Its: President

Attest:



Richard T. White, Secretary