

CAPITAL CONNECTION, INC.
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-3877 • (850) 342-0061 • Fax (850) 222-0222

P000000055752

The Affinity Group,
Inc

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Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
☒ Merger File _____
Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
☒ Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
Vehicle Search _____
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

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TALLAHASSEE, FLORIDA
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EFFECTIVE DATE
6/9/00

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Signature _____

Requested by: LG 6/9/00 Dur
Name Date Time

Walk-In _____ Will Pick Up _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE AFFINITY GROUP LLC a Florida LLC #L990000007389

INTO

THE AFFINITY GROUP, INC., a Florida entity, P00000055752

File date: June 9, 2000, effective June 9, 2000

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER
OF

THE AFFINITY GROUP, INC.

A Florida corporation

FEIN: Applied For - Florida Document Registration Number: P000000055752

Street Address of Principal Office: 100 2nd Avenue South
Suite 302N
St. Petersburg, Florida 33701

Which entity is the SURVIVING ENTITY

AND

THE AFFINITY GROUP LLC

A Florida limited liability company

FEIN: 59-3607447 - Florida Document Registration Number: L99000007389

Street Address of Principal Office: 100 2nd Avenue South
Suite 302N
St. Petersburg, Florida 33701

Which entity is the Merging entity

To the Secretary of State
of the State of Florida

Pursuant to Sections 607.1109 and 608.4382, the following Articles of Merger are executed for the purpose of merging The Affinity Group LLC, a Florida limited liability company (the "Merged Limited Liability Company"), into The Affinity Company, Inc., a Florida corporation (the "Surviving Corporation").

1. The Agreement and Plan of Merger is attached hereto as Exhibit "A" (the "Plan").
2. The Plan was approved by the Sole Member of the Merged Limited Liability Company on June 5, 2000 in accordance with Chapter 608, Florida Statutes.
3. The Plan was approved by the Sole Director and the Sole Stockholder of the Surviving Corporation on June 5, 2000 in accordance with Chapter 607, Florida Statutes.

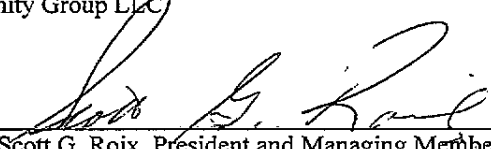
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4. The effective date of the merger in the State of Florida herein provided shall be June 9, 2000.
5. The Plan meets the requirements of Sections 607.1108 and 608.438, Florida Statutes.
6. This merger is permitted by all applicable laws and is not prohibited by the Articles of Incorporation or the bylaws or the Regulations, Operating Agreement or Articles of Organization of any corporation or limited liability company that is a party to this merger.

Those Articles of Merger comply and were executed effective June 6, 2000 in accordance with the laws of Florida which is the jurisdiction of each party hereto.

The Affinity Group LLC

By: 
Scott G. Roix, President and Managing Member

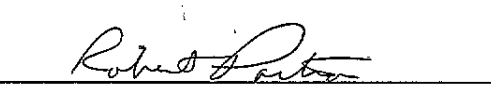
Attest:


Scott G. Roix, Secretary

The Affinity Group, Inc.

By: 
Scott G. Roix, President

Attest:


Robert Poitras, Secretary

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan") is made this 5th day of June, 2000, by and between THE AFFINITY GROUP, INC., a Florida corporation ("Surviving Corporation") and THE AFFINITY GROUP LLC, a Florida limited liability company ("Merged Limited Liability Company") (hereinafter individually called "Merging Entity" and collectively called the "Merging Entities").

W I T N E S S E T H:

WHEREAS, the Articles of Incorporation of the Surviving Corporation were filed in the office of the Secretary of State of Florida on June 6, 2000 and corporate existence began on June 2, 2000;

WHEREAS, the Certificate and Articles of Organization of the Merged Limited Liability Company were filed in the office of the Secretary of State of Florida on November 3, 1999, is member managed and with Scott G. Roix being the managing member;

WHEREAS, the Members of the Merged Limited Liability Company and the Sole Director and the Sole Shareholder of the Surviving Corporation have authorized the merger of Merged Limited Liability Company into Surviving Corporation pursuant to the plan set forth herein, in the manner prescribed by applicable Florida law; and

WHEREAS, this Plan is subject to and is recommended for approval by the Members of the Merged Limited Liability Company and by the Sole Shareholder of the Surviving Corporation.

NOW, THEREFORE, the merger of Merged Limited Liability Company into Surviving Corporation shall be accomplished as follows:

ARTICLE I

Merger

On the Effective Date (defined below), Merged Limited Liability Company shall be merged into Surviving Corporation and Surviving Corporation shall merge Merged Limited Liability Company into itself. Following the approval of this Plan by the Sole Shareholder and the Members of the Merging Entities, the officers of the Merging Entities shall cause the filing of Articles of Merger with the Secretary of the State of Florida, with the merger to have an effective date of June 7, 2000 (the "Effective Date").

ARTICLE II

Articles of Organization and Name

The Articles of Incorporation of the Surviving Corporation shall remain in effect and unchanged as a result of this merger. The name of the surviving entity shall be THE AFFINITY GROUP, INC.

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ARTICLE III
Conversion of Shares and Membership Interests

(a) Each Voting Membership Unit in the Merged Limited Liability Company outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holder, become 6.21 shares of the \$0.50 par value common capital stock of the Surviving Corporation, and each Nonvoting Membership Unit in the Merged Limited Liability Company outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holder, become 6.187 shares of the \$0.50 par value common capital stock of the Surviving Corporation, with fractions of a share to be rounded to the nearest whole shares. As soon as practical after the Effective Date of the merger, each holder of a membership interest in the Merged Limited Liability Company shall be entitled, upon surrender of the certificate or certificates, if any were ever issued, representing such holder's membership interest in the Merged Limited Liability Company, to receive in exchange therefore a certificate or certificates representing the appropriate number of shares of the \$0.50 par value common stock of the Surviving Corporation, as follows:

<u>Member</u>	<u>Membership Units in Merged LLC</u>	<u>Number of Shares of Common Stock to be issued in Surviving Corporation</u>
Scott G. Roix	510 Voting Units	3,167
The Vance Vogel Qualified Subchapter S Trust No. 1	245 Nonvoting Units	1,516
YEN Trust, a Bahamian Trust	245 Nonvoting Units	1,516

(b) The shares of common stock of the Surviving Corporation outstanding on the Effective Date of the merger prior to the merger shall not be disturbed or altered in any way by virtue of the merger, except that the percentage interest in the Surviving Corporation represented by such shares shall be proportionately reduced by the new shares of common stock of the Surviving Corporation issued in exchange for the entire interest in the Merged Limited Liability Company.

ARTICLE IV
Terms and Conditions

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) The President and Sole Director of Surviving Corporation on the Effective Date shall remain as the President and Sole Director of the Surviving Corporation after the merger. The name and business address of the President and Sole Director is as follows:

Agreement and Plan of Merger
The Affinity Group LLC into
The Affinity Group, Inc.
June 5, 2000

AEM/Roix AGREEMENT AND PLAN OF MERGER AFFINITY.WPD
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Scott G. Roix
100 2nd Avenue South
Suite 302N
St. Petersburg, Florida 33701

(c) The officers of Surviving Corporation on the Effective Date shall remain as the officers of Surviving Corporation.

(d) The Surviving Corporation shall pay all expenses incident to this merger.

(e) Prior to the Effective Date, neither Merging Entity shall issue, sell or issue rights to subscribe to any shares of stock or membership interest.

(f) Prior to the Effective Date, neither Merging Corporation shall incur any obligations not expressly contemplated by this Plan, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor dispose of any material portion of its business or property.

(g) Upon the Effective Date, the separate existence of Merged Limited Liability Company shall cease, and Merged Limited Liability Company shall be merged into Surviving Corporation, in accordance with the provisions hereof, the laws of the State of Florida. After the merger, Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public and a private nature, and shall be subject to all the restrictions, disabilities and duties of Merged Limited Liability Company. Also, title to all property, whether real, personal and mixed, tangible and intangible, and all debts due to Merged Limited Liability Company shall be vested in Surviving Corporation, and the title to any real estate, whether by deed or otherwise, vested in Merged Limited Liability Company shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Merged Limited Liability Company shall be preserved unimpaired; and all debts, liabilities and duties of Merged Limited Liability Company shall thenceforth attach to Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by Surviving Corporation.

(h) Following the merger, Surviving Corporation shall cause a copy of this Plan, the certificate of merger, or such other documents as the officers of Surviving Corporation shall agree, to be filed in the office of the official who is the recording officer of each County in the State of Florida in which real property, if any, of Merged Limited Liability Company is situated.

(i) If, at any time, Surviving Corporation shall deem it advisable that any further assignments or assurances in law or any things necessary or desirable to vest in Surviving Corporation, according to the terms hereof, the title to any property or rights of Merged Limited Liability Company, the proper officers and members of Merged Limited Liability Company shall execute and make all such

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proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in Surviving Corporation, and otherwise to carry out the purposes of this Plan.

ARTICLE V
Approval of Merger

The parties do hereby acknowledge and confirm as follows:

(a) This Plan has been duly adopted and approved by written consent dated June 5, 2000, by the Sole Member and President of the Merged Limited Liability Company pursuant to Chapter 608, Florida Statutes, and the undersigned officers and members of the Surviving Limited Liability Company have been authorized and directed to execute same.

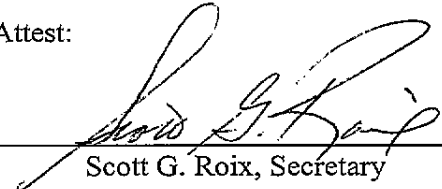
(b) This Plan has been duly adopted and approved by written consent dated June 5, 2000, by the Sole Director and by the Sole Shareholder of the Surviving Corporation pursuant to Chapter 607, Florida Statutes, and the undersigned officers of the Surviving Corporation have been authorized and directed to execute same.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed by their duly authorized officers as of the day and year first above-written.

The Affinity Group LLC

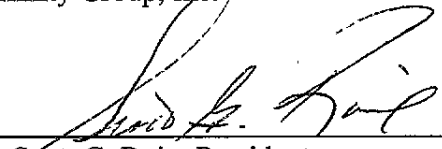
By: 
Scott G. Roix, President and Managing Member

Attest:

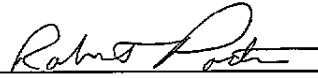

Scott G. Roix, Secretary

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The Affinity Group LLC into

The Affinity Group, Inc.

June 5, 2000

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