FILED IN OFFICE
FEB - 2 2005
SECRETARY OF STATE

ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS INTO
STUDENT LIFE, INC.

Pursuant to the provisions of Section 10-2B-11.07 of the Code of Alabama and Section 48-21-107 of the Tennessee Business Corporation Act, the undersigned, **ACCESS, INC.** and **STUDENT LIFE, INC.** do hereby adopt the following Articles of Merger for the purpose of merging into **STUDENT LIFE, INC.**:

First: The names of the merging corporations and the states under the laws of which they are respectively organized are:

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Shelby Cnty Judge of Probate,AL
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Name of Corporation	State
Student Life, Inc.	Alabama
Access, Inc.	Tennessee

The Articles of Incorporation for Student Life, Inc. were filed in Shelby County, Alabama.
The Articles of Incorporation for Access, Inc. were filed in Tennessee.

Second: The laws of the States of Alabama and Tennessee permit such a merger.

Third: The name of the surviving corporation of the merger is Student Life, Inc. The surviving corporation is to be governed by the laws of the State of Alabama.

Fourth: The Articles of Incorporation of Student Life, Inc. shall be the Articles of Incorporation until further amended or changed as provided by law.

Fifth: The Plan and Agreement of Merger, attached hereto and incorporated by reference as if fully set out herein, was approved by the Shareholders of the undersigned Student Life, Inc. in the manner prescribed by the laws of the State of Alabama, and was unanimously approved by all the Shareholders of the undersigned Access, Inc. in the manner prescribed by the laws of the State of Tennessee.

Sixth: As to each of the undersigned merging corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

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Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class: Designation of Class	Entitled to Vote as a Class: Number of Shares
Student Life, Inc.	1,000	Common	1,000
Access, Inc.	1,000	Common	1,000

Seventh: As to each of the undersigned Corporations, the total number of shares voted for and against such plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Total Voted For	Total Voted Against	Class	Number of Shares Entitled to Vote as a Class: Voted For	Number of Shares Entitled to Vote as a Class: Voted Against
Student Life, Inc.	1,000	-0-	common	1,000	-0-
Access, Inc.	1,000	-0-	common	1,000	-0-

Eighth: Student Life, Inc., as the surviving corporation, is to be governed by the laws of the State of Alabama, therefore Student Life, Inc. does hereby: (a) agree that it may be served with process in the State of Tennessee in any proceeding for the enforcement of any obligation of the undersigned Access, Inc. and in any proceeding for the enforcement of the rights of a dissenting Shareholder of Access, Inc. against the surviving Corporation; (b) irrevocably appoint the Secretary of State of Tennessee as its agent to accept service of process in any such proceeding; and (c) agree that it will promptly pay to the dissenting Shareholders of Access, Inc. the amount, if any, to which they shall be entitled under the provisions of the Tennessee Business Corporation Act with respect to the rights of dissenting Shareholders.

[Signatures follow on next page.]

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of each of the Merging Corporations on this the 22nd day of December, 2004.

Student Life, Inc.

By: ______________________
E. Randy Hall, President

ATTEST:

By: ______________________
R. Dale Wallace, Jr.
Its Secretary

Access, Inc.

By: ______________________
E. Randy Hall, President

ATTEST:

By: ______________________
John D. Tolbert
Its Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that on this 22 day of December, 2004, personally appeared before me E. Randy Hall, who, being by me first duly sworn, declared that he is President of Student Life, Inc., that he signed the foregoing document as President of the Corporation and that the statements therein contained are true.

Alleanna K. Hartley

Notary Public
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 17, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that on this 22 day of December, 2004, personally appeared before me R. Dale Wallace, Jr., who, being by me first duly sworn, declared that he is Secretary of Student Life, Inc., that he signed the foregoing document as Secretary of the Corporation and that the statements therein contained are true.

Alleanna K. Hartley

Notary Public
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 17, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that on this 22 day of December, 2004, personally appeared before me E. Randy Hall, who, being by me first duly sworn, declared that he is President of Access, Inc., that he signed the foregoing document as President of the Corporation and that the statements therein contained are true.

Deanna K. Hartley
Notary Public
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 17, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that on this 22 day of December, 2004, personally appeared before me John D. Tolbert, who, being by me first duly sworn, declared that he is Secretary of Access, Inc., that he signed the foregoing document as Secretary of the Corporation and that the statements therein contained are true.

Deanna K. Hartley
Notary Public
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 17, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER made and entered into this 22 day of December, 2004, (hereinafter sometimes referred to as the "Agreement"), by and between **ACCESS, INC.**, a corporation organized and existing under the laws of the State of Tennessee, and **STUDENT LIFE, INC.**, a corporation organized and existing under the laws of the State of Alabama (said corporations being hereafter sometimes referred to collectively as the "Merging Corporations"),

WITNESSETH:

WHEREAS, Access, Inc., is a corporation duly organized and existing under the laws of the State of Tennessee, having been incorporated on January 11, 1994, and Student Life, Inc. is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated on December 22, 2004; and

WHEREAS, the authorized capital stock of Access, Inc., consists of one thousand (1,000) shares of common stock having a par value of One and No/100 Dollar ($1.00) per share all of which are outstanding; and

WHEREAS, the authorized capital stock of Student Life, Inc. consists of One Thousand (1,000) shares of voting common stock, having a par value of One and No/100 Dollar ($1.00) per share all of which are outstanding; and

WHEREAS, the address of the principal office of Access, Inc. is 2183 Parkway Lake Drive, Birmingham, Alabama 35244, and the address of the principal office of Student Life, Inc. is 2183 Parkway Lake Drive, Birmingham, Alabama 35244; and

WHEREAS, the Boards of Directors of Access, Inc. and Student Life, Inc. deem it advisable for the general welfare and advantage of the Merging Corporations and their respective shareholders that the Merging Corporations merge into a single corporation pursuant to this Agreement; and

WHEREAS, the Boards of Directors of Access, Inc. and Student Life, Inc. have, by resolution, duly approved and adopted this Plan and Agreement of Merger; and

WHEREAS, Access, Inc. and Student Life, Inc., respectively, desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Tennessee and Alabama; and

NOW, THEREFORE, in consideration of the premises and the mutual provisions, agreements, covenants, conditions and grants herein contained, Access, Inc. and Student Life, Inc., by their respective Boards of Directors and in accordance with the applicable provisions of the laws of the States of Tennessee and Alabama, have agreed and do hereby agree with each other as follows:

I. Merger and Effective Date. Upon the effective date of the merger, as hereinafter defined, Access, Inc. shall be merged with and into Student Life, Inc. pursuant to the general corporate laws of the States of Alabama and Tennessee and specifically pursuant to the Business Corporation Acts of the respective states. Student Life, Inc. shall continue its corporate existence under the laws of the State of Alabama and shall be the corporation surviving the merger (said corporation hereinafter sometimes referred to as the "Surviving Corporation"). The separate entity of Access, Inc. shall cease. The Agreement shall be effective on the on the close of business on July 31, 2004, subject to the Articles of Merger, in substantially the form attached hereto as Exhibit A, being filed with the office of the Secretary of State of Tennessee and the Articles of Merger, in substantially the form attached hereto as Exhibit B, and this Agreement being filed in the office of the Secretary of State of the State of Alabama and after satisfaction of the respective requirements and applicable laws of said states requisite to such filings.

II. Name and Jurisdiction. The name of the Surviving Corporation is Student Life, Inc. The Surviving Corporation is to be governed by the laws of the State of Alabama.

III. Applicable Articles of Incorporation. The Articles of Incorporation of Student Life, Inc. shall be the Articles of Incorporation until further amended or changed as provided by law.

IV. Officers and Directors. The directors and officers of Student Life, Inc. shall continue as the directors and officers of the Surviving Corporation until their successors are duly elected and qualified.

V. Conversion of Shares and Merger. The mode of affecting the merger provided in this Agreement and the manner and basis of converting the shares of the Merging Corporations into shares of the Surviving Corporation, as of the effective date, are as follows:

(a) Access, Inc., Voting Common Stock. Each issued and outstanding share of Access, Inc. voting common stock, having a par value of One and No/100 dollar ($1.00) per share and all rights in respect thereof shall, by virtue of the merger herein provided, be converted into and become shares of Student Life, Inc. voting common stock having a par value of One and No/100 ($1.00) per share at a ratio of one (1) share of Student Life, Inc. common stock for every one (1) share of Access, Inc. common stock.

(b) Surrender of Access, Inc. Certificates. As soon as practicable after the merger becomes effective, the stock certificates, representing Access, Inc. stock issued and outstanding at the time of the merger, shall be surrendered for exchange of stock in Student Life, Inc. as hereinabove provided. Until so surrendered for exchange, each such certificate nominally representing shares of Access, Inc. stock shall be deemed, for all corporate purposes, evidence of ownership of the number of shares of common stock of Student Life, Inc. which the holder would be entitled to receive upon its surrender to the Surviving Corporation.

VI. Effect of Merger. At the effective time of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises, both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Merging Corporations, and all of the rights, privileges, immunities, powers and franchises of each of the Merging Corporations and all property, real, personal and mixed, and all debts due to either of said Merging Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of the Merging Corporations, shall be vested in the Surviving Corporation and all property rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as if they were of the respective Merging Corporations, and the title of any real estate vested by deed or otherwise in either of said Merging Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, all rights of creditors and all liens upon any property of either of said Merging Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the merger, and all debts, liabilities and duties of said Merging Corporations, respectively, shall henceforth attach to the 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 the Surviving Corporation. It is the intention of the parties hereto that the merger shall constitute a tax-free reorganization pursuant to § 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended.

VII. Accounting. The assets and liabilities of the Merging Corporations, as of the effective time of the merger, shall be taken up on the books of the Surviving Corporation as the amounts by which they shall be carried at the time on the books of the respective Merging Corporations. The surplus in capital of the Surviving Corporation after the merger shall be available to be used for any legal purpose for which surplus may be used.

VIII. Approval of Shareholders and Filing of Articles of Merger. This Agreement shall be submitted to the shareholders of each of the Merging Corporations as required by the respective laws of the States of Tennessee and Alabama at meetings that shall be held on or before July 31, 2004. The respective designation and number of shares of each class of capital stock of the Merging Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Merging Corporations entitled to vote upon the adoption and approval of the merger is set forth in paragraph Sixth of Exhibit B hereto. After such adoption and approval and subject to the conditions contained in this Agreement, Articles of Merger, in substantially the form attached hereto as Exhibit A shall be signed, verified and delivered to the office of the Secretary of State of the State of Tennessee for filing as provided by the Business Corporation Act of the State of Tennessee; and Articles of Merger, in substantially the form attached hereto as Exhibit B, and this Agreement shall be filed with the Secretary of State of the State of Alabama pursuant to the laws of the State of Alabama.

IX. Termination. Notwithstanding anything to the contrary, this Agreement may be terminated and abandoned at any time before the effective date of the merger upon the following:

(a) Mutual consent of the Boards of Directors of the Merging Corporations.

(b) If, prior to the effective time of the merger, the conditions hereinabove set forth shall not have been met.

X. Entire Agreement. This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if approved and ratified by the Board of Directors of such party.

XI. Amendment. This Agreement may be amended in writing, at any time by the mutual consent of the Boards of Directors of Student Life, Inc. and Access, Inc..

XII. Notices. All notices, requests, demands and other communications herein shall be in writing and shall be deemed to have been duly given if delivered as follows:

(a) If to Student Life, Inc. to Mr. E. Randy Hall, President, Student Life, Inc., 2183 Parkway Lake Drive, Birmingham, Alabama 35244; or

(b) If to Access, Inc. to Mr. E. Randy Hall, President, Access, Inc., 2183 Parkway Lake Drive, Birmingham, Alabama 35244.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on the day and year first hereinabove written.

Access, Inc.

By: ______________________
E. Randy Hall
President

ATTEST:

By: ______________________
John D. Tolbert
Secretary

Student Life, Inc.

By: ______________________
E. Randy Hall
President

ATTEST:

By: ______________________
R. Dale Wallace, Jr.
Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that E. Randy Hall, whose name, as President of Access, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 22 day of December, 2004.

____
Notary Public
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 17, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that John D. Tolbert, whose name, as Secretary of Access, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 22 day of December, 2004.

Deanna K. Hartley
Notary Public
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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that E. Randy Hall, whose name, as President of Student Life, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 22 day of December, 2004.

Deanna K. Hartley
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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that R. Dale Wallace, Jr., whose name, as Secretary of Student Life, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 22 day of December, 2004.

Deanna K. Hartley
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200502070000060220 Pg 12/12 25.00
Shelby Cnty Judge of Probate,AL
02/07/2005 10:57:00 FILED/CERTIFIED

Secretary of State
Office of The Secretary of State

I hereby certify that this is a
true and correct copy of the
document(s) filed in this office
and certificate issued by this
office on February 2, 2005
DATE February 2, 2005

Secretary of State