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Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

EFFECTIVE DATE

Jan 1, 2010

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
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**MERGER OR SHARE EXCHANGE
ALLIANCEONE INCORPORATED**

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TALLAHASSEE, FLORIDA
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Merger
10/15/09

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EFFECTIVE DATE
Jan 1, 2010**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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>AllianceOne Incorporated</u>	<u>Delaware</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>National Medical Coders, Inc.</u>	<u>Florida</u>	<u>P95000067013</u>
<u>Trinity Medical Services, Inc.</u>	<u>Florida</u>	<u>S07189</u>
<u>Bayside Billing, Inc.</u>	<u>Florida</u>	<u>660253</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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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 1 / 1 / 2010 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 9/9/2009.

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 9/9/2009.

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

(Attach additional sheets if necessary)

[illegible]

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of this 31st day of December, 2009, by and among AllianceOne Incorporated, a Delaware corporation ("AllianceOne"), National Medical Coders, Inc., a Florida corporation, Trinity Medical Services, Inc., a Florida corporation and Bayside Billing, Inc., a Florida corporation (collectively, the "AllianceOne Subsidiaries").

RECITALS

WHEREAS, the AllianceOne Subsidiaries and AllianceOne intend to effect a merger of each of the AllianceOne Subsidiaries with and into AllianceOne (the "Merger") in accordance with this Agreement, the Florida Business Corporation Act (the "FBCA") and the Delaware General Corporation Law (the "DGCL"). Upon consummation of the Merger, each of the AllianceOne Subsidiaries will cease to exist and AllianceOne will continue as the surviving corporation in the Merger (the "Surviving Corporation"); and

WHEREAS, this Agreement has been approved by the requisite votes of the boards of directors and the shareholders of AllianceOne and each of the AllianceOne Subsidiaries.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties hereby agree as follows:

1. Merger of AllianceOne Subsidiaries into AllianceOne. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 5), each of the AllianceOne Subsidiaries shall be merged with and into AllianceOne, and the separate existence of each of the AllianceOne Subsidiaries shall cease.
2. Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.
3. Certificate of Merger. A certificate of merger satisfying the applicable requirements of the DGCL (the "Certificate of Merger") shall be duly executed by AllianceOne and shall be filed with the Secretary of State of the State of Delaware.
4. Articles of Merger. Articles of merger satisfying the applicable requirements of the FBCA shall be duly executed by AllianceOne and the AllianceOne Subsidiaries and shall be filed with the Department of State of the State of Florida.
5. Effective Time. The Merger shall become effective on January 1, 2010 (the "Effective Time").
6. Certificate of Incorporation. The Certificate of Incorporation, as amended,

of AllianceOne, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable law.

7. Directors. The director of AllianceOne at the Effective Time shall be the director of the Surviving Corporation and shall hold office from the Effective Time, until his respective successor is duly elected or appointed and qualified.

8. Officers. The officers of AllianceOne at the Effective Time shall be the officers of the Surviving Corporation and shall hold office from the Effective Time, until their respective successors are duly elected or appointed and qualified.

9. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of AllianceOne, the AllianceOne Subsidiaries or any of their respective shareholders:

(a) the 1,000 outstanding shares of National Medical Coders, Inc.'s common stock then held by AllianceOne shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(b) the 1,500 outstanding shares of Trinity Medical Services, Inc.'s common stock, par value \$1.00 per share then held by AllianceOne shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(c) the 100 outstanding shares of Bayside Billing, Inc.'s common stock, par value \$1.00 per share then held by AllianceOne shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

10. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation determines that any documents, instruments, certificates, deeds, bills of sale, assignments, assurances or any other acts or things are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, properties or assets of the AllianceOne Subsidiaries acquired or to be acquired by reason of, or as a result of, the Merger, or (b) to otherwise carry out the purposes of this Agreement, the Surviving Corporation and its proper officers and directors shall be authorized to execute and deliver, in the name and on behalf of each of the AllianceOne Subsidiaries, all such documents, instruments, certificates, deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of each of the AllianceOne Subsidiaries, all such other acts and things necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to or under such rights, properties or assets in the Surviving Corporation or otherwise to carry out the purposes of this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles

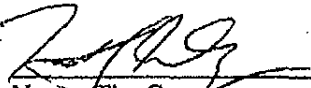
of conflicts of law.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.


NATIONAL MEDICAL SERVICES, INC.

By: 
Name: Tim Casey
Title: President and Chief Executive Officer

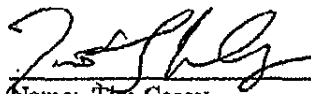
TRINITY MEDICAL SERVICES, INC.

By: 
Name: Tim Casey
Title: President and Chief Executive Officer

BAYSIDE BILLING, INC.

By: 
Name: Tim Casey
Title: President and Chief Executive Officer

ALLIANCEONE INCORPORATED

By: 
Name: Tim Casey
Title: President and Chief Executive Officer