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Florida Department of State
Division of Corporations
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EFFECTIVE DATE
12/3/2011

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

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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MERGER OR SHARE EXCHANGE
AETNA GLOBAL BENEFITS ADMINISTRATORS INC.

Certificate of Status	0
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Merger
@ 12/13/11

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Aetna International Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Wendy Cianci
Contact Person

Aetna
Firm/Company

151 Farmington Avenue
Address

Hartford, CT 06156
City/State and Zip Code

hank@aetna.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Wendy Cianci At (860) 273-0192
Name of Contact Person 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

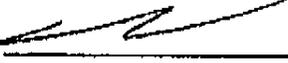
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Aetna Global Benefits Administrator



Edward C. Leo, Secretary

Aetna International Inc.



Wendy Ann M. Cianci, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

OF

AETNA GLOBAL BENEFITS ADMINISTRATORS INC.
(a Florida corporation)

WITH AND INTO

AETNA INTERNATIONAL INC.
(a Connecticut corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 12th day of December, 2011, by and between AETNA GLOBAL BENEFITS ADMINISTRATORS INC., a corporation of the State of Florida, and approved by a resolution adopted by its Board of Directors, and AETNA INTERNATIONAL INC., a corporation of the State of Connecticut, and approved by a resolution adopted by its Board of Directors.

WHEREAS, the laws of the State of Connecticut permit a merger of a Florida corporation with and into a Connecticut corporation;

WHEREAS, the Board of Directors of AETNA GLOBAL BENEFITS ADMINISTRATORS INC. deem it advisable and to the advantage, welfare, and best interests of and AETNA GLOBAL BENEFITS ADMINISTRATORS INC. to merge AETNA GLOBAL BENEFITS ADMINISTRATORS INC. into AETNA INTERNATIONAL INC. pursuant to the provisions of the General Corporation Law of the State of Connecticut (the "GCL") and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly unanimously approved by the Board of Directors of AETNA GLOBAL BENEFITS ADMINISTRATORS INC., and being thereunto duly approved by the Board of Directors of AETNA INTERNATIONAL INC., in accordance with the provisions of the laws of the State of Connecticut this Agreement and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby jointly determined and agreed upon for submission to the shareholders of AETNA GLOBAL BENEFITS ADMINISTRATORS INC. and AETNA INTERNATIONAL INC. as required by the GCL, as hereinafter in this Agreement set forth.

I. On the Effective Date (as defined below), AETNA GLOBAL BENEFITS ADMINISTRATORS INC., which is herein sometimes referred to as the "terminating corporation", is hereby merged into and with AETNA INTERNATIONAL INC., which shall be the continuing and resulting company and shall be governed by the laws of the State of Connecticut, and which is hereinafter sometimes referred to as the "surviving company." On and after the Effective Date, the surviving company shall continue to exist under its present name pursuant to the provisions of the GCL.

2. On and after the Effective Date, the Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of said surviving corporation. Said agreement shall continue in full force and effect until changed or amended as in the manner prescribed therein and in the manner prescribed by the GCL.

3. On and after the Effective Date, the Bylaws of the surviving corporation shall be the Bylaws of said surviving corporation. Said agreement shall continue in full force and effect until changed or amended as in the manner prescribed therein and in the manner prescribed by the GCL.

4. The officers of the surviving company in office immediately prior to the Effective Date shall, from and after the Effective Date, be the officers of the surviving company. Each of such officers shall hold their respective offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Articles of Incorporation of the surviving company in effect from time to time.

5. At the Effective Date, each of the shares of the stock of the terminating corporation shall be canceled and no consideration shall be issued in respect thereof. Each company interest in the surviving company outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a company interest in the surviving company.

6. This Agreement shall be submitted to the board of directors and the sole shareholder of the terminating corporation and to the board of directors and the sole shareholder of the surviving company for their adoption or rejection in the manner prescribed by the GCL.

7. If this Agreement shall have been adopted by the sole shareholder entitled to vote of the terminating corporation in accordance with the provisions of the GCL and shall have been adopted by the sole shareholder of the surviving company in accordance with the provisions of the GCL, the terminating corporation and the surviving company agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Connecticut and the State of Florida and that they will cause to be performed all necessary acts within the State of Connecticut and the State of Florida, and elsewhere to effectuate the merger contemplated by this Agreement.

8. The Board of Directors of terminating corporation and the board of directors of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

9. The effective date of this Agreement, and the date upon which the merger herein agreed upon shall become effective insofar as the GCL govern the effective date of said merger,

shall be December 31, 2011 (the "Effective Date"). Upon the Effective Date, the terminating corporation shall be merged with and into the surviving company.

10. Upon the Effective Date, the separate existence of the terminating corporation shall cease, and all of the property, rights, privileges, immunities and franchises of the terminating corporation and all of the property, real, personal and mixed, and all the debts due on whatever account of the terminating corporation, as well as all stock subscriptions and other causes in action belonging to the terminating corporation, and the title to all real estate vested in the terminating corporation shall not revert or be in any way impaired by reason of the merger contemplated by this Agreement, but shall be vested in the surviving company. The surviving company is responsible and liable for all the liabilities and obligations of the terminating corporation, including the liabilities and obligations of the terminating corporation under the agreements to which it is a party. A claim by or against or a pending proceeding by or against the terminating corporation may be prosecuted as if the merger contemplated by this Agreement had not taken place, or the surviving company may be substituted in place of the terminating corporation. Neither the rights of creditors nor any liens upon the property of the terminating corporation are or shall be impaired by the merger contemplated by this Agreement.

11. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. This Agreement may be modified, amended or supplemented by such additional agreements, articles or certificates as may be determined in the judgment of the board of directors of the terminating corporation or the sole member of the surviving company to be necessary, desirable or expedient to further the purposes of this Agreement, to clarify the intention of the parties, to add to or to modify the covenants, terms or conditions contained herein or to effectuate or facilitate any governmental approval of the merger, or otherwise effectuate or facilitate the consummation of the transactions contemplated hereby. However, after this Agreement has been approved by the terminating corporation's board of directors and adopted by the terminating corporation's sole shareholder, and has been approved by the surviving company's board of directors, the board of directors of the terminating corporation and the board of directors of the surviving company shall not be authorized to amend the Agreement if any of the changes or amendments would materially adversely affect the shareholders of the terminating corporation or the surviving company.

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

AETNA GLOBAL BENEFITS ADMINISTRATORS INC.

[seal]

By:


Edward C. Lee
Secretary

AETNA INTERNATIONAL INC.

[seal]

By:


WendyAnn M. Cianci
Assistant Secretary

STATE OF CONNECTICUT)

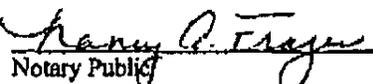
) ss. Hartford

COUNTY OF HARTFORD)

On this 24th day of December, 2011, before me, the subscriber, a Notary Public duly appointed to take proof and acknowledgement of deeds and other instruments, came Edward C. Lee to me personally known to be the individual described in and who signed the preceding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposed and saith that he signed the preceding document as Secretary of Aetna Global Benefits Administrators Inc., a Florida corporation.

In Testimony whereof, I hereunto set my hand and affix my official seal at Hartford, Connecticut of this day and year first above written.

[seal]


Notary Public

Nancy A. Frozer
Notary Public, Connecticut
My Commission Expires Aug. 31, 2012

