

Florida Department of State  
Division of Corporations  
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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

**EFFECTIVE DATE**  
12/3/2011

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 13 PM 3:42

**MERGER OR SHARE EXCHANGE**  
**AETNA GLOBAL BENEFITS ADMINISTRATORS INC.**

Certificate of Status	0
Certified Copy	0
Page Count	10
Estimated Charge	\$70.00

*Merger*  
*10 12/13/11*

RECEIVED

11 DEC 13 AM 8:26

FLORIDA  
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

EFFECTIVE DATE  
12/31/2011

**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>Aetna International Inc.</u>	<u>Connecticut</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>Aetna Global Benefits Administrators, Inc.</u>	<u>Florida</u>	<u>P05000054012</u>
<u></u>	<u></u>	<u></u>
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DIVISION OF CORPORATIONS  
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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 12 / 31 / 2011 (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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 1, 2011 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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on December 1, 2011 and shareholder approval was not required.

(Attach additional sheets if necessary)

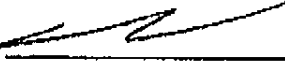
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Aetna Global Benefits Administrator



Edward C. Lee, Secretary

Aetna International Inc.



WendyAnn M. Cianci, Assistant Secretary

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**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 12<sup>th</sup> 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: [Signature]  
Edward C. Lee  
Secretary

AETNA INTERNATIONAL INC.

[seal]

By: [Signature]  
WendyAnn M. Cianci  
Assistant Secretary

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD )

On this 24<sup>th</sup> 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 proceeding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeth 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]

[Signature]  
Notary Public

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



STATE OF CONNECTICUT)

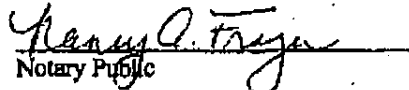
) ss. Hartford

COUNTY OF HARTFORD )

On this 12<sup>th</sup> day of December, 2011, before, me, the subscriber, a Notary Public duly appointed to take proof and acknowledgement of deeds and other instruments, came Wendy Ann M. Cianci to me personally known to be the individual described in and who signed the proceeding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeth and saith that she signed the preceding document as Assistant Secretary of Aetna International Inc., a Connecticut 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. Frazer  
Notary Public, Connecticut  
My Commission Expires Aug. 31, 2012

## of

The undersigned, being the Secretary of AETNA GLOBAL BENEFITIS ADMINISTRATORS INC. does hereby certify that the holders of all of the outstanding shares having voting power of AETNA GLOBAL BENEFITIS ADMINISTRATORS INC. dispensed with a meeting and vote of shareholders, and all of the shareholders entitled to vote consented in writing, pursuant to the provisions of General Corporation Law of the State of Florida, for the adoption of the foregoing Agreement and the transactions contemplated thereby.

Name: Edward C. Lee  
Title: Secretary of AETNA GLOBAL BENEFITS  
ADMINISTRATORS INC.

On this 12<sup>th</sup> 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 proceeding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeth and saith that he signed the preceding document as Secretary of Aetna Global Benefits Administrators Inc., a Florida corporation.

[seal]

Nancy A. Frazee  
Notary Public

**of**

Acting Global Benefits Administrators-Actos International Agreement and Plan of Merger.doc