

Filing Fee: See Instructions

ID Number: 100263



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

ARTICLES OF MERGER OR CONSOLIDATION INTO

Aurora Technologies, Inc.

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (**check one box only**) for the purpose of merging or consolidating them into one entity.

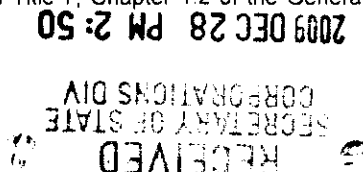
- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Aurora Technologies, Inc.	corporation	Rhode Island
INDEPTH EDI	corporation	Nevada

- b. The laws of the state under which each entity is organized permit such merger or consolidation.
- c. The full name of the surviving or new entity is Aurora Technologies, Inc.
which is to be governed by the laws of the state of Rhode Island
- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (**Attach Plan of Merger or Consolidation**)
- e. If the surviving entity's name has been amended via the merger, please state the new name:
- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.



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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

.....
SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Aurora Technologies, Inc.

Print Entity Name

By:

Paul Lamprey
Name of person signing

President

Title of person signing

By:

Name of person signing

Title of person signing

INDEPTH EDI

Print Entity Name

By:

Paul Lamprey
Name of person signing

President

Title of person signing

By:

Name of person signing

Title of person signing

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION ("Merger Agreement"), dated as of December ~~31~~³⁰, 2009, is by and between **INDEPTH EDI** ("EDI"), a Nevada corporation, and **Aurora Technologies, Inc.** ("ATI"), a Delaware corporation.

INTRODUCTION

WHEREAS, the respective Boards of Directors of EDI and ATI have determined that it is advisable and in the best interests of each such corporation that EDI merge with and into ATI;

WHEREAS, the respective Boards of Directors of EDI and ATI have, by resolutions duly adopted, approved the Merger Agreement and have recommended the Merger Agreement to Faith Lamprey ("Lamprey") as the sole stockholder of each of ATI and EDI;

WHEREAS, Lamprey, as the sole stockholder of ATI and EDI, has duly adopted, ratified and approved this Merger Agreement;

WHEREAS, the parties intend, by executing this Merger Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the merger to qualify as a reorganization under the provisions of Section 368(a) of the Code.

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

AGREEMENT

1. **Merger.** Subject to the terms and conditions hereof, EDI shall be merged with and into ATI (the "Merger"), and ATI shall be and is hereinafter referred to as, the "Surviving Corporation." The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents (the "Effective Time").
2. **Governing Documents.** The Articles of Incorporation of ATI as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of ATI as of the Effective Time without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of ATI as in effect immediately prior to the Effective Time shall be the Bylaws of ATI as of the Effective Time without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.
3. **Directors and Officers.** The directors and officers of ATI as in effect immediately prior to the Effective Time shall continue to be the director and officers of ATI as of the Effective Time until their respective successors are duly elected or appointed and qualified in the manner

provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by law.

4. Succession. At the Effective Time, the separate corporate existence of EDI shall cease, and ATI shall thereupon possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of EDI and ATI, all as provided under R.I. Gen. Laws §7-1.2-1005.

5. Cancellation of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all shares of EDI's stock outstanding immediately prior to the Effective Time shall be cancelled and retired and cease to exist. Lamprey owns all of the outstanding shares of EDI as of the date of execution of this Agreement and will continue to own all such shares until they are cancelled pursuant to the foregoing sentence. Lamprey owns all of the outstanding shares of ATI as of the date of the execution of the Merger Agreement and will continue to own all of the outstanding shares of stock of ATI at the Effective Time and immediately thereafter.

6. Stock Certificates. At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding shares of EDI shall be presented to ATI and be cancelled as herein provided.

7. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

8. Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

9. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of any of the parties, notwithstanding approval of the Merger Agreement by the stockholder of each of EDI or ATI or both.

10. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of EDI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect, or confirm of record or otherwise, in the surviving corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of EDI and otherwise to carry out the purposes of the Merger, and the officers of the Surviving Corporation are fully authorized in the name and on behalf of EDI or otherwise to take any and all such actions to execute and deliver any and all such deeds and other instruments.

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

INDEPTH EDI

By: Faith Lamprey
Print Name: Faith Lamprey
Title: President

AURORA TECHNOLOGIES, INC.

By: Faith Lamprey
Print Name: Faith Lamprey
Title: President

CERTIFICATION OF THE SECRETARY OF INDEPTH EDI

The undersigned hereby certifies on behalf of INDEPTH EDI that the foregoing Agreement and Plan of Merger and Reorganization has been adopted by unanimous written consent of its sole stockholder in accordance with the provisions of Chapter 92A of the State of Nevada Revised Statutes.

Witness my hand on behalf of INDEPTH EDI on this 28 day of December, 2009.

By: Faith Lamprey
Faith Lamprey, Secretary

CERTIFICATION OF THE SECRETARY OF AURORA TECHNOLOGIES, INC.

The undersigned hereby certifies on behalf of Aurora Technologies, Inc. that the foregoing Agreement and Plan of Merger and Reorganization has been adopted by unanimous written consent of its sole stockholder in accordance with the provisions of R.I. Gen. Laws §7-1.2-1002.

Witness my hand on behalf of Aurora Technologies, Inc. on this 28 day of December, 2009.

By: Faith Lamprey
Faith Lamprey, Secretary