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11/03/2015 03:43:01 PM PAGE 27007 Fax Server

Page 1 of 1

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MERGER OR SHARE EXCHANGE
PartsBase, Inc.

Certificate of Status	0
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ARTICLES OF MERGER OF

SUBMITTED TO STATE TALLAHASSEE, FLORIDA

PARTSBASE, INC. (a Delaware corporation)

AND

ULTIMATE TECH SOLUTIONS INC. (a Florida corporation)

The following articles of merger are being 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:

Name	Jurisdiction	Document Number
PartsBase, Inc.	Delaware	F01000003298

SECOND: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
Ultimate Tech Solutions Inc.	Florida	P06000068620

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective at 5:00 p.m. EST on the date the Articles of Merger are filed with Florida Department of State.

FIFTH: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on October 29, 2015.

SIXTH: The Plan of Merger was adopted by the sole shareholder and Board of Directors of the merging corporation on October 29, 2015.

IN WITNESS WHEREOF, the undersigned have signed their names and affirmed that the statements herein are true, under penalties of perjury, this 29th day of October, 2015.

PARTSBASE, INC.

By: [Signature] Robert A. Hammond, President

ULTIMATE TECH SOLUTIONS INC.

By: [Signature] Robert A. Hammond, President

FAX AUDIT NO.: H15000259355 3

RVMR

11/2/2015 3:43:01 PM PAGE 4/007 Fax Server

FAX AUDIT NO.: H15000259355 3

EXHIBIT A

PLAN OF MERGER

FAX AUDIT NO.: H15000259355 3

FAX AUDIT NO.: H15000259355 3

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of October 29, 2015 by and between PartsBase, Inc., a Delaware corporation ("PartsBase"), and Ultimate Tech Solutions Inc., a Florida corporation ("UTS"). *PartsBase and UTS are collectively referred to herein as the "Constituent Corporations."*

RECITALS

A. PartsBase was incorporated on June 20, 2001. Its current authorized capital stock consists of: (i) 100 shares of Common Stock, with a par value of \$0.001 per share ("PartsBase Common Stock"), of which 100 shares are issued and outstanding.

B. UTS was incorporated on May 16, 2006. Its authorized capital stock consists of: (i) 100 shares of Common Stock ("UTS Common Stock"), of which 100 shares are issued and outstanding.

C. The respective Boards of Directors of PartsBase and UTS deem it advisable and to the advantage of each of the *Constituent Corporations* that UTS merge with and into PartsBase upon the terms and subject to the conditions set forth in this Merger Agreement.

D. The Boards of Directors and shareholders of each of the *Constituent Corporations* have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that UTS shall merge with and into PartsBase on the following terms, conditions and other provisions:

1. **Merger and Effective Time.** At the Effective Time (as defined below), UTS shall be merged with and into PartsBase (the "Merger"), and PartsBase shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective at 4:00 PM Eastern Time (the "Effective Time") on the date when the later of (i) a duly executed Certificate of Merger meeting the requirements of the Delaware General Corporation Act is filed with the State of Delaware and (ii) the duly executed Articles of Merger meeting the requirements of the Florida Business Corporation Act are filed with the Secretary of State of the State of Florida.

2. **Effect of Merger.** At the Effective Time, the separate corporate existence of UTS shall cease; the corporate identity, existence, powers, rights and immunities of PartsBase as the Surviving Corporation shall continue unimpaired by the Merger, and PartsBase shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of UTS, all without further act or deed.

3. **Governing Documents.** At the Effective Time, the Articles of Incorporation of PartsBase in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation and the Bylaws of PartsBase in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. **Directors and Officers.** At the Effective Time, the directors and officers of UTS shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Articles of Incorporation and Bylaws of the

FAX AUDIT NO.: H15000259355 3

FAX AUDIT NO.: H15000259355 3

Surviving Corporation, until successors are duly elected or appointed and qualified in accordance with applicable law.

5. **Conversion of Shares of PartsBase.** Subject to the terms and conditions of this Agreement, at the Effective Time, each share of UTS Common Stock outstanding immediately prior thereto shall be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of PartsBase Common Stock.

6. **Cancellation of Shares of UTS.** At the Effective Time, all of the previously issued and outstanding shares of UTS Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

7. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to such time, represented shares of UTS Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of PartsBase Common Stock into which such shares of UTS Common Stock are converted as provided herein. The registered owner on the books and records of UTS of any such outstanding stock certificate for UTS Common Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to PartsBase or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of PartsBase Common Stock evidenced by such outstanding certificate as above provided.

8. **Fractional Shares.** No fractional shares of PartsBase Common Stock will be issued in connection with the Merger. Rather, all fractional shares of PartsBase Common Stock that a holder of shares of UTS Common Stock would otherwise be entitled to receive as a result of the Merger will be aggregated and then, if a fractional share results from that aggregation, be rounded up to the nearest whole share.

9. **Successor Issuer.** It is the intent of the parties hereto that PartsBase, as of the Effective Time, be deemed a "successor issuer" of UTS for purposes of the Securities Act of 1933, as amended (the "Securities Act").

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 UTS such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable 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 UTS, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of PartsBase, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

11. **Condition.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the stockholders of UTS and by the sole shareholder of PartsBase, prior to or at the Effective Time.

12. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of PartsBase or UTS, notwithstanding approval of this Merger Agreement by the Boards of Directors and shareholders, respectively, of PartsBase and UTS.

FAX AUDIT NO.: H15000259355 3

13. **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders or stockholders, respectively, of PartsBase and UTS; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the sole shareholder of PartsBase or the stockholders of UTS shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of UTS; or (ii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of PartsBase or UTS

14. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization under the Code.

15. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Delaware, except to the extent that the laws of the State of Florida would apply in matters relating to the internal affairs of PartsBase and the Merger.

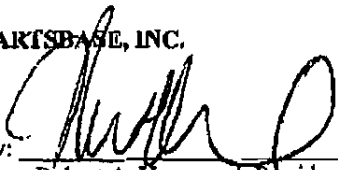
16. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

17. **Entire Agreement.** This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.


18. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers hereunto duly authorized.

PARTSBASE, INC.

By: 
Robert A. Hammond, President

ULTIMATE TECH SOLUTIONS INC.

By: 
Robert A. Hammond, President