UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported: **May 31, 2017**

ORBITAL TRACKING CORP.
(Exact name of Registrant as Specified in its Charter)

Nevada	**000-25097**	**65-0783722**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

18851 N.E. 29th Ave., Suite 700
Aventura, Florida **33180**
(Address of principal executive offices) (Zip Code)

(305) 560-5355
(Registrant's Telephone Number, including Area Code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions (*see* General Instruction A.2 below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

[ ] Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

[ ]

Item 1.01 Entry Into a Material Definitive Agreement.

On May 31, 2017, Orbital Tracking Corp. (the "Company") entered into separate subscription agreements (the "Subscription Agreement") with accredited investors relating to the issuance and sale of $546,694 of shares of Series J convertible preferred stock (the "Series J Preferred Stock") at a purchase price of $10.00 per share (the "Series J Offering").

The terms of the Series J Preferred Stock are set forth in the Certificate of Designation of Series J Convertible Preferred Stock (the "Series J COD") filed with the Secretary of State of the State of Nevada on May 31, 2017. The Series J Preferred Stock are convertible into shares of common stock based on a conversion calculation equal to (i) multiplying the number of shares to be converted by the stated value thereof, and then (ii) dividing the result by the conversion price in effect immediately prior to such conversion. The stated value of each Series J Preferred Stock is $10.00 and the initial conversion price is $0.01 per share, subject to adjustment as set forth in the Series J COD. The Company is prohibited from effecting a conversion of the Series J Preferred Stock to the extent that, as a result of such conversion, the investor would beneficially own more than 4.99% of the number of shares of the Company's common stock outstanding immediately after giving effect to the issuance of shares of common stock upon conversion of the Series J Preferred Stock. Each Series J Preferred Stock entitles the holder to cast one vote per share of Series J Preferred Stock owned as of the record date for the determination of shareholders entitled to vote, subject to the 4.99% beneficial ownership limitation.

The Subscription Agreement also contains other customary representations, warranties and agreements by the Company and the investors.

In connection with the Series J Offering, the Company obtained the consent of certain shareholders, as required under the agreements entered into by the Company and issued shares pursuant to applicable anti-dilution obligations.

The Company is required to issue to certain prior investors of Series G Convertible Preferred Stock (the "Series G Preferred Stock") additional shares of Series G Preferred Stock, which would be convertible into an aggregate of 38,805,668 shares of the Company's common stock. However, in lieu of issuing such additional shares of Series G Preferred Stock, the Company will create a new series of preferred stock, to be designated as "Series K Preferred Stock" and will issue to such holders of Series G Preferred Stock an aggregate of 388,057 shares of Series K Preferred Stock, each of which shall be convertible into 100 shares of the Company's common stock.

In addition, in order to proceed with the Series J Offering, the Company agreed to issue additional shares of Series F Convertible Preferred Stock (the "Series F Preferred Stock") and Series H Convertible Preferred Stock (the "Series H Preferred Stock") to certain prior investors. However, in lieu of issuing such additional shares of Series F Preferred Stock and Series H Preferred Stock, the Company will issue to such holders of Series F Preferred Stock and Series H Preferred Stock an aggregate of 701,832 shares of Series K Preferred Stock, each of which shall be convertible into 100 shares of the Company's common stock, or 70,183,243 shares.

In addition, certain creditors of the Company are also entitled to anti-dilution protection from issuances and as a result such creditors were, at the closing of the Series J Offering, issued an aggregate of 76,762 shares of Series K Preferred Stock convertible into 7,676,241 shares of common stock in full satisfaction of payments owed to them.

The terms of the Series K Preferred Stock are set forth in the Certificate of Designation of Series K Convertible Preferred Stock (the "Series K COD") filed with the Secretary of State of the State of Nevada on May 31, 2017.

Capitalization

Preferred Stock – 50,000,000 shares authorized; $0.0001 par value
Series A – 20,000 authorized and -0- outstanding
Series B – 30,000 authorized and 6,666 outstanding
Series C – 4,000,000 authorized and 3,540,365 outstanding
Series D – 5,000,000 authorized and 3,158,984 outstanding
Series E – 8,746,000 authorized and 7,617,356 outstanding
Series F – 1,100,000 authorized and 1,099,998 outstanding
Series G – 10,090,000 authorized and 10,083,351 outstanding
Series H – 200,000 authorized and 87,500 outstanding
Series I – 144,944 authorized and 92,944 outstanding
Series J – 125,000 authorized and 54,669 outstanding
Series K – 1,250,000 authorized and 1,166,652 outstanding

Common Stock – 750,000,000 authorized; $0.0001 par value, 65,828,401 issued and outstanding. Reg S Common stock; 3,913 authorized, issued and outstanding.

Options – 2,850,000 and 10,000,000 fully vested options to purchase common stock, at an exercise price of $0.05 and $0.01, respectively. The Company intends to grant its Chief Executive Officer, David Phipps, 5,000,000 fully vested options, its Chief Financial Officer, Theresa Carlise, 3,750,000 fully vested options, its Director, Hector Delgado, 1,250,000 fully vested options and to its certain employees, who are related to our Chief Executive Officer as Parent/Child, 20,000,000 fully vested options, at an exercise price of $0.01.

The foregoing descriptions of the Subscription Agreement, the Series J Preferred Stock and the Series K Preferred Stock are not complete and are qualified in their entireties by reference to the full text of the form of Subscription Agreement, the Series J COD, the Series K COD and the issuance agreements with each creditor, copies of which are filed as Exhibit 10.1, Exhibit 3.1, Exhibit 3.2, Exhibit 10.2 and Exhibit 10.3, respectively, to this report and are incorporated by reference herein.

Approval Rights

As previously disclosed, for a period of one year from October 28, 2016, the Company shall not issue any or become subject to any indebtedness greater than $250,000, except for ordinary trade payables without the written consent of the holders of shares of Series H Preferred Stock holding more than 50% of the shares of Series H Preferred Stock (the "Series H Majority") and the Company shall not issue any equity securities of the Company without the consent of the Series H Majority,

For a period of one year from May 31, 2017, the Company shall not issue any or become subject to any indebtedness greater than $250,000, except for ordinary trade payables without the written consent of the holders of shares of Series J Preferred Stock holding more than 50% of the shares of Series J Preferred Stock (the "Series J Majority") and the Company shall not issue any equity securities of the Company without the consent of the Series J Majority,

Item 3.02 Unregistered Sales of Equity Securities

On May 31, 2017, the Company issued 54,669 shares of Series J Preferred Stock and 1,166,652 shares of Series K Preferred Stock. The details of these issuances are described in Item 1.01, which is incorporated by reference, in its entirety, into this Item 3.02. The Series J Preferred Stock and Series K Preferred Stock were issued solely to "accredited investors" in reliance on the exemptions from registration afforded by Rule 506 of Regulation D and Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act").

Also on May 31, 2017, the Company issued 5,000,000 options to David Phipps, its Chief Executive Officer and a director, 3,750,000 options to Theresa Carlise, its Chief Financial Officer, 1,250,000 options to Hector Delgado, a director and 20,000,000 options to certain employees of the Company. The employees are adult children of our Chief Executive Officer. All of the options are fully vested, have an exercise price of $0.01 per share and a term of 10 years. The foregoing description of the option grants is qualified in its entirety by reference to the full text of the form of option agreement, a copy of which is filed as Exhibit 10.4 to this report and incorporated by reference herein. The options were issued in reliance on the exemption from registration afforded by Section 4(a)(2) of the Securities Act.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On May 31, 2017, the Company filed the Series J COD and the Series K COD with the Secretary of State of the State of Nevada, designating 125,000 shares of convertible preferred stock as Series J Preferred Stock and 1,250,000 shares of convertible preferred stock as Series K Preferred Stock. Item 1.01 is incorporated by reference in its entirety into this Item 5.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

3.1	Certificate of Designation of Series J Convertible Preferred Stock
3.2	Certificate of Designation of Series K Convertible Preferred Stock
10.1	Form of Subscription Agreement
10.2	Issuance Agreement for 66,977 shares of Series K Preferred Stock
10.3	Issuance Agreement for 9,786 shares of Series K Preferred Stock
10.4	Form of Option Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Orbital Tracking Corp.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

DATE: June 1, 2017

ORBITAL TRACKING CORP.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS OF
SERIES J CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 78 OF THE NEVADA REVISED STATUTES

The undersigned, Chief Executive Officer of Orbital Tracking Corp., a Nevada corporation (the "Corporation") DOES HEREBY CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation by unanimous written consent on May 2, 2017;

WHEREAS, the Board of Directors is authorized within the limitations and restrictions stated in the Articles of Incorporation of the Corporation, as amended (the "Articles"), to provide by resolution or resolutions for the issuance of 50,000,000 shares of Preferred Stock, par value $0.0001 per share, of the Corporation, in such series and with such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions as the Corporation's Board of Directors shall fix by resolution or resolutions providing for the issuance thereof duly adopted by the Board of Directors; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to authorize and fix the terms of a new series of Preferred Stock and the number of shares constituting such series.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Designation and Authorized Shares. The Corporation shall be authorized to issue one hundred twenty five thousand (125,000) shares of Series J Preferred Stock, par value $0.0001 per share (the "Series J Preferred Stock").

Section 2. Stated Value. Each share of Series J Preferred Stock shall have a stated value of ten dollars ($10.00) (the "Stated Value").

Section 3. Liquidation.

(a) Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series J Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the holders of Series J Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of (i) any other class or series of capital stock whose terms expressly provide that the holders of Series K Preferred Stock should receive preferential payment with respect to such distribution (to the extent of such preference) and (ii) the Corporation's common stock (the "Common Stock"). If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series J Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Series J Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

(b) Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

Section 4. Conversion.

(a) *Conversion Right.* Each share of Series J Preferred Stock may, from time to time, be converted into shares of fully paid and nonassessable shares of Common Stock (the "Conversion Shares") in an amount equal to (i) multiplying the number of shares to be converted by the Stated Value thereof, and then (ii) dividing the result by the Conversion Price in effect immediately prior to such conversion. The initial conversion price per share of Series J Preferred Stock (the "Conversion Price") shall be $0.01 per share, subject to adjustment as applicable in accordance with *Section 8* below.

(b) *Conversion Procedure.* In order to exercise the conversion privilege under this Section 4, the holder of any shares of Series J Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series J Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice. At such time as the certificate or certificates representing the Series J Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 4. In case of conversion of only a part of the shares of Series J Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series J Preferred Stock which have not been converted. Until such time as the certificate or certificates representing Series J Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series J Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series J Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series J Preferred Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series J Preferred Stock.

(c) *Maximum Conversion*. Notwithstanding anything to the contrary contained herein, a holder of shares of Series J Preferred Stock shall not be entitled to convert shares of Series J Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date. For the purposes of the provision in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder. The holder shall have the authority and obligation to determine whether the restriction contained in this Section 4(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series J Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

Section 5. Voting. Except as otherwise expressly required by law, the conversion limitations of Section 4(c) or this Section 5, each holder of Series J Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to one vote for each share of Series J Preferred Stock owned on the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, on the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law or this Section 5, the holders of shares of Series J Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class.

Section 6. Other Provisions. The Corporation and its transfer agent, if any, for the Series J Preferred Stock may deem and treat the record holder of any shares of Series J Preferred Stock and, upon conversion of the Series J Preferred Stock, the Conversion Shares, as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Section 7. Restriction and Limitations. Except as expressly provided herein or as required by law, so long as any shares of Series J Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the holders of at least a majority of the then outstanding shares of the Series J Preferred Stock, take any action which would adversely and materially affect any of the preferences**,** limitations or relative rights of the Series J Preferred Stock, including without limitation:

(a) Reduce the amount payable to the holders of Series J Preferred Stock upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, or change the relative seniority of the liquidation preferences of the holders of Series J Preferred Stock to the rights upon liquidation of the holders of any other capital stock in the Corporation; or herein.

(b) Cancel or modify adversely and materially the voting rights as provided in Section 5.

(c) For a period of one (1) year from the date of filing this COD (i) the Company shall not issue any or become subject to any indebtedness greater than $250,000, except for ordinary trade payables without the written consent of holders then holding more than 50% of the shares of Series J Preferred Stock (the "Required Majority") and (ii) the Company shall not issue any equity securities of the Company without the consent of the Required Majority, of which will not be unreasonably withheld, except for shares issued upon the conversion of currently existing securities or shares issued pursuant to the Company's duly adopted equity incentive plan and as disclosed herewith in or for one year following the date of filing this COD.

Section 8. Certain Adjustments.

(a) *Dividend, Subdivision or Combination of Common Stock*. If the Corporation shall, at any time or from time to time, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Corporation payable in shares of Common Stock or in or securities convertible into Common Stock, or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Conversion Shares issuable upon conversion of the Series J Preferred Stock shall be proportionately increased. If the Corporation at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased and the number of Conversion Shares issuable upon conversion of the Series J Preferred Stock shall be proportionately decreased. Any adjustment under this Section 8(a) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(b) *Fundamental Transaction.* In the event of any (i) capital reorganization of the Corporation, (ii) reclassification of the stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Corporation with or into another entity, (iv) sale of all or substantially all of the Corporation's assets or (v) other similar transaction (other than any such transaction covered by Section 8(a), in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each share of Series J Preferred Stock shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Conversion Shares then convertible for such share, be exercisable for the kind and number of shares of stock or other securities or assets of the Corporation or of the successor person resulting from such transaction to which such share would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the share had been converted in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Conversion Shares then issuable hereunder as a result of such conversion (without taking into account any limitations or restrictions on the convertibility of such share, if any); and, in such case, appropriate adjustment shall be made with respect to such holder's rights under this Certificate of Designation to insure that the provisions of this Section 8 hereof shall thereafter be applicable, as nearly as possible, to the Series J Preferred Stock in relation to any shares of stock, securities or assets thereafter acquirable upon conversion of Series J Preferred Stock (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing person is other than the Corporation, an immediate adjustment in the Conversion Price to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Conversion Shares acquirable upon conversion of the Series J Preferred Stock without regard to any limitations or restrictions on conversion, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this Section 8(b) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Corporation shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor person (if other than the Corporation) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Certificate of Designation, the obligation to deliver to the holders of Series J Preferred Stock such shares of stock, securities or assets which, in accordance with the foregoing provisions, such holders shall be entitled to receive upon conversion of the Series J Preferred Stock.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Designation this 31st day of May 2017.

ORBITAL TRACKING CORP.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

ORBITAL TRACKING CORP.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES K CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 78 OF THE
NEVADA REVISED STATUTES

The undersigned, Chief Executive Officer of Orbital Tracking Corp., a Nevada corporation (the "Corporation") DOES HEREBY CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation by unanimous written consent on May 2, 2017;

WHEREAS, the Board of Directors is authorized within the limitations and restrictions stated in the Articles of Incorporation of the Corporation, as amended (the "Articles"), to provide by resolution or resolutions for the issuance of 50,000,000 shares of Preferred Stock, par value $0.0001 per share, of the Corporation, in such series and with such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions as the Corporation's Board of Directors shall fix by resolution or resolutions providing for the issuance thereof duly adopted by the Board of Directors; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to authorize and fix the terms of a new series of Preferred Stock and the number of shares constituting such series.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Designation and Authorized Shares. The Corporation shall be authorized to issue one million two hundred fifty thousand (1,250,000) shares of Series K Preferred Stock, par value $0.0001 per share (the "Series K Preferred Stock").

Section 2. Stated Value. Each share of Series K Preferred Stock shall have a stated value of $1.00 (the "Stated Value").

Section 3. Liquidation.

(a) Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series K Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the holders of Series K Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of (i) any other class or series of capital stock whose terms expressly provide that the holders of Series K Preferred Stock should receive preferential payment with respect to such distribution (to the extent of such preference) and (ii) the Corporation's common stock (the "Common Stock"). If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series K Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Series K Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

(b) Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

Section 4. Conversion.

(a) *Conversion Right.* Each share of Series K Preferred Stock may, from time to time, be converted into shares of fully paid and nonassessable shares of Common Stock (the "Conversion Shares") at a rate of one hundred (100) shares of the Company's Common Stock for every share of Series K Preferred Stock.

(b) *Conversion Procedure.* In order to exercise the conversion privilege under this Section 4, the holder of any shares of Series K Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series K Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice. At such time as the certificate or certificates representing the Series K Preferred Stock which has been converted are surrendered to the Corporation, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 4. In case of conversion of only a part of the shares of Series K Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver a new certificate for the number of shares of Series K Preferred Stock which have not been converted. Until such time as the certificate or certificates representing Series K Preferred Stock which has been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such Series K Preferred Stock has been converted have been issued and delivered, the certificate or certificates representing the Series K Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series K Preferred Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series K Preferred Stock.

(c) *Maximum Conversion*. Notwithstanding anything to the contrary contained herein, a holder of shares of Series K Preferred Stock shall not be entitled to convert shares of Series K Preferred Stock if upon such conversion the number of shares of Common Stock to be received, together with the number of shares of Common Stock beneficially owned by the holder and its affiliates on the conversion date, would result in beneficial ownership by the holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Corporation on such conversion date. For the purposes of the provision in the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder. The holder shall have the authority and obligation to determine whether the restriction contained in this Section 4(c) will limit any conversion hereunder and to the extent that the holder determines that the limitation contained in this Section applies, the determination of the number of shares of Series K Preferred Stock that are convertible shall be the responsibility and obligation of the holder.

Section 5. Voting. Except as otherwise expressly required by law, the conversion limitations of Section 4(c) or this Section 5, each holder of Series K Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to one vote for each share of Series K Preferred Stock owned on the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, on the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law or this Section 5, the holders of shares of Series K Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class.

Section 6. Other Provisions. The Corporation and its transfer agent, if any, for the Series K Preferred Stock may deem and treat the record holder of any shares of Series K Preferred Stock and, upon conversion of the Series K Preferred Stock, the Conversion Shares, as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Designation this 31st day of May, 2017.

ORBITAL TRACKING CORP.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

SUBSCRIPTION AGREEMENT

1. Subscription. The undersigned (the "***Purchaser***") will purchase from Orbital Tracking Corp. (the "***Company***") the number of shares of Series J Preferred Stock of the Company (the "***Shares***") as set forth on the signature page to this Subscription Agreement, at a purchase price of $10.00 per share (the "***Purchase Price***"). The shares of Common Stock underlying the Preferred Stock may hereinafter be referred to as the "***Conversion Shares***". The Preferred Stock shall have the rights and preferences as set forth in the Certificate of Designation of Preferences, Rights and Limitations (the "***COD***") attached as Exhibit A hereto. The Subscription Agreement and the COD are collectively referred to as the "***Transaction Documents*"**. The Shares are being offered (the "***Offering***") by the Company pursuant to this Subscription Agreement.

The Shares are being offered on a "*reasonable efforts all or none",* basis with respect to the minimum of $500,000 (the "***Minimum Offering Amount***"). The Shares are being offered on a "reasonable efforts" basis with respect to up to $1,250,000 of Shares (the "***Maximum Offering Amount***"). Any purchase of Shares by the Company's officers, directors, or employees shall be included, and counted towards, the Minimum and Maximum Offering Amounts.

The Initial Closing (as defined herein) of this Offering shall be subject to subscriptions being received from qualified investors and accepted by the Company for the Minimum Offering Amount. Upon acceptance by the Company after the date hereof of such subscriptions, the Company shall have the right at any time thereafter, prior to the Termination Date (as defined below), to effect an initial closing with respect to this Offering (the "***Initial Closing***"). Thereafter, the Company shall continue to accept, and continue to have closings (together with the Initial Closing, each a "***Closing***") for, additional subscriptions for Securities from investors from time to time up to Maximum Offering Amount.

The Shares will be offered for a period (the "***Initial Offering Period***") commencing on the date of this Subscription Agreement and continue until the earliest of (i) April 30, 2017 (the "***Maximum Offering Deadline***"), (ii) the date upon which subscriptions for the Maximum Offering offered hereunder have been accepted, or (iii) the date upon which the Company elects to terminate the Offering (the "***Termination Date***"), subject to the right of the Company to extend the Offering until as late as May 31, 2017 (the "***Final Termination Date***"), without further notice to or consent by investors, if the Maximum Offering Amount has not been subscribed by the Offering Deadline. This additional period, together with the Initial Offering Period, shall be referred to herein as the "***Offering Period***."

The minimum investment amount that may be purchased by an investor is $25,000 (the "***Investor Minimum Investment***"); provided however, the Company, in its discretion, may accept an investor subscription for an amount less than the Investor Minimum Investment. The subscription for the Shares will be made in accordance with and subject to the terms and conditions of this Subscription Agreement.

In the event that (i) subscriptions for the Offering are rejected in whole (at the sole discretion of the Company), (ii) no Shares are subscribed for prior to April 30 or, if extended, prior to May 31, 2017, or (iii) the Offering is otherwise terminated by the Company prior to the expiration of the Initial Offering Period or, if extended, prior to the Final Termination Date, then the Company will refund all subscription funds held by it to the persons who submitted such funds, without interest, penalty or deduction. If a subscription is rejected in part (at the sole discretion of the Company) and the Company accepts the portion not so rejected, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction.

2. **Payment.** The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to, "**Orbital Tracking Corp**," in the full amount of the purchase price of the Shares being subscribed for. Together with the check for, or wire transfer of, the full purchase price, the Purchaser is delivering a completed and executed Signature Page to this Subscription Agreement along with a completed and executed Investor Questionnaire, which is attached hereto as **Schedule A**.

3. **Deposit of Funds.** All payments made as provided in Section 2 hereof will be deposited by the Purchaser to the Company no later than within two business days. In the event that the Company does not effect a Closing during the Offering Period, the Company will refund all subscription funds, without deduction and/or interest accrued thereon, and will return the subscription documents to each Purchaser. The Company will notify the Purchaser within five (5) business days of its intent to reject the subscription. If the Company rejects a subscription, either in whole or in part (at the sole discretion of the Company), the rejected subscription funds or the rejected portion thereof will be returned promptly to such Purchaser without interest, penalty, expense or deduction.

4. **Acceptance of Subscription.** The Purchaser understands and agrees that the Company, each in its sole discretion, reserves the right to accept this or any other subscription for the Shares, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this or any other subscription. The Company will have no obligation hereunder until the Company executes an executed copy of the Subscription Agreement. If Purchaser's subscription is rejected in whole (at the sole discretion of the Company), the Offering is terminated or no subscriptions are made and accepted prior to the expiration of the Initial Offering Period or, if extended, prior to the Final Termination Date, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will thereafter be of no further force or effect. If Purchaser's subscription is rejected in part (at the sole discretion of the Company) and the Company accepts the portion not so rejected, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will continue in full force and effect to the extent such subscription was accepted. The Purchaser may revoke its subscription and obtain a return of the subscription amount at any time before the date of the Initial Closing. The Purchaser may not revoke this subscription or obtain a return of the subscription amount paid to the Company on or after the date of the Initial Closing. Any subscription received after the Initial Closing but prior to the Termination Date shall be irrevocable.

5. **Representations and Warranties of the Purchaser.** The Purchaser hereby acknowledges, represents, warrants, and agrees as follows:

(a) None of the Preferred Stock or the Conversion Shares (collectively referred to hereafter as the "***Securities***") are registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or any state securities laws. The Purchaser understands that the offering and sale of the Securities is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement;

(b) The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "***Advisors***"), have received and have carefully reviewed this Subscription Agreement, and each of the Transaction Documents, the Company's filings with the U.S. Securities and Exchange Commission (the "***Commission***") under the Securities Exchange Act of 1934, as amended (the "***SEC Documents***") and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein, prior to the execution of this Subscription Agreement;

(c) Neither the Commission nor any state securities commission has approved or disapproved of the Securities or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of this Subscription Agreement. This Subscription Agreement has not been reviewed by any Federal, state or other regulatory authority. Any representation to the contrary may be a criminal offense;

(d) All SEC Documents, records, and books pertaining to the investment in the Securities including, but not limited to, all information regarding the Company and the Securities, have been made available for inspection and reviewed by the Purchaser and its Advisors, if any;

(e) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from the Company's officers and any other persons authorized by the Company to answer such questions, concerning, among other related matters, the Offering, the Securities, the Transaction Documents and the business, financial condition, results of operations and prospects of the Company and all such questions have been answered by the Company to the full satisfaction of the Purchaser and its Advisors, if any;

(f) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in this Subscription Agreement;

(g) The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Securities through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or over the Internet, in connection with the offering and sale of the Securities and is not subscribing for the Securities and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

(h) The Purchaser has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby;

(i) The Purchaser, either alone or together with its Advisors, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Securities and the Company and to make an informed investment decision with respect thereto;

(j) The Purchaser is not relying on the Company, or any of its employees or agents with respect to the legal, tax, economic and related considerations of an investment in any of the Securities and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors;

(k) The Purchaser is acquiring the Securities solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of any of the Securities and the Purchaser has no plans to enter into any such agreement or arrangement;

(l) The Purchaser understands and agrees that purchase of the Securities is a high risk investment and the Purchaser is able to afford an investment in a speculative venture having the risks and objectives of the Company. The Purchaser must bear the substantial economic risks of the investment in the Securities indefinitely because none of the Securities may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends will be placed on the certificates representing the Preferred Stock and the Conversion Shares to the effect that such securities have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's books;

(m) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Securities for an indefinite period of time;

(n) The Purchaser is aware that an investment in the Securities involves a number of very significant risks and has carefully read and considered the disclosure in the Company's Form 10-K for the year ended December 31, 2016, which is available on the Edgar System at SEC.gov and understands that certain risks may materially adversely affect the Company's operations and future prospects;

(o) At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it converts any Shares, it will be an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and has truthfully and accurately completed the Investor Questionnaire attached as Schedule A to this Subscription Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company;

(p) The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Securities, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Securities, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

(q) The Purchaser and its Advisors, if any, have had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained herein including, but not limited to, the terms and conditions of the Securities as set forth therein and the Transaction Documents and all other related documents, received or reviewed in connection with the purchase of the Securities and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business and prospects of the Company deemed relevant by the Purchaser or its Advisors, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided by the Company in writing to the full satisfaction of the Purchaser and its Advisors, if any;

(r) The Purchaser has significant prior investment experience, including investment in non-listed and unregistered securities. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Securities will not cause such commitment to become excessive. This investment is a suitable one for the Purchaser;

(t) The Purchaser is satisfied that it has received adequate information with respect to all matters which it or its Advisors, if any, consider material to its decision to make this investment;

(u) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Securities which are in any way inconsistent with the information contained in this Subscription Agreement;

(v) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(w) In making an investment decision, Purchasers must rely on their own examination of Company and the terms of the Offering, including the merits and risks involved. Purchasers should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time;

(y) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "***Plan***") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser or Plan fiduciary has not relied on any advice or recommendation of the Company or any of its affiliates; and

(z) The Purchaser represents that (i) the Purchaser was contacted regarding the sale of the Securities by the Company (or another person whom the Purchaser believed to be an authorized agent or representative thereof) with whom the Purchaser had a prior substantial pre-existing relationship and (ii) it did not learn of the offering of the Securities by means of any form of general solicitation or general advertising, and in connection therewith, the Purchaser did not (A) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising;

(aa) The Purchaser consents to the placement of a legend on any certificate or other document evidencing the Securities and, when issued, the Conversion Shares, that such securities have not been registered under the Securities Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Purchaser is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Securities. The legend to be placed on each certificate shall be in form substantially similar to the following:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES OR "BLUE SKY LAWS," AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(bb) The Purchaser understands, acknowledges and agrees with the Company that this subscription may be rejected, in whole or in part, by the Company, in the sole and absolute discretion of the Company, at any time before any Closing notwithstanding prior receipt by the Purchaser of notice of acceptance of the Purchaser's subscription.

(cc) The Purchaser acknowledges that the information contained in the Transaction Documents or otherwise made available to the Purchaser is confidential and non-public and agrees that all such information shall be kept in confidence by the Purchaser and neither used by the Purchaser for the Purchaser's personal benefit (other than in connection with this subscription) nor disclosed to any third party for any reason, notwithstanding that a Purchaser's subscription may not be accepted by the Company; provided, however, that (a) the Purchaser may disclose such information to its affiliates and advisors who may have a need for such information in connection with providing advice to the Purchaser with respect to its investment in the Company so long as such affiliates and advisors have an obligation of confidentiality, and (b) this obligation shall not apply to any such information that (i) is part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision) or (iii) is received from third parties without an obligation of confidentiality (except third parties who disclose such information in violation of any confidentiality agreements or obligations, including, without limitation, any subscription or other similar agreement entered into with the Company).

6. **Representations and Warranties of the Company.** The Company represents and warrants to each of the Purchasers that the statements made in this Section 6, except as qualified in any disclosure schedules referenced herein and attached hereto (the "***Schedules***"), are true and correct on the date hereof, as of the Initial Closing and shall be true and correct as of each Subsequent Closing, all of which qualifications in the Schedules attached hereto and updated Schedules delivered at the Subsequent Closing shall be deemed to be representations and warranties as if made hereunder. The Schedules shall be arranged to correspond to the numbered paragraphs contained in this Section 6, and the disclosure in any paragraph of the Schedules shall qualify other subsections in Section 6 only to the extent that it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other subsections. For purposes of this Section 6, "knowledge" shall mean the personal knowledge of any of the Company's officers or directors or what they would have known upon having made reasonable inquiry.

6.1 Organization, Good Standing and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the corporate and general laws of the State of Nevada. Each of Orbital Satcom Corp. and Global Telesat Communications Limited (the "***Subsidiaries***") is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. Each of the Company and its Subsidiaries has all requisite corporate power and authority to own and operate its properties and assets. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction, except where failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "***Material Adverse Effect***") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

6.2 Subsidiaries. The SEC Reports include a true and complete list of each of the Subsidiaries and their respective jurisdictions of organization. Neither the Company nor any Subsidiary owns or controls any ownership interest or profits interest in any other corporation, limited liability company, limited partnership or other entity. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

6.3 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the required approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

6.4 No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

6.5 Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of the Transaction Documents that has not been obtained or waived.

6.6 Issuance of the Securities. The shares of Preferred Stock are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Conversion Shares, when issued in accordance with the terms of the Preferred Stock, will be validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Company has reserved from its duly authorized capital stock a number of shares of Common Stock for issuance upon the conversion of any Preferred Stock.

6.7 Capitalization. The capitalization of the Company is as set forth in the SEC Reports, except as set forth in Schedule 6.7 hereto. Except as disclosed on the SEC Reports or as disclosed on Schedule 6.7 hereto, there are no outstanding securities of the Company or any Subsidiary which contain any right of first refusal, preemptive right, right of participation, or any similar right which has not been waived. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents which has not been waived. Except as a result of the purchase and sale of the Securities, and except as set forth in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or common stock equivalents. Except as disclosed on Schedule 6.7 hereto, the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no proxies, stockholder agreements, or any other agreements between the Company or any Subsidiary and any securityholder of such entity or, to the knowledge of the Company, among any securityholders of the Company or any Subsidiary, including agreements relating to the voting, transfer, redemption or repurchase of any securities of such entity. Neither the Company nor any Subsidiary has any outstanding shareholder purchase rights or "poison pill" or any similar arrangement in effect giving any person the right to purchase any equity interest in such entity upon the occurrence of certain events. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders' agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders. Except as required by law, including any federal securities rules and regulations, there are no restrictions upon the voting or transfer of any of the shares of capital stock of the Company or any Subsidiary pursuant to its organizational documents or other governing documents or any agreement or other instruments to which the Company or any Subsidiary is a party or by which it is bound.

6.8 Shell Company Status; SEC Reports; Financial Statements . The Company has not been a "shell" company as described in Rule 144(i)(1) under the Securities Act for the last 12 months. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Exchange Act , including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials and any amendments filed through the date hereof, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "***SEC Reports***") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. The financial statements (the "***Financial Statements***") of the Company included in SEC Reports been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("***GAAP***"), except as may be otherwise specified in such financial statements or the footnotes thereto except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject to normal, immaterial, year-end audit adjustments. There is no transaction, arrangement, or other relationship between the Company or any Subsidiary and an unconsolidated or other off balance sheet entity that is not disclosed in its financial statements that should be disclosed in accordance with GAAP and that would be reasonably likely to have a material adverse effect.

6.9 Absence of Liabilities. Except as set forth in the SEC Reports, since the Balance Sheet Date (hereinafter defined): (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. Except for the issuance of the Securities contemplated by this Agreement or as set forth in the SEC Reports no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made. Except as set forth in the SEC Reports, neither the Company nor any Subsidiary is a guarantor or indemnitor of any liability of any other Person.

For purposes of this Section 6.9, December 31, 2016 is referred to as the "***Balance Sheet Date***".

6.10 Changes. Except disclosed in the SEC Reports, or where the occurrence of any of the following events would not have a Material Adverse Effect, since December 31, 2016 there has not been:

6.10.1. any effect, event, condition or circumstance (including, without limitation, the initiation of any litigation or other legal, regulatory or investigative proceeding) against the Company that individually or in the aggregate, with or without the passage of time, the giving of notice, or both, has had or could reasonably be expected to have a Material Adverse Effect;

6.10.2. any resignation or termination of any director, officer or key employee of the Company or any Subsidiary, and neither the Company nor any Subsidiary has received notification of any impending resignation from any such Person;

6.10.3. any material change in the contingent obligations of the Company or any Subsidiary by way of guaranty, endorsement, indemnity, warranty or otherwise;

6.10.4. any material damage, destruction or loss adversely affecting the assets, properties, business, financial condition or prospects of the Company and its Subsidiaries taken as a whole, whether or not covered by insurance;

6.10.5. any waiver by the Company or any Subsidiary of a valuable right or of any debt;

6.10.6. any development, event, change, condition or circumstance that constitutes, whether with or without the passage of time or the giving of notice or both, a default under any outstanding debt obligation of the Company or any Subsidiary;

6.10.7. any change in any compensation arrangement or agreement with any employee, consultant, officer, director or stockholder of the Company or any Subsidiary that would increase the cost of any such agreement or arrangement to the Company or any Subsidiary by more than $10,000 in each instance, except as set forth in Schedule 6.7 hereto ;

6.10.8. any labor organization activity of the employees of the Company or any Subsidiary;

6.10.9. any declaration or payment of any dividend or other distribution of the assets of the Company or any Subsidiary;

6.10.10. any change in the accounting methods or practices followed by the Company or any Subsidiary; or

6.10.11. any Contract or commitment made by the Company or any Subsidiary to do any of the foregoing.

6.11 Title to Properties and Assets; Liens, etc . Except where a violation of this Section 6.11 could not reasonably be expected to have a Material Adverse Effect, the Company and each Subsidiary has good and marketable title to the properties and assets it owns, and the Company and each Subsidiary has a valid license in all properties and assets licensed by it, including the properties and assets reflected as owned in the most recent balance sheet included in the Financial Statements, and has a valid leasehold interest in its leasehold estates, in each case subject to no encumbrance, other than those resulting from taxes which have not yet become delinquent or those of the lessors of leased property or assets. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by the Company or any Subsidiary are in good operating condition and repair, ordinary wear and tear excepted and are fit and usable for the purposes for which they are being used. Each of the Company and its Subsidiaries is in compliance with all terms of each lease to which it is a party or is otherwise bound.

6.12 Intellectual Property.

6.12.1. The Company or the applicable Subsidiary is the owner or licensee of all intellectual property and all Licensed Intellectual Property as described in the SEC Documents (collectively, the "***Intellectual Property***"). Neither the Company nor any Subsidiary has licensed any Intellectual Property to any Person. All of the registrations and applications for registration of the Intellectual Property are valid, subsisting and in full force and effect, and all actions and payments necessary for the maintenance and continuation of such Intellectual Property have been taken or paid on a timely basis. The Company and its Subsidiaries owns or possesses sufficient legal rights to use all of the Intellectual Property and the exclusive right to use all Owned Intellectual Property and all Licensed Intellectual Property as being licensed to the Company and its Subsidiaries.

6.13 Compliance with Other Instruments. Except as set forth in the SEC Reports, neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

6.14 Litigation. Except as set forth in the SEC Reports, there is no legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary or any investigation of the Company or any Subsidiary, nor is the Company aware of any fact that would make any of the foregoing reasonably likely to arise. Neither the Company nor any Subsidiary is a party or subject to the provisions of any Order. Except as set forth in the SEC Reports, there is no Legal Proceeding by the Company or any Subsidiary currently pending or that the Company or any Subsidiary intends to initiate. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Order involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company.

6.15 Tax Returns and Payments.

6.15.1. Except as set forth in the SEC Reports and as set forth in Schedule 6.15 hereto, the Company and each Subsidiary has filed all Tax Returns required to be filed by it, and each such entity has timely paid all Taxes owed (whether or not shown on any Tax Return). All such Tax Returns were complete and correct, and such Tax Returns correctly reflected the facts regarding the income, business, assets, operations, activities, status and other matters of such entity and any other information required to be shown thereon. The Company and each Subsidiary has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Employee, creditor, independent contractor, shareholder, member or other third party. The Company and each Subsidiary has established adequate reserves for all Taxes accrued but not yet payable. No deficiency assessment with respect to or proposed adjustment of the Company and/or any Subsidiaries Taxes is pending or, to the knowledge of the Company, threatened. There is no tax lien (other than for current Taxes not yet due and payable), imposed by any taxing authority, outstanding against the assets, properties or the business of the Company or any Subsidiary.

6.15.2. Neither the Company nor any Subsidiary has agreed to make any adjustment under Section 481(a) of the Internal Revenue Code of 1986, as amended (the "***Code***") (or any corresponding provision of state, local or foreign tax law) by reason of a change in accounting method or otherwise, and neither the Company nor any Subsidiary will be required to make any such adjustment as a result of the transactions contemplated by this Agreement. Neither the Company nor any Subsidiary has been or is a party to any tax sharing or similar agreement. Neither the Company nor any Subsidiary is or has ever been a party to any joint venture, partnership, limited liability company, or other arrangement or Contract which could be treated as a partnership for federal income tax purposes. Neither the Company nor any Subsidiary is or has ever been a "United States real property holding corporation" as that term is defined in Section 897 of the Code.

6.16 Employees.

6.16.1. (a) Neither the Company nor any Subsidiary has, or has ever had any, collective bargaining agreements with any of its employees; (b) there is no labor union organizing activity pending or, to the knowledge of the Company, threatened with respect to the Company or any Subsidiary; (c) no employee has or is subject to any agreement or Contract to which the Company or any Subsidiary is a party (including, without limitation, licenses, covenants or commitments of any nature) regarding his or her employment or engagement; (d) to the best of the Company's knowledge, no employee is subject to any Order that would interfere with his or her duties to the Company or any Subsidiary or that would conflict with the businesses the Company or any Subsidiary as currently conducted and as proposed to be conducted; (e) no employee is in violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such Person to be employed by, or to contract with, the Company or any Subsidiary; (f) to the best of the Company's knowledge, the continued employment by the Company or any Subsidiary of its present employees, and the performance of their respective duties to such entity, will not result in any violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such individual to be employed by, or to contract with, the Company or any Subsidiary, and neither the Company nor any Subsidiary has received any written notice alleging that such violation has occurred; (g) no Employee or consultant has been granted the right to continued employment by or service to the Company or any Subsidiary or to any compensation following termination of employment with or service to the Company or any Subsidiary; and (h) neither the Company nor any Subsidiary has any present intention to terminate the employment or engagement or service of any officer or any significant employee or consultant

6.16.2. Except as set forth in the SEC Reports, there are no outstanding or, to the knowledge of the Company, threatened claims against the Company or any Subsidiary or any Affiliate (whether under federal or state law, under any employment agreement, or otherwise) asserted by any present or former employee or consultant of the Company or any Subsidiary. Neither the Company nor any Subsidiary is in violation of any law or Requirement of Law concerning immigration or the employment of persons other than U.S. citizens.

6.17 Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("***Material Permits***"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit

6.18 Offering Valid. Assuming the accuracy of the representations and warranties of the Purchasers contained in the subscription agreements entered into by each Purchaser in connection with this Agreement, the offer, sale and issuance of the Securities will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), and will be exempt from registration and qualification under applicable state securities laws.

6.19 Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is, as of each Closing Date, true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 7 hereof.

6.20 Investment Company Act. Neither the Company nor any Subsidiary is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

6.21 Foreign Payments; Undisclosed Contract Terms.

6.21.1. To the knowledge of the Company, neither the Company nor any Subsidiary has made any offer, payment, promise to pay or authorization for the payment of money or an offer, gift, promise to give, or authorization for the giving of anything of value to any Person in violation of the Foreign Corrupt Practices Act of 1977, as amended and the rules and regulations promulgated thereunder.

6.21.2. To the knowledge of the Company, there are no understandings, arrangements, agreements, provisions, conditions or terms relating to, and there have been no payments made to any Person in connection with any agreement, Contract, commitment, lease or other contractual undertaking of the Company or any Subsidiary which are not expressly set forth in such contractual undertaking.

6.22 No Broker. Neither the Company nor any Subsidiary has employed any broker or finder, or incurred any liability for any brokerage or finder's fees in connection with the sale of the Securities.

6.23 Compliance with Laws. Neither the Company nor any Subsidiary is in violation of, or in default under, any Requirement of Law applicable to such Subsidiary, or any Order issued or pending against such Subsidiary or by which the Company's or such Subsidiary's properties are bound, except for such violations or defaults that have not had, and could not reasonably be expected to have, a Material Adverse Effect.

6.24 No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 5, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of any of the shares of Preferred Stock, Conversion Shares (collectively, the "Securities") to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

6.25 Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

6.26 No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

6.27 Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

6.28 [Intentionally Deleted]

6.29 Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("***OFAC***").

6.30 U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

6.31 Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "***Money Laundering Laws***"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

6.32 Bad Actor Disqualification

(a) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act ("***Regulation D Securities***"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "***Issuer Covered Person***" and, together, "***Issuer Covered Persons***") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "***Disqualification Event***"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.

(b) Other Covered Persons. The Company is not aware of any person that (i) has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Securities and (ii) who is subject to a Disqualification Event.

6.33 Notice of Disqualification Events. The Company will notify the Purchaser in writing of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person, prior to any Closing of this Offering.

6.34 Transactions with Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

6.35 Sarbanes-Oxley; Internal Accounting Controls. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. Except as disclosed in the SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the SEC Reports, the Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "***Evaluation Date***"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

6.36 Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the SEC is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any OTC Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

6.37 OFAC. Neither the Company nor any Subsidiary or, to the Company's knowledge, any director, officer, agent, employee, Affiliate or person acting on behalf of any Subsidiary, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, towards any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any person currently subject to any U.S. sanctions.

6.38 Registration Rights. Except as set forth in SEC Reports, neither the Company nor any Subsidiary is under any obligation, or has granted any rights that have not been terminated, to register any of such Subsidiary's currently outstanding securities or any of its securities that may hereafter be issued.

6.39 Material Non-Public Information. Except with respect to the transactions contemplated hereby that will be publicly disclosed, neither the Company nor any Subsidiary has provided any Purchaser with any information that such Subsidiary believes constitutes material non-public information.

6.40 Right to Receive Additional Shares. Except as set forth in the SEC Reports, shares to be issued to previous shareholders as set forth in Schedule 6.7 hereto, or in connection with the Shares issued in this Offering, no existing shareholder of the Company has any right to cause the Company to issue additional shares of Common Stock or other securities to such shareholder.

6.41 Post Offering Covenants. For a period of one (1) year from the date hereof (i) the Company shall not issue any or become subject to any indebtedness greater than $250,000, except for ordinary trade payables without the written consent of Purchasers then holding more than 50% of the Shares (the "***Required Majority***") and (ii) the Company shall not issue any equity securities of the Company without the consent of the Required Majority, of which will not be unreasonably withheld, except for shares issued upon the conversion of currently existing securities or shares issued pursuant to the Company's duly adopted equity incentive plan and/or as disclosed herewith in Schedule 6.7.

7 . **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company, and each of its officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

8. **Binding Effect.** This Subscription Agreement will survive the death or disability of the Purchaser and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder will be joint and several and the agreements, representations, warranties and acknowledgments herein will be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

9. **Modification.** This Subscription Agreement will not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. **Notices.** Any notice or other communication required or permitted to be given hereunder will be in writing and will be mailed by certified mail, return receipt requested, or delivered by reputable overnight courier such as FedEx against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth in the Unit Purchase Agreement or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party will have furnished in writing in accordance with the provisions of this Section 10). Any notice or other communication given by certified mail will be deemed given at the time of certification thereof, except for a notice changing a party's address which will be deemed given at the time of receipt thereof. Any notice or other communication given by overnight courier will be deemed given at the time of delivery.

11. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of any of the Securities will be made only in accordance with all applicable laws.

12. **Applicable Law.** This Subscription Agreement will be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. The parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Subscription Agreement will be instituted exclusively in New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (2) waive any objection which the parties may have now or hereafter to the venue of any such suit, action or proceeding, and (3) irrevocably consent to the jurisdiction of the New York State Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agrees that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

13. **Blue Sky Qualification.** The purchase of Securities pursuant to this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Securities from applicable federal and state securities laws.

14. **Use of Pronouns.** All pronouns and any variations thereof used herein will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

15. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any trade or business secrets of the Company and any business materials that are treated by the Company as confidential or proprietary, including, without limitation, confidential information obtained by or given to the Company about or belonging to third parties.

16. **Miscellaneous.**

(a) This Subscription Agreement, together with the other Transaction Documents, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) Each of the Purchaser's and the Company's representations and warranties made in this Subscription Agreement will survive the execution and delivery hereof and delivery of the Securities.

(c) Each of the parties hereto will pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Subscription Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will together constitute one and the same instrument.

(e) Each provision of this Subscription Agreement will be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality will not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and will not control or alter the meaning of this Subscription Agreement as set forth in the text.

17. **Signature Page. It is hereby agreed by the parties hereto that the execution by the Purchaser of this Subscription Agreement, in the place set forth hereinbelow, will be deemed and constitute the agreement by the Purchaser to be bound by all of the terms and conditions hereof as well as each of the other Transaction Documents, and will be deemed and constitute the execution by the Purchaser of all such Transaction Documents without requiring the Purchaser's separate signature on any of such Transaction Documents.**

[Remainder of page intentionally left blank.]

ANTI-MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act

The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.

What is money laundering?

Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.

How big is the problem and why is it important?

The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year.

What are we required to do to eliminate money laundering?

Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws.

As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to affect any transactions for you.

ORBITAL TRACKING CORP.
SIGNATURE PAGE TO
SUBSCRIPTION AGREEMENT

Purchaser hereby elects to purchase a total of $_____, representing _____Shares of Preferred Stock, at a purchase price of $10.00 per Share.

Date (NOTE: To be completed by the Purchaser): _____, 2017

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Print Name(s)	Social Security Number(s)
Print Name(s)	Social Security Number(s)
Signature(s) of Purchaser(s)	Signature

Address:

_____ Date
_____

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

Name of Entity

_____ Federal Taxpayer
_____ Identification Number
Name of Partnership,
Corporation, Limited
Liability Company or Trust

By: _____ _____
Name: State of Organization
Title:

Address:

_____ _____
_____ Date
_____

AGREED AND ACCEPTED:

ORBITAL TRACKING CORP.

By: _____ _____
Name: Date
Title:

Schedules

Schedule 6.7

Capitalization

Preferred Stock – 50,000,000 shares authorized; $0.0001 par value
Series A – 20,000 authorized and -0- outstanding
Series B – 30,000 authorized and 6,666 outstanding
Series C – 4,000,000 authorized and 3,540,365 outstanding
Series D – 5,000,000 authorized and 3,158,984 outstanding
Series E – 8,746,000 authorized and 7,617,356 outstanding
Series F – 1,100,000 authorized and 1,099,998 outstanding
Series G – 10,090,000 authorized and 10,083,351 outstanding
Series H – 200,000 authorized and 87,500 outstanding
Series I – 144,944 authorized and 92,944 outstanding

Common Stock – 750,000,000 authorized; $0.0001 par value, 65,828,401 issued and outstanding. Reg S Common stock; 3,913 authorized, issued and outstanding.

Options – 2,850,000 and 10,000,000 fully vested options to purchase common stock, at an exercise price of $0.05 and $0.01, respectively. The Company intends to grant its Chief Executive Officer, David Phipps, 5,000,000 fully vested options, its Chief Financial Officer, Theresa Carlise, 3,750,000 fully vested options, its Director, Hector Delgado, 1,250,000 fully vested options and to its certain employees, who are related to our Chief Executive Officer as Parent/Child, 20,000,000 fully vested options, at an exercise price of $0.01.

Upon the completion of this Offering, The Company is required to issue to certain prior investors of Series G Preferred Stock, preferred shares of its Series G Preferred Stock, an amount of preferred shares which is convertible into an aggregate of 38,805,668 shares of the Company's common stock. However, in lieu of issuing such additional shares of Series G Preferred Stock the Company will create a new series of preferred stock, to be designated as "Series K Preferred Stock" and will issue to such holders of Series G Preferred an aggregate of 388,057 shares of Series K Preferred Stock, each of which shall be convertible into one hundred (100) shares of the Company's common stock.

In addition, in order to proceed with the Series J Offering, the Company has agreed to issue additional shares of Series F Preferred Stock and Series H Preferred Stock to certain prior investors and creditors who agreed to settle outstanding obligations. However, in lieu of issuing such additional shares of Series F Preferred Stock and Series H Preferred Stock, the Company will issue to such holders of Series F Preferred and Series H Preferred an aggregate of 778,595 shares of Series K Preferred Stock, each of which shall be convertible into one hundred (100) shares of the Company's common stock, or 77,859,484.

Schedule 6.14

On April 4, 2017, the Company received a request from the Enforcement Division of the SEC requesting information relating to the restatement of our September 30, 2014 quarterly report. We are cooperating with this request.

Schedule 6.15

The Company has been informed by the Internal Revenue Service that it has neglected to file a Form W-3 Transmittal with accompanying Employee Form W-2's for tax year 2009. The Company has reached out to its former officers to retrieve the documents, but has been unsuccessful. The Company has been assessed a penalty of $6,756, of which, the Company has paid $3,830 and currently owes $2,934.

The Company has been assessed a penalty of $10,147 for failure to timely file, Form 5471, Informational Return of US Persons With Respect to Certain Foreign Corporations. The return was filed after the deadline, as the Company was addressing the filing of Form 1120 for tax years 2010 through 2015, before it could file Form 5471 for tax year 2015.

Schedule A

FORM OF INVESTOR QUESTIONNAIRE

ORBITAL TRACKING CORP.

For Individual Investors Only

(All individual investors must *INITIAL* where appropriate. Where there are joint investors both parties must *INITIAL*):

Initial _____ I certify that I have a "net worth" of at least $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse. For purposes of calculating net worth under this paragraph, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this Subscription Agreement, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

Initial _____ I certify that I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

For Non-Individual Investors

(all Non-Individual Investors must *INITIAL* where appropriate):

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in Company.

Initial _____ The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

Initial _____ The undersigned certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of the Subscription Agreement.

Initial _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

Initial _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

Initial _____ The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in Company.

Initial _____ The undersigned certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

Initial _____ The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

Initial _____ The undersigned certifies that it is an insurance company as defined in §2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

ORBITAL TRACKING CORP.

Investor Questionnaire
(*Must be completed by Purchaser)*

Section A - Individual Purchaser Information

Purchaser Name(s): _____

Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Date of Birth: _____ Marital Status: _____
Joint Party Date of Birth:_____
Investment Experience (Years): _____
Annual Income: _____
Net Worth: _____
Home Street Address: _____
Home City, State & Zip Code: _____
Home Phone: _____ Home Fax: _____
Home Email: _____
Employer: _____
Employer Street Address: _____
Employer City, State & Zip Code: _____
Bus. Phone: _____ Bus. Fax: _____
Bus. Email: _____
Type of Business: _____

Please check if you are a FINRA member or affiliate of a FINRA member firm: _____

Section B – Entity Purchaser Information

Purchaser Name(s): _____

Authorized Individual executing Profile or Trustee:
_____

Social Security Numbers / Federal I.D. Number: _____

Investment Experience (Years): _____

Annual Income: _____

Net Worth: _____

Was the Trust formed for the specific purpose of purchasing the Securities?

[ ] Yes [ ] No

Principal Purpose (Trust)_____

Type of Business: _____

Street Address: _____

City, State & Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Section C – Form of Payment – Check or Wire Transfer

____ Check payable to "**ORBITAL TRACKING CORP**"

____ Wire funds from my outside account according to the "To subscribe for Shares of Preferred Stock in the private offering of ORBITAL TRACKING CORP."

Section E – Securities Delivery Instructions (check one)

____ Please deliver my securities to the address listed in the above Investor Questionnaire.

____ Please deliver my securities to the below address:

_____
_____
_____
_____

Purchaser Signature(s) _____ Date _____

Purchaser Signature(s) _____ Date _____

ISSUANCE AGREEMENT

ISSUANCE AGREEMENT (the "Agreement") dated as of May 2, 2017, is entered into by and among Paradox Capital Partners LLC ("Paradox"), Quest Document Solutions LLC ("Quest"), and Orbital Tracking Corp. (the "Company" and, collectively with Paradox and Quest, the "Parties").

WHEREAS, the Company and Paradox entered into a settlement agreement and release dated January 28, 2015 (the "Paradox Settlement Agreement"), pursuant to which, among other things, the Company agreed that, if it issued securities in a financing in which the Company receives aggregate gross proceeds of at least $100,000 (a "Qualified Financing"), Paradox would be entitled to receive, in addition to 943,500 common stock equivalents issued under the Paradox Settlement Agreement, such securities that are offered or provided upon the same terms and conditions to the investors in the Qualified Financing as if it had invested $47,175 in the Qualified Financing (the "Paradox Anti-Dilution Securities");

WHEREAS, the Company and Quest entered into a settlement agreement and release dated January 28, 2015 (the "Quest Settlement Agreement" and, together with the Paradox Settlement Agreement, the "Settlement Agreements"), pursuant to which, among other things, the Company agreed that, if it issued securities in a Qualified Financing, Quest would be entitled to receive, in addition to the 730,930 common stock equivalents issued under the Quest Settlement Agreement, such securities that are offered or provided upon the same terms and conditions to the investors in the Qualified Financing as if it had invested $36,546.27 in the Qualified Financing (the "Quest Anti-Dilution Securities" and, together with the Paradox Anti-Dilution Securities, the "Anti-Dilution Securities");

WHEREAS, Paradox and Quest are affiliated entities under common control;

WHEREAS, Paradox and Quest previously waived their right to receive Anti-Dilution Securities in connection with the Company's October 2016 financing (the "2016 Financing"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), Paradox and Quest desire to exchange the Company's further obligations to issue Anti-Dilution Securities under the Settlement Agreements, and the Company desires to issue the securities as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment by the Company. The Company will issue to Paradox upon closing of its offering of Series J Preferred Stock, shares of its newly designated Series K Preferred Stock that shall be convertible into an aggregate of 6,697,680 shares of common stock (the "Settlement Securities").

2. Waiver and Release by Paradox and Quest. Paradox and Quest each hereby waive the further issuance of any Anti-Dilution Securities under the Agreements. In addition to, and not in limitation of the foregoing sentence, each of Paradox and Quest, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the Company, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Paradox or Quest has, or may have had, against the Company, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Settlement Agreements, including the issuance of any securities in connection with the 2016 Financing.

3. Release by Company. The Company, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge Paradox and Quest, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which he Company and such persons has, or may have had, against Paradox, Quest and such persons, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Settlement Agreements.

4. Accredited Investor Representation. Paradox and Quest represent and warrants that they are "accredited investors," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, and it is able to bear the economic risk of an investment in the Company's securities.

5. Rule 144 Acknowledgments. Pursuant to Rule 144 promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act and the rules and regulations promulgated thereunder as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule 144, the holding period of the Settlement Securities tacks back to January 28, 2015, the date of the Settlement Agreements. The Company agrees not to take a position contrary to this paragraph.

6. Securities Law Exemptions. Assuming the accuracy of the representations and warranties of Paradox contained herein, the offer and issuance by the Company of the Settlement Securities is exempt from registration under the Securities Act. The offer and issuance of the Settlement Securities is exempt from registration under the Securities Act pursuant to the exemption provided by Section 3(a)(9) thereof. The Company covenants and represents to Paradox that neither the Company nor any of its subsidiaries has received, anticipates receiving, has any agreement to receive or has been given any promise to receive any consideration from Paradox, Quest or any other party in connection with the transactions contemplated by this Agreement.

7. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the persons and entities referred to in paragraphs 2 and 3 above, but not a Party, are third-party beneficiaries of this Agreement.

8. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

10. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against Party as the author or drafter of the Agreement.

11. Governing Law and Choice of Forum. This Agreement, the construction, interpretation, and enforcement hereof, and the rights of the Parties with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Borough of Manhattan, New York, New York.

12. Waiver and Reliance on Representations. ***The Company has obtained independent legal counsel regarding the advisability of entry into this Agreement and the matters herein, acknowledges and agrees that it has been informed that Harvey Kesner, the control person of Paradox and Quest, is associated with counsel to the Company and hereby waives any and all conflicts, including the appearance of conflict, that could exist or arise with respect thereto.*** The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

13. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, covenants and/or other restrictions placed upon them by their respective entities.

[SIGNATURE PAGE FOLLOWS]

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

ORBITAL TRACKING CORP.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

PARADOX CAPITAL PARTNERS LLC

By: */s/ Harvey Kesner*
Name: Harvey Kesner
Title:

QUEST DOCUMENT SOLUTIONS LLC

By: */s/ Harvey Kesner*
Name: Harvey Kesner
Title:

ISSUANCE AGREEMENT

ISSUANCE AGREEMENT (the "Agreement") dated as of May 2, 2017, is entered into by and among Sichenzia Ross Ference Kesner LLP ("SRFK") and Orbital Tracking Corp. (the "Company" and, collectively with SRFK, the "Parties").

WHEREAS, the Company and SRFK entered into an engagement agreement dated January 23, 2015 (the "Engagement Agreement"), pursuant to which, among other things, the Company agreed that, if it issued securities in a financing in which the Company receives aggregate gross proceeds of at least $100,000 (a "Qualified Financing"), SRFK would be entitled to receive, in addition to the securities issued under the Engagement Agreement, such securities that are offered or provided upon the same terms and conditions to the investors in the Qualified Financing as if it had invested $70,000 in the Qualified Financing (the "Anti-Dilution Securities");

WHEREAS, SRFK previously waived its right to receive Anti-Dilution Securities in connection with the Company's October 2016 financing (the "2016 Financing"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), SRFK desires to exchange the Company's further obligations to issue Anti-Dilution Securities under the Engagement Agreement, and the Company desires to issue the securities as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment by the Company. The Company will issue to SRFK upon closing of its offering of Series J Preferred Stock, shares of its newly designated Series K Preferred Stock that shall be convertible into an aggregate of 978,561 shares of common stock (the "Settlement Securities").

2. Waiver and Release by SRFK. SRFK hereby waives the further issuance of any Anti-Dilution Securities under the Engagement Agreement. In addition to, and not in limitation of the foregoing sentence, SRFK, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the Company, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which SRFK has, or may have had, against the Company, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Engagement Agreement, including the issuance of any securities in connection with the 2016 Financing.

3. Release by Company. The Company, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge SRFK, together with its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which he Company and such persons has, or may have had, against SRFK and such persons, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Engagement Agreement.

4. Accredited Investor Representation. SRFK represents and warrants that it is an "accredited investor," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, and it is able to bear the economic risk of an investment in the Company's securities.

5. Rule 144 Acknowledgments. Pursuant to Rule 144 promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act and the rules and regulations promulgated thereunder as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule 144, the holding period of the Settlement Securities tacks back to January 23, 2015, the date of the Engagement Agreement. The Company agrees not to take a position contrary to this paragraph.

6. Securities Law Exemptions. Assuming the accuracy of the representations and warranties of SRFK contained herein, the offer and issuance by the Company of the Settlement Securities is exempt from registration under the Securities Act. The offer and issuance of the Settlement Securities is exempt from registration under the Securities Act pursuant to the exemption provided by Section 3(a)(9) thereof. The Company covenants and represents to SRFK that neither the Company nor any of its subsidiaries has received, anticipates receiving, has any agreement to receive or has been given any promise to receive any consideration from SRFK or any other party in connection with the transactions contemplated by this Agreement.

7. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the persons and entities referred to in paragraph 2 and 3 above, but not a Party, are third-party beneficiaries of this Agreement.

8. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

10. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against Party as the author or drafter of the Agreement.

11. Governing Law and Choice of Forum. This Agreement, the construction, interpretation, and enforcement hereof, and the rights of the Parties with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Borough of Manhattan, New York, New York.

12. Waiver and Reliance on Representations. ***The Company has obtained independent legal counsel regarding the advisability of entry into this Agreement and the matters herein. The Company specifically acknowledges that members and attorneys associated with SRFK have previously assisted the Company prior to the date hereof and as a result became creditors and security holders of SRFK, and that Harvey Kesner, a member of SRFK, is the controlling person of Quest Document Solutions LLC and Paradox Capital Partners, LLC. Such persons may also directly or indirectly have an interest in the securities of the Company as a result of the receipt of legal fees or otherwise, and that the Company waives any and all conflicts with respect thereto, including any appearance of conflict, that could exist or arise as a result of such representation or ownership. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.***

13. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, covenants and/or other restrictions placed upon them by their respective entities.

[SIGNATURE PAGE FOLLOWS]

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

ORBITAL TRACKING CORP.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

SICHENZIA ROSS FERENCE KESNER LLP

By: */s/ Harvey Kesner*
Name: Harvey Kesner
Title: Partner

ORBITAL TRACKING CORP
STOCK OPTION AGREEMENT

This STOCK OPTION AGREEMENT (the "Option Agreement"), dated as of the ____ day of May 2017 (the "Grant Date"), is between Orbital Tracking Corp, a Nevada corporation (the "Company"), and _____ (the "Optionee").

WHEREAS, the Company desires to give the Optionee the opportunity to purchase _____ shares of common stock of the Company, par value $0.0001 per share, ("Common Shares");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of an aggregate of _____ Common Shares. The Option is in all respects limited and conditioned as hereinafter provided.

2. Exercise Price. The exercise price of the Common Shares covered by this Option shall be $0.01 per share.

3. Term. Unless earlier terminated pursuant to any provision of this Option Agreement, this Option shall expire ten years from date of grant (the "Expiration Date"). This Option shall not be exercisable on or after the Expiration Date.

4. Exercise of Option. The Option shall be fully vested upon date of grant and will remain exercisable until it is exercised or until it terminates.

5. Method of Exercising Option. Subject to the terms and conditions of this Option Agreement, the Option may be exercised by written notice to the Company at its principal office. The form of such notice is attached hereto and shall state the election to exercise the Option and the number of whole shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; and shall be accompanied by payment of the full exercise price of such shares. Only full shares will be issued.

The exercise price shall be paid to the Company:

(a) in cash, or by certified check, bank draft, or postal or express money order;

(b) through the delivery of Common Shares previously acquired by the Optionee;

(c) by delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount necessary to pay the exercise price of the Option;

(d) in Common Shares newly acquired by the Optionee upon exercise of the Option; or

(e) in any combination of (a), (b), (c) or (d) above.

In the event the exercise price is paid, in whole or in part, with Common Shares, the portion of the exercise price so paid shall be equal to the Fair Market Value of the Common Shares surrendered on the date of exercise. "Fair Market Value" means the closing price on the final trading day immediately prior to the Grant Date of the Common Shares on the principal securities exchange on which the Common Shares are listed (if the Common Shares are so listed), or on the NASDAQ Stock Market or OTC Bulletin Board (if the Common Shares are regularly quoted on the NASDAQ Stock Market or OTC Bulletin Board, as the case may be), or, if not so listed, the mean between the closing bid and asked prices the Common Shares in the over the counter market, or, if such bid and asked prices shall not be available, as reported by any nationally recognized quotation service selected by the Company, or as determined by the Board. Anything in this Section 2 to the contrary notwithstanding, in no event shall the purchase price per share of the Common Shares be less than the minimum price permitted under the rules and policies of any national securities exchange on which Common Shares are listed.

Upon receipt of notice of exercise and payment, the Company shall deliver a certificate or certificates representing the Common Shares with respect to which the Option is so exercised. The Optionee shall obtain the rights of a shareholder upon receipt of a certificate(s) representing such Common Shares.

Such certificate(s) shall be registered in the name of the person so exercising the Option (or, if the Option is exercised by the Optionee and if the Optionee so requests in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship), and shall be delivered as provided above to, or upon the written order of, the person exercising the Option. In the event the Option is exercised by any person after the death or disability of the Optionee, the notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Common Shares that are purchased upon exercise of the Option as provided herein shall be fully paid and non-assessable.

Upon exercise of the Option, Optionee shall be responsible for all employment and income taxes then or thereafter due (whether Federal, State or local), and if the Optionee does not remit to the Company sufficient cash (or, with the consent of the Board, Common Shares) to satisfy all applicable withholding requirements, the Company shall be entitled to satisfy any withholding requirements for any such tax by disposing of Common Shares at exercise, withholding cash from Optionee's salary or other compensation or such other means as the Board considers appropriate to the fullest extent permitted by applicable law.

6. Non-Transferability of Option. This Option is not assignable or transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee or, in the event of his or her disability, by his or her guardian or legal representative.

7. Disability. If the Optionee becomes disabled prior to the Expiration Date, then this Option may be exercised by the Optionee or by the Optionee's legal representative.

8. Death. If the Optionee dies prior to the Expiration Date, then this Option may be exercised by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, to the extent of the number of Common Shares with respect to which the Optionee could have exercised it on the date of his or her death, at any time prior to the earlier of (i) the Expiration Date or (ii) one year after the date of the Optionee's death. Any part of the Option that was not exercisable immediately before the Optionee's death shall terminate at that time.

10. Securities Matters. (a) If, at any time, counsel to the Company shall determine that the listing, registration or qualification of the Common Shares subject to the Option upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, or that the disclosure of non-public information or the satisfaction of any other condition is necessary as a condition of, or in connection with, the issuance or purchase of Common Shares hereunder, such Option may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval, or satisfaction of such condition shall have been effected or obtained on conditions acceptable to the Board of Directors. The Company shall be under no obligation to apply for or to obtain such listing, registration or qualification, or to satisfy such condition. The Board shall inform the Optionee in writing of any decision to defer or prohibit the exercise of an Option. During the period that the effectiveness of the exercise of an Option has been deferred or prohibited, the Optionee may, by written notice, withdraw the Optionee's decision to exercise and obtain a refund of any amount paid with respect thereto.

(b) The Company may require: (i) the Optionee (or any other person exercising the Option in the case of the Optionee's death or disability) as a condition of exercising the Option, to give written assurances, in substance and form satisfactory to the Company, to the effect that such person is acquiring the Common Shares subject to the Option for his or her own account for investment and not with any present intention of selling or otherwise distributing the same, and to make such other representations or covenants; and (ii) that any certificates for Common Shares delivered in connection with the exercise of the Option bear such legends, in each case as the Company deems necessary or appropriate, in order to comply with federal and applicable state securities laws, to comply with covenants or representations made by the Company in connection with any public offering of its Common Shares or otherwise. The Optionee specifically understands and agrees that the Common Shares, if and when issued upon exercise of the Option, may be "restricted securities," as that term is defined in Rule 144 under the Securities Act of 1933 and, accordingly, the Optionee may be required to hold the shares indefinitely unless they are registered under such Securities Act of 1933, as amended, or an exemption from such registration is available.

(c) The Optionee shall have no rights as a shareholder with respect to any Common Shares covered by the Option (including, without limitation, any rights to receive dividends or non-cash distributions with respect to such shares) until the date of issue of a stock certificate to the Optionee for such Common Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

11. Governing Law. The laws of the State of Nevada (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Optionee and the Options granted herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Stock Option Agreement to be duly executed by its duly authorized officer, and the Optionee has hereunto set his hand and seal, all as of the ___ day of May 2017.

ORBITAL TRACKING CORP.

By: */s/ David Phipps*
Name: David Phipps
Title: Chief Executive Officer

By:
Name: Optionee

ORBITAL TRACKING CORP
Notice of Exercise of Stock Option

I hereby exercise the stock option granted to me pursuant to the Stock Option Agreement dated as of May__, 2017, by Orbital Tracking Corp (the "Company"), with respect to the following number of shares of the Company's common stock ("Shares"), par value $0.0001 per Share, covered by said option:

Number of Shares to be purchased: _____
Purchase price per Share: $0.01

Total purchase price: $_____

A. Enclosed is cash or my certified check, bank draft, or postal or express money order in the amount of $_____ in full/partial **[circle one]** payment for such Shares;

and/or

B. Enclosed is/are Share(s) with a total Fair Market Value of $_____ in full/partial **[circle one]** payment for such Shares;

and/or

C. I have provided notice to [**insert name of broker]**, a broker, who will render full/partial **[circle one]** payment for such Shares. **[Optionee should attach to the notice of exercise provided to such broker a copy of this Notice of Exercise and irrevocable instructions to pay to the Company the full exercise price.]**

and/or

D. I elect to satisfy the payment for Shares purchased hereunder by having the Company withhold newly acquired Shares pursuant to the exercise of the Option.

Please have the certificate or certificates representing the purchased Shares registered in the following name or names*: ; and sent to .

DATED: _____
Optionee's Signature

*Certificates may be registered in the name of the Optionee alone or in the joint names (with right of survivorship) of the Optionee and his or her spouse.