
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): **July 26, 2019**

ORBITAL TRACKING CORP.

(Exact name of the registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

00-25097

(Commission
File Number)

65-0783722

(IRS Employer
Identification No.)

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

Registrant's telephone number, including area code: (305) 560-5355

N/A
(Former name or 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)).

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
N/A	N/A	N/A

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 Material Definitive Agreement

On July 26, 2019, Orbital Tracking Corp. (the “Company”) and Orbital Merger Sub, Inc., a wholly owned subsidiary of the Company (“Orbital Sub”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which the parties agreed that, effective August 6, 2019, Orbital Sub will merge with and into the Company (the “Merger”), with the Company being the surviving corporation of the Merger. The Merger will not be effective, in any event, however, until the review undertaken by the Financial Industry Regulatory Agency (“FINRA”) is complete.

Pursuant to the terms of the Merger Agreement, on and after the effective date of the Merger, (a) the Articles of Incorporation and Bylaws of the Company, as in effect on the date of the Merger Agreement, will continue to be the Articles of Incorporation and Bylaws of the surviving corporation, except for the change of corporate name, and (b) the persons serving as the Company’s directors and officers immediately prior to the effective date of the Merger will be the directors and officers, respectively, of the surviving corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 hereto and incorporated herein by reference.

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

On July 26, 2019, the Company filed articles of merger (“Articles of Merger”) with the Nevada Secretary of State. Pursuant to the Articles of Merger, effective August 6, 2019, Orbital Sub will merge with and into the Company, with the Company being the surviving corporation of the Merger. As a result of the Merger, the Company’s name will be changed to Orbsat Corp, effective August 6, 2019. The Merger and resulting name change will not be effective, in any event, however, until FINRA’s review is complete.

The foregoing description of the Articles of Merger is qualified in its entirety by reference to the Articles of Merger, which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger.
3.1	Articles of Merger.

SIGNATURES

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

ORBITAL TRACKING CORP.

Date: August 1, 2019

By: /s/ David Phipps
David Phipps
President and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of July 26, 2019, is entered into by and between Orbital Tracking Corp, a Nevada corporation (the "Parent"), and Orbital Merger Sub, Inc., a Nevada corporation and a wholly owned subsidiary of the Parent (the "Subsidiary"). Parent and Subsidiary may be referred to herein collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Parent is incorporated under the laws of the State of Nevada;

WHEREAS, the Subsidiary is incorporated under the laws of the State of Nevada and the authorized capital stock of the Subsidiary consists of 1,000 shares of common stock, par value \$0.0001 per share ("Subsidiary Common Stock"), all of which such shares were issued and outstanding on the date hereof and are owned by the Parent;

WHEREAS, pursuant to the provisions of Nevada Revised Statutes ("NRS") 92A.180, the Subsidiary shall merge with and into the Parent (the "Merger"), with the Parent being the surviving corporation of the Merger and continuing its existence under the NRS;

WHEREAS, the respective Boards of Directors of the Parties by resolutions duly adopted, have approved this Agreement; and

WHEREAS, pursuant to the provisions of NRS 92A.180, no consent of the Parent's stockholders or of Parent as the sole stockholder of Subsidiary are necessary to conclude the Merger;

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

Article I. ARTICLE ONE

Section 1.01 On the Effective Date (as defined in Section 1.06), and in accordance with the provisions of the NRS, the Subsidiary shall be merged with and into the Parent, with Parent being the surviving corporation (the "Surviving Corporation") of the Merger. Pursuant to the provisions of NRS 92A.180 the name of the Parent shall be changed to "Orbsat Corp" on the Effective Date at the closing of the Merger.

Section 1.02 On the Effective Date, the Merger shall have the effects specified in the NRS and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date, the separate existence of Subsidiary shall cease, the Subsidiary and Parent shall be a single corporation; and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Parties; and all and singular, the rights, privileges, powers and franchises of each of the Parties, and all property, real, personal and mixed, and all debts due to either of the Parties on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to each of the Parties, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Parties, and title to any real estate or interest therein, vested by deed or otherwise in either of the Parties, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Parties shall be preserved unimpaired; and all debts, liabilities and duties of each of the Parties shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Parties shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of either of the Parties.

Section 1.03 From time to time after the Effective Date, the last acting officers of the Subsidiary or the corresponding officers of the Surviving Corporation may, in the name of the Subsidiary, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.02 and otherwise to carry out the intent and purposes of this Agreement.

Section 1.04 All corporate acts, plans (including, without limitation, stock option plans), policies, approvals and authorizations of the Subsidiary, its stockholder, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with respect to the Subsidiary.

Section 1.05 On and after the Effective Date, (a) the Articles of Incorporation and Bylaws of the Parent, as in effect on the date hereof, shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation, except for the amendments contemplated in Section 1.01 for the change of name, and otherwise unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of the Parent immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

Section 1.06 On the Effective Date, the Parties shall sign and file Articles of Merger with the Secretary of State of Nevada. The effective date and time of the Merger ("Effective Date") shall be the date and time on and at which the Merger becomes effective under the laws of the State of Nevada and all other applicable laws, and shall be on August 6, 2019. The execution and delivery hereof by the Parent shall constitute the approval and adoption of, and consent to, the Merger Agreement and the transactions contemplated thereby in Parent's capacity as the sole stockholder of the Subsidiary.

Article II. CONVERSION OF SHARES; CANCELLATION OF SHARES

Section 2.01 On the Effective Date, each share of Parent's common stock, \$0.0001 par value per share (the "Parent Common Stock"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into, and shall become, one validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, par value \$0.0001 per share (the "Surviving Corporation Common Stock") and each share of the Parent's preferred stock (the "Parent Preferred Stock" and, together with the Parent Common Stock, the "Parent Stock"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become, one validly issued, fully paid and nonassessable share of the Surviving Corporation's designated preferred stock on the same terms, rights and preferences as the Parent Preferred Stock (the "Surviving Corporate Preferred Stock" and, together with the "Surviving Corporation Common Stock," the "Surviving Corporation Stock"). Each unissued share of Parent Stock held in Parent's treasury shall be canceled without any consideration being issued or paid therefor.

Section 2.02 On the Effective Date, each option or other instrument or derivative to acquire shares of Parent Stock outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the same number of shares of Surviving Corporation Stock at the same exercise price or conversion price per share.

Section 2.03 After the Effective Date, each certificate theretofore representing issued and outstanding shares of Parent Stock will thereafter be deemed to represent such number of shares of Surviving Corporation Stock as calculated hereunder. The holders of outstanding certificates theretofore representing Parent Stock will not be required to surrender such certificate to Parent or the Surviving Corporation.

Section 2.04 On the Effective Date, the Subsidiary Common Stock owned by the Parent immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

Section 2.05 The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions:

- (a) All necessary governmental approvals and filings required to be received or made by the Parties prior to consummation of the transactions contemplated hereby shall have been obtained or made and the Merger shall have become effective under the laws of the State of Nevada.
- (b) No governmental authority or other third party shall have instituted or threatened any action or proceeding against the Subsidiary or the Parent to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement; and no action shall have been taken by any court or governmental authority rendering the Subsidiary or the Parent unable to consummate the transactions contemplated by this Agreement.

Article III. MISCELLANEOUS

Section 3.01 This Agreement may be terminated and the Merger abandoned by the Parties by appropriate resolution of its respective Board of Directors and for any reason whatsoever, at any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Nevada. In the event that this Agreement is terminated, it shall become void and shall have no effect, and no liability shall be imposed upon either of the Parties or the directors, officers or stockholders thereof.

Section 3.02 Prior to the Effective Date this Agreement may be amended or modified in any manner as may be determined in the judgment of the respective Boards of Directors of the Parties to be necessary, desirable or expedient in order to clarify the intention of the Parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Parties to comply with any of the agreements set forth herein may be expressly waived in writing by the other Party.

Section 3.03 As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Section 3.04 This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the Parties concerning the transactions contemplated herein and supersede all prior agreements or understandings between the Parties relating to the subject matter hereof.

Section 3.05 If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each Parties waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

Section 3.06 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.07 This Agreement is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

Section 3.08 This Agreement shall be construed in accordance with the laws of Nevada without application of the conflicts of laws provisions thereof.

Section 3.09 This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

[Signature page follows]

IN WITNESS WHEREOF, Parent and Subsidiary have duly executed this Agreement as of the date first written above.

ORBITAL TRACKING CORP

By: /s/ Theresa Carlise
Name: Theresa Carlise
Title: Chief Financial Officer

Orbital Merger Sub, Inc.

By: /s/ Theresa Carlise
Name: Theresa Carlise
Title: Chief Financial Officer, Treasurer and Secretary



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)

Page 1

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Articles of Merger
 (Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Orbital Merger Sub, Inc.
 Name of **merging** entity

Nevada
 Jurisdiction

Corporation
 Entity type *

Name of **merging** entity

Jurisdiction

Entity type *

Name of **merging** entity

Jurisdiction

Entity type *

Name of **merging** entity

Jurisdiction

Entity type *

and,

ORBITAL TRACKING CORP
 Name of **surviving** entity

Nevada
 Jurisdiction

Corporation
 Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
 Revised: 1-5-15



BARBARA K. CEGAVSKE
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Articles of Merger
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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Orbital Merger Sub, Inc.
 Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

ORBITAL TRACKING CORP
 Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
 Revised: 1-5-15



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Articles of Merger
(PURSUANT TO NRS 92A.200)

Page 3

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(b) The plan was approved by the required consent of the owners of *:

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
Revised: 1-5-15



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Articles of Merger
(PURSUANT TO NRS 92A.200)

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
Revised: 1-5-15



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Articles of Merger
 (PURSUANT TO NRS 92A.200)

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article I
 Name

The name of the corporation is Orbsat Corp (the "Corporation").

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability

company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: 8/06/2019

Time: 9:00 am

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
 Secretary of State
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Articles of Merger
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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

[] If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Orbital Merger Sub, Inc.
 Name of **merging** entity

/s/ Theresa Carlise	Chief Financial Officer	7/26/2019
Signature	Title	Date

Name of **merging** entity

X		
Signature	Title	Date

Name of **merging** entity

X		
Signature	Title	Date

Name of **merging** entity

X		
Signature	Title	Date

and,

ORBITAL TRACKING CORP
 Name of **surviving** entity

/s/ Theresa Carlise	Chief Financial Officer	7/26/2019
Signature	Title	Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Reset

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