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> MERGER OR SHARE EXCHANGE **Satellite Management Corporation**

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Dec. 19. 2016 10:25AM

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No. 1676 P. 2
Page 2 of 2

Dec. 19. 2016 10:25AM

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FFECTIVE DATE



ARTICLES OF MERGER
OF
DONALD L. KANE, D.D.S., P.A.
and
UDG DEVELOPMENT CORP.
INTO

The following Articles of Merger are submitted to merge the following Florida Profit Corporations in accordance with Section 607.1109, 617.0302 or 605.1025, Florida Statutes, the undersigned entities adopt the following Articles of Merger for the purpose of merging them into one of such entities:

SATELLITE MANAGEMENT CORPORATION

<u>FIRST</u>: The exact names, form/entity type, and jurisdiction for each merging party are as follows:

Name of Entity
Type
Jurisdiction

Donald L. Kane, D.D.S., P.A. Profit Corp. Florida

UDG Development Corp. Profit Corp. Florida

Satellite Management Corporation Profit Corp. Florida

<u>SECOND</u>: The exact name, form/entity type, and jurisdiction for each surviving party are as follows:

Name of Entity Type Jurisdiction

Satellite Management Corporation Profit Corp. Florida

THIRD: The attached Plan of Merger (the "Plan of Merger") marked as Exhibit A was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

<u>FOURTH</u>: The attached Plan of Merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

<u>FIFTH</u>: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State: December 31, 2016 at 11:59 p.m.

Dec. 19. 2016 10:25AM (((H16000309634 3)))

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows: n/a

SEVENTH: If the surviving party is an out-of-state entity: n/a

Dated: 12 19 , 2016

SATELLITE MANAGEMENT CORPORATION

By: Loud Mul
Donald L. Kane, President

DONALD L. KANE, D.D.S., P.A.

By: Sank Zfan

UDG DEVELOPMENT CORP.

Donald L. Kane, President

Exhibit A

Plan of Merger

See attached.

Dec. 19. 2016 10:25AM (((H16000309634 3)))

## PLAN OF MERGER

BY AND AMONG

DONALD L. KANE, D.D.S., P.A.

AND

UDG DEVELOPMENT CORP.

INTO

SATELLITE MANAGEMENT CORPORATION

DECEMBER 19, 2016

## PLAN OF MERGER

## RECITALS

- A. Donald L. Kane owns one hundred percent (100%) of Donald L. Kane, D.D.S., P.A.
- B. Donald L. Kane owns one hundred percent (100%) of UDG Development Corp.
- C. Donald L. Kane owns one hundred percent (100%) of Satellite Management Corporation.
- D. Donald L. Kane, being the sole shareholder of Kane, UDG and Satellite has determined that the transactions described herein are advisable and in the best interests of Kane, UDG, and Satellite and has approved and adopted this Plan.
- E. The board of directors of Kane, UDG and Satellite have determined that the transactions described herein are advisable and in the best interests of Kane, UDG and Satellite and the directors have approved and adopted this Plan in accordance with Section 607.1103 of the Florida Business Corporation Act.
- F. This Plan provides for the acquisition of Kane and UDG by Satellite pursuant to the merger of Kane and UDG with and into Satellite with Satellite as the Surviving Entity (as hereinafter defined).
- G. The parties intend, by executing this Plan, to adopt a plan of reorganization within the meaning of Section 354(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a "reorganization" under the provisions of Section 368(a) of the Code.

FIRST: The exact name, form/entity type and jurisdiction for each merging entity are as follows:

Name of Entity

Donald L. Kane, D.D.S., P.A.

Profit Corp.

Florida

UDG Development Corp.

Profit Corp.

Florida

Satellite Management Corporation

Profit Corp.

Florida

SECOND: The exact name, form/entity type and jurisdiction for the surviving entity is are as follows:

Name of Entity Type Jurisdiction

Satellite Management Corporation

Profit Corp.

Florida

THIRD:

The terms and conditions of the merger are as follows:

- 3.01 Effect of the Merger. At the Effective Time of the Merger (as hereinafter defined), the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public as well as a private nature, of each of the Merging Corporation and the Surviving Corporation; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of the Merging Corporation and the Surviving Corporation shall vest in the Surviving Corporation without any further act or deed; the title to any real estate or any interest therein vested in the Merging Corporation shall not revert nor in any way become impaired by reason of the Merger; the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Merging Corporation and the Surviving Corporation; a claim of or against or a pending proceeding by or against the Merging Corporation or the Surviving Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation; and neither the rights of creditors nor any liens upon the property of the Merging Corporation or the Surviving Corporation shall be impaired by the Merger.
- 3.02 Closing. The closing of the transaction (the "Closing") shall take place at the offices of GrayRobinson, P.A. at 1795 W. Nasa Blvd., Melbourne, FL 32901 as soon as practicable unless another date or place is agreed to in writing by the parties hereto. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date."
- 3.03 Effective Time. On the Closing Date, the Surviving Entity will cause the articles of merger to which this Plan is attached (the "Articles of Merger") to be filed with the Department of State of the State of Florida in accordance with the provisions of Section 607.1109 of the FBCA. The Merger shall become effective at the date and time of the filing of the Articles of Merger (the "Effective Time").

## 3.04 Surviving Entity Governing Instruments, Managers and Officers

- (a) At the Effective Time, (i) the articles of incorporation of Satellite as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Entity until thereafter changed or amended as provided therein or by applicable Law, and (ii) the bylaws of Satellite, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Entity until thereafter changed or amended as provided therein or by applicable Law.
- (b) The directors of Satellite in office immediately prior to the Effective Time and shall serve as the directors of the Surviving Entity from and after the Effective Time in accordance with the articles of incorporation and bylaws of the Surviving Entity.
- (c) The officers of Satellite in office immediately prior to the Effective Time shall remain in office and serve as the officers of the Surviving Entity from and after the Effective Time.
  - FOURTH: The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into each or other property is as follows:

4.01 Treatment of Capital Securities. Subject to the provisions of this Article 4.01, at the Effective Time, by virtue of the Merger and without any action on the part of Satellite, Kane or UDG (or any other person or entity), the Capital Securities of the Constituent Entities shall be converted as follows:

- (a) Each share of Kane common stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of Satellite common stock.
- (b) Each share of UDG common stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of Satellite common stock.
- (c) Each share of Satellite common stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of Satellite common stock.

4.02 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a "reorganization" within the meaning of Section 368(a) of the Code and the issuance of the additional shares of Satellite common stock shall constitute a "recapitalization" within the meaning of Section 368(a) of the Code. Each of the parties hereto shall report the Merger and the issuance of the additional shares for federal and state income tax purposes in a manner consistent with such characterization, including the filing of the statement required by Treasury Regulation Section 1.368-3, to the extent permitted by law.

4.03 Assignment. If at any time Satellite shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Satellite the title to any property or rights of Kane and/or UDG, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Kane and/or UDG as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Satellite.

4.04 Expenses. Satellite shall pay all expenses of accomplishing the Merger.

FIFTH: Other provisions, if any, relating to the merger are as follows:

5.01 Amendment and Modifications. This Plan may be amended, modified and supplemented by mutual written consent of the board of directors of Satellite and Kane and UDG in accordance with applicable Law.

5.02 Notices. All notices, requests, demands and other communications required or permitted hereunder or by applicable Law shall be in writing addressed to:

(a) Kane:

Donald L. Kane, D.D.S., P.A. 1340 Independence Avenue Melbourne, FL 32940 Attn: Donald L. Kane, President

(b) UDG

UDG Development Corp. 1340 Independence Avenue Melbourne, FL 32940

Attn: Donald L. Kane, President

(c) Satellite:

Satellite Management Corporation 1340 Independence Avenue Melbourne, FL 32940 Attn: Donald L. Kane, President

With a copy to:

GrayRobinson, P.A. 1795 W. Nasa Blvd. Melbourne, Florida 32901 Attn: Philip F. Nohrr

5.03 Headings. The headings of the Sections and Articles of this Plan are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Plan.

5.04 Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties hereto or their successors and assigns any rights or remedies under or by reason of this Plan.

5.05 Calendar Days. All references to days shall be deemed to refer to calendar days unless this Plan specifically refers to "business days," in which event Saturdays, Sundays, and federal holidays shall be excluded.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed as of the day and year first above written. The execution of this Plan by the parties constitutes an adoption of this Plan within the meaning of Section 607.1101 of the FBCA and Section 608.4381 of the FLLCA.

"Kane"

DONALD L. KANE, D.D.S., P.A., a Florida corporation

Name: Donald L. Kane

Title President

"UDG"

UDG DEVELOPMENT CORP., a Florida corporation

Name: Donald L. Kane

Title: President

"Satellite"

SATELLITE DEVELOPMENT CORPORATION,

a Florida corporation

Name: Donald L. Kane

Title: President