

SUSTAINABLE PROJECTS GROUP INC.

FORM 8-K (Current report filing)

Filed 01/31/18 for the Period Ending 01/30/18

Address	2316 PINE RIDGE ROAD, 383 NAPLES, FL, 34109
Telephone	239-316-4593
CIK	0001500305
Symbol	SPGX
SIC Code	1311 - Crude Petroleum and Natural Gas
Industry	Integrated Mining
Sector	Basic Materials
Fiscal Year	12/31

**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) January 30, 2018

SUSTAINABLE PROJECTS GROUP INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-54875

(Commission
File Number)

81-5445107

(I.R.S. Employer
Identification No.)

2316 Pine Ridge Road, 383 Naples, Florida

(Address of principal executive offices)

34109

(Zip Code)

Registrant's telephone number, including area code 239-316-4593

Sustainable Petroleum Group Inc.

(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:

- 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))
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INFORMATION TO BE INCLUDED IN REPORT

Item 1.01 Entry into a Material Definitive Agreement

Share Purchase Agreement

Pursuant to the terms and conditions of a share purchase agreement dated January 30, 2018 between Sustainable Projects Group Inc. and Workplan Holding AG, SPGX purchased 10 shares in the capital of Falcon Projects AG (the “ **Falcon Shares** ”). Falcon Projects AG is real estate company involved in the financing, buying, selling, holding, managing, and brokering of real estate worldwide, with its primary focus on real estate in Switzerland. The Falcon Shares represent a 10% interest in Falcon Projects AG. As consideration for the purchased shares, SPGX will issue 10,000 restricted shares of common stock in the capital of SPGX to Workplan Holding AG for a purchase price of \$42,000. See Exhibit 10.11 - Share Purchase Agreement for more details.

Item 7.01. Regulation FD Disclosure.

Limitation on Incorporation by Reference : In accordance with general instruction B.2 of Form 8-K, the information in this report, including Exhibit 10.11 is furnished under Item 9 and pursuant to Regulation FD, and will not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, or incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as will be expressly set forth by specific reference in such filing. This report will not be deemed a determination or an admission as to the materiality of any information in the report that is required to be disclosed solely by Regulation FD.

The information contained in Exhibit 10.11 is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description	Included
10.11	Share Purchase Agreement dated January 30, 2018 between Sustainable Projects Group Inc. and Workplan Holding AG.	Included

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Sustainable Projects Group Inc. has caused this report to be signed on its behalf by the undersigned duly authorized person.

SUSTAINABLE PROJECTS GROUP INC.

Dated : January 31, 2018

By: /s/ *Christian Winzenried*

Christian Winzenried – President & CEO

Exhibit 10.11

Share Purchase Agreement

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT dated as of the 30th day of January, 2018,

BETWEEN:

SUSTAINABLE PROJECTS GROUP INC., a company duly incorporated under the laws of the State of Nevada, having its executive office located at 2316 Pine Ridge Road, 383, Naples, Florida, 34109

(the “**Purchaser**”)

AND:

WORKPLAN HOLDING AG, a company duly incorporated under the laws of Switzerland, having its executive office located at Gotthardstrasse 3, Zug, Switzerland, 6300.

(the “**Vendor**”)

WHEREAS:

A. the Vendor is the registered and beneficial owner of 10 shares in the capital of Falcon Projects AG (the “**FP Shares**”);

B. the Vendor wishes to sell, and the Purchaser wishes to purchase, the FP Shares on the terms and conditions set out in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of \$1.00 and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. The Vendor agrees to sell and the Purchaser agrees to purchase the FP Shares for and at a deemed price of US \$42,000 at the date of this agreement.
2. The Purchaser will issue and deliver 10,000 restricted shares of common stock in the capital of the Purchaser (the “**Restricted Shares**”) to the Vendor as consideration for the transfer of the FP Shares.
3. The Vendor represents and warrants to the Purchaser that:
 - a. the Vendor owns its respective FP Shares as the legal and beneficial owner thereof, free of all liens, claims, charges and encumbrances of every nature and kind whatsoever. The FP Shares are fully paid and non-assessable and the Vendor has due and sufficient right and authority to enter into this agreement on the terms and conditions herein set forth and to transfer the legal and beneficial title and ownership of the FP Shares to the Purchaser;
 - b. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of the FP Shares, with the exception of this agreement;

- c. (i) the Vendor is not a “U.S. person” as that term is defined in Rule 902(c) of Regulation S; (ii) at the time of signing this agreement, the Vendor was outside the United States and no offer of the Restricted Shares was made to the Vendor within the United States; (iii) the Vendor acquired the Restricted Shares for its own account and not on behalf of any U.S. person, and the acquisition of the Restricted Shares has not been prearranged with any buyer in the United States; and (iv) the Vendor is not a distributor as defined in Regulation S. The Vendor will not, before the expiration of 12 months from the date of issuance of the Restricted Shares (the “ **Restricted Period** ”), offer or sell the Restricted Shares to U.S. persons or for the account or benefit of U.S. persons and then will only offer and sell the Restricted Shares in compliance with the provisions of Regulation S;
 - d. the Vendor understands that the Restricted Shares have not been registered under the U.S. Securities Act of 1933 and are being offered and acquired pursuant to Regulation S based in part upon the representations of the Vendor, and that the Purchaser is relying on the truth and accuracy of the Vendor’s representations and warranties to determine whether the offer and acquisition of the Restricted Shares is exempt from registration under the U.S. Securities Act of 1933; and
 - e. the Vendor acknowledges that it has had the opportunity to review this agreement and the transactions contemplated by it with its own legal counsel. The Vendor is relying solely on its counsel and not on any statements or representations of the Purchaser or any of its agents for legal advice with respect to this investment or the transactions contemplated by this agreement except for the representations, warranties and covenants specifically stated.
4. The Purchaser represents and warrants to the Vendor that:
- a. the Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted;
 - b. the Purchaser has taken the corporate action that is necessary for the authorization, execution and delivery of this agreement, the performance of the Purchaser’s obligations, and the authorization, issuance and delivery of the Restricted Shares, and this agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms; and
 - c. the Restricted Shares, when issued and delivered in accordance with the terms of this agreement will be duly and validly issued and outstanding, fully paid and non-assessable, and based in part on the representations and warranties of the Vendor will be issued in compliance with all applicable federal, state and other applicable securities laws.

5. All representations, warranties, covenants and agreements made by the parties in this agreement or pursuant hereto will, unless otherwise expressly stated, survive the time of closing and will continue in full force and effect.
6. The effective date of sale and purchase of the FP Shares is January 30, 2018.
7. This agreement will ensure to the benefit of and will be binding upon the Vendor and the Purchaser and upon their respective successors and assigns.
8. Time will be of the essence of this agreement.
9. The parties will sign such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of the agreement.

IN WITNESS WHEREOF the parties have signed this Share Purchase Agreement as of the day and year first above written.

Sustainable Projects Group Inc.

Per: /s/ Christian Winzenried

Christian Winzenried, CEO

Workplan Holding AG

Per: /s/ Christopher Grunder

Christopher Grunder, CEO
