

# SUSTAINABLE PROJECTS GROUP INC.

## **FORM 8-K** (Current report filing)

Filed 01/19/18 for the Period Ending 01/18/18

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 18, 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))
- 
-

**INFORMATION TO BE INCLUDED IN REPORT****Item 1.01 Entry into a Material Definitive Agreement****Sale of Shares in SP Group (Europe) AG**

Pursuant to the terms and conditions of a share purchase agreement dated January 18, 2018 between Mathias Gujer and SPGX, SPGX sold 500 shares in the capital of SP Group (Europe) AG to Mathias Gujer. Those shares represent a 5% interest in SP Group (Europe) AG. As consideration for the sold shares, SPGX received \$6,000 as a purchase price for the sold shares. See Exhibit 10.9 - Share Purchase Agreement for more details.

**Consulting Services - Amixca AG**

Management has completed its due diligence on Amixca AG. Pursuant to the terms and conditions of a consultant agreement dated January 18, 2018 between SPGX and Amixca AG, Amixca AG has agreed to continue to provide financial consulting services throughout the next 36 months. Amixca AG is a private Swiss corporation whose business is consulting. See Exhibit 10.10 - Consultant Agreement for more details.

**Item 3.02 Unregistered Sales of Equity Securities****December 2017 - \$3.50 Private Placement Offering**

On December 11, 2017 the board of directors authorized the issuance of 1,000 restricted shares of common stock at an offering price of \$3.50 per restricted share. SPGX raised \$3,500 in cash in this offering, and issued an aggregate 1,000 restricted shares of common stock to one non-US subscriber outside the United States.

SPGX set the value of the restricted shares arbitrarily without reference to its assets, book value, revenues or other established criteria of value. All the restricted shares issued in this offering were issued for investment purposes in a "private transaction".

s

**December 2017 - \$4.00 Private Placement Offering**

Also, on December 11, 2017 the board of directors authorized the issuance of 5,000 restricted shares of common stock at an offering price of \$4.00 per restricted share. SPGX raised \$20,000 in cash in this offering, and issued an aggregate 5,000 restricted shares of common stock to one non-US subscriber outside the United States.

SPGX set the value of the restricted shares arbitrarily without reference to its assets, book value, revenues or other established criteria of value. All the restricted shares issued in this offering were issued for investment purposes in a "private transaction".

For the two non-US subscribers outside the United States in these two closings, SPGX relied upon Section 4(2) of the Securities Act of 1933 and Rule 903 of Regulation S promulgated pursuant to that Act by the Securities and Exchange Commission. Management is satisfied that SPGX complied with the requirements of the exemption from the registration and prospectus delivery of the Securities Act of 1933. The offerings were not public offerings and were not accompanied by any general advertisement or any general solicitation. SPGX received from each of the two subscribers a completed and signed subscription agreement containing certain representations and warranties, including, among others, that (a) the subscriber was not a U.S. person, (b) the subscriber subscribed for the shares for their own investment account and not on behalf of a U.S. person, and (c) there was no prearrangement for the resale of the shares with any buyer. No offer was made or accepted in the United States and the share certificates representing the shares were issued bearing a legend with the applicable trading restrictions.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

On January 18, 2018, Stefan Mühlbauer consented to and was appointed the Chief Financial Officer, Treasurer, and Corporate Secretary of SPGX by the board of directors.

The board of directors and management of SPGX currently consists of Christian Winzenried as a director and as the President and Chief Executive Officer of SPGX, Stefan Mühlbauer as a director and as the Chief Financial Officer, the Treasurer, the Corporate Secretary and the Chief Communications Officer of SPGX, Suha Hächler as a director of the SPGX, and Dr. Philip Grothe as a director of SPGX.

Stefan Mühlbauer (39 years old) has been the Chief Communications Officer of SPGX and a director of SPGX since February 2017 and has been the Chief Financial Officer, Treasurer, and Corporate Secretary of SPGX since January 2018. During the past five years, Mr. Mühlbauer has served as CEO of Arma Communications Inc, a business development and marketing Agency in Naples, Florida since 2013. Additionally Mr. Mühlbauer serves as managing partner for Eagle Run Capital Inc. Previously, Mr. Mühlbauer held positions with several leading investment banks in Europe. Mr. Mühlbauer was the Chief Operating Officer at Silvia Quandt & Cie AG where he was responsible for building up the institution's research and corporate finance activities. Mr. Mühlbauer received his degree in Finance from the University of Miami.

---

SPGX does not have any committees, and therefore no directors or officers have served or do serve on any committees, other than the audit committee, which the four directors currently are members. Suha Hächler did not resign as the Chief Financial Officer as a result of any disagreement with SPGX.

During the past three years, none of the current directors or officers have served as a director of any listed companies.

There is no family relationship among the directors or officers of SPGX.

During the last two years, there has been no transaction or proposed transaction that SPGX was or is a party to in which any of the current directors or officers had or is to have a direct or indirect material interest, except for the Services Agreement dated August 1, 2017 between SPGX and Dr. Philip Grothe. See Exhibit 10.7 - Services Agreement for more details.

SPGX has not entered into any material plan, contract, or arrangement (whether or not written) with any of any of current directors or officers.

**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 Exhibits 10.7, 10.9 and 10.10, 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 10.8 is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit</u>	<u>Description</u>	
10.7	<a href="#">Services Agreement dated August 1, 2017 between Sustainable Petroleum Group Inc. and Dr. Philip Grothe, filed as an exhibit to SPGX’s Form 10-K (Annual Report) filed on August 31, 2017, and incorporated herein by reference.</a>	Filed
10.9	<a href="#">Share Purchase Agreement dated January 18, 2018 between Mathias Gujer and Sustainable Projects Group Inc.</a>	Included
10.10	<a href="#">Consultant Agreement dated January 18, 2018 between Sustainable Projects Group Inc. and Amixca AG.</a>	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 19, 2018

By: /s/ *Christian Winzenried*

**Christian Winzenried – President & CEO**

---



---

**Exhibit 10.9**

**Share Purchase Agreement**

---

---

## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT dated as of the 18<sup>th</sup> day of January, 2018,

**BETWEEN:**

**MATHIAS GUJER** a businessman with an office located at Bachstrasse 3, Oberglah, 8154 Switzerland

(the “ **Purchaser** ”)

**AND:**

**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 “ **Vendor** ”)

**WHEREAS:**

**A.** the Vendor is the registered and beneficial owner of 500 shares in the capital of SP Group (Europe) AG (the “ **SP Shares** ”);

**B.** the Vendor wishes to sell, and the Purchaser wishes to purchase, the SP 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 SP Shares for and at a deemed price of US \$6,000 (the “ **Purchase Price** ”) at the date of this agreement.
  2. The Purchaser will deliver to the Vendor US \$6,000 as consideration for the transfer of the SP Shares to the Purchaser from the Vendor.
  3. The Vendor represents and warrants to the Purchaser that:
    - a. the Vendor owns its respective SP Shares as the legal and beneficial owner thereof, free of all liens, claims, charges and encumbrances of every nature and kind whatsoever. The SP 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 SP Shares to the Purchaser; and
    - b. No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of the SP Shares, with the exception of this agreement.
-

4. The Purchaser represents and warrants to the Vendor that:
    - a. the Purchaser has the requisite power and authority to carry on his business as now conducted and as proposed to be conducted; and
    - b. this agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
  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 SP Shares is January 18, 2018 (the “ **Closing Date** ”).
  7. On the Closing Date,
    - a. the Vendor will deliver to the Purchaser the share certificates, duly endorsed for transfer, representing the SP Shares; and
    - b. the Purchaser will deliver a certified cheque or bank draft payable to the Vendor in the amount of US \$6,000 as full payment of the Purchase Price.
  8. 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.
  9. Time will be of the essence of this agreement.
  10. 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.

**MATHIAS GUJER**

**SUSTAINABLE PROJECTS GROUP INC**

Per: /s/ Mathias Gujer  
Mathias Gujer

Per: /s/ Christian Winzenried  
Christian Winzenried, CEO

---



---

**Exhibit 10.10**

**Consultant Agreement**

---

---

## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT dated as of the 18<sup>th</sup> 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 “**Company**”)

### AND:

**AMIXCA AG**, a company incorporated under the laws of Switzerland and having an office located at Aufdorfstrasse 140, 8708 Mannedorf

(the “**Consultant**”)

### WITNESSES THAT WHEREAS:

**A.** the Company requires financial consulting services to build the value of the Company for the benefit of its shareholders;

**B.** the Consultant is instrumental to the growth and development of the Company;

**C.** in order to ensure the continual growth and success of the Company, the Board of Directors resolved to retain the Consultant to provide certain consultant services (as defined below) on the terms and conditions hereinafter set forth and to appoint the Consultant as a consultant to the Company;

**D.** the Consultant has agreed to accept such an appointment and to be retained as a consultant upon the terms and conditions as herein set out;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and mutual covenants and agreements contained in this agreement, the parties covenant and agree with each other as follows:

#### **1. Consultant’s Duties and Obligations**

**1.1** The Company appoints and retains the Consultant as a consultant to provide to the Company the Services (as defined below) contemplated by this agreement, and the Consultant agrees to accept the appointment of consultant contemplated by this agreement and to provide the Services to the Company upon the terms and conditions contained in this agreement and for the consideration provided for in this agreement .

**1.2** The Consultant will faithfully, honestly and diligently provide management consulting services as reasonably required by the Company from time to time in consideration of which the Company will pay a consulting fee of \$190,000.00 to the Consultant. The Company paid the consultant fee on July 18, 2017 and the Consultant acknowledges receipt of such payment.

---

**1.3** The Consultant will perform the Services through Mr. Max Sandherr and the Consultant will not provide the Services through any of its personnel other than Mr. Sandherr without the written consent of the Company.

**1.4** During the term of this agreement, the Consultant will faithfully, honestly and diligently provide consulting services as reasonably required by the Company from time to time including, but not limited to:

- (a) consulting services related to brand awareness and other marketing service matters upon the request of the Company, and make available qualified personnel for these services and devote such business time and attention as the Consultant shall determine is required;
- (b) general promotional activities for the Company's business;
- (c) assessing and reporting on potential projects, including, without limitation, for projects;
- (d) assisting the Company in marketing for the development and maintenance of new and existing Projects;
- (e) keeping a true record and account of all professional appointments made, all clients attended upon, all services rendered, and all other business conducted by the Consultant on behalf of the Company ; and
- (f) promptly submitting such forms, invoices, bills and other documents as are required to obtain payment for services rendered on behalf of the Company ;

(collectively, the “ **Services** ”).

**1.5** In providing the Services under this agreement, the Consultant will report when requested to the Company's CEO and will receive instructions from the CEO. The Consultant will adhere to all reasonable policies, rules, directives, systems and procedures of the Company that will be in force from time to time .

## **2. Term**

**2.1** The Company agrees to retain the Consultant and the Consultant agrees to be retained by the Company for 36 months commencing February 1, 2018 and ending January 31, 2021 (the “ **Term** ”).

**2.2** It is understood and agreed that, upon the expiration of the Term, the Consultant's engagement by the Company will thereafter continue from month to month. Unless or until a new consultant agreement is entered into at that time, either party may terminate this agreement as per the terms and conditions set out in Section 4.2 hereof.

---

**3. Reimbursement for Expenses**

**3.1** The Company will reimburse the Consultant for all reasonable expenses actually and properly incurred by the Consultant in connection with taking up and performing the Services, provided that the Company will have approved all such expenses in writing prior to being incurred. The Company will make all payments or reimbursements for expenses immediately upon submission by the Consultant of vouchers, bills, or receipts for such expenses.

**4. Termination of Agreement**

**4.1** If the Consultant:

- (a) materially breaches any term or condition of this agreement, including, without limitation, failing to provide the Services in accordance with the terms and conditions of this agreement;
- (b) is guilty of dishonesty or theft of any property, including any property belonging to the Company, any consultant of the Company, any employee of the Company, or any client of the Company ;
- (c) is guilty of conduct that is viewed by the Company (acting reasonably and in good faith) as detrimental to the business of the Company;
- (d) fails to account for and pay to the Company all monies that come into his possession as a result of his activities as a Consultant of the Company;  
or
- (e) falsifies any document of the Company, including, but not limited to, expense claims or invoices, or gives any false or misleading information during the term of this agreement ;

then, and not otherwise, the Company may terminate this agreement and the appointment of the Consultant without the notice provided for in Section 4.2 hereof.

**4.2** The Company or the Consultant may terminate this agreement by giving to the other party two weeks' written notice of termination, and upon the expiration of such period, the appointment of the Consultant will be terminated accordingly.

**4.3** If either party terminates this agreement, the Consultant will meet with the Company's representatives. At the meeting the Consultant will deliver to the Company all of the documents in the Consultant's possession, including all notes, graphs, data, publications, and other materials obtained or produced by the Consultant during the term of this agreement.

**5. Confidentiality Information**

**5.1** The Consultant will at no time and in no manner, regardless of the reason therefor, disclose to any person or use for personal gain, any confidential or secret information of the Company for his own benefit or to the detriment of the Company.

---

**6. Further Assurances**

6.1 Each of the parties will from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as will be reasonably required in order to fully perform and carry out the terms of this agreement.

**7. Time of the Essence**

7.1 Time will be of the essence in the performance of this agreement.

**8. Enurement**

8.1 This agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**9. Severability**

9.1 If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

**10. Notices**

10.1 Each notice, demand or other communication required or permitted to be given under this agreement will be in writing and will be delivered to such party, at the address for such party specified above. The date of receipt of such notice, demand or other communication will be the date of delivery.

10.2 The parties may at any time and from time to time notify the other party in writing of a new address to which notice will be given to it thereafter until further change.

**11. Entire Agreement**

11.1 This agreement will supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

**12. Governing Law**

12.1 This Agreement and all provisions hereof will be governed by and construed in accordance with the laws of the State of Nevada.

**13. Waivers**

13.1 No consent or waiver expressed or implied by any party in respect of any breach or default by any other party will be deemed or construed to be a consent to or a waiver of any other breach or default whatsoever.

**14. Counterparts**

14.1 This agreement may be executed in one or more counterparts, each of which when so executed will be deemed an original, and such counterparts together will constitute one in the same instrument.

---

IN WITNESS WHEREOF this Agreement was executed by the parties hereto as of the day and year first above written.

The corporate seal of **Sustainable** )  
**Projects Group Inc.** was affixed )  
hereunto in the presence of: )  
) ( S E A L )  
/s/ *Christian Winzenried* )  
CEO: Christian Winzenried )

The corporate seal of )  
**Amixca AG** was affixed )  
hereunto in the presence of: )  
) ( S E A L )  
/s/ *Max Sandherr* )  
CEO: Max Sandherr )

---

