

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): November 21, 2017

**INNOCAP, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or Other Jurisdiction of  
Incorporation)

**333-153035**

(Commission File Number)

**01-0721929**

(IRS Employer Identification  
Number)

**112 N. Walnut Street  
PO Box 489  
Jefferson, TX 75657-0489**

(Address of principal executive offices) (zip code)

**770-378-4180**

(Registrant's telephone number, including area code)

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))
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**Item 1.01 Entry Into a Material Definitive Agreement.**

On November 21, 2017 the Company entered into an agreement with Solar Resources Inc. ("Solar"), a company in Singapore, to assist Solar to recover a large shipment of tin from a sunken ship that is believed to be in the waters between Indonesia and Malaysia. An investor, who is a minority shareholder in the Company, provided the \$200,000 needed by the Company to participate in this contract.

The parties of the agreement have also agreed to use a portion of the proceeds from the salvaged assets equal to \$600,000 to recover another cargo believed to have sunk off the coast of the Philippines.

The Company will receive 40% of the proceeds of the salvaged cargo after payment of all expenses related to the salvage effort.

The salvage project will be started within two weeks of the signing of the contract.

No assurances can be given that the sunken ship will be found and, if found, will have the amount of recoverable tin that the parties to the contract are seeking.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[10.4](#) Contract with Solar Resources Inc.

**SIGNATURE**

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

Date: November 22, 2017

/s/ Paul Tidwell

Paul Tidwell

Chief Executive Officer

## SALVAGE AGREEMENT

THIS AGREEMENT is made and entered into as of the 21 day of November, 2017, by and between Solar Resources Inc (SEA), (hereinafter referred to as "Party B"), a corporation organized under the laws of the Marshall Islands, located at 6 Gaylang East Avenue 2, Simsville, Block 6 #10-07, Singapore 389756 and Innocap, Inc (INNO) .. referred to as "Party A", a corporation organized under the laws in the State of Nevada, United States.

### Recital

WHEREAS, Party A is represented by Paul Tidwell and who hereby is confirmed as having authority to sign for and on behalf of Party A.

Party A shall provide funding for the recovery up to the amount of Two-hundred thousand (\$200,000) USD.

Party B is represented by Captain Michael Hatcher who hereby has confirmed as having the authority to sign for and on behalf of Party B.

Party B has located containers on the seabed containing some 300-340 tons of TIN INGOTS within Coastal Waters between Indonesia and Malaysia, (hereafter referred to as TIN),

Party B will recover the TIN using best practice and professional Salvage Technologies.

Party B will mobilize to commence operations to recover the Tin.

Party B will provide all professional Equipment and Recovery Personnel as required.

Whereas, upon the recovery of the Tin, Party B shall transport the Tin to either:

(i). Outside Singapore Port Limits then trans-shipped to another vessel as arranged by Party B then shipped into Singapore and all TIN to be sold on an immediate basis, as arranged and supervised Party A and Part B.

(ii). Shipped directly into Singapore or other port as mutually agreed between Part A and Party B, and all sold on an immediate basis, as arranged by Party A and Party B. Such final transport decision as to either 8(i) or 8(ii) to be agreed to by both Parties.

Party B shall provide Party A with all accounting and banking information relating to the collection and distribution of the net profits.

Proceeds from the sale of the tin shall be as follows.

(i) First deductible US\$300,000 to repay Party A's investment.

(ii) Next deductible US\$500,000 plus various expenses to Party B.

(iii) Remaining amount of net profits to be divided between Part A at forty percent and Party B at sixty percent (60%).

(iv) Party A and Party B will contribute financing for the next planned salvage project based in the Philippines. Total amount of financing of \$600,000 will be withheld from salvage proceeds covered by this Agreement, to be allocated to the

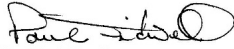
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recovery of Tin Ingots from an abandoned sunken cargo ship code named "Lima" believed to be located off the coast of the Republic of the Philippines.

DIVISION: Division of remaining (Net) proceeds after each sale shall be paid immediately but not more than 30 days following the collection of cash from the sale of the recovered materials, unless the Parties mutually agree to a different date.  
Party A Shall receive Forty percent (40%) of the net proceeds and  
Party B shall receive Sixty percent (60%) of the net proceeds as indicated above.

All Tin Ingots recovered from "Lima" will be sold in Hong Kong during the recovery operation. Party B will receive an additional twenty-five percent (25%) for compensation for previous research and cost, the remaining proceeds will be as outlined in DIVISION SECTION.

Party A and Party B will enter into a separate agreement for other projects after completion of the project covered by this Agreement.



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