

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): July 8, 2019

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))
-

Item 8.01 OTHER EVENTS.

Salvage Project

In November 2017, Innocap, Inc. (“Innocap”) entered into an agreement with Solar Resources Inc. (“Solar”), a company in Singapore, to assist Solar to recover shipments of tin from sunken ships that are believed to be in the waters between Singapore, the Philippines, Indonesia and Malaysia. Innocap provided \$200,000 to assist in financing the recovery project.

The recovery efforts ran into numerous delays and incurred several problems. Since there is no certainty as to when or if the problems and delays will be resolved, Innocap has entered into a new agreement with Solar under which the \$200,000 investment made by Innocap will no longer relate to the recovery of tin but will now be associated with the already recovered Ming Dynasty porcelain which is now in Indonesia being protected by the government of Indonesia. Under the terms of the new Agreement:

- ⌚ The initial \$200,000 raised from the sale of the porcelain will be used to repay Innocap’s investment.
- ⌚ The next \$2,000,000 raised from the sale of the porcelain will go to Solar’
- ⌚ All additional amounts, if any, raised from the sale of the porcelain will be divided as 10% for Innocap and 90% for Solar,

It is not certain when or to whom sales of the Ming Dynasty porcelain will be made or how much proceeds will be raised.

EXHIBITS

[10.4](#) Agreement 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: July 12, 2019

/s/ Paul Tidwell

Paul Tidwell
Chief Executive Officer

AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of June, 2019, by and between Michael Hatcher of Solar Resources Inc (SEA), (hereinafter referred to as "Party A"), 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 B", a corporation organized under the laws in the State of Nevada, United States.

Recital

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

Party B has provided funding for the recovery in the amount of Two-hundred thousand (\$200,000) USD

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

Party A had 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)

Whereas, upon the return to the location of the containers of the Tin ingots, Party A discovered the cargo had been recovered by an unknown third party.

Therefore, Party B requested to Party A either the return of the investment of \$200,000 or have the amount applied to another project consisting of Ming Dynasty porcelain that has been recovered and is under the supervision and protection of the Indonesian government.

Party A and Party B, agree to apply INNO's investment of US\$200,000 to the Ming Dynasty porcelain being maintained under the supervision and protection of the Indonesian government.

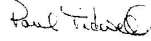
Proceeds from the sale of the Ming Dynasty porcelain shall be from Michael Hatcher's portion of the division is as follows.

- (i) The initial US\$200,000 raised from the sale of the porcelain will be used to repay Party B's investment.
- (ii) The next deductible of US\$2,000,000 will be used to reimburse Part A.
- (iii) All amounts in excess of the funds divided in items (i) and (ii) be divided as 10% to Party B and 90% to Party A.

DIVISION: Division of remaining net cash proceeds after each sale of porcelain shall be paid "In Kind" immediately or in USD upon sale but not more than 30 days following the sale and receipt of proceeds unless the Parties mutually agree to a different date



Therefore; The Salvage Agreement signed on 21 day of November, 2017 is no longer in effect upon the signing of this agreement by the Parties.



Paul R. Tidwell
Innocap, Inc
President
Address: 112 N. Walnut Street
Jefferson, Texas 75657
Email: Boat52@aol.com – PaulTid@gmail.com
Mobile Phone: 903 926 1287



Captain Michael Hatcher
British Passport GBR 517942837 born 14 February 1940
Address: 6 Gaylang East Avenue 2, Simsville, Block 6, #10-07,
Singapore 389756.
Email: Captain.Hatcher@gmail.com
World Range Mobile Phones: +62 811 9409 444 and +65 9866 3955

