

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Triton Emission Solutions Inc.

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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

December 17, 2015

Date of Report (Date of earliest event reported)

TRITON EMISSION SOLUTIONS INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation)

000-33309

(Commission File
Number)

33-0953557

(IRS Employer Identification No.)

151 San Francisco St., Suite 201

San Juan, Puerto Rico

(Address of principal executive offices)

00901

(Zip Code)

1 (800) 648-4287

Registrant's telephone number, including area code

NOT APPLICABLE

(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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On December 17, 2015, Triton Emission Solutions Inc. (the "Company") entered into a binding letter agreement (the "Letter Agreement") with KF Business Ventures, LP (the "Lender"), whereby the Lender agreed to lend to the Company up to \$1,500,000 (the "Third KFBV Loan"). Robert C. Kopple, Chairman of the Company's Board of Directors, is the principal of the Lender.

The Third KFBV Loan is to be advanced in five equal installments of \$300,000 each, the first installment of which was advanced on execution of the Letter Agreement. The remaining \$1,200,000 will be advanced in equal installments on the first day of each consecutive calendar month following the date of the Letter Agreement, subject to satisfaction of the conditions precedent set forth in the Letter Agreement, including, but not limited to, the execution of definitive formal agreements relating to the Third KFBV Loan, and evidence that Rasmus Norling, the Company's President and Chief Technical Officer, and the Lender, have agreed to extend the due dates of their respective bridge loans to the Company (totaling \$400,000 and \$200,000, respectively) to December 31, 2016.

The principal outstanding under the Letter Agreement will bear interest at a rate of 10% per annum, compounded monthly, and shall be payable in a single lump-sum payment of principle and all accrued and unpaid interest on January 15, 2017 (the "Maturity Date"). At the Lender's discretion, principle and accrued but unpaid interest under the Third KFBV Loan may be converted into shares of the Company's common stock at a conversion price of \$0.10 per share, in minimum increments of \$250,000. The Company has the right to prepay the amounts outstanding under the Loan at any time in minimum increments of \$250,000.

As additional consideration for the Lender agreeing to advance the Third KFBV Loan, the Company has agreed to:

- (a) issue to the Lender non-transferrable share purchase warrants for a total of 8,000,000 shares of the Company's common stock, exercisable at a price of \$0.10 per share (the "Third KFBV Loan Warrants") expiring on January 15, 2021; and
- (b) amend the terms of the 18,854,546 warrants (the "Existing Warrants") previously issued to the Lender under the terms of the Company's previous loan agreements with the Lender dated for reference January 15, 2014 and July 28, 2014, as amended (the "Existing Loan Agreements") such that the exercise price for the Existing Warrants will be \$0.10 per share and the expiration date for the Existing Warrants will be January 15, 2021.

In addition, under the terms of the Letter Agreement, the Company has exercised its right to extend the maturity date of the loans granted under the Existing Loan Agreements to January 15, 2017, by agreeing to issue to the Lender warrants to purchase up to 2,531,652 shares of its common stock for an exercise price of \$0.10 per share expiring on September 1, 2021.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Letter Agreement attached as Exhibit 10.1 hereto. A copy of the Company's news release regarding the Letter Agreement is attached as Exhibit 99.1 hereto.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

As more fully described in Item 1.01 of this report, on December 17, 2015, the Company became obligated on a direct financial obligation as a result of entering into the Letter Agreement with the Lender and the advance of funds provided by the Lender to the Company thereunder.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

As more fully described in Item 1.01 of this report, on December 17, 2015, the Company agreed to issue warrants for the purchase of up to an aggregate of 10,531,652 shares of the Company's common stock to the Lender, at the price and for the term described in Item 1.01 of this report.

The sale of the warrants to the Lender was completed pursuant to the exemptions from registration provided by Rule 506 of Regulation D of the Securities Act of 1933 on the basis of representations provided by the Lender that it is an "accredited investor" as defined in Rule 501 of Regulation D.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit **Description**

10.1 Letter Agreement dated December 17, 2015 between Triton Emission Solutions Inc. and KF Business Ventures, LP.

99.1 News Release.

SIGNATURE

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

TRITON EMISSION SOLUTIONS INC.

Date: December 23, 2015

By: /s/ Anders Aasen

Name: Anders Aasen

Title: Chief Executive Officer

December 17, 2015

KF Business Ventures, LP
Attention: Robert C. Kopple
10866 Wilshire Boulevard, Suite 1500
Los Angeles, California 90024

Re: Financing Letter of Agreement

Dear Mr. Kopple:

This letter agreement (this "**Letter Agreement**") set forth the basic terms of a financing transaction described below between Triton Emissions Solutions Inc., a Delaware corporation (OTC: DSOX) (the "**Company**"), and KF Business Ventures, LP, a California limited partnership ("**Lender**").

The terms contained in this Letter Agreement will be incorporated into one or more definitive formal agreements, which shall include, without limitation, representations and warranties and terms consistent with the terms of this Letter Agreement similar to those contained in those certain Loan Agreements dated January 15, 2014 and July 28, 2014, as amended, between Lender and the Company (the "**Existing Loan Agreements**"), and which shall be prepared by the Company's legal counsel (collectively, the "**Formal Documents**"). The parties shall work together in good faith to enter into and consummate the Formal Documents as promptly as possible, and the Formal Documents, when executed, shall supersede this Letter Agreement, but until such time as the Formal Documents are executed by the parties, this Letter Agreement shall be binding on the parties as follows:

1. Lender shall lend to the Company, and the Company shall borrow from Lender, the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Loan**"), which shall be advanced in five (5) equal installments of Three Hundred Thousand Dollars (\$300,000.00) each, commencing on the date of execution and delivery of this Letter Agreement and, subject to satisfaction of the Conditions Precedent (as hereinafter defined), on the first (1st) day of each consecutive calendar month thereafter until fully advanced (the "**Advances**"). The Loan shall be evidenced by an unsecured, convertible promissory note of the Company payable to the order of Lender in the amount of the Loan (the "**Note**"), as follows:

A. The principal amount of the Loan shall be payable in a single lump-sum payment on January 15, 2017 (the "**Maturity Date**"), at which time the entire outstanding principal balance of the Note together with accrued and unpaid interest thereon shall be due and payable without demand therefor.

B. The outstanding principal balance of the Loan shall bear interest at the rate of ten percent (10%) per annum from the dates advanced until paid in full, which interest shall accrue and be compounded and added to the principal balance of the Loan monthly in arrears beginning January 1, 2016 and on the first day of each calendar month thereafter until the Maturity Date, at which time the entire outstanding principal balance of the Note together with accrued and unpaid interest thereon shall be due and payable without demand therefor.

C. The principal balance of the Loan and accrued unpaid interest thereon shall be convertible into shares of common capital stock of the Company, at a conversion price equal to Ten Cents (\$0.10) per share, subject to further adjustment upon substantially the same terms as those contained in the outstanding Warrants issued pursuant to the Existing Loan Agreements, at any time and from time to time, either in whole or in part in increments of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00), at the option of the holder of the Note.

D. Subject to the prior right of the holder of the Note to convert the principal balance of the Loan and accrued unpaid interest thereon pursuant to **Section 1.C** above, the indebtedness evidenced by the Note may be prepaid, either in whole or in part in increments of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) each, at any time and from time to time without prepayment penalty or premium.

E. Each payment in respect of the Loan shall be applied first in payment of accrued unpaid interest, whether or not then due, and finally in payment of the outstanding principal balance of the Loan.

F. An event of default under the Existing Loan Agreements shall constitute an event of default of the Loan and this Letter Agreement and the Formal Documents.

2. As additional consideration for the Loan:

A. The Company shall issue to Lender warrants to purchase up to 8,000,000 shares of common capital stock of the Company at any time and from time to time during the period of approximately five (5) years ending January 15, 2021, for an exercise price of Ten Cents (\$0.10) per share, subject to adjustment, upon substantially the same terms as those contained in the outstanding Warrants issued pursuant to the Existing Loan Agreements.

B. The Existing Loan Agreements and the notes and all outstanding Warrants issued pursuant thereto shall be amended as follows:

(i) An event of default of the Loan and this Letter Agreement and the Formal Documents shall constitute an event of default under the Existing Loan Agreements.

(ii) The exercise price of all Warrants issued and which may be issued in the future under the Existing Loan Agreements, including the additional Warrants issuable upon extension of the maturity date of the loans under the Existing Loan Agreements as contemplated by **Section 3** below, shall be Ten Cents (\$0.10) per share, subject to adjustment upon the terms contained therein.

(iii) The term of all outstanding Warrants issued pursuant to the Existing Loan Agreements shall be extended for an additional period ending January 15, 2021.

3. The Company shall, and hereby does, exercise its right to extend the maturity date of the loans under the Existing Loan Agreements until January 15, 2017 pursuant to the terms and conditions thereof, and shall issue to Lender warrants to purchase up to 2,531,652 shares of common capital stock of the Company at any time and from time to time during the period ending September 1, 2021, for an exercise price of Ten Cents (\$0.10) per share, subject to adjustment, upon substantially the same terms as those contained in the outstanding Warrants issued pursuant to the Existing Loan Agreements, as amended hereby, in accordance with the terms and conditions of the Existing Loan Agreements, as amended hereby.

4. Notwithstanding any other provision of this Letter Agreement or the Formal Documents, Lender's obligation to provide the Advances shall be subject to the express condition precedent that the Company shall have executed and/or delivered to Lender (i) Formal Documents, including a loan agreement, note and warrants and amendments to the Existing Loan Agreements as contemplated herein, (ii) documents establishing that the Company has authorized and unissued shares of common capital stock of the Company sufficient to cover the shares to be issued upon conversion of the Loan and exercise of the warrants contemplated under this Letter Agreement, including if necessary, amendment of the certificate of incorporation of the Company increasing the number of authorized and unissued shares of common capital stock of the Company, (iii) a certificate of the secretary of the Company certifying (a) that the principal of Lender, Robert C. Kopple, has disclosed his financial interests in this Letter Agreement and the Existing Loan Agreements and the loans and other transactions contemplated hereby and thereby to the Board of Directors of the Company, and has recused himself as a director of the Company from any deliberations or vote in respect to this Letter Agreement and the Loan and other transactions contemplated thereby, and (b) that the Board of Directors of the Company has adopted resolutions authorizing the Company to enter into this Letter Agreement and the Formal Documents, borrow the Loan from Lender pursuant hereto and thereto, perform its obligations hereunder and thereunder and consummate the transaction contemplated hereby thereby, and (iv) evidence that Rasmus Norling and KF Business Ventures, LP shall have extended the due dates of their respective bridge loans to the Company totaling \$400,000 and \$200,000, respectively, until December 31, 2016, and shall have agreed that such bridge loans may not be prepaid in whole or in part at any time prior to such date without the prior written consent of Lender in each instance (collectively, the "**Conditions Precedent**"). The Conditions Precedent shall be for the sole benefit of Lender and may be waived by Lender in writing at its sole and absolute discretion. If the Conditions Precedent are not satisfied or waived on or before the date upon which any Advance is to be made pursuant to the terms of this Agreement, Lender shall have the right (but not the obligation), as determined in Lender's sole and absolute discretion, (x) to make one or more Advances, in which case the Conditions Precedent to the extent not then satisfied shall be deemed waived in respect to the Advances so made, but shall remain in full force and effect as to all subsequent Advances, (y) to delay making one or more Advances until the Conditions Precedent have been satisfied, in which case Lender's obligation to lend any remaining Advances to the Company shall be suspended until the Conditions Precedent have been satisfied, but all of the other terms and conditions of this Letter Agreement and the Formal Documents shall remain in full force and effect in accordance with their respective terms, or (z) to terminate its obligation to lend the Advances to the Company by written notice to such effect to the Company, in which case Lender's obligation to lend any remaining Advances to the Company shall terminate and cease to be of any further force or effect, but all of the other terms and conditions of this Letter Agreement and the Formal Documents shall remain in full force and effect in accordance with their respective terms.

5. The Company shall reimburse Lender for all attorneys' fees and costs up to Seven Thousand Five Hundred Dollars (\$7,500.00) incurred by Lender in connection with the negotiation, preparation and consummation of this Letter Agreement and the Formal Documents. Except as provided in the preceding sentence, each Party shall be responsible for all costs and expenses, including, without limitation, attorneys' fees and costs, incurred by such party in connection with the negotiation, preparation and consummation of this Letter Agreement and the Formal Documents.

6. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in any action, suit, arbitration or other proceeding under, arising from or related to this Letter Agreement or the Formal Documents, the validity hereof or thereof or the transactions contemplated hereby or thereby, in addition to any other relief to which such party may be entitled.

If this letter correctly sets forth our agreement regarding the financing transaction described above. Please sign and return a copy of this letter to the undersigned to indicate your agreement.

Very truly yours,

TRITON EMISSIONS SOLUTIONS INC.

By: /s/ Anders Aasen
Name: Anders Aasen
Title: CEO

READ AND AGREED:

KF BUSINESS VENTURES, LP

By: Kopple Financial, Inc.,
Its General Partner

By: /s/ Robert C. Kopple
Robert C. Kopple, Its President



Triton Emission Solutions Inc. Enters into a Financing Letter Agreement with KF Business Ventures, LP.

SAN JUAN, PUERTO RICO – (Newsfile - December 23, 2015) – Triton Emission Solutions Inc. (OTCQB: DSOX) (the “Company”) announced that on December 17, 2015, the Company entered into a binding Letter Agreement (the “Letter Agreement”) with KF Business Ventures, LP (the “Lender”), whereby the Lender agreed to lend the Company up to \$1,500,000 (the “Third KFBV Loan”). Robert C. Kopple, Chairman of the Company’s Board of Directors, is the principal of the Lender.

The Third KFBV Loan is to be advanced in five equal installments of \$300,000 each, the first installment of which was advanced on execution of the Letter Agreement. The remaining \$1,200,000 will be advanced in equal installments on the first day of each consecutive calendar month following the date of the Letter Agreement, subject to certain conditions precedent.

The principal outstanding under the Letter Agreement will bear interest at a rate of 10% per annum, compounded monthly. At discretion of the Lender, the Third KFBV Loan may be converted into shares of the Company’s common stock at a conversion price equal to \$0.10 per share. The Company has the right to prepay the amounts outstanding under the Third KFBV Loan at any time in increments of not less than \$250,000.

The Lender’s obligation to provide the remaining advances is conditional upon the satisfaction of certain conditions precedent as set forth in the Letter Agreement, including the execution of definitive formal agreements and the Lender receiving confirmation that Rasmus Norling, the Company’s President and Chief Technical Officer, and the Lender have agreed to extend the due dates of their respective bridge loans to the Company totaling \$400,000 and \$200,000, respectively, to December 31, 2016.

As additional consideration for the Lender agreeing to loan the funds to the Company, the Company has agreed to (i) issue to the Lender non-transferrable share purchase warrants for a total of 8,000,000 shares of the Company’s common stock, exercisable at a price of \$0.10 per share expiring on January 15, 2021, and (ii) to amend the terms of the warrants previously issued to the Lender under the previous loans advanced by it to the Company by reducing the exercise price for those warrants to \$0.10 per share and extending the expiry date to January 15, 2021.

In addition, the Company exercised its right to extend the maturity date from January 15, 2016 to January 15, 2017 for the previous loans advanced to it by the Lender, by agreeing to issue to the Lender additional warrants to purchase up to 2,531,652 shares of the Company’s common stock for an exercise price of \$0.10 per share, expiring on September 1, 2021.

For further information on the terms and conditions of the Third KFBV Loan and the Letter Agreement please refer to the Current Report on Form 8-K filed by the Company on December 23, 2015.

About Triton Emission Solutions Inc.:

Triton Emission Solutions Inc. develops and markets environmental and pollution emission control solutions to a worldwide market.

Triton Emission Solutions Inc.'s proprietary DSOX-15 and DSOX-20 Fuel Purification Systems, and the company's exhaust gas scrubber technology NJORD, are cost-effective technologies designed to remove sulfur from fuel in an effort to meet the sulfur emissions regulations which took effect in January 2015. These technologies are currently aimed at the maritime industry which includes cruise vessels, freight shipping and tanker companies and can be installed during normal vessel operation without the need to use expensive dry dock time. These technologies have worldwide applications that are not limited to the maritime industry.

On behalf of the Board of Directors, Anders Aasen, Chief Executive Officer.

For further information about Triton Emission Solutions Inc. please visit the Company's website at www.tritoninc.com or contact us at 561-440-DSOX.

Forward Looking Statements

This press release may contain forward-looking statements. Forward-looking statements are subject to risks, uncertainties and assumptions and are identified by words such as "expects", "intends", "estimates", "projects", "anticipates", "believes", "could", and other similar words. All statements addressing product performance, events, or developments that Triton Emission Solutions Inc. expects or anticipates will occur in the future are forward-looking statements. Because the statements are forward-looking, they should be evaluated in light of important risk factors and uncertainties, some of which are described in Triton Emission Solutions Inc.'s Quarterly and Annual Reports filed with the United States Securities and Exchange Commission (the "SEC"). Should one or more of these risks or uncertainties materialize, or should any of Triton Emission Solutions Inc.'s underlying assumptions prove incorrect, actual results may vary materially from those currently anticipated. In addition, undue reliance should not be placed on Triton Emission Solutions Inc.'s forward-looking statements. Except as required by law, Triton Emission Solutions Inc. disclaims any obligation to update or publicly announce any revisions to any of the forward-looking statements contained in this press release. There can be no assurance that such statements will prove to be accurate and actual results and future events could differ materially from those anticipated in such statements. No stock exchange, securities commission or other regulatory body has reviewed nor accepts responsibility for the adequacy or accuracy of this release. Investors are advised to carefully review the reports and documents that Triton Emission Solutions Inc. files from time to time with the SEC, including its Annual, Quarterly and Current Reports.

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