

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Triton Emission Solutions Inc.

Form: 8-K

Date Filed: 2012-07-13

Corporate Issuer CIK: 1143238

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 11, 2012

POLY SHIELD TECHNOLOGIES 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.)

**433 Plaza Real, Suite 275
Boca Raton, FL**

(Address of principal executive offices)

33432

(Zip Code)

Registrant's telephone number, including area code

1-800-648-4287

GLOBETRAC 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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SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On June 29, 2012, GlobeTrac Inc. (now “Poly Shield Technologies Inc.”, the “Company”) entered into separate loan agreements with Quarry Bay Capital LLC in respect of advances of CDN \$40,000, CDN \$100,000 and CDN \$50,000 made by Quarry Bay to the Company on April 27, May 25 and June 29, 2012.

Under the terms of each of the loan agreements, the amounts owing are unsecured, payable on demand and earn interest at rate of 6% per annum, calculated and compounded monthly.

Copies of the loan agreements are attached as exhibits to this report.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

Name Change and 1-for-3 Reverse Stock Split

Effective July 11, 2012, GlobeTrac Inc. (“the Company”) changed its name to “Poly Shield Technologies Inc.” (the “Name Change”).

Also effective July 11, 2012, the Company effected a consolidation of its issued and outstanding common stock on a one-for-three basis (the “Reverse Split”), without decreasing its authorized capital. Accordingly, the Company’s issued and outstanding shares were decreased from 100,183,198 shares of common stock to approximately 33,394,400 shares of common stock (not accounting for fractional share interests being rounded up to the next whole number).

The Name Change and Reverse Split were approved by shareholders of the Company owning approximately 53.23% of the outstanding common stock of the Company on May 14, 2012.

As a result of the Name Change and the Reverse Split, the Company’s common stock will trade under the symbol “GBTRD” for a period of 20 trading days beginning July 12, 2012. After 20 trading days, the appended “D” will be dropped from the Company’s symbol.

A copy of the Company’s file-stamped Certificate of Amendment is attached as an exhibit to this report.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

ITEM FINANCIAL STATEMENTS AND EXHIBITS
9.01

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
3.1	Certificate of Amendment to Certificate of Incorporation changing the Company's name from GlobeTrac Inc. to Poly Shield Technologies Inc.
10.1	Loan Agreement dated June 29, 2012 in respect of the principal sum of CDN \$40,000 between the GlobeTrac Inc. and Quarry Bay Capital LLC
10.2	Loan Agreement dated June 29, 2012 in respect of the principal sum of CDN \$100,000 between GlobeTrac Inc. and Quarry Bay Capital LLC
10.3	Loan Agreement dated June 29, 2012 in respect of the principal sum of CDN \$50,000 between GlobeTrac Inc. and Quarry Bay Capital LLC

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.

POLY SHIELD TECHNOLOGIES INC.

Date: July 12, 2012

By: "*Mitchell Miller*"

MITCHELL R. MILLER
President, C.E.O.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GLOBETRAC INC.", CHANGING ITS NAME FROM "GLOBETRAC INC." TO "POLY SHIELD TECHNOLOGIES INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF JULY, A.D. 2012, AT 5:54 O'CLOCK P.M.

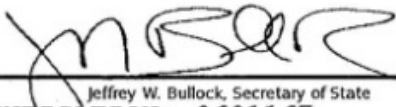
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3186932 8100

120809987

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9691167

DATE: 07-05-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:54 PM 07/05/2012
FILED 05:54 PM 07/05/2012
SRV 120809987 - 3186932 FILE

State of Delaware
Certificate of Amendment of
Certificate of Incorporation of
GlobeTrac Inc.

GlobeTrac Inc., a corporation organized under the General Corporation Law of the State of Delaware (the "Corporation"), does certify:

• First: That at a meeting of the Board of Directors of GlobeTrac Inc. resolutions were duly adopted setting forth proposed amendments of the Certificate of Incorporation of said corporation, declaring said amendments to be advisable and presenting consent resolutions to the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendments is as follows:

Resolved, that the Certificate of Incorporation of the Corporation be amended by:

1. changing the Article thereof numbered "FIRST" so that, as amended, said Article will be and read as follows:
"FIRST. The name of this corporation is Poly Shield Technologies Inc."
2. changing the Article thereof numbered "FOURTH" so that, as amended, said Article will be and read as follows:

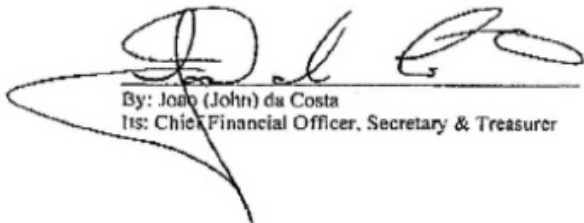
"FOURTH. The total number of shares of stock that this corporation will have authority to issue is Two Hundred and Five Million (205,000,000) with a par value of one mil (\$.001) per share. Two Hundred Million (200,000,000) of those shares are Common Stock and Five Million (5,000,000) of those shares are Preferred Stock. Each share of Common Stock will entitle the holder thereof to one vote, in person or by proxy, on any matter on which action of the stockholders of this corporation is sought. The holders of shares of Preferred Stock will have no right to vote such shares, except (i) as determined by the Board of Directors of this corporation in accordance with the provisions of Section (3) of ARTICLE FIFTH of this Certificate of Incorporation, or (ii) as otherwise provided by the Delaware General Corporation Law, as amended from time to time. The stockholders will not possess cumulative voting rights. The holders of shares of capital stock of the corporation will not be entitled to preemptive or preferential rights to subscribe to any unissued stock or any other securities that the corporation may now or hereafter be authorized to issue. The corporation's capital stock may be issued and sold from time to time for such consideration as may be fixed by the Board of Directors, provided that the consideration so fixed is not less than par value."

• Second: That thereafter, pursuant to resolution of its Board of Directors, consents in writing, approving and adopting the amendments, were signed by the holders of Common Stock having a majority of the outstanding stock entitled to vote on the amendments and representing the necessary number of shares required by statute to be voted in favor of the amendments, all in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.

• Third: That the foregoing amendments shall be effective July 11, 2012.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its duly authorized officer.

Dated: July 5th, 2012


By: John (John) da Costa
Its: Chief Financial Officer, Secretary & Treasurer

LOAN AGREEMENT

June 29, 2012

Quarry Bay Capital LLC, (the "Lender") of Suite 600, 1201 Orange Street, Wilmington, DE, 19899-0511, advanced **CDN\$40,000** (the "Principal Sum") to **GlobeTrac, Inc.** (the "Borrower") of Suite 610, 1100 Melville Street, Vancouver, British Columbia, V6E 4A6. The Lender advanced the funds on April 27, 2012.

The lender hereby agrees to advance to Borrower the principal amount of CDN\$40,000 (the "Principal Sum") on or before April 27, 2012.

The Borrower agrees to repay the Principal Sum on demand, together with interest calculated and compounded monthly at the rate of 6% per year (the "Interest") from April 27, 2012. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum with a promissory note (the "Note") in the attached form.

LENDER
Quarry Bay Capital LLC

Per: */s/ Thomas Sharp*

BORROWER
GlobeTrac, Inc.

Per: */s/ John da Costa*

Authorized Signatory

Authorized Signatory

PROMISSORY NOTE

Principal Amount: **CDN\$40,000**

June 29, 2012

FOR VALUE RECEIVED GlobeTrac, Inc., (the "Borrower") promises to pay to the order of Quarry Bay Capital LLC.(the "Lender") the sum of \$40,000 lawful money of Canada (the "Principal Sum") from April 27, 2012 ("Effective Date") both before and after maturity, default and judgment.

The Borrower may repay the Principal Sum in whole or in part at any time without penalty.

This promissory note is payable on demand.

For the purposes of this promissory note, Interest Rate means 6 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 6.17% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

BORROWER
GlobeTrac, Inc.

Per: */s/ John da Costa*

Authorized Signatory

LOAN AGREEMENT

June 29, 2012

Quarry Bay Capital LLC, (the "Lender") of Suite 600, 1201 Orange Street, Wilmington, DE, 19899-0511, advanced **CDN\$100,000** (the "Principal Sum") to **GlobeTrac, Inc.** (the "Borrower") of Suite 610, 1100 Melville Street, Vancouver, British Columbia, V6E 4A6. The Lender advanced the funds on May 25, 2012.

The lender hereby agrees to advance to Borrower the principal amount of CDN\$100,000 (the "Principal Sum") on or before May 25, 2012.

The Borrower agrees to repay the Principal Sum on demand, together with interest calculated and compounded monthly at the rate of 6% per year (the "Interest") from May 25, 2012. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum with a promissory note (the "Note") in the attached form.

LENDER
Quarry Bay Capital LLC

BORROWER
GlobeTrac, Inc.

Per: */s/ Thomas Sharp*

Per: */s/ John da Costa*

Authorized Signatory

Authorized Signatory

PROMISSORY NOTE

Principal Amount: **CDN\$100,000**

June 29, 2012

FOR VALUE RECEIVED GlobeTrac, Inc., (the "Borrower") promises to pay to the order of Quarry Bay Capital LLC.(the "Lender") the sum of \$100,000 lawful money of Canada (the "Principal Sum") from May 25, 2012 ("Effective Date") both before and after maturity, default and judgment.

The Borrower may repay the Principal Sum in whole or in part at any time without penalty.

This promissory note is payable on demand.

For the purposes of this promissory note, Interest Rate means 6 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 6.17% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

BORROWER
GlobeTrac, Inc.

Per: */s/ John da Costa*

Authorized Signatory

LOAN AGREEMENT

June 29, 2012

Quarry Bay Capital LLC. (the "Lender") of Suite 600, 1201 Orange Street, Wilmington, DE, 19899-0511, advanced **CDN\$50,000** (the "Principal Sum") to **GlobeTrac, Inc.** (the "Borrower") of Suite 610, 1100 Melville Street, Vancouver, British Columbia, V6E 4A6. The Lender advanced the funds on June 29, 2012.

The lender hereby agrees to advance to Borrower the principal amount of CDN\$50,000 (the "Principal Sum") on or before June 29, 2012.

The Borrower agrees to repay the Principal Sum on demand, together with interest calculated and compounded monthly at the rate of 6% per year (the "Interest") from June 29, 2012. The Borrower is liable for repayment for the Principal Sum and accrued Interest and any costs that the Lender incurs in trying to collect the Principal Sum and the Interest.

The Borrower will evidence the debt and its repayment of the Principal Sum with a promissory note (the "Note") in the attached form.

LENDER
Quarry Bay Capital LLC

BORROWER
GlobeTrac, Inc.

Per: */s/ Thomas Sharp*

Per: */s/ John da Costa*

Authorized Signatory

Authorized Signatory

PROMISSORY NOTE

Principal Amount: **CDN\$50,000**

June 29, 2012

FOR VALUE RECEIVED GlobeTrac, Inc., (the "Borrower") promises to pay to the order of Quarry Bay Capital LLC.(the "Lender") the sum of \$50,000 lawful money of Canada (the "Principal Sum") from June 29, 2012 ("Effective Date") both before and after maturity, default and judgment.

The Borrower may repay the Principal Sum in whole or in part at any time without penalty.

This promissory note is payable on demand.

For the purposes of this promissory note, Interest Rate means 6 per cent per year. Interest at the Interest Rate must be calculated and compounded monthly not in advance from and including the Effective Date (for an effective rate of 6.17% per annum calculated monthly), and is payable together with the Principal Sum when the Principal Sum is repaid.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

BORROWER
GlobeTrac, Inc.

Per: */s/ John da Costa*

Authorized Signatory