

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Xterra Building Systems, Inc.

Form: 8-K

Date Filed: 2015-07-17

Corporate Issuer CIK: 1409253

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

July 16, 2015

Date of Report (Date of earliest event reported)

**Xterra Building Systems,
Inc.**

(Exact Name of Registrant as Specified in Charter)

FLORIDA

(State or Other Jurisdiction
of Incorporation)

333-175692

(Commission
File Number)

20-8926549

(IRS Employer
Identification No.)

624 Baycrest Drive, North Vancouver, BC Canada V7G 1N8

(Address of Principal Executive Offices) (Zip Code)

(778) 772-8184

(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 July 10, 2015, the Company announced that it had entered into an agreement to acquire 100% of the issued and outstanding shares of North America Frac Sand (CA) Ltd. ("NAFS Shares") for 37,800,000 shares of the common stock. Both the Company's 37,800,000 and 100% of the issued and outstanding NAFS Shares will be held in escrow until NAFS provides the Company with firstly, required audited financial statements, secondly, a certificate that the leases held by NAFS are unencumbered and are in good standing, and thirdly, confirmation that recoverable reserves are at least 6.4 million tonnes of frac sand, and that potential reserves are at least 66 million tonnes of frac sand. It is anticipated that the audited financial statements and the report confirming the reserves and the potential reserves will be completed before October 2015.

NAFS was incorporated in 2015 in the province of Alberta. NAFS' parent company Canadian Sandtech Inc. recently transferred its ownership interests in two leases of approximately 30,000 acres in Southern Saskatchewan ("NAFS Leases"), to NAFS. Canadian Sandtech has extensively tested the NAFS Leases for consistent quantities of quality frac sands through extensive drilling and testing. The purchase of NAFS will be deemed to be a reverse takeover of Xterra and will be accounted for as such. Xterra will change its corporate name to North America Frac Sands, Inc.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Agreement for the Purchase of Stock between Canadian Sandtech Inc. and Xterra Building Systems, Inc. dated July 10, 2015.
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SIGNATURES

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.

XTERRA BUILDING SYSTEMS, INC.

Dated: July 16, 2015

By: */s/ David Alexander*

David Alexander
Principal Executive Officer, Principal
Accounting Officer
Chief Financial Officer, Secretary,
Chairman of the Board

AGREEMENT FOR THE PURCHASE OF STOCK

THIS STOCK PURCHASE AGREEMENT, (this "Agreement") made this 10th day of July, 2015 by:

1. Ray Newton (the "Seller's Agent") representing Canadian Sandtech Inc., an Alberta corporation, with a principal address of Box 5, Site 16, LCD#8, Calgary, Alberta T2J 2T9 ("CSI"). CSI owns a number of land leases which encompass approximately 33,000 acres in Saskatchewan through its wholly owned subsidiary company, North American Frac Sand (CA) Ltd., an Alberta Corporation (the "**Target**"), and
2. Xterra Building Systems Inc. , a Florida corporation, with a principal address of 624 Baycrest Drive, North Vancouver, B.C. V7G 1N8 (the "**Purchaser**") setting forth the terms and conditions upon which the Seller's Agent will sell one hundred per cent (100%) of the issued and outstanding shares of the Target (the "**Stock**") in exchange for Thirty-seven million eight hundred thousand shares (37,800,000) shares of Common Stock of the Purchaser;

WHEREAS, the Seller's Agent has authority from CSI to sell the Target, and the Purchaser wishes to purchase Target, from the Seller's Agent. The Seller's Agent and the Purchaser may be referred to herein singularly as a "Party" and collectively, as the "Parties". Upon acquisition of Target, the Seller's Agent will become the controlling shareholders of Purchaser. Also upon completion of the acquisition, the Seller's Agent shall become a director and officer of Purchaser.

In consideration of the mutual promises, covenants, and representations contained herein, as well as pursuant to an Escrow Agreement of even date attached as Schedule "A" hereto.

THE PARTIES HERETO AGREE AS FOLLOWS:

WITNESSETH:

WHEREAS, the Seller's Agent and Purchaser have appointed the Law Offices Clifford J. Hunt, to act as the Escrow Agent ("Escrow Agent"), and for this transaction and to receive and hold all consideration received from the Purchaser for the sale of the Stock and all documents ("Documents") stock certificates and corporate records of Target, in the offices of the Escrow Agent unless other arrangements are agreed to by all parties.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, the parties herewith agree as follows:

ARTICLE I

SALE OF SECURITIES

1.01 Sale. Subject to the terms and conditions of this Agreement, the Seller's Agent agrees to sell the Stock, and the Purchaser shall purchase the Stock, for a total of thirty-seven million eight hundred thousand (37,800,000) shares of Common Stock of Xterra Building Systems, Inc. ("XTRR") (the name will be changed to North American Frac Sand Inc.) (the "Purchase Price"). This is a private transaction between the Seller's Agent and Purchaser.

1.02 Escrow Agent. The Seller and Purchaser hereby appoint the Escrow Agent as to the distribution of the Purchase Price received for the sale of the Stock and distribution of the Stock and documents of Target to be held with the Escrow Agent.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Seller's Agent represents and warrants to the Purchaser the following:

2.01 Organization; Target is private Alberta corporation duly organized, validly existing, and in good standing under the laws of that province, has all necessary corporate powers to own properties and carry on a business, and is duly qualified to do business and is in good standing in the province of Alberta and elsewhere (if required). All actions taken by the incorporators, directors and/or shareholders of Target have been valid and in accordance with the laws of the province of Alberta. The major assets of Target consist of the leases outlined in Schedule B attached hereto.

Immediately following the Closing, the Purchaser shall file all required filings with any state and federal regulators, including the SEC, disclosing the acquisition of Target by the Purchaser, the change of control of the corporations, all changes to the officers and directors, and all such additional disclosure as is required to keep the corporation in good standing with any and all regulatory bodies having authority.

2.02 Capital. The authorized capital stock of Target consists of an unlimited number of common shares authorized with 8,790,358 common shares issued and outstanding. All outstanding shares are fully paid and non-assessable, free of liens, encumbrances, options, restrictions and legal or equitable rights of others not a party to this Agreement. At the Closing, there will be no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating Target to issue or to transfer from treasury any additional shares of its capital stock. None of the outstanding shares of Target are subject to any stock restriction agreements. There is one shareholder of record of Target.

Such shareholder has valid title to such Shares and acquired its Shares in a lawful transaction and in accordance with Alberta corporate law and the applicable securities laws of the Canada.

2.03 Financial Statements. Target is a non-reporting company and financials are unaudited. A condition of the release of the Purchase Price from its escrow are that the financial statements be audited by auditors licensed by the SEC to ensure disclosure of the present financial condition and operating results for the last two years (or since incorporation if

that period is less than two (2) years) under the rules of United States generally accepted accounting principles ("US GAAP").

2.04 Filings with Government Agencies. Target is a non-Reporting Company.

2.05 Liabilities. Seller's Agent is not aware of any pending, threatened or asserted claims, lawsuits or contingencies involving the Target or its Shares. To the best of knowledge of the Seller's Agent, there is no dispute of any kind between Target and any third party, and no such dispute will exist at the Closing of this transaction and at Closing.

2.06 Ability to Carry Out Obligations. The Seller's Agent have the right, power, and authority to enter into, and perform his obligations under this Agreement. The execution and delivery of this Agreement by the Seller's Agent and the performance by the Seller's Agent of their obligations hereunder will not cause, constitute, or conflict with or result in (a) any breach or violation or any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which Target's officers or directors or Seller's Agent are a party, or by which they may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would cause Target to be liable to any party, or (c) an event that would result in the creation or imposition of any lien, charge, or encumbrance on any asset of Target or upon the Stock of Target to be acquired by the Purchaser.

2.07 Compliance with Laws. To the best of knowledge of the Seller's Agent, Target has complied in all material respects, with, and is not in violation of any, federal, provincial, or local statute, law, and/or regulation pertaining.

2.08 Litigation. To the best of the knowledge of the Seller's Agent, Target is not a party to any suit, action, arbitration, or legal administrative or other proceeding, or pending governmental investigation. To the best knowledge of the Seller's Agent, there is no basis for any such action or proceeding and no such action or proceeding is threatened against Target. Target is not a party to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

2.09 Conduct of Business. Prior to the Closing, Target shall conduct its business in the normal course, and shall not (without the prior written approval of Purchaser) (i) sell, pledge, or assign any assets, (ii) amend its Certificate of Incorporation or Bylaws, (iii) declare dividends, redeem or sell stock or other securities (iv) incur any liabilities, except in the normal course of business, (v) acquire or dispose of any assets, enter into any contract, guarantee obligations of any third party, or (vi) enter into any other transaction except as required for the normal course of business and for further defining and developing the asset including but not limited to coring, engineering, auditing, resource developments and other ancillary activities.

2.10 Corporate Documents. Each of the following documents, which shall be true, complete and correct in all material respects, will be submitted at the Closing:

- (i) Certificate of Incorporation and all amendments thereto;
- (ii) Bylaws and all amendments thereto;
- (iii) Minutes and Consents of Shareholders of Both Target and CSI approving this Agreement;
- (iv) Minutes and Consents of the board of directors;
- (v) List of officers and directors;
- (vii) Current Shareholder list.

(viii) List of Leases and Certificate from acceptable statutory authority that the leases are free of all encumbrances and are in good standing.

2.11 Closing Documents. All minutes, consents or other documents pertaining to the Purchaser to be delivered at the Closing shall be valid and in accordance with the laws of the State of Florida.

2.12 Title. The Seller's Agent have good and marketable title to all of the Stock being sold by them to the Purchaser pursuant to this Agreement. The Stock will be, at the Closing, free and clear of all liens, security interests, pledges, charges, claims, encumbrances and restrictions of any kind. None of the Stock are or will be subject to any voting trust or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to such Shares. The Seller's Agent are not party to any agreement which offers or grants to any person the right to purchase or acquire any of the Shares. There is no applicable local, provincial or federal law, rule, regulation, or decree which would, as a result of the purchase of the Stock by Purchaser (and/or assigns) impair, restrict or delay voting rights with respect to the Shares.

2.13 Transfer of Shares. The Seller's Agent will have the responsibility for sending all certificates representing the Stock being purchased, along with the proper Stock Powers with Bank Signature Guarantees or Power of Attorney, to the Escrow Agent for delivery to the Purchaser at Closing.

2.14 Representations. All representations shall be true as of the Closing and all such representations shall survive the Closing.

The Purchaser represents and warrants to the Purchaser the following:

2.15 Organization; The Purchaser is XTRR, a Florida corporation duly organized, validly existing, and in good standing under the laws of that state, has all necessary corporate powers to own properties and carry on a business, and is duly qualified to do business and is in good standing in the state of Florida and elsewhere. All actions taken by the incorporators, directors and/or shareholders of XTRR have been valid and in accordance with the laws of the state of Florida and Indiana. XTRR is a fully reporting company with the SEC and XTRR commonstock is included for quotation on the OTCQB.

2.16 Capital. XTRR has 865,448 shares with par value of \$0.00001 of Common Stock are issued and outstanding after XTRR's recent 100 to one reverse stock split. All outstanding shares are fully paid and non-assessable, free of liens, encumbrances, options, restrictions and legal or equitable rights of others not a party to this Agreement. At the Closing, there will be no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating XTRR to issue or to transfer from treasury any additional shares of its capital stock. None of the outstanding shares of XTRR are subject to any stock restriction agreements.

2.17 Financial Statements. XTRR is a reporting company and financials can be found on EDGAR. The financial statements fairly present the financial condition and operating results of XTRR as of the dates, and for the periods, indicated therein. Except as set forth in the Financial Statements, and as set forth in Paragraph 2.05, XTRR has no material liabilities (contingent or otherwise). XTRR is not a guarantor or indemnitor of any indebtedness of any other person, firm, or corporation.

2.18 Filings with Government Agencies. XTRR is a Reporting Company as that term is described by the Securities Act of 1933, and files annual and quarterly reports with the SEC. XTRR has made all required filings with the SEC and the State of Florida that might be required, and is current in its filings and reporting to the state of Florida.

2.19 Ability to Carry Out Obligations. The Purchaser has the right, power, and authority to enter into, and perform his obligations under this Agreement.

2.20 Transfer of Shares. The Purchaser will have the responsibility for sending all certificates representing the Purchaser Price to the Escrow Agent for delivery to the Purchaser at Closing.

2.21 Representations. All representations shall be true as of the Closing and all such representations shall survive the Closing.

ARTICLE III

CLOSING

3.01 Closing for the Purchase of Common Stock. The Closing (the "Closing") of this transaction for the Stock of Common Stock being purchased will occur when all of the documents and consideration described in Paragraphs 2.10 above and in 3.02 below, have been delivered or other arrangements have been made and agreed to by the Parties.

It is understood that the Audit of Target will take time, but can take no longer than ninety-five (95) days from the date of this Agreement. If the Closing does not occur on or before October 15th, 2015, then either party may terminate this Agreement upon written notice.

3.02 Documents and Payments to be Delivered at Closing. As part of the Closing of the Common Stock purchase, those documents listed in 2.11 of this Agreement, as well as the following documents, in form reasonably acceptable to counsel to the Parties, shall have been delivered to Escrow Agent at least 48 hours prior to the Closing:

(a) By the Seller's Agent:

(i) stock certificate or certificates, along with stock powers with signature guarantee, representing the Shares, endorsed in favor of the name or names as designated by Purchaser or left blank; and

(ii) such other documents of Target as may be reasonably required by Purchaser, if available.

(b) By Purchaser:

(i) transfer to the Law Offices of Clifford J. Hunt, the Purchase Price.

ARTICLE IV

INVESTMENT INTENT:

The Purchaser represents warrants and covenants to the Seller's Agent the following:

4.01 Knowledge and Experience. The Purchaser acknowledges that he has been encouraged to seek his own legal and financial counsel to assist him in evaluating this purchase. The Purchaser acknowledges that the Seller's Agent has given it and all of his counselors' access to all information relating to Target business that he or any one of them have requested. The Purchaser acknowledges that he has sufficient business and financial experience, and knowledge concerning the affairs and conditions of Target so that he can make a reasoned decision as to this purchase of the Stock and is capable of evaluating the merits and risks of this purchase.

4.04 Future Business of Xterra Building Systems Inc. The Purchaser represents that after the Closing of this transaction, the Purchaser will continue to carry on the existing business of Xterra Building Systems Inc.

4.05 Representations. All Representations shall be true as of the Closing and all such representations shall survive the Closing.

ARTICLE V

REMEDIES

5.01 Arbitration. Any controversy of claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in Alberta in accordance with the Rules of the Canadian Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

5.02 Termination. In addition to any other remedies, the Purchaser may terminate this Agreement, if at the Closing, the Seller's Agent have failed to comply with all material terms of this Agreement, has failed to supply any documents required by this Agreement unless they do not exist, or has failed to disclose any material facts which could have a substantial effect on any part of this transaction.

5.03 Indemnification. From and after the Closing, the parties, jointly and severally, agree to indemnify the other against all actual losses, damages and expenses caused by (i) any material breach of this Agreement by them or any material misrepresentation contained herein, or (ii) any misstatement of a material fact or omission to state a material fact required to be stated herein or necessary to make the statements herein not misleading.

5.04 Indemnification Non-Exclusive The foregoing indemnification provision is in addition to, and not derogation of any statutory, equitable or common law remedy any party may have for breach of representation, warranty, covenant or agreement.

ARTICLE VI

MISCELLANEOUS

6.01 Captions and Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

6.02 No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged, orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

6.03 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

6.04 Entire Agreement. This Agreement, including any and all attachments hereto, if any, contain the entire Agreement and understanding between the parties hereto, and supersede all prior agreements and understandings.

6.05 Partial Invalidity. In the event that any condition, covenant, or other provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision of the Agreement. If such condition, covenant, or other provision is held to be invalid due to its scope or breadth, it is agreed that it shall be deemed to remain valid to the extent permitted by law.

6.06 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be acceptable to all parties.

6.07 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the second day if faxed, and properly addressed or faxed as follows:

If to the Seller's Agent:

Ray Newton
Secretary Treasurer of Canadian Sandtech Inc.
#120 – 11012 MacLeod Trail S.E.,
Calgary, Alberta, Canada V2J 6A5

If to the Purchaser:

DavidAlexander
President, Xterra Building Systems, Inc.
624 Baycrest Drive
North Vancouver
British Columbia, Canada V7G 1N8
Dmalexander2@gmail.com

With a copy to:

Law Offices of Clifford J. Hunt
8200 Seminole Boulevard
Seminole, FA 33772 USA

6.08 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

6.09 Effect of Closing. All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall be true and correct as of the Closing and shall survive the Closing of this Agreement.

6.10 Mutual Cooperation. The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

6.12 Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the Laws of the Province of Alberta (regardless of its conflict of laws principles), including all matters of construction, validity, performance and enforcement and without giving effect to the principles of conflict of laws.

6.13 Exclusive Jurisdiction and Venue. The Parties agree that the Courts of the Province of Alberta shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the Transactions contemplated herein.

6.14 Attorneys Fees. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing party in any such breach of an covenant or condition of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by the court.

In witness whereof, this Agreement has been duly executed by the Parties hereto as of the date first written above.

SELLER'S AGENT:

By: /s/ Ray Newton
Ray Newton
Secretary Treasurer

Canadian Sandtech Inc.

PURCHASER:

By: /s/ David Alexander
David Alexander
President

Xterra Building Systems Inc.

SCHEDULE A

ESCROW AGREEMENT among Ray Newton, Xterra Building Systems, Inc. and the Law Offices of Clifford J. Hunt dated July 10, 2015.

Attached

SCHEDULE B

QUARRYING LEASES OF TARGET subject of the **AGREEMENT FOR THE PURCHASE OF STOCK** between Ray Newton representing Canadian Sandtech Inc. as Seller's Agent and Xterra Building Systems, Inc. (the "Purchasere") dated July 10, 2015.

1. **Quarrying Lease with Hutterian Bethren Church of Eagle Creek**

- **Section 11, NE $\frac{1}{4}$ of Section 2, N ($\frac{1}{2}$) of Section 3, in Township 38, Range 10, West of the 3rd Meridian, as to the Surface Rights as referenced in Certificate of Title.**

2. Quarrying Lease with Doug and Alma Stack

- **West ($\frac{1}{2}$) of Section 2, in Township 38, Range 10, West of the 3^d Meridian, and a portion of NW ($\frac{1}{4}$) of Section 35 in Township 37, Range 10 West of the 3rd Meridian as to the Surface Rights as referenced in Certificate of Title.**