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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

Date of Report (Date of earliest event reported) **November 18, 2016**

**KNIGHT KNOX DEVELOPMENT CORP.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>333-199213</u> (Commission File Number)	<u>33-1220924</u> (IRS Employer Identification No.)
<u>Kemp House, City Road, London England</u> (Address of principal executive offices)		<u>EC1V 2NX</u> (Zip Code)

Registrant's telephone number, including area code **+1 800 902 278**

N/A

(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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#### **Item 1.01 Entry into a Material Definitive Agreement**

Effective November 18, 2016, we entered into a senior promissory note in the principal amount of \$30,000 payable to Malibu Investments Limited. The promissory note accrues interest at 10% per annum. Principal and accrued interest shall either be payable in a lump sum on or before November 18, 2017 (the "Maturity Date") or if prior, will automatically convert into the next private placement held by Knight Knox Development Corp., (assuming its acquisition of Knight Knox) by the Maturity Date. In the event of a conversion of the note into the proposed private placement, the full amount of principal, together with any interest accrued through the date of conversion shall be converted into the proposed private placement with a minimum investment of \$500,000 at a 30% discount.

#### **Item 5.01 Change in Control of Registrant**

##### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

Effective November 18, 2016, we accepted the resignation of James Manley as our President Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and as a director. Mr. Manley's resignation was not the result of any disagreements with our company regarding our operations, policies, practices or otherwise.

On November 18, 2016, Peter O'Brien was appointed President Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and as a director of our company.

##### ***Peter O'Brien - President Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and Director***

Peter O'Brien has been in the e-commerce recruitment industry since 2004, founding and leading successful firms, Driver & Labour Recruit and Hanrahan & O'Brien Consultants in 2005. After building both companies to profitability Mr. O'Brien sold his positions in 2006. In 2008 Mr. O'Brien worked for HSBC International in Jersey, Channel Islands, UK, in the Private Client space. In 2012 he founded Nursing Station, a e-commerce company focused on the recruitment and placement of Nurses in healthcare throughout Ireland and the UK. In July of 2016 Medacs Healthcare under the Impellam Group Plc acquired Nursing Station. Peter has since founded Medical Job board [www.MedicalstaffIreland.com](http://www.MedicalstaffIreland.com) in 2015. Mr. O'Brien graduated from Griffith College, Cork 2004 with a Diploma in Marketing, Sales, PR and Advertising.

Our company believes that Mr. O'Brien's professional background and experience give him the qualifications and skills necessary to serve as a director and officer of our company.

There have been no transactions between our company and Peter O'Brien since our company's last fiscal year which would be required to be reported herein.

Effective November 18, 2016, Peter O'Brien acquired all of the 6,000,000 shares of our common stock owned by James Manley, in a private transaction. The 6,000,000 shares of our common now controlled by Mr. O'Brien represents 79% of our company's issued and outstanding shares of common stock. Mr. Manley holds no additional shares of our common stock.

#### **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

**Exhibit No.**   **Description**

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10.1   [Senior Promissory Note, dated November 18, 2016 between our company and Malibu Investments Limited](#)

**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.

**KNIGHT KNOX DEVELOPMENT CORP.**

Date: November 18, 2016

By: /s/ Peter O'Brien

**Peter O'Brien**  
President and Director

SENIOR PROMISSORY NOTE**\$ 30,000.00 USD****November 18, 2016**

FOR VALUE RECEIVED, the undersigned, Knight Knox Development Corp, a Nevada Corporation with an address at Kemp House, City Road London, England EC1V 2NX ("Maker"), unconditionally promises to pay to the order of Malibu Investments Limited, with an address at 28 Lower Leeson Street, Dublin 2 ("Holder"), or at such other place as may be designated in writing by the Holder, principal in the amount of \$30,000.00 US dollars (\$30,000.00), together with interest on the unpaid principal balance at the rate of ten percent (10%) per annum, said interest to accrue from the date hereof until the Maturity Date, and thereafter said interest will accrue at the Default Interest Rate (as provided herein) on any amounts not paid when due.

Principal and accrued interest shall either be payable in a lump sum on or before November 18, 2017 (the "Maturity Date") or if prior, will automatically convert into the next private placement held by Knight Knox Development Corp., (assuming its acquisition of the Maker) by the Maturity Date. In the event of a conversion of this note into the proposed private placement, the full amount of principal, together with any interest accrued through the date of conversion shall be converted into the proposed private placement with a minimum investment of \$500,000 at a 30% discount. All payments under this Note shall be in lawful money of USA, by wire transfer of immediately available funds.

In no event shall the interest and other charges in the nature of interest hereunder, if any, exceed the maximum amount of interest permitted by law and Holder will not hold more than 5% of the total issued and outstanding shares of Knight Knox Development Corp. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

All payments under this Note shall be applied first to late fees and costs, if any, second to interest then due, if any, and the balance to principal.

The Maker agrees to pay to the Holder all costs, expenses and reasonable attorney's fees incurred in the collection of sums due hereunder, whether through legal proceedings or otherwise, to the extent permitted by law.

This Note may be prepaid at any time, in whole or in part, without penalty or premium.

Commencing on the Maturity Date of this Note, or upon any default, all outstanding principal and other amounts shall bear interest at the rate of eighteen percent (18%) per annum (the "Default Interest Rate") until repaid in full.

All outstanding principal and other amounts shall become immediately due and payable, without demand or notice, upon the occurrence of any one of the following events of default:

- (a) failure of the Maker to pay any amounts hereunder when due;
- (b) any misrepresentation or omission of or on behalf of Maker in connection with this loan;
- (c) insolvency or failure of Maker or any guarantor to generally pay its debts as they become due;
- (d) assignment for the benefit of creditors of, or appointment of a receiver or other officer for, all or any part of Maker's or any guarantor's property;
- (e) adjudication of bankruptcy, or filing of a petition under any bankruptcy or debtor's relief law by or against Maker;

The Maker represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing under the laws of The Republic Of Ireland and each jurisdiction where it conducts business, (b) the execution, delivery and performance of this Note have been duly authorized by all necessary corporate action, and when executed, this Note will constitute a valid and binding obligation of the Maker, enforceable against Maker in accordance with its terms, (c) the party executing this Note is duly authorized to do so, and (d) the proceeds of this Note will be used for the product development work agreed by the Maker and Holder.

The Maker expressly waives presentment, demand, notice, protest, and all other demands and notices in connection with this Note. No renewal or extension of this Note will release the liability of Maker. Maker may not assign or transfer this Note without prior written consent of Holder.

Failure of the Holder to exercise any right or option shall not constitute a waiver, nor shall it be a bar to the exercise of any right or option at any future time.

If any provision of this Note shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Note shall be governed by the laws of The Republic Of Ireland. The parties expressly waive any right they may have to a jury trial with respect to any claim arising out of or relating to this Note. The parties agree that any disputes arising out of or relating to this Note will be subject to resolution through arbitration.

IN WITNESS WHEREOF, this Promissory Note is executed on the day and year first above written.

**Knight Knox Development Corp.**

By: /s/ Peter O'Brien  
Name: Peter O'Brien  
Title: President, CEO