

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-01-15** | Period of Report: **2013-01-14**
SEC Accession No. [0001144204-13-002503](#)

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FILER

American Sands Energy Corp.

CIK: **1432001** | IRS No.: **870405708** | State of Incorporation: **DE** | Fiscal Year End: **0331**
Type: **8-K** | Act: **34** | File No.: **000-53167** | Film No.: **13531012**
SIC: **1311** Crude petroleum & natural gas

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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): **January 14, 2013**

American Sands Energy Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

000-53167
Commission File Number

87-0405708
(IRS Employer Identification No.)

4760 South Highland Drive, Suite 341, Salt Lake City, Utah
(Address of principal executive offices)

84117
(Zip Code)

Registrant's telephone number, including area code: **(801) 699-3966**

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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

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

On January 14, 2013, we entered into amendments to the employment agreements dated February 16, 2012, between the Company and Daniel F. Carlson and Andrew Rosenfeld. Section 7 of each of the original employment agreements provided that the agreement would be terminated as of June 30, 2012, if certain financing events had not occurred, unless the agreement is extended by mutual consent. The amendment extends the agreement through June 30, 2013.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment dated January 14, 2013, to Employment Agreement of Daniel Carlson
99.2	Amendment dated January 14, 2013, to Employment Agreement of Andrew Rosenfield

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.

American Sands Energy Corp.

Date: January 15, 2013

By /s/ William C. Gibbs
William C. Gibbs, Chief Executive Officer

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is made and entered into effective as of the 14th day of January, 2013, by and between American Sands Energy Corp., a Delaware corporation (the "Company") and Daniel Carlson (the "Executive").

WITNESSETH:

WHEREAS, the Company and Executive entered Into an Employment Agreement dated as of February 16, 2012 (the "Agreement");

WHEREAS, the Section 7 of the Agreement provided that the Agreement would terminate as of June 30, 2012 unless extended by mutual agreement;

Whereas, the Company and Executive agreed to such extension and desire to document the terms of such extension as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the Company and the Executive hereby mutually covenant and agree as follows:

1. Section 7 is amended to read as follows:

Should the Company not complete a Financing Event by June 30, 2013, this employment agreement will be immediately terminated unless extended by mutual agreement of both the Company and the Executive. If terminated as a result of no Financing Event, there will be no accrued benefits paid to the Executive or his estate.

2. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Executive has executed this Agreement, on the date and year first above written.

"COMPANY"

American Sands Energy Corp.

By: /s/ William C. Gibbs
William C. Gibbs, Chief Executive Officer

"EXECUTIVE"

/s/ Daniel Carlson
Daniel Carlson

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is made and entered into effective as of the 14th day of January, 2013, by and between American Sands Energy Corp., a Delaware corporation (the "Company") and Andrew Rosenfeld (the "Executive").

WITNESSETH:

WHEREAS, the Company and Executive entered Into an Employment Agreement dated as of February 16, 2012 (the "Agreement");

WHEREAS, the Section 7 of the Agreement provided that the Agreement would terminate as of June 30, 2012 unless extended by mutual agreement;

Whereas, the Company and Executive agreed to such extension and desire to document the terms of such extension as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the Company and the Executive hereby mutually covenant and agree as follows:

1. Section 7 is amended to read as follows:

Should the Company not complete a Financing Event by June 30, 2013, this employment agreement will be immediately terminated unless extended by mutual agreement of both the Company and the Executive. If terminated as a result of no Financing Event, there will be no accrued benefits paid to the Executive or his estate.

2. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Executive has executed this Agreement, on the date and year first above written.

"COMPANY"

American Sands Energy Corp.

By: /s/ William C. Gibbs
William C. Gibbs, Chief Executive Officer

"EXECUTIVE"

/s/ Andrew Rosenfeld
Andrew Rosenfeld