

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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American Exploration Corp

CIK: **1388486** | IRS No.: **980518266** | State of Incorporation: **NV** | Fiscal Year End: **1231**
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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

October 31, 2011

Date of Report (Date of earliest event reported)

AMERICAN EXPLORATION CORPORATION

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation)

333-141060

(Commission File Number)

98-0518266

(IRS Employer Identification
No.)

407, 2nd St. SW Suite 700 Calgary, Alberta, Canada

(Address of principal executive offices)

T2P 2Y3

(Zip Code)

(403) 233-8484

Registrant's telephone number, including area code

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K 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

Amending Agreement

Effective on October 31, 2011, American Exploration Corporation, a Nevada corporation (the "Company"), entered into an amending agreement (the "Amending Agreement") with Mainland Resources, Inc., a Nevada corporation ("Mainland Resources"). The Amending Agreement is in regards to that certain merger agreement and plan of merger dated March 22, 2010, as amended by that certain letter agreement and amending agreement dated July 28, 2010, as further amended by that certain amending agreement dated September 7, 2010, as further amended by that certain amending agreement dated December 23, 2010, as further amended by that certain amending agreement dated March 14, 2011, as further amended by that certain amending agreement dated May 17, 2011, and as further amended by that certain amending agreement dated August 18, 2011 (the "Merger Agreement"). The Merger Agreement is subject to termination by either the Company or Mainland Resources if certain conditions specified in the Merger Agreement are not satisfied at or before September 30, 2010 (as previously amended to December 31, 2010, March 31, 2011, May 31, 2011, August 31, 2011 and October 31, 2011) or such later date as may be mutually agreed upon (the "Termination Date"). In accordance with the terms and provisions of the Amending Agreement, the Termination Date has been extended to January 31, 2012.

Promissory Note

Effective on October 31, 2011, the Company entered into amendment no. 5 to that certain promissory note (the "Amended Note") with Mainland Resources. The Amended Note is in regards to that certain note dated September 27, 2010 in the principal amount of \$60,000 (the "Note"). The Note evidences monies advanced by Mainland Resources to the Company in order to assist the Company with various costs associated with the completion of the proposed merger between the Company and Mainland Resources pursuant to the terms and provisions of that certain merger agreement and plan of merger dated March 22, 2010 as amended by each of a certain letter agreement and amending agreement referenced above.

The Amended Note matures January 31, 2012, bears interest at the rate of 12% per annum and is unsecured.

Important Additional Information Will Be Filed With The SEC

In connection with the proposed merger transaction with Mainland Resources announced on March 23, 2010, Mainland Resources intends to file relevant materials with the United States Securities and Exchange Commission (the "SEC"), including a Registration Statement on Form S-4 (the "Registration Statement"), which will include a preliminary prospectus and related materials to register the securities of Mainland Resources to be issued in exchange for securities of the Company. The Registration Statement will incorporate a joint proxy statement/prospectus (the "Proxy Statement/Prospectus") that the Company and Mainland Resources plan to file with the SEC and mail to their respective stockholders in connection with obtaining stockholder approval of the proposed merger. The Registration Statement and the Proxy Statement/Prospectus will contain important information about the Company, Mainland Resources, the merger and related matters. Investors and security holders are urged to read the Registration Statement and the Proxy Statement/Prospectus carefully when they are available. Investors and security holders will be able to obtain free copies of the Registration Statement and the Proxy Statement/Prospectus when they become available, and other documents filed with the SEC by the Company and Mainland Resources, through the web site maintained by the SEC at www.sec.gov. The Company's security holders will also receive information at an appropriate time on how to obtain these documents free of charge from the Company.

Each of the Company and Mainland Resources, and their respective directors and executive officers, also may be deemed to be participants in the solicitation of proxies from their respective stockholders in connection with the transaction described herein. Information regarding the special interests of these directors and executive officers in the transaction described herein will be included in the Proxy Statement/Prospectus described above.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Business Acquired.

Not applicable.

(b) Pro forma Financial Information.

Not applicable.

(c) Shell Company Transaction.

Not applicable.

(d) Exhibits.

10.1 Amending Agreement dated October 31, 2011 between Mainland Resources Inc. and American Exploration Corporation.

10.2 Amendment No. 5 to Promissory Note dated October 31, 2011 from American Exploration Corporation to Mainland Resources Inc.

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
CORPORATION**

EXPLORATION

DATE: November 4, 2011

/s/ Steven Harding

Name: Steven Harding

Title: President/Chief Executive Officer

**AMENDING AGREEMENT NO. 7
(MERGER AGREEMENT AND PLAN OF MERGER)**

THIS AMENDING AGREEMENT AND CONSENT is made as of October 31, 2011

BETWEEN:

MAINLAND RESOURCES, INC., a company existing under the laws of the State of Nevada, USA

(“**Mainland**”)

AND:

AMERICAN EXPLORATION CORPORATION, a company existing under the laws of the State of Nevada, USA

(“**American Exploration**”)

WHEREAS:

- (A) Mainland and American Exploration (each a “**Party**” and, together, the “**Parties**”) have entered into a Merger Agreement and Plan of Merger dated March 22, 2010, as amended by a Letter Agreement dated July 28, 2010, as further amended by an Amending Agreement dated September 7, 2010, an Amending Agreement dated December 23, 2010, an Amending Agreement dated March 14, 2011, an Amending Agreement dated May 17, 2011, and an amending agreement dated August 18, 2011 (as so amended, the “**Merger Agreement**”) which, subject to certain conditions, contemplates a merger between the Parties to be effected pursuant to Chapters 78 (Private Corporations) and 92A – Mergers, Conversions, Exchanges and Domestications, of the Nevada Revised Statutes, with Mainland as the surviving corporation;
- (B) Section 7.1 of the Merger Agreement provides for the amendment of the Merger Agreement in accordance with the terms set forth therein;
- (C) The Merger Agreement is subject to termination by either Party under Section 7.3 of the Merger Agreement if certain conditions specified in the Merger Agreement are not satisfied at or before the “**Termination Date**”, which is defined in Section 1.1 of the Merger Agreement to mean October 31, 2011, or such later date as may be mutually agreed by the Parties; and
- (D) The Parties wish to amend the terms of the Merger Agreement to extend the Termination Date as described in this Agreement.

THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

Certain Definitions

1. Capitalized terms not otherwise herein defined shall have the meaning ascribed to them in the Merger Agreement.

Termination Date

2. Section 1.1 of the Merger Agreement is hereby amended to replace “October 31, 2011” with “January 31, 2012” in the definition of “Termination Date”.

Amendment

3. Except as expressly amended hereby, the Merger Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect as of the date hereof.

Acknowledgment of Grant of Additional Options by American Exploration

4. The parties hereto acknowledge and agree that:

- (a) American Exploration has granted 200,000 stock options (each, an “Option”) to each of Herb Dhaliwal and Manmohan Minhas in their respective capacities as directors of American Exploration;
- (b) each Option will entitle the holder to purchase one share of common stock in the capital of American Exploration for a period of 10 years;
- (c) each Option has been granted at an exercise price that was referenced to the market price of American Exploration's common shares of \$0.06 per share;
- (d) the Options will be exchangeable for Mainland Exchange Options in accordance with section 2.2(d) of the Merger Agreement; provided however, that, notwithstanding anything to the contrary in the Merger Agreement, each such Mainland Exchange Option will be exercisable at an exercise price of \$0.24; and
- (e) for greater certainty, all other Mainland Exchange Options issued in accordance with Section 2.2(d) of the Merger Agreement will be exercisable at an exercise price of \$1.50 per share, except for (i) those Mainland Exchange Options referenced in Section 5 of Amending Agreement No. 4 to the Merger Agreement, dated March 14, 2011, which Mainland Exchange Options will be exercisable at an exercise price of \$0.52, and (ii) those Mainland Exchange Options referenced in Section 4 of Amending Agreement No. 5 to the Merger Agreement, dated May17, 2011, which Mainland Exchange Options will be exercisable at an exercise price of \$0.36.

Effect of Amendment

5. This Amendment shall form a part of the Merger Agreement for all purposes, and each Party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the Parties hereto, any reference to the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby.

Entire Agreement

6. This Agreement constitutes the entire agreement between the Parties, and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise between the Parties, with respect to the subject matter of this Agreement. Nothing in this Section 6 will limit or restrict the effectiveness and validity of any document with respect to the subject matter of this Agreement that is executed and delivered contemporaneously with or pursuant to this Agreement.

Governing Laws

7. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

Counterparts

8. This Agreement may be executed in any number of counterparts, in original form or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the Parties, and each of which will together be deemed to be an original, notwithstanding that each Party is not a signatory to the same counterpart.

Headings

9. The descriptive headings of the several Sections of this Amendment were formulated, used and inserted in this Amendment for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF this Agreement has been executed by the Parties effective as of the day and year first above written.

MAINLAND RESOURCES, INC.

**AMERICAN EXPLORATION
CORPORATION**

/s/ William D. Thomas

Name: William D. Thomas
Title: Chief Financial Officer

/s/ Steven Harding

Name: Steven Harding
Title: President and CEO

**AMENDMENT NO. 5
TO
PROMISSORY NOTE**

From:

AMERICAN EXPLORATION CORPORATION

To:

MAINLAND RESOURCES INC.

THIS AMENDMENT NO. 5 TO PROMISSORY NOTE (the “Amendment”) is made as of October 31, 2011

BETWEEN:

MAINLAND RESOURCES, INC., a company existing under the laws of the State of Nevada, USA
(“Mainland”)

AND:

AMERICAN EXPLORATION CORPORATION, a company existing under the laws of the State of Nevada, USA
(“American Exploration”)

WHEREAS:

(A) American Exploration (as Borrower) and Mainland (as Lender), entered into that certain Promissory Note dated September 27, 2010, as amended by Amendment No. 1 thereto dated December 23, 2010, as further amended by Amendment No. 2 thereto dated March 30, 2011, as further amended by Amendment No. 3 thereto dated May 17, 2011, and as further amended by Amendment No. 4 thereto dated August 18, 2011 (such Promissory Note, as amended, the **“Promissory Note”**) whereby American Exploration promised to pay Mainland, or the holder of the Promissory Note, in accordance with the terms and conditions referenced therein, the aggregate Principal Sum of U.S.\$60,000, together with Interest payable thereon commencing on the Effective Date of September 27, 2010 at the rate of twelve percent (12%) per annum, calculated daily and payable in full monthly during the continuance of any portion of the Principal Sum being outstanding thereunder prior to maturity, in the manner as set forth in such Promissory Note;

(B) The Promissory Note provides that the Principal Sum, together with all outstanding Interest thereon, is due and payable by American Exploration to Mainland on or before 5:00 p.m. (Vancouver, British Columbia, time) on the **“Final Principal Sum Payment Date”**, which is defined in the Promissory Note to mean October 31, 2011;

(C) American Exploration and Mainland wish to amend the terms of the Promissory Note to extend the Final Principal Sum Payment Date to January 31, 2012;

THIS AMENDMENT WITNESSES that in consideration of the respective covenants and agreements herein contained, American Exploration and Mainland covenant and agree as follows:

Certain Definitions

1. Capitalized terms not otherwise herein defined shall have the meaning ascribed to them in the Promissory Note.

Termination Date

2. The Promissory Note is hereby amended to replace “October 31, 2011” with “January 31, 2012” in the definition of “Final Principal Sum Payment Date”.

Amendment

3. Except as expressly amended hereby, the Promissory Note is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect as of the date hereof.

Effect of Amendment

4. This Amendment shall form a part of the Promissory Note for all purposes, and each of American Exploration and Mainland shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the Promissory Note shall be deemed a reference to the Promissory Note as amended hereby.

Entire Agreement

5. This Amendment constitutes the entire agreement between the parties hereto, and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise between the parties hereto, with respect to the subject matter of this Amendment. Nothing in this Section 5 will limit or restrict the effectiveness and validity of any document with respect to the subject matter of this Amendment that is executed and delivered contemporaneously with or pursuant to this Amendment.

Governing Laws

6. This Amendment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

Counterparts

7. This Amendment may be executed in any number of counterparts, in original form or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties hereto, and each of which will together be deemed to be an original, notwithstanding that each party hereto is not a signatory to the same counterpart.

Headings

8. The descriptive headings of the several Sections of this Amendment were formulated, used and inserted in this Amendment for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF this Amendment has been executed by the parties hereto effective as of the day and year first above written.

MAINLAND RESOURCES, INC.

**AMERICAN EXPLORATION
CORPORATION**

/s/ William D. Thomas

Name: William D. Thomas
Title: Chief Financial Officer

/s/ Steven Harding

Name: Steven Harding
Title: President and CEO

