

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

AMERICAN INTERNATIONAL VENTURES INC /DE/

CIK: [5656](#) | IRS No.: [223489463](#) | State of Incorporation: **DE** | Fiscal Year End: **0531**
Type: **8-K** | Act: **34** | File No.: [000-30368](#) | Film No.: [13527784](#)
SIC: **9995** Non-operating establishments

Mailing Address
*6004 TEALSIDE COURT
LITHIA FL 33547*

Business Address
*6004 TEALSIDE COURT
LITHIA FL 33547
813-260-2866*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K/A
Amendment No. 2

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 INTERNATIONAL VENTURES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

000-30368

Commission file number

22-3489463

(IRS Employer Identification Number)

6004 Tealside Court, Lithia, Florida

(Address of principal executive offices)

33547

(Zip Code)

Registrant's telephone number, including area code: (813) 260-2866

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))

ITEM 1.01(a) ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

American International Ventures, Inc. (the “Company”) has leased from Martha Alvarez Echeverria approximately 10 hectares or twenty two and a half acres (22 ½) that are identified as Section B of Parcel 29 Z-C P-1 of the “18 de Marzo” Ejido and another plot which is occupied by a house with no street number at the Lazaro Cardenas Street at the township of Ojos Negros, both properties located at the Municipal District of Real del Castillo, Baja California. There is no current or past relationship between the Company and the lessor, Martha Alvarez Echeverria.

The five year lease at \$300 per month states the properties are being occupied by AIVN for purposes related to Company business in the mining industry. The lease will be assigned to Oro de AIVN S.A. de C.V. the Mexican subsidiary corporation recently formed by AIVN that presently occupies both properties.

A copy of the lease is attached as Exhibit 10.1 and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

| <u>Exhibit Number</u> | <u>Description of Exhibit</u> |
|-----------------------|-------------------------------|
|-----------------------|-------------------------------|

| | |
|------|----------------|
| 10.1 | Lease Contract |
|------|----------------|

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

American International Ventures, Inc.

/s/ Jack Wagenti

Jack Wagenti, Chairman

Date: January 14, 2013

LEASE CONTRACT

LEASE CONTRACT GOTTEN INTO BY, AS THE FIRST PARTY, MARTHA ALVAREZ ECHEVERRIA, HEREINAFTER REFERRED TO AS “THE OWNER”, AND AS THE SECOND PARTY, THE COMPANY NAMED “AMERICAN INTERNATIONAL VENTURES, INC.”, HEREINAFTER REFERRED TO AS “THE LEASEHOLDER” WITH THE UNDERSTANDING THAT BOTH PARTIES WILL BE REFERRED TO INDISTINCTLY IN THIS CONTRACT AS “THE PARTIES”.

STATEMENTS

A).- “THE OWNER” states:

I.- She is a Mexican national, of legal age, with full capacity to have and exercise rights and legally able to enter into this Contract.

II.- She is the owner of the properties which are the subject matter of this Lease Contract, same properties that are identified as Section B of Parcel 29 Z-C P-1 of the “18 de Marzo” Ejido and the plot which is occupied by the house with no number at the Lazaro Cardenas Street at the township of Ojos Negros, both properties located at the Municipal District of Real del Castillo, Baja California.

III.- That on Section B, of Parcel 29 Z-C P-1 of the “18 de Marzo” Ejido there is a windmill; that it is partially barbed wire fenced; its surface area is of 10-00-00.00 hectares, same that are identified by the topographic survey herein attached, which is an integral part of this contract.

IV.- The house built on the plot which has no number assigned located on Lazaro Cardenas Street at the township of Ojos Negros in the Municipal District of Real del Castillo in this municipality is a 4-room house built of concrete, with household furnishings.

V.- “THE LEASEHOLDER” is in possession of Section B of Parcel 29 Z-C P-1 of the “18 de Marzo” Ejido since November 15th of 2012; furthermore, starting on October 15, 2012, “THE LEASEHOLDER” is also in possession of the house with no number assigned located at the Lazaro Cardenas Street in the Township of Ojos Negros in the Municipal District of Real del Castillo.

VI.- “THE OWNER” is aware of said properties being occupied by “THE LEASEHOLDER” for purposes related to the company purpose: The mining industry.

B).- “THE LEASEHODER” states:

VII.- “THE LEASEHOLDER” states it is a trading company legally organized which is herein represented by _____ who has full authority to have the company entered into this contract.

VIII.- “THE LEASEHOLDER” company purpose is to be engaged into the exploration, exploitation, use and benefit, industrialization, marketing, exportation, and generally, to carrying out all kind of legal actions related to the mining activity.

C).- Joint statements made by “THE PARTIES”:

IX.- “THE PARTIES” state that they acknowledge each other’s capacity as claim for this action and their will to enter into this contract.

X.- The properties hereunder are in good and acceptable conditions of use and development.

XI.- “THE PARTIES” state they are aware of the consequences of this Lease Contract, reason for which they sign it under the following:



CLAUSES:

FIRST: Subject matter of this contract.- The properties known as Section B, of Parcel 29 Z-C P-1 in the “18 de Marzo” Ejido of a surface area of 10-00-00.00 hectares and the plot that is occupied by the house with no number located at the Lazaro Cardenas Street in the Township of Ojos Negros in the Municipal District of Real del Castillo, with everything that in fact and rightfully remains in both properties.

SECOND: Lease Price.- The monthly lease price to be paid by “THE LEASEHOLDER” for each property is the amount of \$300.00 USD (Three hundred US dollars).

THIRD: Payment date.- Rental payments shall be made every 15th day of each month.

FOURTH: Form of payment.- The rental price shall be paid to “THE OWNER” or anyone designated by, or representing “THE OWNER” in cash, check, wire transfer or in any other way of payment of rental obligations.

FIFTH: Place of payment.- The monthly rental payment shall be made at the properties hereunder.

SIXTH: Lease term.- The term for this contract is of five years starting on the 15th of November of 2012 for the Property Section B, of Parcel 29 Z-C P-1 of the “18 de Marzo” Ejido and the 15th of October of 2012 for the house with no number located at the Lazaro Cardenas Street in the Township of Ojos Negros. It is agreed between the parties that this contract is extendable, and it will suffice for this purpose to deliver a written notice addressed to “THE OWNER” with 10 days in advance.

SEVENTH: Care of the properties.- “THE LEASEHOLDER” is bound to keep the leased properties in the current condition of care said properties are now, therefore both properties will be returned to “THE OWNER” in the same condition excepting the normal wear and tear caused by the regular use of the same; otherwise, “THE LEASEHOLDER” shall pay for any repairs needed.

EIGHT: ASSIGNMENT OF RIGHTS.- “THE LEASEHOLDER” may assign the lease rights hereunder either as a whole or in part and to use said rights in partnership with third parties when this contributes to carry out the purpose of the company.

NINTH: Use of the properties leased hereunder.- “THE LEASEHOLDER” will use the properties leased hereunder solely for the mining operations allowed by the company purpose.

TENTH: Property improvements.- For the purpose of carrying out the mining business intended by “THE LEASEHOLDER”, Leaseholder may change the leased properties and carry out improvements, either required, useful or for decoration as deemed convenient.

ELEVENTH: No withholding of rental payments.- “LEASEHOLDER” may not withhold for any reason whatsoever any rental payments, unless “THE OWNER” disturbs or prevents the possession of the leased properties hereunder.

TWELFTH: “LEASEHOLDER” damage responsibilities.- “THE LEASEHOLDER” agrees in that it will be responsible for any damages caused to the leased properties; said damages will be fixed by “THE LEASEHOLDER”.

THIRTEENTH: Obligations by “THE OWNER”.- “THE OWNER” will be responsible of the following obligations:

1st.- Not to obstruct the use, in any way whatsoever, of the properties hereunder.

2nd.- Secure the use and pacific enjoyment of the properties hereunder and,

3rd.- Be responsible for any damages incurred by “THE LEASEHOLDER” due to hidden defects on the leased properties.

FOURTEENTH: Obligations of “THE LEASEHOLDER”.- “THE LEASEHOLDER” shall be responsible of the following:

1st.- Make rental payments as and in the time agreed.

2nd.- Be responsible for the damages caused to the properties due to the Leaseholder’ s negligence, its employees and other third parties; and,

3rd.- To use the properties hereunder solely for the use agreed.

FIFTEENTH: Contract termination.- This contract may be terminated by:

1st.- The completion of the term agreed in this contract, when no request to extend the same is presented.

2nd.- By expressed early cancellation agreement reached between “THE PARTIES” .

3rd.- For the breach of contract by any of “THE PARTIES” of any of the clauses contained by the same.

4th.- Due to the total loss or destruction of the leased properties.

SIXTEENTH: Jurisdiction.- For the interpretation and enforcement of this contract, “THE PARTIES” agree to be subject to the civil courts of this city.

SEVENTEENTH: Addresses.- For any legal notices or otherwise as required and arose from this contract, “THE PARTIES” provide the following addresses:

“THE OWNER”: Juarez Ave. No. 2555, Ampliación Hidalgo District in this city.

“THE LEASEHOLDER”: Del Rosario Street Number 363, Fraccionamiento Costa Azul in this city.

Read as it was this contract by “THE PARTIES” and aware of the contents and legal extent of the same, they sign it in the City of Ensenada, Baja California, on the 23rd day of the month of December of the year 2012 (two thousand twelve)

“THE OWNER”

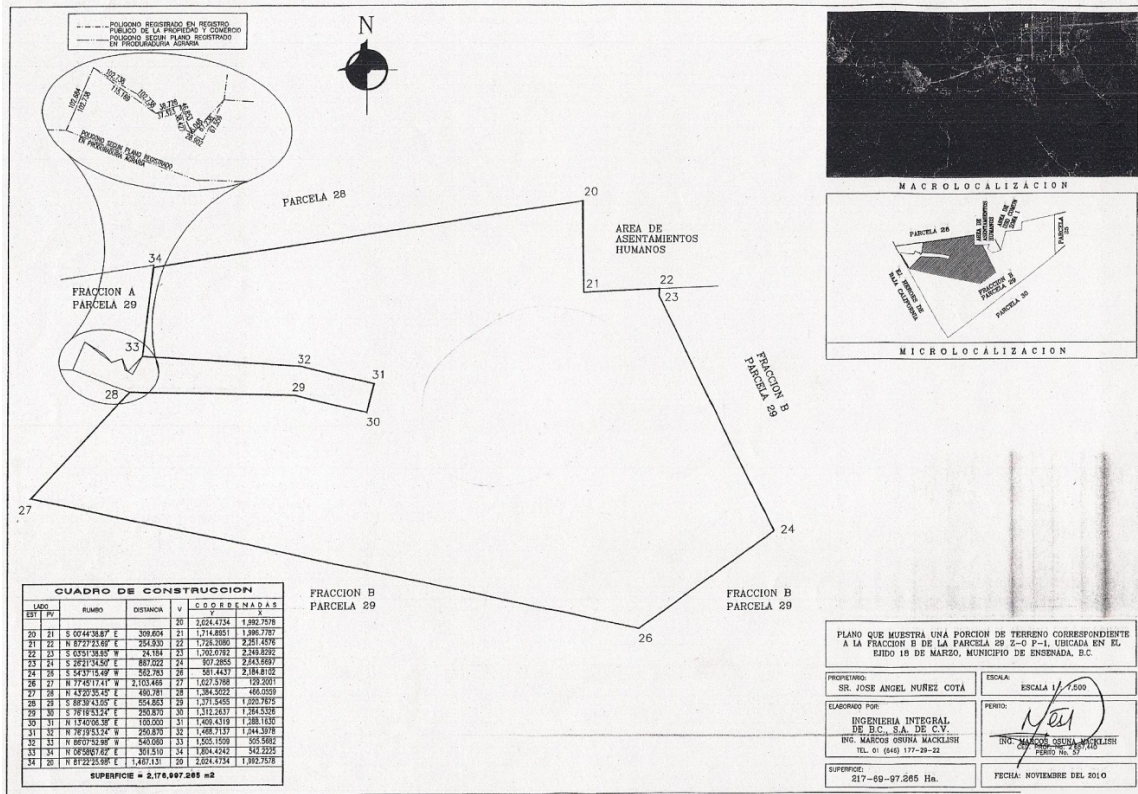
/s/ Martha Alvarez Echeverria
MARTHA ALVAREZ ECHEVERRIA

“THE LEASEHOLDER”

/s/ Jack Wagenti
AMERICAN INTERNATIONAL VENTURES, INC”
By its legal agent

WITNESS WITNESS





CUADRO DE CONSTRUCCION

| LADO | EST | PV | RUMBO | DISTANCIA | V | C O O R D E E N A D A S | |
|------|-----|------------------|-----------|-----------|--------------------------------------|-------------------------|---|
| | | | | | | X | Y |
| 20 | 21 | S 02°44'38.87" E | 309.604 | 21 | 1,714.8853 | 1,988.7787 | |
| 21 | 22 | N 89°22'12.89" E | 294.930 | 22 | 1,725.7085 | 2,291.8292 | |
| 22 | 23 | S 03°51'38.89" W | 24.184 | 23 | 1,702.0782 | 2,349.8292 | |
| 23 | 24 | S 28°21'34.86" E | 887.022 | 24 | 807.2855 | 2,543.8897 | |
| 24 | 25 | S 24°21'14.89" W | 592.783 | 25 | 581.4421 | 2,584.8102 | |
| 25 | 26 | N 77°48'17.41" W | 2,103.466 | 26 | 1,637.5768 | 129.2001 | |
| 26 | 27 | N 42°02'32.42" E | 480.781 | 27 | 1,384.3222 | 166.2559 | |
| 27 | 28 | S 88°50'43.89" E | 854.855 | 28 | 1,371.5455 | 1,200.7874 | |
| 28 | 29 | S 78°18'53.34" E | 250.870 | 29 | 1,112.5637 | 1,264.5326 | |
| 29 | 30 | N 13°40'06.88" E | 103.000 | 30 | 1,008.4768 | 1,388.1805 | |
| 30 | 31 | N 78°18'53.34" W | 250.870 | 31 | 1,488.7137 | 1,244.3078 | |
| 31 | 32 | N 88°07'53.86" W | 340.000 | 32 | 1,525.1599 | 525.5860 | |
| 32 | 33 | N 08°28'07.87" E | 301.910 | 33 | 1,804.4242 | 542.3225 | |
| 33 | 34 | N 81°22'25.98" E | 1,487.131 | 34 | 2,024.4754 | 1,392.7578 | |
| | | | | | SUPERFICIE = 2,176,697.285 m2 | | |

PLANO QUE MUESTRA UNA PORCION DE TERRENO CORRESPONDIENTE A LA FRACCION B DE LA PARCELA 29 2-C-0 P-1, UBICADA EN EL EJIDO 18 DE MARZO, MUNICIPIO DE ENSENADA, B.C.

| | |
|---|--|
| PROYECTO: SR. JOSE ANGEL NURZI COTA | ESCALA: 1:500 |
| ELABORADO POR: INGENIERIA INTEGRAL DE B.C. S.A. DE C.V. ING. MARCOS OSUNA BACQUELI TEL. 01 (644) 177-29-22 | PERIODO: <i>Nei</i> ING. MARCOS OSUNA BACQUELI PERIODO 2010 |
| SUPERFICIE: 217-69-97.285 Ha. | FECHA: NOVIEMBRE DEL 2010 |