

QUEPASA CORP
Form 8-K/A
February 07, 2011

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A
Amendment No. 1

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 28, 2011

Quepasa Corporation
(Exact name of registrant as specified in its charter)

Nevada
(State or other Jurisdiction of
Incorporation)

001-33105
(Commission File Number)

86-0879433
(IRS Employer Identification No.)

324 Datura Street, Ste. 114
West Palm Beach, FL
(Address of principal
executive offices)

33401
(Zip Code)

Registrant's telephone number, including area code: (561) 366-1249

(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))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Explanatory Note: This Current Report on Form 8-K Amendment No. 1 to the Form 8-K filed on February 2, 2011 is being filed to furnish the Securities Purchase Agreement dated January 28, 2011.

Item
1.01 Entry into a Material Definitive Agreement.

On January 28, 2011, Quepasa Corporation (the “Company”) entered into a Stock Purchase Agreement (the “Agreement”) with XtFt Games S/S Ltda (“XtFt”), the owner of substantially all of the assets of TechFront Desenvolvimento de Software S/S Ltda, a Brazilian company (“TechFront”). Under the terms of the Agreement, the Company will acquire all of the outstanding equity interests of XtFt and will pay XtFt owners \$3,700,000 of the Company’s common stock which shall be valued at the lower of: (i) the average closing price per share for the ten trading days prior to January 28, 2011 and (ii) the closing price on the date of closing the Agreement. In addition, the Company will pay a \$300,000 brokerage fee and a potential earnout fee of 250,000 shares of the Company’s common stock based on XtFt achieving specific performance milestones. Further, the Company is required to provide XtFt with \$1,000,000 of working capital and will provide any additional working capital the Company’s management deems appropriate. The closing of the Agreement is subject to customary closing conditions and delivery of audited financial statements to the Company. In connection with the Agreement, on February 1, 2011, the Company entered into a Secured Revolving Line of Credit Agreement (“Credit Agreement”) with TechFront and agreed to lend up to \$500,000 which is part of the \$1,000,000 discussed above. Advances under the Credit Agreement may be used to pay off certain loans and shall bear interest at the LIBOR rate at the time of issuance of each note. The notes and interest shall become due and payable on February 1, 2017. The Credit Agreement is secured by certain U.S. and Brazilian Trademarks of TechFront.

Item
9.01 Financial Statements and Exhibits.

Exhibit
No. Exhibit

10.1 Securities Purchase Agreement dated January 28, 2011*

* The confidential disclosure schedules are not filed in accordance with SEC Staff policy, but will be provided to the Staff upon request. The agreement contains representations and warranties, which are qualified by the following factors:

- (i) the representations and warranties contained in the agreement were made for the purposes of allocating contractual risk between the parties and not as a means of establishing facts;
- (ii) the agreement may have different standards of materiality than standards of materiality under applicable securities laws;
- (iii) the representations are qualified by a confidential disclosure schedule that contains nonpublic information that is not material under applicable securities laws;
- (iv) facts may have changed since the date of the agreement; and
- (v) only parties to the agreement and specified third-party beneficiaries have a right to enforce the agreements.

Notwithstanding the above, any information contained in a schedule that would cause a reasonable investor (or that a reasonable investor would consider important in making a decision) to buy or sell our common stock has been included. We have been further advised by our counsel that in all instances the standard of materiality under the federal securities laws will determine whether or not information has been omitted; in other words, any information that is not material under the federal securities laws may be omitted. Furthermore, information which may have a

different standard of materiality would nonetheless have been disclosed if material under the federal securities laws.

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.

QUEPASA CORPORATION

Date: February 7, 2011

By: /s/ Michael Matte
Name: Michael Matte
Title: Chief Financial Officer