

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## ClickStream Corp

**Form: 8-K**

**Date Filed: 2008-11-24**

Corporate Issuer CIK: 1393548

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 reported)

November 24, 2008

**MINE CLEARING CORP.**

(Exact name of registrant as specified in its charter)

**Nevada**

**000-52944**

**00-0000000**

(State or other jurisdiction  
of incorporation)

(Commission File Number)

(I.R.S. Employer Identification No.)

**#640 – 801 6<sup>th</sup> Ave. SW, Calgary, Alberta, Canada**

**T2P 3W2**

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code **(403) 681-6249**

**Peak Resources Incorporated**

(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))

**INFORMATION TO BE INCLUDED IN REPORT**

**Item 1.01 - Entry into a Material Definitive Agreement.**

Pursuant to the terms and conditions of a management agreement, Mine Clearing Corp. has retained the services of Mr. Al Carruthers for a term of 24 months beginning November 18, 2008 and expiring on November 17, 2010. Al Carruthers will provide his services as the Vice President - Industry Development of Mine Clearing and his international affairs and business development expertise to Mine Clearing in connection with its business activities. Mine Clearing will pay Al Carruthers US\$2,500 per month for providing such services and will reimburse Al Carruthers for any reasonable out-of-pocket expenses that he incurs in fulfilling the terms of this agreement. Also, if Mine Clearing adopts a stock option plan Al Carruthers will be ensured enrolment in such plan commensurate with his position and service to Mine Clearing. Either party may terminate the agreement with 60 days' notice. If Mine Clearing severs Al Carruthers from his executive position without cause Al Carruthers will be entitled to severance of two months plus any expenses owed at the time of severance. See Exhibit 10.13 – Management Agreement for more details.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

<b>Exhibit</b>	<b>Description</b>	
10.13	Management Agreement dated November 18, 2008 between Mine Clearing Corp. and Mr. Al Carruthers.	Included

**SIGNATURES**

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

**MINE CLEARING CORP.**

**Dated:** November 24, 2008  
**Larry Olson**  
**Principal Executive Officer**

By: /s/ Larry Olson

**Exhibit 10.13**

**MINE CLEARING CORP.**

**MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT dated for reference Nov18, 2008 is between **Mine Clearing Corp.**, a Nevada corporation ("MCC") with an office at Suite 417 – 1121 6<sup>th</sup> Avenue, Calgary, Alberta, T2P 5J4, Canada, and **Al Carruthers** of 153 Hull Crescent, Medicine Hat, Alberta, T1C 1C9, Canada.

WHEREAS Al Carruthers has recognized experience and contacts of benefit to MCC, AND WHEREAS Al Carruthers agreed to be engaged to provide services as Vice President - Industry Development to MCC, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, and the following mutual promises, the parties agree that:

1. **Services.** Al Carruthers brings his demining industry contacts and experience expertise to MCC in connection with its desired business and Al Carruthers agrees to provide such services for the term of this agreement.
2. **Compensation.** MCC will pay Mr. Carruthers US\$2,500 dollars per month for the term of this agreement. A salary review will be conducted following a 3 month probationary period. Additional salary reviews will be conducted bi-annually or on an as needed basis. Should MCC adopt a stock option plan Mr. Carruthers will be ensured enrolment in such plan commensurate with his position and service to MCC.
3. **Expenses.** MCC will reimburse Al Carruthers for any reasonable out-of-pocket expenses that he incurs in fulfilling the terms of this agreement, including reimbursement for office expenses (cell phone, internet charges).
4. **Term.** The term of this agreement will be 24 months and this agreement will be deemed effective on November 18, 2008 and will expire on November 17, 2010.
5. **Severance.** Should MCC sever Al Carruthers from his executive positions without cause, Al Carruthers will be entitled to 2 months' severance and any expenses owed at the time of severance.
6. **Confidentiality.**
  - a. Al Carruthers will hold in the strictest confidence any information about MCC or any other affiliated entity that he acquires in the performance of his duties under this agreement or otherwise, unless MCC or an affiliate has publicly disclosed the information or authorized Al Carruthers to disclose it in writing, and will use his best efforts and precautions to prevent the unauthorized disclosure of confidential information. This confidentiality provision survives the termination of this agreement and Al Carruthers's position as Vice President – Industry Development. Al Carruthers acknowledges the importance and value of confidential information, that the unauthorized disclosure of any confidential information could cause irreparable harm to MCC or its affiliates, and that monetary damages are an inadequate compensation for Al Carruthers's breach of this agreement.
  - b. Accordingly, MCC and its affiliates may, in addition to and not in limitation of any other rights, remedies or damages available to it in law or equity, obtain a temporary restraining order, a preliminary injunction or a permanent injunction in order to prevent Al Carruthers from breaching or threatening to breach this agreement.

- 7. Representations and warranties.** Al Carruthers represents and warrants that he has the management skills and experience required to fulfil the duties of Vice President – Industry Development of MCC and to advise MCC on its business activities.
- 8. Termination.** Either party may terminate this agreement any time for any reason by delivering a written notice of termination to the other party 60 days before the termination date. MCC will only be liable to pay Al Carruthers for the 60 days unless terminated without cause.
- 9. No waiver.** No failure or delay of MCC in exercising any right under this agreement operates as a waiver of the right. MCC's rights under this agreement are cumulative and do not preclude MCC from relying on or enforcing any other legal or equitable right or remedy.
- 10. Time.** Time is of the essence.
- 11. Jurisdiction.** This agreement is governed by the laws of the State of Nevada and the Province of Alberta.
- 12. Severability.** If any part of this agreement that is held to be void or otherwise unenforceable by a court or proper legal authority, then that part is deemed to be amended or deleted from this agreement, and the remainder of this agreement is valid or otherwise enforceable.
- 13. Notice.** Any notice required by or in connection with this agreement be in writing and must be delivered to the parties by hand or transmitted by fax to the address and fax number given for the parties in the recitals. Notice is deemed to have been delivered when it is delivered by hand or transmitted by fax.
- 14. Counterparts.** This agreement may be signed in counterparts and delivered to the parties by fax, and the counterparts together are deemed to be one original document.

THE PARTIES' SIGNATURES below are evidence of their agreement.

**Mine Clearing Corp.**

*/s/ Authorized Signatory*  
Authorized Signatory

*/s/ Al Carruthers*  
**Al Carruthers**



**MINE CLEARING CORP.**

**MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT dated for reference Nov18, 2008 is between **Mine Clearing Corp.**, a Nevada corporation ("**MCC**") with an office at Suite 417 – 1121 6<sup>th</sup> Avenue, Calgary, Alberta, T2P 5J4, Canada, and **AI Carruthers** of 153 Hull Crescent, Medicine Hat, Alberta, T1C 1C9, Canada.

WHEREAS AI Carruthers has recognized experience and contacts of benefit to MCC, AND WHEREAS AI Carruthers agreed to be engaged to provide services as Vice President - Industry Development to MCC, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, and the following mutual promises, the parties agree that:

1. **Services.** AI Carruthers brings his demining industry contacts and experience expertise to MCC in connection with its desired business and AI Carruthers agrees to provide such services for the term of this agreement.
2. **Compensation.** MCC will pay Mr. Carruthers US\$2,500 dollars per month for the term of this agreement. A salary review will be conducted following a 3 month probationary period. Additional salary reviews will be conducted bi-annually or on an as needed basis. Should MCC adopt a stock option plan Mr. Carruthers will be ensured enrolment in such plan commensurate with his position and service to MCC.
3. **Expenses.** MCC will reimburse AI Carruthers for any reasonable out-of-pocket expenses that he incurs in fulfilling the terms of this agreement, including reimbursement for office expenses (cell phone, internet charges).
4. **Term.** The term of this agreement will be 24 months and this agreement will be deemed effective on November 18, 2008 and will expire on November 17, 2010.
5. **Severance.** Should MCC sever AI Carruthers from his executive positions without cause, AI Carruthers will be entitled to 2 months' severance and any expenses owed at the time of severance.
6. **Confidentiality.**
  - a. AI Carruthers will hold in the strictest confidence any information about MCC or any other affiliated entity that he acquires in the performance of his duties under this agreement or otherwise, unless MCC or an affiliate has publicly disclosed the information or authorized AI Carruthers to disclose it in writing, and will use his best efforts and precautions to prevent the unauthorized disclosure of confidential information. This confidentiality provision survives the termination of this agreement and AI Carruthers's position as Vice President – Industry Development. AI Carruthers acknowledges the importance and value of confidential information, that the unauthorized disclosure of any confidential information could cause irreparable harm to MCC or its affiliates, and that monetary damages are an inadequate compensation for AI Carruthers's breach of this agreement.
  - b. Accordingly, MCC and its affiliates may, in addition to and not in limitation of any other rights, remedies or damages available to it in law or equity, obtain a temporary restraining order, a preliminary injunction or a permanent injunction in order to prevent AI Carruthers from breaching or threatening to breach this agreement.

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- 14. Counterparts.** This agreement may be signed in counterparts and delivered to the parties by fax, and the counterparts together are deemed to be one original document.

THE PARTIES' SIGNATURES below are evidence of their agreement.

**Mine Clearing Corp.**

*/s/ Authorized Signatory*  
\_\_\_\_\_  
Authorized Signatory

*/s/ AI Carruthers*  
\_\_\_\_\_  
**AI Carruthers**

