

**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 event reported) March 19, 2012

**ATLANTIC RESOURCES INC.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u>	<u>000-53848</u>	<u>30-0692325</u>
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
<u>591 Camino de la Riena, Suite 802, San Diego, California</u>		<u>92108</u>
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code (619) 688-6505

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 Entry into a Material Definitive Agreement.**

On March 19, 2012, Atlantic Resources Inc. (the "Company") entered into a bridge loan agreement and promissory note with Skanderbeg Capital Partners Inc. ("Skanderbeg"). Under the terms of the bridge loan agreement, Skanderbeg Capital has agreed to loan the Company US\$25,000 to facilitate the assignment to the Company of Skanderbeg's interest in an option agreement related to the La Buena Project in Mexico (the "Transaction").

The principal amount of the loan is due and payable in March 2013 if the Transaction is not completed. Upon the signing of a definitive agreement between the Company and Skanderbeg for the Transaction, the bridge loan will be applied to Skanderbeg's investment obligations under that agreement and the promissory note will no longer be valid.

The bridge loan shall bear interest at the rate of Prime +1% per annum, payable on the maturity date.

**Item 9.01 Financial Statements and Exhibits.**

10.1 Bridge Loan Agreement with Skanderbeg Capital Partners Inc. dated March 19, 2012

**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.

**ATLANTIC RESOURCES INC.**

*/s/ John H. Schweitzer*

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John H. Schweitzer  
President and Director

Date: March 19, 2012

# SKANDERBEG

CAPITAL PARTNERS INC.



March 19, 2012

Atlantic Resources Inc.  
591 Camino de la Riena Suite 802  
San Diego, CA 92108

**Attention: John Schweitzer**

Dear Sirs:

**Re: Bridge Loan**

This letter will serve to confirm our agreement wherein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have agreed to loan US \$25,000 (the "Loan") to Atlantic Resources Inc. ("Atlantic"), on the following terms and conditions in order to facilitate the assignment to Atlantic of our interest in an option agreement dated February 28, 2012 with San Marco Resources Inc. in regards to the "La Buena Project" (the "Project") located in Mexico (the "Transaction");

1. The principal amount of the Loan, shall be due and payable on March 19, 2013 (the "Maturity Date"), if the Transaction has not been completed. Upon signing of a definitive agreement between Atlantic and Skanderbeg for the Transaction, this Loan will be applied to Skanderbeg's (or an affiliate's) investment obligations under that agreement and the Promissory Note will no longer be valid.
2. The Loan shall bear interest at the rate of Prime + 1% per annum, payable on the Maturity Date.
3. Atlantic may repay any or all outstanding amounts of principal and interest at any time, without penalty.
4. Provided that the parties fulfill all of their obligations required to be performed by such party pursuant to the terms of the definitive agreement covering the Transaction or as otherwise agreed to in writing between the parties, the parties agree that for a period from the date of this Agreement until the earliest of:

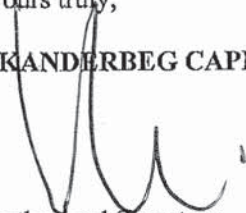
- (a) Payment of the Loan in full; or
- (b) the date that a Transaction is consummated between the parties hereto,  
other than in connection with a Transaction mutually agreed to by the parties hereto (a "Permitted Transaction"), Atlantic, Skanderbeg and their respective Representatives will not, directly or indirectly:
  - (c) dispose of the Project or direct or indirect rights to acquire the Project;
  - (d) otherwise encumber the Project;
  - (e) in any way solicit any person or entity with respect to any transaction involving the Project;
  - (f) offer to sell all or any part of Atlantic's securities to the other party;
  - (g) in any way solicit proxies to vote, or seek to advise or influence any person or entity with respect to the voting of, any securities of the other party; or
  - (h) contact or otherwise communicate with any shareholder of the other party with a view to discussing any direct or indirect purchase of securities of the other party, other than by, or subsequent to, the delivery of a takeover bid circular, proxy circular or similar disclosure document to all shareholders of the other party pursuant to a Permitted Transaction

- 5. "Representatives" of a party means the directors, employees, affiliates, subsidiaries, shareholders, advisors, agents and representatives of such party, and shall also include directors and employees of the affiliates, subsidiaries and shareholders of such party.
- 6. The obligations of Atlantic will be evidenced by a promissory note in the form attached hereto and shall terminate upon completion of the Transaction prior to the Maturity Date.

Accepting that the above accurately details your understanding of our agreement in this regard could you please execute this letter where indicated and return same at your early convenience.

Yours truly,

**SKANDERBEG CAPITAL PARTNERS INC.**



Authorized Signatory

Acknowledged and agreed to this 19<sup>th</sup> day of March, 2012 by:

**ATLANTIC RESOURCES INC.**

Per:

A handwritten signature in black ink, appearing to be 'John Schweitzer', written over a horizontal line.

John Schweitzer, CEO

PROMISSORY NOTE

US\$25,000

March 19, 2012

**SKANDERBEG CAPITAL PARTNERS INC.**

Suite 700 – 510 West Hastings Street  
Vancouver, BC V6B 1L8

FOR VALUE RECEIVED, Atlantic Resources Inc. (“Atlantic”) promises to pay to the order of Skanderbeg Capital Partners Inc. (the “Lender”) the Principal Sum of US \$25,000 in lawful currency of the United States of America (the “Principal Sum”).

It is understood and agreed that Atlantic shall pay to the Lender all of the principal and accrued interest evidenced by this Promissory Note on, or before, March     , 2013.

The Principal Sum or such amount as shall remain outstanding from time to time shall bear interest thereon, calculated annually, not in advance, at a rate of Prime + 1% percent per annum commencing on the day the Principal Sum is advanced by the Lender to Atlantic and shall be payable on maturity. In the event of any partial repayments made on the Principal Sum, such payments shall be applied firstly towards accrued interest and then towards the Principal Sum.

This Promissory Note is being issued in accordance with and is subject to the terms of a letter agreement entered into between the undersigned and the Lender dated as March 19, 2012.

The undersigned shall have the privilege of prepaying in whole or in part the Principal Sum and accrued interest.

Presentment, protest, notice of protest and notice of dishonour are hereby waived.

**Atlantic Resources Inc.**



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Signature

\_\_\_\_\_  
John Schweitzer, CEO

Name of Signatory and Title