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: September 16, 2011

(Date of earliest event reported)

Arête Industries, Inc.

(Exact name of registrant as specified in its charter)

COLORADO	**33-16820-D**	**84-1508638**
(State or other jurisdiction of incorporation)	*(Commission File Number)*	*(IRS Employer Identification No.)*

P.O. Box 141

Westminster, Colorado 80036

(Address of principal executive offices) (Zip Code)

(303) 427-8688

(Registrant's telephone number, including area code)

Not Applicable

(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 September 16, 2011, Arête Industries, Inc. (the "Registrant") entered into the Second Amendment to Amended and Restated Purchase and Sale Agreement, attached hereto as Exhibit 10.9 and incorporated herein by reference (the "Amendment"), with Tucker Family Investments, LLLP ("TFI"), DNR Oil & Gas, Inc. ("DNR"), Tindall Operating Company ("Tindall"), and Tucker Energy, LLC ("Tucker"). Tucker and DNR may be referred to collectively as the "Sellers". Charles B. Davis, a director of the Registrant is the president of DNR.

The Amendment, among other things, amends the Amended and Restated Purchase and Sale Agreement, dated July 29, 2011 and amended August 12, 2011, between the Registrant, the Sellers, TFI and Tindall (the "Agreement"). The Amendment extends the date of the second installment payment under the Agreement from September 15, 2011 to September 30, 2011. The Amendment also moves up the date of the final installment payment under the Agreement from October 15, 2011 to September 30, 2011.

ITEM 7.01 REGULATION FD DISCLOSURE

On September 16, 2011, the Registrant issued a press release announcing its current activities, which is attached hereto as Exhibit 99.1.

The information in Item 7.01 and Exhibit 99.1 attached hereto are furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability under that section, nor shall they be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing. By filing this current report on Form 8-K and furnishing this information in Item 7.01 and Exhibit 99.1 attached hereto, the Registrant makes no admission as to the materiality of such information in this current report that is required to be disclosed solely by reason of Regulation FD.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits:

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit No.	Description
10.9	Second Amendment to Amended and Restated Purchase and Sale Agreement, dated September 16, 2011, among Arête Industries, Inc., Tucker Family Investments, LLLP, DNR Oil & Gas, Inc., Tindall Operating Company and Tucker Energy, LLC.
99.1	Arête Industries, Inc. Press Release dated September 16, 2011 (Furnished).

SIGNATURE

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.

ARÊTE INDUSTRIES, INC.

By: /s/ Donald W. Prosser
Name: Donald W. Prosser
Date: September 21, 2011 Title: Chief Executive Officer and Director

EXHIBIT INDEX

Exhibit No.	Description
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99.1	Arête Industries, Inc. Press Release dated September 16, 2011 (Furnished).

Exhibit 10.1

SECOND AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED PURCHASE AGREEMENT ("Second Amendment") is dated September 16, 2011, but effective April 1, 2011 ("Effective Date"), and is by and among Tucker Family Investments, LLLP, a Colorado limited liability limited partnership ("Tucker"); DNR Oil & Gas, Inc., a Colorado corporation ("DNR"); Tindall Operating Company, a Colorado corporation ("Tindall"), and Tucker Energy, LLC, a Colorado limited liability company ("Tucker Energy"), whose collective address is 12741 E. Caley, Unit 142, Englewood, Colorado 80111; and Arête Industries, Inc., 7260 Osceola Street, Westminster, CO 80030, ("Buyer"). Tucker Energy and DNR may be referred to collectively as "Sellers." Sellers, Buyer, Tindall, and Tucker may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties executed that certain Amended and Restated Purchase and Sale Agreement dated July 29, 2011, but effective April 1, 2011 ("PSA").

B. The Parties executed that certain First Amendment to the PSA dated August 12, 2011 but effective April 1, 2011 (the "First Amendment").

C. Article 2.1(B)(2) of the PSA required Buyer to pay Sellers on or before September 15, 2011, the amount of Three Million Two Hundred Thousand and 00/100 Dollars ($3,200,000.00) plus interest at the rate set forth in the PSA on the average outstanding principal balance during the preceding month (collectively, the "Second Installment Payment").

D. The Parties executed a Satisfaction of Agreement Regarding Application of Proceeds entered into effective as of August 23, 2011 ("Satisfaction Agreement"). In paragraph 4 of the Satisfaction Agreement, the Parties agreed that Sellers shall apply a remaining balance of Buyer's Proceeds of $1,330,188.28 to the principal amount due to the Sellers as a part of the Second Installment Payment as of August 23, 2011. Additional principal and interest remained due and owing to the Sellers as a part of the Second Installment Payment as of August 23, 2011.

E. Buyer now seeks, and Sellers are willing to grant, an extension of time until September 30, 2011 for Buyer to deliver the remaining additional principal and interest due and owing to the Sellers as a part of the Second Installment Payment.

F. Article 2.1(B)(3) of the PSA requires Buyer to pay Sellers, on or before October 15, 2011, the amount of Three Million Two Hundred Thousand and 00/100 Dollars ($3,200,000.00) plus interest at the rate set forth in the PSA on the average outstanding principal balance during the preceding month (collectively, the "Final Installment Payment"). The Parties have agreed to amend Article 2.1(B)(3) of the PSA to require Buyer to deliver the Final Installment Payment to Sellers on or before September 30, 2011.

AGREEMENT

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

1.0 **Amendment of Article 2.1(B)(2).** The Parties agree that Article 2.1(B)(2) of the PSA shall be amended to extend until September 30, 2011, the deadline by which the Buyer must deliver the remaining additional principal and interest due and owing to the Sellers as a part of the Second Installment Payment.

2.0 **Amendment of Article 2.1(B)(3).** The Parties agree that Article 2.1(B)(3) of the PSA shall be amended to change the deadline to September 30, 2011, for the Final Installment Payment to be delivered by Buyer to Sellers.

Except as expressly set forth herein, all other terms and provisions of the PSA, as amended, shall remain unchanged and in full effect. The Parties have executed this Second Amendment as of September 16, 2011, effective as of the Effective Date.

TUCKER FAMILY INVESTMENTS, LLLP

By: /s/ R. Lee Tucker
Name: R. Lee Tucker
Title: Limited Partner

TINDALL OPERATING COMPANY

By: /s/ R. Lee Tucker
Name: R. Lee Tucker
Title: President

SELLERS:

TUCKER ENERGY, LLC

By: /s/ R. Lee Tucker
Name: R. Lee Tucker
Title: Limited Partner

DNR OIL & GAS, INC.

By: /s/ Charles B. Davis
Name: Charles B. Davis
Title: President

BUYER:

ARÊTE INDUSTRIES, INC.

By: /s/ Donald W. Prosser
Name: Donald W. Prosser
Title: CEO

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Exhibit 99.1

Press Release Source: Arête Industries, Inc.

Arete Industries, Inc. Receives Funding Commitment to Close Acquisition

Friday, September 16, 2011

WESTMINSTER, Colorado, September 16, 2011 (GLOBE NEWSWIRE) - Arête Industries, Inc. (OTCQB:ARET) - News) today announced it has received an extension of its second monthly payment originally due on September 15, 2011, to the sellers under the oil and gas property Purchase and Sale Agreement dated July 29, 2011, but effective April 1, 2011. The payment due on September 15, 2011 and the final due on October 15, 2011 are now due on or before September 30, 2011 as part of the extension agreement. The final payment, if paid on September 30, 2011, will be approximately $5,120,000.

The Company also announced it is in the final stages of securing the funding commitments to close the Purchase and Sale Agreement on or before September 30, 2011. Although the Company is confident it will be able to obtain the necessary financing, such occurrence cannot be assured.

Donald Prosser, Chairman and Chief Executive Officer of Arête Industries, Inc. commented, “Closing on the acquisition of certain oil and gas assets is a major milestone for the Company. The completion of the funding and closing of the acquisition will also enable Arête to apply for listing on a major exchange.”

Make sure you are first to receive timely information on Arête Industries when it hits the newswire. Sign up for Arête’s email news alert system today at: http://www.areteindustries.com/alerts

About the Company

The Company is the operator of a gas gathering system and holds oil and gas properties in the Rocky Mountain Region of the United States. For additional information on the Company visit our website at http://www.areteindustries.com/

Statement as to Forward Looking Statements.

Certain statements contained herein, which are not historical, are forward-looking statements that are subject to risks and uncertainties not known or disclosed herein that could cause actual results to differ materially from those expressed herein. These statements may include projections and other "forward-looking statements" within the meaning of the federal securities laws. Any such projections or statements reflect Arête's current views about future events and financial performance. No assurances can be given that such events or performance will occur as projected and actual results may differ materially from those projected. Important factors that could cause the actual results to differ materially from those projected include, without limitation, whether the Company will be able to revise referenced financing to close its asset purchase referenced above. the Company's dependence on its management, the Company's lack of capital, changes in prices for crude oil and natural gas, the ability of management to execute plans to meet the Company's goals and other risks inherent in the Company's businesses that are detailed in the Company's Securities and Exchange Commission ("SEC") filings. Readers are encouraged to review these risks in our SEC filings.

For Further Information Contact:

Arête Investor Relations:
Gerald Kieft
The WSR Group
772-219-7525
IR@theWSRgroup.com

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Source: Arete Industries, Inc.