
**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): July 5, 2018

DISCOVERY ENERGY CORP.

(Exact name of registrant as specified in its Charter)

Nevada

(State or other jurisdiction
of Incorporation)

000-53520

(Commission
File Number)

98-0507846

(IRS Employer
Identification Number)

One Riverway Drive, Suite 1700
Houston, Texas 77056
713-840-6495

(Address and telephone number of principal executive offices, including zip code)

(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 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On November 1, 2017, we entered into a consulting agreement (the “*Agreement*”) with Keith D. Spickelmier, the Chairman of our Board of Directors. The Agreement has a two-year term, commencing on March 1, 2017 and ending on February 28, 2019. For Mr. Spickelmier’s provision of services, the Agreement originally required us to pay to Mr. Spickelmier \$125,000 for our fiscal commencing on March 1, 2017 and ending on February 28, 2018 and another \$125,000 for our fiscal commencing on March 1, 2018 and ending on February 28, 2019. The timing of these payments is subject to the reasonable agreement of the parties, barring which each such payment shall be made on the last day of the related fiscal year.

On July 5, 2018, we entered into a first amendment to the Agreement. Per this amendment, we agreed to increase the consulting fees for Mr. Spickelmier for our fiscal commencing on March 1, 2018 and ending on February 28, 2019 from an aggregate of \$125,000 to an aggregate of \$160,000, a \$35,000 increase. Other than for the preceding, the Agreement was not amended in any other respect.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

The information included in Item 1.01 of this Report is also incorporated by reference into this Item 5.02 of this Report to the extent necessary.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

Exhibit Number	Exhibit Title
10.1	<u>First Amendment dated July 5, 2018 to Consulting Agreement made and entered into as of the 1st day of November 2017 but effective as of the 1st day of March 2017 by and between Keith D. Spickelmier and the Company</u>

SIGNATURES

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

DISCOVERY ENERGY CORP.,
(Registrant)

Date: July 9, 2018

By: /s/ Keith J. McKenzie
Keith J. McKenzie,
Chief Executive Officer

FIRST AMENDMENT TO CONSULTING AGREEMENT

THIS FIRST AMENDMENT TO CONSULTING AGREEMENT (the "First Amendment") is made and entered into as of the 5th day of July 2018 by and between Keith D. Spickelmier ("Consultant") and Discovery Energy Corp., a Nevada corporation (the "Company").

RECITALS:

WHEREAS, the Company and Consultant entered into a Consulting Agreement effective as of the 1st day of March 2017 (the "Original Agreement"); and

WHEREAS, the Company and Consultant desire to amend the Original Agreement upon the terms, provisions and conditions set forth hereinafter;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto hereby agree as follows (all undefined, capitalized terms used herein shall have the meanings assigned to such term in the Original Agreement):

1. Amendment to the Original Agreement . Subsection (a) to Section 2 shall be amended to read in its entirety as follows:

“(a) As compensation for providing the Services, the Company shall pay to Consultant \$125,000 for Fiscal 2018 and \$160,000 for Fiscal 2019. Payments of the preceding consulting fees shall be paid at such times and in such amounts as the Company and Consultant shall reasonably agree, or barring such an agreement by December 31, 2017 in the case of the fee for Fiscal 2018 and December 31, 2018 in the case of the fee for Fiscal 2019.”

2. Miscellaneous . Except as otherwise expressly provided herein, the Original Agreement is not amended, modified or affected by this First Amendment. Except as expressly set forth herein, all of the terms, conditions, covenants, representations, warranties and all other provisions of the Original Agreement are herein ratified and confirmed and shall remain in full force and effect. On and after the date on which this First Amendment becomes effective, the terms, "Agreement," "herein," "hereunder" and terms of like import, when used herein or in the Original Agreement shall, except where the context otherwise requires, refer to the Original Agreement, as amended by this First Amendment. This First Amendment may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof, each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument. This First Amendment shall be deemed fully executed and delivered when duly signed by the signatories and delivered via "PDF" or facsimile transmission.

IN WITNESS WHEREOF, the undersigned have set their hands hereunto as of the first date written above.

"COMPANY"

"CONSULTANT"

DISCOVERY ENERGY CORP.

By: /s/ Keith J. McKenzie
Keith J. McKenzie, CEO

/s/ Keith Spickelmier
Keith D. Spickelmier