
**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): June 9, 2016 (June 8, 2016)

QUANTUM MATERIALS CORP.

(Exact name of registrant as specified in its charter)

Nevada

(state or other jurisdiction
of incorporation)

000-52956

(Commission
File Number)

20-8195578

(IRS Employer
Identification Number)

**3055 Hunter Road
San Marcos, TX**

(address of principal executive offices)

78666

(zip code)

214-701-8779

(registrant's telephone number, including area code)

(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 (see General Instruction A.2. below):

- 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))
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Item 1.01 Entry into a material definitive agreement.

Solterra Renewable Technologies, Inc. (“Solterra”), a wholly-owned subsidiary of Quantum Materials Corp. (the “Company”), has entered into amended licensing agreement with The University of Arizona (“UA”). The sole purpose of the amendment is to adjust the minimum annual royalty due date schedule.

The Company had previously announced that it was working with UA to amend the licensing agreement in its Form 10-Q for the three months ended March 31, 2016.

Item 9.01. Financial Statements and Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	June 8, 2016 Amendment to the License Agreement between Solterra and UA. (Filed herewith.)

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.

QUANTUM MATERIALS CORP.

Dated: June 9, 2016

/s/ Craig Lindberg

Craig Lindberg, CFO

FIFTH AMENDMENT TO THE PATENT LICENSE AGREEMENT
BETWEEN
THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA
AND
SOLTERRA RENEWABLE TECHNOLOGIES, INC.
University of Arizona File(s) UA00-032

This fifth amendment ("Amendment 5") to the license agreement between The Arizona Board of Regents on behalf of The University of Arizona, with its principal offices in Tucson, Arizona 85721 ("UNIVERSITY") and SOLTERRA RENEWABLE TECHNOLOGIES, INC., an Arizona Company with its principal place of business at 3055 Hunter Road, San Marcos, TX 78666 ("LICENSEE") is made effective on the date of the last authorized signature below ("Amendment 5 Effective Date").

WHEREAS, UNIVERSITY and LICENSEE entered into an Exclusive License Agreement executed on 12 July 2009 related to the UNIVERSITY technology file listed above and amended four times, most recently with the fourth amendment executed on 1 June 2015 ("Agreement"); and

WHEREAS, UNIVERSITY and LICENSEE desire to amend the Agreement as provided herein.

Now and therefore, UNIVERSITY and LICENSEE hereby agree as follows:

Article 3.1.b is replaced in its entirety with the following:

"3.1.b Minimum Annual Royalty: A minimum royalty according to the following schedule.

3.1.b.i The Minimum Annual Royalty payment will be creditable against Royalties due in each respective royalty year, July 1 to June 30th following the due date.

<u>Due Date</u>	<u>Minimum Royalty Due</u>
June 30, 2012	\$5,000
December 31, 2013	\$25,000
December 31, 2016	\$50,000
June 30, 2017	\$125,000
Each June 30 of every year thereafter	\$200,000

3.1.b.ii The Minimum Annual Royalty will be adjusted by the cumulative percentage change in the CPI-W Consumer Price Index between July and the June preceding the date on which the payment in question is payable."

All other terms and conditions of the Licenses shall remain unchanged and in effect.

IN WITNESS WHEREOF, the parties hereto agree to execute this Amendment 5 by the below signatures of their duly authorized officers or representatives.

LICENSEE

By: _____

Name: Stephen B. Squire

Title: President

Date: 05/19/16

UNIVERSITY

By: _____

Name: Douglas M Hockstad

Title: Sr. Director, Tech Transfer Arizona

Date: 6/8/2016