

DISCOVERY GOLD CORP

FORM 8-K (Current report filing)

Filed 04/24/12 for the Period Ending 04/19/12

Address	2460 WEST 26TH AVENUE SUITE 380C DENVER, CO, 80211
Telephone	855-450-9700
CIK	0001492448
Symbol	DCGD
SIC Code	4899 - Communications Services, Not Elsewhere Classified
Industry	Gold
Sector	Basic Materials
Fiscal Year	04/30

**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): **April 19, 2012**

NORMAN CAY DEVELOPMENT, INC.

(Exact name of Company as specified in its charter)

Nevada
(State or other jurisdiction
of Incorporation)

333-167284
(Commission File Number)

27-2616571
(IRS Employer
Identification Number)

4472 Winding Lane
Stevensville, MI 49127
(Address of principal executive offices)

Phone: (269) 429-7002
(Company's Telephone Number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 19, 2012, Shelley Guidarelli resigned as director, President, Chief Executive Officer, Treasurer and Secretary of Norman Cay Development, Inc. (the “Company”), effective immediately. Her resignation is for personal reasons and is not in connection with any known disagreement with the Company on any matter.

On April 19, 2012, the Board of Directors of the Company appointed Mr. Stephen Flechner as President, Chief Executive Officer and director of the Company, Mr. Donald Ross as director and Mr. Dean Huge, Chief Financial Officer and director of the Company as Treasurer and Secretary, effective April 19, 2012.

Stephen E. Flechner, 69, brings nearly 35 years of mining management and consulting experience to the Company. Prior to joining Norman Cay, Mr. Flechner has served numerous private and publicly traded mining companies in senior management and consultant capacities. From 1978 to 1993, he held the positions of Vice President & General Counsel of Gold Fields Mining Company, the U.S. operating subsidiary of former global mining giant Consolidated Gold Fields. During his tenure with Gold Fields, the organization grew from 12 to 1200 people while acquiring, exploring, permitting, financing, developing, and operating three highly profitable gold mines (Ortiz, Mesquite & Chimney Creek), producing an aggregate of 400,000 oz. gold/year. The Mesquite and Chimney Creek mines were subsequently acquired by Newmont Mining. Later in the 1990s, Mr. Flechner served as president of a TSX-V listed mining company that acquired and explored an early stage gold project in Ghana. Subsequently, he consulted to a TSX company regarding gold and uranium acquisitions in Europe and Nevada, culminating in a \$40 million bought deal financing. More recently, he served as president/consulting counsel of a TSX-V company which acquired South Korea’s largest past producing gold and tungsten mines (a subsidiary of Berkshire Hathaway recently agreed to joint venture the tungsten project). He currently consults with other gold exploration and development companies. Mr. Flechner is a graduate of the Yale Law School and has lectured at the Rocky Mt. Mineral Law Institute on “Environmental Laws & Regulations Governing Gold Mining.”

Donald Ross, 64, is founder and President of Discovery Gold Ghana Limited, a wholly-owned subsidiary of the Company. Prior to his involvement in the mining sector, Mr. Ross spent over 30 years as a senior operational manager with United Parcel Service (UPS), retiring in 2000 following their successful Initial Public Offering. He is currently the founder and CEO of BDM Marketing, a firm specializing in placement and financing of automobiles to individuals with poor credit.

Mr. Flechner’s compensation as President, Chief Executive Officer and director of the Company is set forth in a consulting agreement (“Agreement”) dated April 19, 2012, by and between the Company and Mr. Flechner. Pursuant to the Agreement, Mr. Flechner shall serve for an initial term of one year and subsequently continue on a yearly basis, subject to early termination upon 31 days written notice. Mr. Flechner is to receive 1,800,000 restricted shares of the Company’s common stock at the rate of 200,000 shares for each of the first four months and at the rate of 125,000 shares for each of the next eight months of the initial 12 month term. Mr. Flechner will also receive a monthly consulting fee of \$5,000, which will be increased to \$10,000 upon the Company closing on aggregate financings of \$1,000,000.

Mr. Ross currently does not receive any compensation for his services as director of the Company.

There will be no change in the terms of Mr. Huge’s services as Chief Financial Officer and director of the Company. Mr. Huge will not receive extra compensation for his services as Treasurer and Secretary of the Company.

The foregoing description of the principal terms of the Agreement is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the Agreement attached hereto as Exhibit 10.1, which is incorporated herein by this reference.

There are no understandings or arrangements between Mr. Flechner or Mr. Ross and any other person pursuant to which Mr. Flechner or Mr. Ross was selected as a director or officer. There is no family relationship between Mr. Flechner or Mr. Ross with any of our other officers and directors, or person nominated or chosen by the Company to become a director or executive officer. Except for the aforesaid the Agreement, there has not been any transaction or currently proposed transaction, in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Mr. Flechner or Mr. Ross had or will have a direct or indirect material interest since the beginning of the Company’s last fiscal year.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Consulting Agreement by and between the Company and Stephen E. Flechner dated April 19, 2012

SIGNATURE

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

Date: April 24, 2012

NORMAN CAY DEVELOPMENT, INC.

By: /s/ Dean Huge

Dean Huge

Chief Financial Officer

CONSULTING AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into effective the 19th day of April, 2012, by and between **Stephen Flechner**, located at 1337 S. Fillmore Street, Denver, Colorado 80210 (hereinafter referred to as “Consultant”) and **Norman Cay Developments, Inc.**, located at 4472 Winding Lane, Stevensville, MI., USA, 49127 (hereinafter referred to as “NCD,” or the “Company”) (together, the “Parties”).

WITNESETH:

WHEREAS: Consultant is engaged in the business of providing and rendering general business consulting and management consulting services and has knowledge and experience to render the requisite service to NCD; and

WHEREAS, NCD desires to retain Consultant for the purpose of obtaining general business and management consulting services.

NOW THEREFORE , in consideration of the mutual promises and covenants herein contained, and other valid consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Engagement

Company herewith engages Consultant and Consultant agrees to render to Company advisory management services as President, CEO and a Director of the Company (the “Services”) as follows.

- A. The consulting services to be provided shall include, but are not limited to, the establishment, management and implementation of an ongoing program to develop the Company’s currently optioned mining property, to identify further mineral properties or companies available for acquisition by the company, to advise the Company regarding suitable potential candidates to fill various positions in the Company’s senior management and board of directors, and to assist the Company in presentations and communications with the investment community interested in providing financing and investment in the Company.
- B. Company acknowledges that Contractor has now and will hereafter provide services to other private or public natural resource (including gold exploration) companies, and the Company recognizes that these companies will require a majority of Contractor’s time, including services as an officer and/or director. Company agrees that Contractor may continue to provide services to such outside interests, provided that such interests do not unreasonably conflict with the good faith provision of the Contractor’s Services under this Agreement; the Company acknowledging, however, that Contractor shall in any event commit no more than forty percent (40%) of his reasonably available working time to providing Services hereunder.

2. Term and Termination

This Agreement shall be for a Term of twelve (12) months commencing April 19, 2012; after such initial Term, this Agreement shall be automatically renewed for successive 12 month terms unless terminated upon 31 days written notice by either party. This Agreement may be terminated by either party during the initial Term or successive terms upon 31 days written notice to the other party . Any such termination shall be effective at the end of such 31 day notice period (Effective Termination Date). Termination or resignation of Contractor’s Services as an officer of Company hereunder need not include termination or resignation of Contractor as a director of Company.

Initial-Company _____ Initial-Consultant _____

In the event of any such termination hereunder all shares or funds (including expenses) to be paid or provided to Consultant hereunder through the Effective Termination Date (31 days after giving of written notice) shall be fully earned, non-assessable, and non-refundable, and shall be fully paid (as to funds) and delivered (as to stock) to Consultant. Then the parties shall have no further duties or responsibilities to each other except that the Company shall be responsible to have completed any and all payments and issuances of stock due to Consultant hereunder through the Effective Termination Date, and Consultant shall be responsible to comply with the provisions of Section 3 hereof. Concurrently with the delivery of payments and shares hereunder upon termination, Consultant shall deliver his resignation, and the parties hereto shall deliver mutual releases and discharges in favour of one another with respect to any matters or causes arising up to the Effective Termination Date of this Agreement, in terms and substance satisfactory to the parties, acting reasonably.

3. Treatment of Confidential Information

Consultant shall not disclose, without the written consent of the Company, any financial and business information concerning the business, affairs, plans and programs of the Company which are delivered by the Company to Consultant in connection with Services hereunder, provided such information is plainly and prominently marked in writing by the Company as being confidential (the "Confidential Information"). Consultant will not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated or becomes public information or (ii) Consultant is required to disclose the Confidential Information pursuant to a subpoena or other judicial order.

4. Representation by Consultant of Other Clients

Company acknowledges and consents to Consultant rendering consulting and/or other services to other current and future clients, including serving as officer and/or director of such clients, even though such clients are engaged in the same or similar business as that of Company.

5. Indemnification

Company acknowledges that Contractor, in the performance of the Services hereunder, will be required to rely upon the accuracy and completeness of information supplied by the Company's officers and/or directors. Company agrees to indemnify, hold harmless and defend Consultant (including any agents or employees) from any proceeding or suit which arises out of or is due to the inaccuracy or incompleteness of any material or information, supplied by or approved by, the Company to Consultant or others, and against any damages suffered by the Consultant as a result of being an officer or director of the Company (unless directly caused by Consultant's malfeasance). The Company undertakes to acquire officer and director liability insurance as soon as possible.

Initial-Company _____ Initial-Consultant _____

6. Independent Contractor

It is expressly agreed that Consultant is acting as an independent contractor in performing the Services hereunder. Company shall carry no workers compensation insurance or any health or accident insurance for Consultant or its agents or employees. Company shall not pay any contributions to social security, unemployment insurance, Federal or state withholding taxes nor provide any other contributions or benefits that might be customary in an employer-employee relationship.

7. Non-Assignment

This Agreement shall not be assigned by either party without the written consent of the other party, but shall enure to the benefit of successors and heirs to the parties hereto.

8. Compensation

The following represents the compensation to be paid by the Company and received by Consultant in connection with rendering the Services hereunder:

- A) Company agrees to deliver One Million Eight Hundred Thousand (1,800,000) duly authorized, non-assessable and fully paid shares of the Company's common stock (the "Shares"), restricted pursuant to Rule 144 of the Securities Act of 1933, as amended, to the Consultant at the rate of 200,000 Shares for each of the first four months and at the rate of 125,000 Shares for each of the next eight months of the initial 12 month Term hereof. Stock certificates for said Shares shall be delivered by Company to Consultant on the 19th day of each month of the initial 12 month Term, commencing upon the April 19, 2012 effective date hereof. Therefore, stock certificates for 200,000 Shares shall be delivered by Company to Consultant on each of April 19, 2012 through and including July 19, 2012, and stock certificates for 125,000 Shares shall be delivered by Company to Consultant on each of August 19, 2012 through and including March 19, 2013 (but not for any period after the Effective Termination Date in Section 2 above). Company will not treat these Shares as Company expense nor as income to Consultant except to the extent that Shares are actually liquidated by Consultant's stock market sales.
- B) Company agrees to pay a monthly consulting fee of \$5,000 USD, payable to Consultant on or before the 19th day of each month for the ensuing month. However, the \$5,000 of consulting fees due on each of April 19, May 19 and June 19, 2012 pursuant to the above sentence, shall instead be paid by Company to Consultant in two installments of \$7,500 payable on each of April 19, 2012 and May 19, 2012 (so that no payment shall be due on June 19, 2012, except to the extent that the next sentence may have become applicable). This monthly consulting fee payable by Company to Consultant shall be increased to \$10,000 USD per month upon Company closing on aggregate financings of \$1,000,000 (one million) USD .

Initial-Company _____ Initial-Consultant _____

- C) The Company shall promptly reimburse the Contractor for all reasonable business, travel, hotel, entertainment and other out-of-pocket expenses which are incurred by the Contractor in the provision of the Services hereunder. The Contractor shall provide the Company with copies of all vouchers, bills, invoices and statements relating to any expenses for which the Contractor claims reimbursement and any single expense over \$500.00 shall require the Company's written approval .
- D) The Contractor shall be entitled to participate in any incentive programs, including, without limiting the generality of the foregoing, share option plans, share purchase plans, share bonus plans or financial assistance plans, in accordance with and on terms and conditions determined by the Directors in their sole discretion. As a member of the Board of Directors of Company, Contractor shall receive stock options pursuant to the Company's Stock Option Plan at the same time as other Directors.

9. Representations and Warranties

Consultant warrants and represents that he is not subject to any sanction or restriction imposed by the SEC, FINRA, any state securities commission or department, or any other regulatory or government body or agency that would prohibit, limit or curtail his execution of this Agreement or the performances of his obligation hereunder.

Company warrants and represents that it is not subject to any restriction imposed by the SEC or by operation of the Securities Act of 1933, as amended (the "1933 Act"), the Securities Exchange Act of 1934, as amended (the "1934 Act") or any of the rules and regulations promulgated under the 1933 Act or the 1934 Act which prohibit its execution of this Agreement or the performance of its obligations set forth herein. Company has not been sanctioned by the SEC, FINRA, or any state securities commissioner or department in connections with issuance of its securities. Company has made full material disclosure on its SEC filings and has no undisclosed liabilities.

10. Arbitration

Any controversy, dispute or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules then prevailing of the American Arbitration Association or any successor. The award of the Arbitration shall be binding on the Parties. Judgment may be entered upon an arbitration award or in a court of competent jurisdiction and confirmed by such court. Venue for arbitration proceedings shall be within the state of Nevada. The costs of arbitration, reasonable attorney's fees of the Parties, together with all other expenses, shall be paid as provided in the Arbitration award.

11. Entire Understanding/Incorporation of other Documents

This Agreement requires the entire understanding of the parties with regard to the subject matter hereof; superseding any and all prior agreements or understandings, whether oral or written, and no further or additional agreements, promises, representations or covenants may be inferred or constructed to exist between Parties.

Initial-Company _____ Initial-Consultant _____

12. No Amendment Except in Writing; Binding Upon Successors. Neither the Agreement nor any of its provisions may be altered or amended except in a dated writing signed by both parties. This Agreement shall be binding upon successors and assigns of the parties, and shall enure to the benefit of successors and heirs to the parties.

13. Governing Law. The Agreement and its provisions shall be constructed in accordance with, pursuant to and governed by the State of Nevada, as applicable to agreements to be performed solely within the State of Nevada, without regard to its conflict-of-law's provisions then in effect.

14. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the parties hereto at their addresses provided upon execution of this Agreement. Either party may change his or its address for the purpose of this paragraph by written notice similarly given.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one (1) instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year as follows:

CONFIRMED AND AGREED ON THIS 19th DAY OF APRIL, 2012.

By: _____
Stephen Flechner

CONFIRMED AND AGREED ON THIS 19th DAY OF April, 2012.

Norman Cay Developments, Inc.

By: _____
Dean Huge, Chief Financial Officer

Initial-Company _____ Initial-Consultant _____

