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**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): **September 13, 2023**

**AUGUSTA GOLD CORP.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**000-54653**

(Commission  
File Number)

**41-2252162**

(IRS Employer  
Identification No.)

**Suite 555 - 999 Canada Place, Vancouver, BC,  
Canada**

(Address of principal executive offices)

**V6C 3E1**

(Zip Code)

Registrant's telephone number, including area code: **(604) 687-1717**

(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))

Securities registered pursuant to Section 12(b) of the Act: None

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.

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**Item 1.01 Entry into a Material Definitive Agreement**

On September 13, 2023, Augusta Gold Corp. a Delaware corporation (the “Company”), entered into Amendment Number One (the “Amendment”) to its previously issued Secured Promissory Note issued on September 13, 2022 to Augusta Investments Inc. in the amount of US\$22,232,561 (the “Note”).

The Amendment amends Section 1 of the Note to change the maturity date of the Note from September 13, 2022 to the earlier of (i) first Business Day occurring 30 days after the Lender has provided written notice to the Company demanding payment on the entire unpaid balance of principal and all accrued and unpaid interest thereon; (ii) the date upon which the Company makes payment in full of the entire unpaid balance of principal and all accrued and unpaid interest; and (iii) December 13, 2023.

Other than the amendment to the definition of maturity date under the Note, the Amendment does not otherwise amend, alter, supplement or change the provisions of the Note and the Note remains an outstanding obligation of the Company.

The foregoing summary of the material terms of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto, and which is incorporated by reference herein.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 of this Current Report is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amendment Number One to Secured Promissory Note dated September 13, 2023</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**AUGUSTA GOLD CORP.**

Date: September 15, 2023

By: /s/ Tom Ladner

Name: Tom Ladner

Title: VP Legal

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**AMENDMENT NUMBER ONE  
TO  
SECURED PROMISSORY NOTE**

**September 13, 2023**

**FOR VALUE RECEIVED**, Augusta Gold Corp., a Delaware corporation (the “**Company**”) and Augusta Investments Inc., a British Columbia corporation or its assigns (the “**Lender**”), hereby enter into this Amendment Number One (the “**Amendment**”) to that certain Secured Promissory Note of the Company dated September 13, 2022 (the “**Note**”).

Pursuant to Section 9 of the Note, the parties hereby agree to amend the Note as follows:

1. Section 1 of the Note is hereby amended and restated in its entirety as follows:

**“Principal and Interest.** The entire unpaid balance of principal and all accrued and unpaid interest shall be due and payable on the Maturity Date (the “**Term**”). The “**Maturity Date**” shall mean that date which is the earlier of (i) first Business Day occurring 30 days after the Lender has provided written notice to the Company demanding payment on the entire unpaid balance of principal and all accrued and unpaid interest thereon; (ii) the date upon which the Company makes payment in full of the entire unpaid balance of principal and all accrued and unpaid interest; and (iii) December 13, 2023. Until the Maturity Date, this Note shall remain outstanding on a month-to-month basis. During the Term, interest on the unpaid principal balance of this Note shall accrue at the Prime Plus Rate (as defined below). Interest will be calculated per each calendar month (pro rated for the portion of the first calendar month in which this Note is issued and for any portion of a month in which the Maturity Date occurs from the beginning of such month through and including the Maturity Date) to be calculated in arrears on the first day of each calendar month for the preceding calendar month or on the Maturity Date (the “**Interest Calculation Date**”). All computations of interest at the Prime Plus Rate shall be made on the basis of a year of 365 days for the actual number of days elapsed in each calendar month for which interest is being calculated. As used herein, on each Interest Calculation Date, the “**Prime Plus Rate**” will mean (a) a rate which is three percent (3%) above the annual rate of interest published in The Wall Street Journal as the “**Prime Rate** (base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks)” on the Interest Calculation Date or if such publication or reference is no longer published, (b) such other comparable interest rate index selected by mutual agreement of the Company and the Lender that is readily available to the public and verifiable by the Company and the Lender but is beyond the control of either party (adjusted from time to time to reflect any changes in such rate determined hereunder) or (c) the maximum rate from time to time permitted by applicable law. Notwithstanding any provision to the contrary herein, in no event shall the applicable interest rate at any time exceed the maximum interest rate allowed under applicable law.

2. All notices under this Amendment shall be given pursuant to the provisions of Section 10 of the Note.
3. This Amendment shall be interpreted in accordance with Section 13 of the Note.
4. This Amendment shall be governed by and construed under the laws of the State of Delaware. FURTHER, BOTH THE COMPANY AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION TO ENFORCE THIS AMENDMENT.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, the Company has executed this Amendment as of the date set forth above.

**AUGUSTA GOLD CORP.**

By: /s/ Purni Parikh  
Name: Purni Parikh  
Title: SVP, Corporate Affairs

**ACKNOWLEDGED AND AGREED**, by the Lender as of the date set forth above.

**AUGUSTA INVESTMENTS INC.**

By: /s/ Richard Warke  
Name: Richard Warke  
Title: Director