
**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): **December 27, 2024**

AUGUSTA GOLD CORP.

(Exact name of registrant as specified in its charter)

Nevada (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.

Item 1.01 Entry into a Material Definitive Agreement

On December 27, 2024, Augusta Gold Corp. a Nevada corporation (the “Company”), executed Amendment Number Three (“Amendment Number Three”) to its amended and restated secured promissory note issued to Augusta Investments Inc. dated September 13, 2022, as amended and restated on March 27, 2024, and as amended by Amendment Number One dated June 28, 2024 and Amendment Number Two on September 20, 2024 (the “Amended and Restated Note”).

Amendment Number Three evidenced Augusta Investments Inc. loaning the Company an additional \$250,000.00 on December 19, 2024, pursuant to the terms and conditions of the Amended and Restated Note (the “Additional Loan”). As amended by the Amended Schedule A, the Amended and Restated Note is for a principal amount of \$30,351,339.03 (the “Loan”). Amendment Number Two contemplated that any remaining amount of interest payable from October 1, 2024 through the maturity date would not become due and payable under the Amended and Restated Note until the Company obtained approval for the payment of such interest from the disinterested shareholders of the Company (the “Disinterested Shareholder Approval Requirement”). Amendment Number Three removes the Disinterested Shareholder Approval Requirement.

Outside of adding the Additional Loan to the principal amount of the Amended and Restated Note and removing the Disinterested Shareholder Approval Requirement, Amendment Number Three did not amend, alter, restate or otherwise change the principal terms and conditions of the Amended and Restated Note as described in Item 1.01 of the Company’s Current Reports as filed on September 19, 2022, March 28, 2024, July 5, 2024 and October 2, 2024 which disclosure is incorporated herein by reference.

On December 27, 2024, the Company executed Amendment Number One (“DT Amendment Number One”) to its unsecured promissory note issued to Donald Taylor dated February 26, 2024 (the “DT Note”).

Amendment Number One extends the outside maturity date of the DT Note to June 30, 2025.

Outside of extending the outside maturity date of the DT Note, DT Amendment Number One did not amend, alter, restate or otherwise change the principal terms and conditions of the DT Note as described in Item 1.01 of the Company’s Current Report as filed on March 1, 2024, which disclosure is incorporated herein by reference.

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.

Exhibit No.	Description
10.1	Amended Number Three, dated December 27, 2024, to the Amended and Restated Note
10.2	DT Amendment Number One, dated December 27, 2024, to the DT Note
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Date: December 31, 2024

AUGUSTA GOLD CORP.

By: /s/ Tom Ladner

Name: Tom Ladner

Title: VP Legal

**THIRD AMENDMENT
TO
AMENDED AND RESTATED SECURED PROMISSORY NOTE**

December 27, 2024

FOR VALUE RECEIVED, Augusta Gold Corp., a Nevada corporation (the “**Company**”) and Augusta Investments Inc., a British Columbia corporation or its assigns (the “**Lender**”), hereby enter into this Third Amendment (the “**Third Amendment**”) to that certain Amended and Restated Secured Promissory Note of the Company dated March 27, 2024, as amended by Amendment Number One, dated June 28, 2024, and Amendment Number Two on September 30, 2024 (the “**Note**”). Capitalized terms herein that are otherwise undefined have the meanings ascribed thereto in the Note.

Pursuant to Section 1 of the Note, the parties hereby agree to amend the Note as follows:

1. Section 1 shall be deleted in its entirety and replaced with the following:

“1. 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 be the earlier of (i) April 30, 2025 and (ii) the date that is one Business Day following the date on which the Company closes its next financing transaction or the last in a series of financing transactions where the cumulative, aggregate net proceeds of such financing or series of financings are sufficient to pay the obligations under this Note. During the Term, interest on the unpaid principal balance of this Note shall accrue at the Prime Plus Rate (as defined below) from the date of funding as disclosed on Schedule A. Interest will be calculated per each calendar month (pro rated for the portion of the first calendar month during which funding occurs 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.

\$5,479,941.03, an amount equal to all interest accrued through to September 30, 2024, and all origination and extension fees payable hereunder to September 30, 2024, is hereby immediately due and payable effective October 1, 2024, in accordance with the terms of Section 2 of the Note.”

2. Schedule A shall be deleted in its entirety and replaced with the following:

SCHEDULE A

Loan Amount	Funding Date	Origination Fee
\$22,232,560.80	September 13, 2022	\$111,162.80
\$33,501.12	December 13, 2023	N/A
\$525,000.00	March 22, 2024	\$25,000.00
\$27,790.70	March 22, 2024	N/A
\$1,500,000	April 22, 2024	N/A
\$30,399.00	June 28, 2024	N/A
\$250,000.00	August 28, 2024	N/A
\$5,479,941.03	October 1, 2024	N/A
\$71,748.00	October 1, 2024	N/A
(\$299,601.62)*	October 2, 2024	N/A
\$250,000.00	October 30, 2024	N/A
\$250,000.00	December 19, 2024	N/A

* All interest through to September 30, 2024, in an amount equal to \$5,180,339.41, also repaid on this date. This total repayment of \$5,479,941.03 satisfies in full the obligation in the second amendment to the amended and restated promissory note dated September 30, 2024, to immediately repay \$5,479,941.03 to the Lender.

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

[SIGNATURE PAGE FOLLOWS]

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

AUGUSTA GOLD CORP.

By: (signed) 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: (signed) Richard Warke

Name: Richard Warke

Title: Director

**AMENDMENT NUMBER ONE
TO
UNSECURED PROMISSORY NOTE**

December 27, 2024

FOR VALUE RECEIVED, Augusta Gold Corp., a Nevada corporation (the “**Company**”) and Donald R. Taylor (the “**Lender**”), hereby enter into this Amendment Number One (the “**Amendment**”) to that certain Unsecured Promissory Note of the Company dated February 26, 2024 (the “**Note**”).

Pursuant to Section 8 of the Note, the parties hereby agree to amend the Note as follows:

1. The definition of “Maturity Date” in Section 1 of the Note is hereby amended and restated in its entirety as follows:

The “Maturity Date” shall be the earlier of (i) June 30, 2025, and (ii) the date that is one Business Day following the date on which the Company closes its next financing transaction or the last in a series of financing transactions where the cumulative, aggregate net proceeds of such financing or series of financings are sufficient to pay the Company’s other indebtedness and the obligations under this Note.

2. All notices under this Amendment shall be given pursuant to the provisions of Section 9 of the Note.
3. This Amendment shall be interpreted in accordance with Section 12 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]

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

AUGUSTA GOLD CORP.

By: (signed) Tom Ladner

Name: Tom Ladner

Title: VP Legal

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

DONALD R. TAYLOR

(signed) Donald R. Taylor
