

**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): August 9, 2025

U.S. GOLD CORP.

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>001-08266</u> (Commission File Number)	<u>22-1831409</u> (I.R.S. Employer Identification Number)
<u>1910 E. Idaho Street, Suite 102-Box 604 Elko, NV</u> (Address of principal executive offices)		<u>89801</u> (Zip Code)
Registrant's telephone number, including area code:		<u>(800) 557-4550</u>

(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:

- ☐ 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	USAU	Nasdaq Capital Market

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 August 9, 2025, U.S. Gold Corp. (the "Company") and the warrant holder of the remaining outstanding warrants to purchase up to 100,000 shares of common stock of the Company at an exercise price of \$6.00 per share expiring on or around August 10, 2025, agreed to amend the warrant agreement governing such warrants to provide that such warrants may be exercised, at the election of such warrant holder, on a cash or cashless (net exercise) basis (the "Warrant Amendment").

The foregoing description of the Warrant Amendment is not complete and is subject to, and qualified in its entirety by, the full text of the form of the Warrant Amendment, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The disclosure set forth above in Item 1.01 is incorporated by reference into this Item 3.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	<u>Form of Amendment No. 1 to Warrant Agreement, dated as of August 9, 2025, by and between U.S. Gold Corp. and the Warrant holder.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

U.S. GOLD CORP.

Date: August 11, 2025

By: /s/ Eric Alexander
Name: Eric Alexander
Title: Chief Financial Officer

AMENDMENT NO. 1 TO WARRANT AGREEMENT

Amendment No. 1 to Warrant Agreement, dated August 9, 2025 (the “Amendment”), between U.S. Gold Corp., a Nevada corporation (the “Company”), and [●] (the “Warrantholder”).

WHEREAS, the Company and the Warrantholder entered into that certain Warrant Agreement, dated August 10, 2020 (the “Warrant,” “Warrant Agreement,” or “Agreement”);

WHEREAS, the Company and the Warrantholder desire to amend the Warrant as set forth in this Amendment; and

WHEREAS, capitalized terms used but not defined herein are as defined in the Warrant.

THEREFORE, the Company and the Warrantholder do hereby agree as follows:

1. The first sentence of the second paragraph of Section 3(a) of the Warrant is hereby deleted in its entirety and replaced with the following:

“The Purchase Price may be paid at the Warrantholder’s election either (i) by cash or check or (ii) by surrender of all or a portion of the Warrant for shares of Common Stock to be exercised under this Agreement and, if applicable, an amended Agreement setting forth the remaining number of shares purchasable hereunder, as determined below (“Net Issuance”).”

2. Subject to the terms and conditions set forth in this Amendment, the Warrant is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate this Amendment into the Warrant. The Warrant, together with this Amendment, shall be read together and have effect so far as practicable as though the provisions thereof and the relevant provisions hereof are contained in one document. In the event of any ambiguous or conflicting terms, the Warrant shall be read together with this Amendment, and the provisions of this Amendment shall control over such conflicting terms.

3. All other terms of the Warrant remain in full force and effect and are incorporated herein by this reference.

4. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same Amendment. A signature delivered by facsimile or email shall constitute an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

COMPANY:

U.S. GOLD CORP.

By:

Name: George M. Bee

Title: Chief Executive Officer

[WARRANTHOLDER SIGNATURE PAGE ON NEXT PAGE]

Name of Warrantholder:

Signature:

If Entity:

Name:

Title:

Address:

Telephone No.:

Email Address:

[Warrantholder signature page]