

AMERICAN FUSION, INC.

FORM 8-K (Current report filing)

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Address	401 N CARROLL AVE., STE. 192 SOUTHLAKE, TX, 76092
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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 30, 2026

AMERICAN FUSION, INC.

(Exact name of registrant as specified in its charter)

Texas

(State or other jurisdiction of incorporation)

001-43193

(Commission File Number)

22-1436279

(IRS Employer Identification Number)

401 N. Carroll Ave., Ste. 192

Southlake, TX

(Address of Principal Executive Offices)

76092

(Zip Code)

(480) 788-7420

(Registrant's telephone number, including area code)

N/A

(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: **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 September 30, 2026, American Fusion, Inc., a Texas corporation, (the "Company"), entered into Exchange Agreements (each, an "Exchange Agreement") with twelve (12) of its officers, directors, consultants and advisors (each, a "Holder"). Each Holder had a contractual right to \$240,000 of stock-based compensation, payable in shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") (the "Existing Compensation Right"). Under each Exchange Agreement, the Holder agreed to exchange its Existing Compensation Right. In exchange, the Company will issue the Holder up to 24,000 shares of its newly designated Series C Convertible Preferred Stock, par value \$0.001 per share (the "Series C Preferred Stock"). In total, the Company may issue up to 288,000 shares of Series C Preferred Stock in exchange for Existing Compensation Rights with an aggregate maximum contractual amount of \$2,880,000.

The accrued compensation is extinguished in accordance with the initial exchange provisions, and each subsequent earned increment is extinguished upon its exchange, subject to the applicable reconciliation provisions. The Holder has no further right to any shares of Common Stock previously issuable under it. The exchange involved no cash payment by either party, and the Series C Preferred Stock was the only consideration. The Company and each Holder also released each other from claims arising out of or relating to the portions of the Existing Compensation Right exchanged, subject to the applicable exceptions.

The foregoing description of the Exchange Agreements does not purport to be complete and is qualified in its entirety by reference to the form of Exchange Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 is incorporated herein by reference. The shares of Series C Preferred Stock, and the shares of Common Stock issuable on their conversion, have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). They will be issued in reliance on the exemption provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D. This reliance is based on, among other things, each Holder's representation that it is an accredited investor acquiring the securities for its own account for investment. The Company has paid and will pay no commission or other remuneration in connection with the exchange, and will receive no cash proceeds. The shares will be "restricted securities" under Rule 144 and will bear a customary restrictive legend.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 is incorporated herein by reference. The Series C Preferred Stock ranks senior to the Common Stock with respect to dividends and distributions of assets upon liquidation, dissolution or winding up. Holders of Series C Preferred Stock vote together with holders of Common Stock as a single class.

Item 4.01 Changes in Registrant's Certifying Accountant.

(a) Resignation of Independent Registered Public Accounting Firm.

On October 1, 2026, JV CPA INC. ("JV CPA") notified the Company that it resigned as the Company's independent registered public accounting firm, effective October 1, 2026. JV CPA's resignation applies to all further audit and review services, including the review of the Company's interim financial information for the quarter ended September 30, 2026 and the audit of the Company's financial statements for the year ending December 31, 2026.

JV CPA's report on the Company's consolidated financial statements as of and for the years ended December 31, 2025 and 2024 did not contain an adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainty, audit scope or accounting principles, except that such report contained an explanatory paragraph regarding substantial doubt about the Company's ability to continue as a going concern.

During the Company's fiscal years ended December 31, 2025 and 2024 and the subsequent interim period through October 1, 2026, there were (i) no "disagreements" (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) with JV CPA on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of JV CPA, would have caused JV CPA to make reference to the subject matter of the disagreements in connection with its reports, and (ii) no "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K).

The Company provided JV CPA with a copy of the disclosures contained in this Current Report on Form 8-K and requested that JV CPA furnish the Company with a letter addressed to the Securities and Exchange Commission stating whether it agrees with the statements made herein. A copy of JV CPA's letter, dated October 6, 2026, is filed as Exhibit 16.1 to this Current Report on Form 8-K.

(b) Prospective Successor Independent Registered Public Accounting Firm.

The Company is in the process of engaging MBP Global LLP ("MBP Global") as its successor independent registered public accounting firm to audit the Company's consolidated financial statements for the year ending December 31, 2026 and review its interim financial statements for the quarter ended September 30, 2026. MBP Global's required client acceptance and onboarding procedures are underway. The engagement remains subject to satisfactory completion of those client acceptance procedures and MBP Global's countersignature of the engagement letter. As of the date of this report, MBP Global has not yet formally accepted the engagement. The Company will report the engagement once finalized as required.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The Company's Certificate of Formation authorizes the Board of Directors (the "Board") to establish series of preferred stock. Under that authority, the Board adopted resolutions designating 500,000 of the Company's 100,000,000 authorized shares of preferred stock, par value \$0.001 per share, as Series C Preferred Stock.

On October 2, 2026, the Company filed the Certificate of Designation of Series C Convertible Preferred Stock (the "Certificate of Designation") with the Secretary of State of the State of Texas under Sections 21.155 and 21.156 of the Texas Business Organizations Code. The Certificate of Designation became effective upon filing on October 2, 2026. Its principal terms are summarized below. The Exchange Agreements specify an effective date of September 30, 2026, separate from the effective date of the Certificate of Designation.

Conversion. Each share is convertible at the holder's option into one share of Common Stock, subject to adjustment for stock splits, reverse splits, combinations, reclassifications and similar events.

Conversion Eligibility and Leak-Out. Conversions may begin in the first full calendar quarter after the later of two dates:

- the date the holder's shares fully vest under the agreement that gave rise to the holder's compensation obligation; and
- the earlier of (a) the 20th trading day after the Common Stock begins trading on a national securities exchange and (b) nine months after the original issue date.

From that point, a holder may convert up to 30% of its original aggregate entitlement in each calendar quarter for three quarters, and the remaining balance in the fourth quarter. Any quarterly allowance a holder does not use expires at the end of that quarter and does not carry forward.

Voting. Holders vote together with the Common Stock as a single class, on an as-converted basis. However, no holder may vote shares on an as-converted basis above 4.99% of the outstanding Common Stock.

Ranking; Liquidation. With respect to dividends and liquidation distributions, the Series C Preferred Stock ranks senior to the Common Stock and to any later-created series that expressly ranks junior to it, and junior to any series that expressly ranks senior to it. The ranking provisions do not affect the rights of the Company's Series A Preferred Stock. In a liquidation, holders receive the amount they would have received had they converted into Common Stock immediately beforehand, without regard to the conversion limits.

Company Repurchase Option. The Company may, but is not required to, repurchase all or any portion of a holder's Series C Preferred Stock for cash at 125% of its face value (\$12.50 per share). This option is available only until the earlier of (i) the date the Common Stock begins trading on a national securities exchange and (ii) nine months after the original issue date. Holders have no right to require the Company to redeem or repurchase their shares. The Series C Preferred Stock is not subject to mandatory redemption or any cash settlement alternative.

The foregoing description of the Certificate of Designation does not purport to be complete and is qualified in its entirety by reference to the Certificate of Designation, a copy of which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Designation of Series C Convertible Preferred Stock
10.1	Form of Exchange Agreement
16.1	Letter from JV CPA Inc. to the Securities and Exchange Commission
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

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

Date: October 6, 2026

AMERICAN FUSION, INC.

By: /s/ Richard C. Hawkins
Chief Executive Officer

AMERICAN FUSION INC.
CERTIFICATE OF DESIGNATION
OF

SERIES C CONVERTIBLE PREFERRED STOCK

American Fusion Inc., a Texas corporation (formerly Renewal Fuels, Inc.) (the “Corporation”), does hereby certify, in accordance with Sections 21.155 and 21.156 of the Texas Business Organizations Code (“TBOC”), that the following resolutions were duly adopted pursuant to the authority of the Board of Directors (the “Board”) of the Corporation under the Certificate of Formation of the Corporation, as amended (the “Certificate of Formation”).

WHEREAS, the Corporation is party to certain employment, consulting, advisory, director and other service agreements pursuant to which certain officers, directors, employees, consultants and advisors of the Corporation are entitled to receive stock-based compensation (each, an “Existing Compensation Obligation”);

WHEREAS, the Board has determined that it is in the best interests of the Corporation to restructure the Existing Compensation Obligations by replacing the existing common stock compensation rights with shares of a new series of convertible preferred stock, to be designated Series C Convertible Preferred Stock, with each Compensation Participant agreeing to the exchange and the corresponding existing common stock obligation being extinguished;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and obligations contained herein, the Corporation, intending to be legally bound, and incorporating its recitals set forth herein, hereby adopts the following resolutions and provisions:

RESOLVED, that, pursuant to the terms and provisions of this Certificate of Designation, the Corporation hereby designates and creates a series of its authorized shares of preferred stock, par value \$0.001 per share (the “Preferred Stock”), designated as Series C Convertible Preferred Stock, which such series of Preferred Stock shall be subject to the rights, preferences and limitations as follows:

FIRST: that, of the 100,000,000 shares of Preferred Stock, par value \$0.001 per share, authorized to be issued pursuant to the Certificate of Formation, 500,000 shares of Preferred Stock are hereby designated as “Series C Convertible Preferred Stock.” The rights, preferences and limitations granted to, and imposed upon, the Series C Convertible Preferred Stock are as set forth below.

SECOND: that the foregoing determination of the rights, preferences and limitations of the Series C Convertible Preferred Stock was duly adopted by the Board in accordance with the TBOC.

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“Beneficial Ownership Limitation” shall have the meaning set forth in Section 6(c).

“Board” shall have the meaning set forth in the Preamble.

“Buy-In” shall have the meaning set forth in Section 6(i).

“Certificate of Designation” shall have the meaning set forth in the Recitals.

“Certificate of Formation” shall have the meaning set forth in the Preamble.

“Common Stock” means the Corporation’s common stock, par value \$0.001 per share.

“Compensation Participants” means, collectively, the officers, directors, employees, consultants and advisors of the Corporation who are entitled to receive stock-based compensation pursuant to an Existing Compensation Obligation.

“Conversion” shall have the meaning set forth in Section 6.

“Conversion Date” shall have the meaning set forth in Section 6(a).

“Conversion Rate” means one (1)

“Conversion Shares” means, collectively, all shares of Common Stock issuable upon conversion of the shares of the Series C Convertible Preferred Stock in accordance with the terms hereof.

“Corporation” shall have the meaning set forth in the Preamble.

“Delivery Date” shall have the meaning set forth in Section 6(a).

“DTC” shall have the meaning set forth in Section 6(a).

“DWAC” shall have the meaning set forth in Section 6(a).

“Exchange Act” shall have the meaning set forth in Section 6(c).

“Face Value” means, with respect to each share of Series C Convertible Preferred Stock, Ten Dollars (\$10.00).

“Existing Compensation Obligations” shall have the meaning set forth in the Recitals.

“Holder” means each such Person that owns shares of Series C Convertible Preferred Stock from time to time.

“Liquidation” shall have the meaning set forth in Section 5.

“Notice of Conversion” shall have the meaning set forth in Section 6(a).

“Options” means any rights, warrants or options to subscribe for or purchase shares of Common Stock.

“Original Issue Date” means the date of the first issuance of any shares of Series C Convertible Preferred Stock in connection with the restructuring of the Existing Compensation Obligations.

“Person” shall mean an individual, partnership, association, limited liability company, trust, unincorporated organization, government or agency or political subdivision thereof, or any other legal entity.

“Preferred Stock” has the meaning set forth in the Recitals.

“Purchase Rights” has the meaning set forth in Section 6(e).

“Senior Securities” has the meaning set forth in Section 5.

“Series C Convertible Preferred Stock” has the meaning set forth in the Recitals.

“TBOC” shall have the meaning set forth in the Preamble.

“Trading Day” means any day on which the Common Stock is traded on the principal securities exchange or securities market on which the Common Stock is then traded.

Section 2. Designation and Amount. 500,000 shares of Preferred Stock of the Corporation are designated as Series C Convertible Preferred Stock. The issuance of fractional shares of Series C Convertible Preferred Stock is hereby expressly permitted.

Section 3. Dividends. Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series C Convertible Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form as dividends actually paid on shares of the Common Stock when, as and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Series C Convertible Preferred Stock.

Section 4. Voting Rights. Except as required by law, the listing rules of any applicable exchange, or the bylaws of the Corporation, Holders of Series C Convertible Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series C Convertible Preferred Stock are convertible. Notwithstanding anything to the contrary herein, the Holders of Series C Convertible Preferred Stock may not vote any of their shares of Series C Convertible Preferred Stock on an “as converted basis” that would be in excess of 4.99% of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such Conversion) as of the close of business on the date established by the Board for determining which holders of record of Common Stock are entitled to vote on any such matter presented to the stockholders for vote thereon. Except as provided by law, or any applicable exchange, or by the other provisions of this Certificate of Designation, the Holders shall vote together with the holders of shares of Common Stock as a single class. However, for as long as any shares of Series C Convertible Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series C Convertible Preferred Stock, (i) alter or change adversely the powers, preferences or rights given to the Series C Convertible Preferred Stock or alter or amend this Certificate of Designation, (ii) amend its Certificate of Formation or other charter documents in any manner that adversely affects any rights of the Holders of Series C Convertible Preferred Stock, or (iii) enter into any agreement with respect to any of the foregoing.

Section 5. Ranking; Liquidation. The Series C Convertible Preferred Stock shall rank: (i) senior to the Common Stock; (ii) senior to any class or series of capital stock of the Corporation hereafter created that expressly ranks junior to the Series C Convertible Preferred Stock; (iii) pari passu with the Corporation’s Series B Preferred Stock and Series D Preferred Stock with respect to dividends and distributions of assets upon any liquidation, dissolution or winding up of the Corporation; and (iv) junior to any class or series of capital stock of the Corporation now existing or hereafter created that expressly ranks senior to the Series C Convertible Preferred Stock (collectively, “Senior Securities”), in each case solely with respect to dividends and distributions of assets upon liquidation, dissolution or winding up of the Corporation. For the avoidance of doubt, nothing in this Section 5 shall alter, modify, impair or otherwise affect the voting, conversion or other rights of the Corporation’s Series A Preferred Stock, which shall remain governed exclusively by the terms applicable thereto. Subject to the rights of any Senior Securities and the rights of the Corporation’s creditors, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a “Liquidation”), each Holder shall be entitled to receive, out of assets legally available for distribution, the amount such Holder would have received had all of such Holder’s Series C Convertible Preferred Stock been converted into Common Stock immediately prior to such Liquidation, without regard to any conversion limitations contained herein. Such amount shall be distributed to the Holders on an as-converted basis together with the holders of Common Stock and any other securities entitled to participate in such distribution on an as-converted basis. The Corporation shall provide each Holder written notice of any Liquidation not less than forty-five (45) days prior to the applicable payment date.

Section 6. Conversion. Holders of Series C Convertible Preferred Stock shall have the following rights with respect to the conversion (“Conversion”) of the Series C Convertible Preferred Stock into shares of Common Stock:

(a) Conversions at Option of Holder. Subject to and in compliance with the provisions of this Section 6, each share of Series C Convertible Preferred Stock may, at the option of the Holder thereof, be converted into fully paid and non-assessable shares of Common Stock, as set forth in this Section 6, upon notice (a “Notice of Conversion”) to the Corporation. Beginning with the first full calendar quarter following the later of (i) the date on which the applicable Series C Convertible Preferred Stock has fully vested in accordance with the agreement pursuant to which the Holder’s Existing Compensation Obligation arose and (ii) the earlier of (A) the twentieth (20th) Trading Day following the date on which the Corporation’s Common Stock commences trading on a national securities exchange and (B) the date that is nine (9) months following the Original Issue Date (the “Conversion Eligibility Date”), each Holder may convert during each calendar quarter no more than thirty percent (30%) of such Holder’s original aggregate entitlement to Conversion Shares. Any portion of such quarterly conversion allowance that is not converted during the applicable calendar quarter shall expire at the end of such calendar quarter and shall not accumulate, carry forward, or increase the number of Conversion Shares eligible for conversion during any subsequent calendar quarter. Following three such calendar quarters, the Holder may convert the remaining balance of the Holder’s Conversion Shares during the fourth calendar quarter. In all cases, any Conversion shall remain subject to the Beneficial Ownership Limitation set forth in Section 6(c). A Holder shall effect a Conversion by providing the Corporation with a Notice of Conversion that shall specify the number of shares of Series C Convertible Preferred Stock to be converted, the number of shares of Series C Convertible Preferred Stock owned prior to the Conversion at issue, and the date on which such Conversion is to be effected, which date may not be prior to the date such Holder delivers such Notice of Conversion to the Corporation (the “Conversion Date”). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. To effect Conversions, a Holder shall not be required to surrender the certificate(s) representing such shares of Series C Convertible Preferred Stock (if any) to the Corporation unless all of the shares of Series C Convertible Preferred Stock represented thereby are so converted, in which case the Holder shall deliver the certificate representing such shares of Series C Convertible Preferred Stock (if any) promptly following the Conversion Date at issue. The Corporation shall, within five business days following its receipt of a Notice of Conversion (the “Delivery Date”), cause its transfer agent to book the Conversion Shares in the account of such Holder or such Holder’s broker with the Depository Trust Company (“DTC”) through its Deposit/Withdrawal at Custodian (“DWAC”) system.

(b) Optional Repurchase by the Corporation. Notwithstanding anything herein to the contrary, at any time prior to the earlier of (i) the date on which the Corporation’s Common Stock commences trading on a national securities exchange and (ii) the date that is nine (9) months following the Original Issue Date, the Corporation shall have the exclusive option, but not the obligation, to repurchase all or any portion of a Holder’s outstanding Series C Convertible Preferred Stock for cash at a price equal to one hundred twenty-five percent (125%) of the Face Value of the Series C Convertible Preferred Stock being repurchased. Upon payment of the applicable repurchase price, the repurchased shares of Series C Convertible Preferred Stock shall be cancelled and the Holder shall have no further rights with respect thereto.

(c) Conversion Rate. Each share of Series C Convertible Preferred Stock shall be convertible into one (1) share of Common Stock (the “Conversion Rate”), subject to adjustment as provided herein.

(d) Limitations of Conversion. Notwithstanding anything to the contrary contained herein, the number of Conversion Shares that may be acquired by a Holder upon a Conversion shall be limited to the extent necessary to ensure that, following such Conversion, the total number of shares of Common Stock then beneficially owned by such Holder and its affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with such Holder’s for purposes of Section 13(d) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), does not exceed 4.99% of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such Conversion) (the “Beneficial Ownership Limitation”), and such Conversion Shares that may otherwise be acquired by such Holder upon such Conversion (or other issuance) shall be held in abeyance for such Holder until such time, if ever, as its right thereto would not result in such Holder exceeding the Beneficial Ownership Limitation). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Such Holder, upon not less than 61 days’ prior notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provision of this Section, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon Conversion by such Holder and the provisions of this Section shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Corporation. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor Holder.

(e) Stock Splits, etc. If the Corporation, at any time after the Original Issue Date and while at least one share (or any fraction thereof) of Series C Convertible Preferred Stock is outstanding (i) subdivides outstanding shares of Common Stock into a larger number of shares, (ii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iii) issues by reclassification of shares of Common Stock any shares of capital stock of the Corporation, then in each case the Conversion Rate shall be divided by a fraction of which (x) the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and (y) the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 6(d) shall become effective immediately and automatically upon the occurrence of the applicable event described in subsections (i) through (iii) above.

(f) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 6(d) above, if at any time the Corporation grants, issues or sells any Common Stock, Common Stock equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any shares of Common Stock (the "Purchase Rights"), then each Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete Conversion of such Holder's Series C Convertible Preferred Stock (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Rights to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(g) Calculations. All calculations under this Section 6 shall be made to the nearest cent or the nearest 1/100 of a share, as the case may be (and the issuance of such fractional shares is hereby expressly permitted).

(h) Reservation of Shares. The Corporation covenants and agrees that any Conversion Shares issued upon the Conversion of the Series C Convertible Preferred Stock will, upon issuance, be validly issued and outstanding, fully paid and non-assessable, and free from all taxes, liens and charges with respect to the issuance thereof. The Corporation further covenants and agrees that the Corporation will at all times have authorized and reserved (i) a sufficient number of shares of Common Stock to provide for issuance of the Conversion Shares upon the Conversion of the Series C Convertible Preferred Stock (and conversion of any other shares of Preferred Stock) and (ii) a sufficient number of shares of Preferred Stock for purposes of this Certificate of Designation (and any other certificates of designation (any such similar instrument) with respect to any other shares of Preferred Stock).

(i) Payment of Taxes. The Corporation and its paying agent shall be entitled to withhold taxes on all payments on the Series C Convertible Preferred Stock and Conversion Shares to the extent required by law. Prior to the date of any such payment, each Holder shall deliver to the Corporation or its paying agent a duly executed, valid, accurate and properly completed Internal Revenue Service Form W-9 or an appropriate Internal Revenue Service Form W-8, as applicable. The Corporation shall pay any and all documentary, stamp and similar issue or transfer tax due on (i) the issuance of the Series C Convertible Preferred Stock and (ii) the issuance of Conversion Shares; provided, however, in the case of any Conversion of Series C Convertible Preferred Stock, the Corporation shall not be required to pay any tax or duty that may be payable in respect of any transfer involved in the issuance and delivery of Conversion Shares in a name other than that of the Holder of the shares to be converted, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Corporation the amount of any such tax or duty, or has established to the satisfaction of the Corporation that such tax or duty has been paid.

(j) Buy-In. If the Corporation fails, prior to the applicable Delivery Date, to cause its transfer agent to credit the account of such Holder or such Holder's broker with the DTC through its DWAC, and if after such Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm is required to purchase, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the Conversion relating to such Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder the amount by which (x) such Holder's total purchase price (including any brokerage commissions) for the shares of Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue (or, if less, the number of shares actually delivered in satisfaction of such sale) multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Series C Convertible Preferred Stock equal to the number of shares of Series C Convertible Preferred Stock submitted for Conversion or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements. For example, if a Holder purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted Conversion of shares of Series C Convertible Preferred Stock with respect to which the actual sale price (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder \$1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver certificates representing shares of Common Stock upon Conversion of the shares of Series C Convertible Preferred Stock as required pursuant to the terms hereof.

(k) Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or such other securities (ii) to subscribe for or purchase Common Stock, Options, or such other securities, then such record date will be deemed to be the date of the issue or sale of the Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(l) Issuances of Shares of Series C Convertible Preferred Stock. The Corporation may grant, issue or sell shares of Series C Convertible Preferred Stock solely in connection with the restructuring, exchange or satisfaction of stock-based compensation obligations arising under employment, consulting, advisory, director or other service agreements approved by the Corporation.

Section 7. Reacquired Shares. Any shares of Series C Convertible Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board, subject to the conditions and restrictions on issuance set forth herein.

Section 8. Adjustments. If the shares of Common Stock shall be changed into a different number of shares by reason of any stock dividend or distribution, reclassification, recapitalization, reorganization, stock split, split-up, combination, exchange, or readjustment of shares or similar transaction, then (a) the number constituting the definition of "Conversion Rate", shall be appropriately adjusted to reflect such change accordingly based on the adjustments provided for herein, and (b) the ratio contained in Section 6(f) in each case, shall be applied to any resulting fractions of shares of Common Stock.

Section 9. Registration Rights. Following the Original Issue Date, the Corporation shall include the Conversion Shares in any registration statement filed by the Corporation with the Securities and Exchange Commission, other than a registration statement on Form S-4 or Form S-8. The Corporation shall use commercially reasonable efforts to cause such registration statement to be declared effective as promptly as practicable and to maintain the effectiveness thereof for so long as any Holder continues to hold Conversion Shares or shares of Series C Convertible Preferred Stock. Each Holder shall have customary piggyback registration rights with respect to the Conversion Shares, including notice, inclusion, and withdrawal rights on the same terms as other selling shareholders. The Corporation shall bear all registration expenses other than each Holder's selling commissions and legal fees. Notwithstanding the foregoing, if the Corporation determines, in consultation with its securities counsel, that a Holder and the applicable Conversion Shares are eligible for resale pursuant to Rule 144 under the Securities Act, the Corporation may, in lieu of registering such Conversion Shares pursuant to this Section 9, elect to cause its securities counsel to provide such legal opinion as may be reasonably required by the Corporation's transfer agent to permit the removal of any restrictive legend from such Conversion Shares and the resale thereof pursuant to Rule 144, subject to applicable law and the requirements of the Corporation's transfer agent.

Section 10. No Redemption or Cash Settlement. No Holder shall have the right to require the Corporation to redeem, repurchase, or otherwise acquire any shares of Series C Convertible Preferred Stock, and no shares of Series C Convertible Preferred Stock shall be subject to mandatory redemption or any cash settlement or cash-out alternative.

THIRD: that such determination of the designation, rights, preferences and limitations relating to the Series C Convertible Preferred Stock was duly made by the Board pursuant to the provisions of the Certificate of Formation, and in accordance with Sections 21.155 and 21.156 of the TBOC.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be duly executed to be effective as of October 2, 2026.

American Fusion Inc.,
a Texas corporation

By: /s/ Richard Hawkins
Name: Richard Hawkins
Title: Chief Executive Officer

EXCHANGE AGREEMENT

Series C Preferred Stock

This Exchange Agreement (this “**Agreement**”) is entered into as of September 30, 2026 (the “**Effective Date**”), by and between American Fusion Inc., a Texas corporation (formerly known as Renewal Fuels, Inc.) (the “**Company**”) and the individual identified on **Exhibit A** attached hereto (the “**Holder**”).

The Company and the Holder are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, in December 2025, the Company completed the acquisition of Kepler Fusion Technologies, Inc. through a series of related agreements, including a Master Sales Agreement, Stock Purchase Agreement, Share Exchange Agreement, and related settlement and exchange agreements (collectively, the “**Kepler Transaction**”);

WHEREAS, in connection with the Kepler Transaction and the Company’s ongoing operations, the Holder has a contractual right to stock-based compensation from the Company in the amount of \$240,000, payable in shares of the Company’s common stock (the “**Existing Compensation Right**”);

WHEREAS, the Company is undertaking an equity restructuring involving the creation and issuance of three new series of preferred stock designated as Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock;

WHEREAS, in connection with such restructuring, the Company desires to issue shares of Series C Preferred Stock (“**Series C Preferred**”) to the Holder in exchange for the Holder’s surrender, cancellation, and release of the Existing Compensation Right; and

WHEREAS, the Parties desire to enter into this Agreement to effect such exchange on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exchange

1.1 Exchange of Compensation Rights. Subject to the terms and conditions of this Agreement, on the Effective Date:

- (a) the Holder hereby irrevocably surrenders, assigns, transfers, and delivers to the Company all of the Holder’s right, title, and interest in and to the Existing Compensation Right; and
- (b) in exchange therefor, the Company hereby issues to the Holder 24,000 shares of Series C Preferred (the “**Exchange Shares**”), as set forth on **Exhibit A**, and subject to the terms and conditions of the Certificate of Designation (defined below).

1.2 **Extinguishment of Obligation.** Upon execution and delivery of this Agreement by the Parties, the Existing Compensation Right shall be deemed fully satisfied, cancelled, extinguished, and of no further force or effect. Neither the Holder nor any successor or assign of the Holder shall have any further right, claim, or entitlement with respect to the Existing Compensation Right or any shares of common stock previously issuable thereunder.

- 1.3 **No Cash Consideration.** The exchange contemplated by this Agreement involves no cash consideration or additional payment by or to either Party. The issuance of the Exchange Shares constitutes the sole consideration for the Holder's surrender of the Existing Compensation Right.

2. Representations and Warranties of the Holder

The Holder represents and warrants to the Company as of the Effective Date as follows:

- 2.1 **Authority.** The Holder has full power and authority to execute and deliver this Agreement and to perform the Holder's obligations hereunder. This Agreement constitutes the legal, valid, and binding obligation of the Holder, enforceable against the Holder in accordance with its terms.
- 2.2 **Ownership of Existing Compensation Right.** The Holder is the sole legal and beneficial owner of the Existing Compensation Right, free and clear of all liens, claims, encumbrances, and restrictions, and has not previously assigned, transferred, pledged, or otherwise disposed of any interest therein.
- 2.3 **Accredited Investor.** The Holder is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").
- 2.4 **Investment Intent.** The Holder is acquiring the Exchange Shares for the Holder's own account, for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act or any applicable state securities laws. The Holder understands that the Exchange Shares have not been registered under the Securities Act or any state securities laws and are being issued in reliance upon exemptions therefrom.
- 2.5 **Restricted Securities.** The Holder acknowledges that the Exchange Shares are "restricted securities" as defined in Rule 144 under the Securities Act and may not be sold, transferred, or otherwise disposed of except pursuant to an effective registration statement or an available exemption from registration. The Holder understands that the certificates or book-entry records representing the Exchange Shares will bear a customary restrictive legend.
- 2.6 **Sophistication and Access to Information.** The Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Exchange Shares. The Holder has had the opportunity to ask questions of, and receive answers from, the Company regarding the terms and conditions of the Exchange Shares and the business, properties, prospects, and financial condition of the Company.
- 2.7 **No Conflicts.** The execution and delivery of this Agreement by the Holder, and the performance of the Holder's obligations hereunder, do not and will not conflict with or result in a breach of any agreement, order, judgment, or decree to which the Holder is a party or by which the Holder is bound.

3. Representations and Warranties of the Company

The Company represents and warrants to the Holder as of the Effective Date as follows:

- 3.1 **Organization and Authority.** The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. The Company has full corporate power and authority to execute and deliver this Agreement, to issue the Exchange Shares, and to perform its obligations hereunder. This Agreement has been duly authorized by all necessary corporate action on the part of the Company.

- 3.2 **Valid Issuance.** The Exchange Shares, when issued and delivered in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable, and will be free and clear of all liens, charges, and encumbrances (other than restrictions under applicable securities laws and the Certificate of Designation).
- 3.3 **No Conflicts.** The execution and delivery of this Agreement by the Company, and the consummation of the transactions contemplated hereby, do not and will not violate or conflict with any provision of the Company's certificate of formation or bylaws, or any material agreement, order, judgment, or decree to which the Company is a party or by which it is bound.
4. **Mutual Release**
- 4.1 **Release by Holder.** Effective upon execution of this Agreement, the Holder, on behalf of the Holder and the Holder's heirs, executors, administrators, successors, and assigns, hereby irrevocably and unconditionally releases and forever discharges the Company, its officers, directors, employees, agents, successors, and assigns from any and all claims, demands, actions, causes of action, damages, liabilities, costs, and expenses of every kind and nature, whether known or unknown, arising out of or relating to the Existing Compensation Right.
- 4.2 **Release by the Company.** Effective upon execution of this Agreement, the Company, on behalf of itself and its successors and assigns, hereby irrevocably and unconditionally releases and forever discharges the Holder, and the Holder's heirs, executors, administrators, successors, and assigns from any and all claims, demands, actions, causes of action, damages, liabilities, costs, and expenses of every kind and nature, whether known or unknown, arising out of or relating to the Existing Compensation Right.
5. **Certificate of Designation**
- 5.1 **Series C Terms.** The rights, preferences, privileges, restrictions, and other terms of the Series C Preferred, including, without limitation, all rights with respect to conversions, shall be as set forth in the Certificate of Designation for the Series C Preferred Stock filed with the Secretary of State of the State of Texas (the "**Certificate of Designation**"). In the event of any conflict between this Agreement and the Certificate of Designation, the Certificate of Designation shall control.
- 5.2 **Conversion and Leak-Out.** The Holder acknowledges that the Series C Preferred is subject to conversion limitations and leak-out provisions as set forth in the Certificate of Designation, including a quarterly conversion limitation of approximately 30% of the Holder's entitlement per quarter.
- 5.3 **No Redemption Right.** The Holder acknowledges that the Series C Preferred does not provide for holder redemption rights or any cash settlement or cash-out alternative.
6. **Securities Law Matters**
- 6.1 **Private Placement.** The issuance of the Exchange Shares pursuant to this Agreement is intended to be exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder.
- 6.2 **Restrictive Legend.** Each certificate or book-entry record representing the Exchange Shares shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (B) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (C) IN A TRANSACTION NOT REQUIRING REGISTRATION UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE CERTIFICATE OF DESIGNATION."

7. Miscellaneous

- 7.1 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of laws principles.
- 7.2 **Entire Agreement.** This Agreement, together with the Certificate of Designation and all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral, with respect thereto.
- 7.3 **Amendments.** This Agreement may not be amended, modified, or supplemented except by a written instrument executed by each of the Parties.
- 7.4 **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart by electronic transmission (including by PDF, DocuSign, or other electronic signature platform) shall be equally effective as delivery of an original executed counterpart.
- 7.5 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed to the minimum extent necessary to make it valid, legal, and enforceable.
- 7.6 **Further Assurances.** Each Party shall execute and deliver such additional documents and instruments and take such additional actions as may be reasonably necessary or appropriate to carry out and effectuate the transactions contemplated by this Agreement.
- 7.7 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.
- 7.8 **Notices.** All notices, requests, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by email (with confirmation of receipt), or sent by nationally recognized overnight courier to the addresses set forth on **Exhibit A**, or to such other address as a Party may designate by notice given in accordance with this Section 7.8.

IN WITNESS WHEREOF, the Parties have executed this Exchange Agreement as of the date first written above.

COMPANY:

AMERICAN FUSION INC.

By: _____

Name: Richard Hawkins

Title: Chief Executive Officer

HOLDER:

By: _____

Name: _____

Title/Capacity: _____

EXHIBIT A

Holder Information

Holder Name:	[_____]
Title/Capacity:	[Officer / Director / Consultant / Advisor]
Address for Notices:	[_____]
Email:	[_____]
Existing Compensation Entitlement:	\$240,000
Number of Series C Preferred Shares:	24,000

JV CPA INC.

Accountants and Advisors | PCAOB Registered Firm (PCAOB ID 7333)
820 Gessner Road, Suite 300, Houston, Texas 77024 | 713-931-3080 | www.jvcpa.com

October 6, 2026

Securities and Exchange Commission
Office of the Chief Accountant
100 F Street, N.E.
Washington, D.C. 20549

Re: American Fusion, Inc. (formerly Renewal Fuels, Inc.) Commission File No. 001-43193; CIK 0000096664

Ladies and Gentlemen:

We have read Item 4.01 of the Current Report on Form 8-K of American Fusion, Inc. (the "Company") dated October 6, 2026 (date of earliest event reported: September 30, 2026), and we agree with the statements concerning our Firm contained in paragraph (a) of Item 4.01.

We are not in a position to agree or disagree with the other statements of the Company contained in Item 4.01, including the statements in paragraph (b), or with any other statements contained in the Form 8-K.

Very truly yours,

/s/ JV CPA INC.
JV CPA INC.
Houston, Texas PCAOB ID 7333