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 26, 2026

RENX ENTERPRISES CORP.
(Exact Name of Registrant as Specified in its Charter)

Delaware	001-41581	87-1375590
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

1111 Brickell Ave, Floor 11 Suite 109,
Miami FL 33131
(Address of Principal Executive Offices, Zip Code)

(Former name or former address, if changed since last report.)

Registrant's telephone number, including area code: **(786) 808-5776**

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, par value $0.001	**RENX**	**The Nasdaq Stock Market LLC**

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. ☐

EXPLANATORY NOTE

As previously disclosed in that Current Report on Form 8-K filed by RenX Enterprises Corp. (the “Company”) with the Securities and Exchange Commission (the “SEC”) on May 5, 2026 (the “Prior 8-K”), on April 30, 2026, the Company entered into a securities purchase agreement (the “Purchase Agreement”) with certain institutional investors (the “Purchasers”) related to a tranched private placement transaction (the “Private Placement”) of Senior Convertible Notes (“Notes”) and warrants (“Warrants”) to purchase shares of the Company’s common stock, par value $0.001 per share (“Common Stock”). Pursuant to the Purchase Agreement, the Company (i) issued and sold to the Purchasers, at the initial closing on May 4, 2026 (the “Initial Closing”), Notes in the aggregate principal amount of $6,300,000 (the “Initial Notes”) and warrants (the “Initial Warrants”) to purchase an aggregate of 3,917,099 shares of Common Stock, (ii) agreed to issue and sell to the Purchasers, at a second closing (the “Second Closing”), Notes in the aggregate principal amount of $6,700,000 (the “Second Notes”) and warrants (the “Second Warrants”) to purchase an aggregate of 4,165,805 shares of Common Stock (which is equal to 180% of the face value of the Initial Notes divided by $2.895 (the “Initial Conversion Price”)), such issuance to occur promptly after effectiveness of a registration statement (the “Initial Registration Statement”) registering the shares of Common Stock issuable upon conversion of the Initial Notes and the Second Notes (the “Second Closing Date”), in each case calculated based on the Initial Conversion Price, and the shares of Common Stock issuable upon exercise of the Initial Warrants and the Second Warrants; and (iii) agreed to sell and issue to the Purchasers, additional Notes in the aggregate principal amount of up to $87,000,000 and Warrants to purchase an aggregate of 54,093,267 shares of Common Stock, such issuances of Additional Notes and Additional Warrants to be at additional closings (each, an “Additional Closing”) from time to time as determined by the Company and the Purchasers, subject to the Company’s and the Purchasers’ mutual consent to such sales and issuances and certain conditions being met.

In connection therewith, the Company also entered into a registration rights agreement (the “Registration Rights Agreement”) with the Purchasers, pursuant to which it agreed to prepare and file one or more registration statements with the SEC registering the resale of the shares of Common Stock issuable upon conversion of the Notes (the “Conversion Shares”) and exercise of Warrants (the “Warrant Shares”) that had been sold and issued, or may in the future be sold and issued to, the Purchasers pursuant to the Purchase Agreement.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Securities Purchase Agreement and Registration Rights Agreement

On August 26, 2026, the Company and the Purchasers entered into an Amendment to Securities Purchase Agreement and Registration Rights Agreement (the "Amendment"), which amended the Purchase Agreement and Registration Rights Agreement, respectively, to provide that:

(i) the Second Closing Date shall be August 26, 2026, or such other date as may be agreed upon in writing between the Company and the Purchasers, subject to satisfaction of certain conditions to closing;

(ii) on the Second Closing Date, the Purchasers, severally and not jointly, shall have the right to purchase up to $6,700,000 (pro rata by initial subscription amounts with respect to the Initial Closing) of Second Notes and Second Warrants;

(iii) the shares of Common Stock that the Company is obligated to register pursuant to the Initial Registration Statement only include the number of shares of Common Stock issued and issuable upon conversion of the Initial Notes at the Initial Conversion Price and upon exercise of the Initial Warrants;

(iv) the filing deadline of the Second Registration Statement shall be the 15th calendar day following the Second Closing Date; (v) the filing deadline of any registration statements to be filed in connection with any Additional Closing shall be the 15th calendar day following the date of such Additional Closing;

(v) the shares of Common Stock that the Company is obligated to register pursuant to the Second Registration Statement shall include (a) the difference between (I) the number of shares of Common Stock issued and issuable upon conversion of the Initial Notes at the Initial Conversion Price and (II) the number of shares of Common Stock issued and issuable upon conversion of the Initial Notes at the Floor Price, (b) the number of shares of Common Stock issued or issuable upon conversion of the Second Notes at the Floor Price and (c) the number of shares of Common Stock issued or issuable upon exercise of the Second Warrants; and

(vi) carve out from the liquidated damages provisions set forth in the Registration Rights Agreement liquidated damages associated with the Company's failure to file the Initial Registration Statement or to cause the Initial Registration Statement to be declared effective by the SEC by the applicable deadline set forth in the Registration Rights Agreement.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copies of the form of which is attached hereto as Exhibit 10.1 and is incorporated by reference herein. Additionally, see the Prior 8-K for a more detailed description of the terms of the Purchase Agreement, Registration Rights Agreement, Notes (including the Second Notes), Warrants (including the Second Notes) and other agreements entered into by the Company in connection with the Private Placement, which information is incorporated by reference herein.

Second Closing

The Second Closing of the Private Placement occurred on August 26, 2026. At the Second Closing, the Company sold and issued the Purchasers (i) Second Notes in the aggregate principal amount of $5,662,716.07, which, assuming that the Second Notes accrue interest at 10% for a period of 12 months, would be convertible into an aggregate of 2,151,638 shares of Common Stock, based on the Initial Conversion Price, and up to 11,664,772 shares of Common Stock, based on the Floor Price, and (ii) Second Warrants to purchase an aggregate of 3,520,859 shares of Common Stock, resulting in net proceeds to the Company of approximately $5.4 million, after deducting placement agent fees and the payment of other offering expenses associated with the offering that will be payable by the Company. As required by the Purchase Agreement, the Company utilized the net proceeds of the Second Closing to repay certain outstanding senior convertible notes (the "February Notes") sold and issued to the Purchasers pursuant to that Securities Purchase Agreement, dated as of February 12, 2026, in an amount equal to 110% of the outstanding aggregate principal amount of such February Notes.

The Second Notes and Second Warrants are in substantially the same form as the form of Senior Convertible Note filed as Exhibit 4.1 and the Form of Warrant filed as Exhibit 4.2 to the Prior 8-K, the terms and forms of which are 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 above of this Current Report on Form 8-K related to the Second Closing and the sale and issuance of the Second Notes is incorporated by reference in this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above of this Current Report on Form 8-K with respect to the sale and issuance of the Second Notes and Second Warrants, as well as the shares of Common Stock issuable upon conversion and exercise thereof, respectively, is incorporated by reference in this Item 3.02.

The Second Notes and the Second Warrants were offered and sold in a private placement pursuant to Section 4(a)(2) of the Securities Act, and/or Regulation D promulgated thereunder. The Second Notes, Second Warrants, as well as the shares of Common Stock issuable upon conversion and exercise thereof, have not been registered, and to the extent not yet issued, will not be registered, under the Securities Act or applicable state securities laws. Accordingly, these securities may not be reoffered or resold in the United States absent registration with the SEC or an applicable exemption from such registration requirements. The Company relied, in part, on representations made by the Purchasers in the Purchase Agreement. Each Purchaser has represented that it is an "accredited investor" as defined in Regulation D of the Securities Act and that it is acquiring the securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof, and appropriate legends will be affixed to the securities. The sale of the securities did not involve a public offering and was made without general solicitation or general advertising.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are filed or furnished, as applicable, with this Report:

(d) Exhibits

Exhibit Number	Exhibit Description
4.1	Form of Senior Convertible Note (incorporated herein by reference to Exhibit 4.1 to Form 8-K filed by the Company with the Securities and Exchange Commission on May 5, 2026).
4.2	Form of Warrant (incorporated herein by reference to Exhibit 4.2 to Form 8-K filed by the Company with the Securities and Exchange Commission on May 5, 2026).
10.1	Form of Amendment to Securities Purchase Agreement and Registration Rights Agreement, dated August 26, 2026
104	Cover Page Interactive Data File (the cover page XBRL tags are 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.

Dated: August 28, 2026

RENX ENTERPISES CORP.

By:	/s/ Nicolai Brune
Name:	Nicolai Brune
Title:	Chief Financial Officer

Exhibit 10.1

AMENDMENT TO SECURITIES PURCHASE AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

This Amendment To Securities Purchase Agreement and Registration Rights Agreement (this "Amendment") is entered into by and among RenX Enterprises Corp., a Delaware corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser"), effective as of August 26, 2026. Reference is made to (i) that certain Securities Purchase Agreement, dated April 30, 2026 (the "Purchase Agreement"), by and among the Company and the Purchaser; and (ii) that certain Registration Rights Agreement, dated April 30, 2026, by and among the Company and the Purchaser (the "Registration Rights Agreement" and, together with the Purchase Agreement, the "Financing Agreements").

Terms used herein without definition shall have the meaning assigned such terms in the respective Financing Agreement.

WHEREAS, the Company and the Purchaser desire to amend the Purchase Agreement and Registration Rights Agreement to revise the definition of the Second Closing Date and certain of the Company's obligations related to the registration of the shares of Common Stock issuable upon conversion of the First Notes, Second Notes and Second Warrants, in each case as more particularly set forth in this Amendment.

WHEREAS, the Company and the Purchaser have agreed that the Second Closing Date shall occur on the date of this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Purchase Agreement and the Registration Rights Agreement, as applicable, as follows:

1. The definition of "Second Closing Date" set forth in the Purchase Agreement hereby is amended and restated as follows:

   "Second Closing Date" means August 26, 2026 or such other date that may be agreed upon in writing by the Company and the Purchaser, severally and not jointly with any other person that may have purchased securities from the Company pursuant to the Purchase Agreement, provided that all conditions precedent set forth in Sections 2.5(a) and 2.5(c) to (i) the Purchaser's obligations to pay the Subscription Amount for the Second Notes and (ii) the Company's obligations to deliver the Second Notes and accompanying Warrants have been satisfied or waived.

2. Section 2.2 of the Purchase Agreement is hereby amended and restated as follows:

   2.2 Second Closing. On the Second Closing Date, upon the terms and subject to the conditions set forth herein, the Purchaser, severally and not jointly with all other investors that purchased securities under the Purchase Agreement, shall have the right to purchase up to an aggregate of $6,700,000 (pro rata by initial Subscription Amounts with respect to the Initial Closing) of Second Notes and accompanying Warrants.

3. The following definitions in the Registration Rights Agreement are hereby amended and restated as follows:

"First Registration Shares" means, collectively, (i) shares of Common Stock then issued and issuable upon conversion of the Initial Notes (assuming on such date the Initial Notes are converted at the initial Conversion Price (as defined in the Initial Notes) in full and without regard to any conversion limitations contained therein) and (ii) such number of Warrant Shares issued and issuable upon exercise of the Warrants issued and issuable in the Initial Closing (assuming that such Warrants are exercised in full without regard to any exercise limitations therein).

"Filing Date" means, (i) with respect to the Initial Registration Statement required hereunder, the 15th calendar day following the Initial Closing Date, (ii) with respect to the Second Registration Statement required hereunder, the 15th calendar day following the Second Closing Date, (iii) with respect to any Registration Statement(s) required to be filed in connection with any Additional Closing, the 15th calendar day following such Additional Closing Date; provided, however, that if the applicable Filing Date falls on weekend or a federal holiday, then the Filing Date shall be the first Business Day thereafter; for purposes of clarity, a confidential submission of a Registration Statement by the Company with the SEC shall be deemed to be a "filing" for purposes of this Agreement and shall satisfy the Company's obligations hereunder to file such Registration Statement with the SEC by the applicable Filing Date set forth herein.

"Registrable Securities" means:

(a) with respect to the Initial Registration Statement, the First Registration Shares;

(b) with respect to the Second Registration Statement, collectively, (i) such number of shares equal to the difference between (I) all shares of Common Stock then issued and issuable upon conversion in full of the Initial Notes (assuming on such date that the Initial Notes are converted in full at the Floor Price (as defined in the Initial Notes) without regard to any conversion limitations therein) and (II) all shares of Common Stock then issued and issuable upon conversion in full of the Initial Notes (assuming on such date that the Initial Notes are converted in full at the initial Conversion Price (as defined in the Initial Notes) without regard to any conversion limitations therein); (ii) such number of shares of Common Stock then issued and issuable upon conversion of the Second Notes issued in the Second Closing (assuming on such date the Second Notes are converted in full at the Floor Price (as defined in the Second Notes) without regard to any conversion limitations contained therein); and (iii) such number of Warrant Shares issued and issuable upon exercise of the Warrants issued in the Second Closing (assuming that such Warrants are exercised in full without regard to any exercise limitations therein);

(c) with respect to any Registration Statement filed in connection with any Additional Closing, (i) all shares of Common Stock then issued and issuable upon conversion in full of the Additional Notes (assuming on such date that the Additional Notes are converted in full at the Floor Price of the Additional Notes without regard to any conversion limitations therein) and (ii) all Warrant Shares then issued and issuable upon exercise of the Warrants issued and issuable in the Additional Closing (assuming on such date that such Warrants are exercised in full without regard to any exercise limitations therein); and

(d) with respect to each of (a), (b) and (c) of the definition of "Registerable Securities," as set forth above, in addition to the securities set forth therein, any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that in each case, any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company).

4. Section 2(d) of the Registration Rights Agreement is hereby amended and restated as follows:

(d) If: (i) the Second Registration Statement or any Additional Registration Statement, as applicable, is not filed on or prior to its applicable Filing Date (if the Company files such Registration Statement without affording the Holders the opportunity to review and comment on the same as required by Section 3(a) herein or the Company subsequently withdraws the filing of such Registration Statement, the Company shall be deemed to have not satisfied this clause (i) as of the applicable Filing Date), or (ii) the Company fails to file with the Commission a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the Commission pursuant to the Securities Act, within five (5) Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) prior to the effective date of a Registration Statement (other than the Initial Registration Statement), the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the Commission in respect of such Registration Statement within ten (10) calendar days after the receipt of comments by or notice from the Commission that such amendment is required in order for such Registration Statement to be declared effective, or (iv) a Registration Statement (other than the Initial Registration Statement) registering for resale all of the Registrable Securities is not declared effective by the Commission by its applicable Effectiveness Date, or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of fifteen (15) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an "Event", and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such five (5) Trading Day period is exceeded, and for purpose of clause (iii) the date which such ten (10) calendar day period is exceeded, and for purpose of clause (v) the date on which such ten (10) or fifteen (15) calendar day period, as applicable, is exceeded being referred to as "Event Date"), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 2.0% multiplied by the aggregate Subscription Amount paid by such Holder pursuant to the Purchase Agreement. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

4. The provisions of this Amendment are severable and if any part of it is found to be unenforceable the other paragraphs shall remain fully valid and enforceable.

5. Except as specifically modified hereby, all other terms of the Purchase Agreement and the Registration Rights Agreement shall remain in full force and effect. The Purchase Agreement and the Registration Rights Agreement, as amended by this Amendment, constitute the entire agreement between the parties with respect to the subject matter thereof.

6. This Amendment shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first below written.

RenX Enterprises Corp.:

____

Name: Nicolai Brune
Title: Chief Financial Officer
Date: August 26, 2026

[SIGNATURE PAGE TO AMENDMENT TO SECURITIES PURCHASE AGREEMENT AND REGISTRATION RIGHTS AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first below written.

____________________________:

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By:
Name:
Title:
Date:

[SIGNATURE PAGE TO AMENDMENT TO SECURITIES
PURCHASE AGREEMENT ND REGISTRATION RIGHTS AGREEMENT]