

Addendum To Total Image Management Agreement/Lease

Global Office, Inc. agrees to the following addendums to the 39-month Lease Agreement between Global Office, Inc. and Making Waves Academy dated (11-20-22) (“Agreement”).

*During the 39-month timeframe of the Agreement, Global Office, Inc. will not increase or escalate the cost-per-image charges or add any other charges not explicitly identified on the Agreement.

*At least 60-days before the expiration of the Agreement, Global Office, Inc. will notify Making Waves Academy of the deadline for cancellation or renewal of the Agreement in writing and prepare a cancellation letter/letter of intent to Wells Fargo. If Global Office, Inc. fails to provide Making Waves Academy with written notice at least 60-days before the expiration of the Agreement, or if Making Waves Academy notifies Global Office, Inc. that it has elected to cancel/non-renew the Agreement at least 60-days before the expiration of the Agreement and Global Office, Inc. fails to timely provide Wells Fargo with notice of such cancellation/non-renewal, Global Office, Inc. will pay any renewal payments. In no event will Making Waves Academy be responsible for any renewal payments or charges related to renewal if it provides written notice of cancellation to Global Office, Inc. at least 30-days before the expiration of the Agreement. The automatic renewal with Wells Fargo is month-to-month.

*Global Office, Inc. will pay the freight to return the six (6) current Canon copiers to a Canon Financial Services, Inc. warehouse after the new Canon copiers are delivered and installed at Making Waves Academy. At no charge to Making Waves Academy, the six (6) current Canon copiers will be removed from Making Waves Academy facilities by Global Office, Inc. upon the delivery of the new Canon copiers and stored in Global Office, Inc.’s Concord warehouse until Global Office, Inc. ships the copiers to Canon Financial Services, Inc.

*Global Office, Inc. will pay the one-time \$75.00 documentation fee charged by Wells Fargo for the Lease Agreement.

*The Fourth sentence in Section 1 of the Agreement is revised to read:

This Agreement becomes valis upon execution by both parties and commences upon delivery of Equipment to you. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement. If you timely notify us that you do not accept the Equipment and we elect to cancel this Agreement, you will not be responsible for any charges under this Agreement.

*The last sentence of Section 2 of the Agreement is deleted and the third sentence of Section 2 of the Agreement is revised to read:

If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf under this Agreement.

*The first sentence of Section 3 of the Agreement is revised to read:

You agree to keep the Equipment: (1) in good repair, condition and working order excluding reasonable wear and tear, in compliance with applicable manufacturer's and regulatory standards; (2) free and clear of all liens and claims; (3) only at your address shown on page 1, and you agree not to move it unless we agree.

*The ninth sentence of Section 4 is deleted and the third sentence of Section 4 is revised to read:

You will provide 10-days advance written notice to us of any modification or cancellation.

*The Indemnification provisions in Section 4 are revised to read:

We are not responsible for, and you agree to hold us harmless and reimburse us for and defend on our behalf against, any claims for any loss, expense, liability or injury ("Claim") caused by or in any way related to your use or possession of the Equipment, excluding any Claim arising in whole or in part due to Lessor's or any of its employee's or agents's negligence, willful misconduct or violation of law or any term of this Agreement, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of our damage to the Equipment, excluding to any damage or loss caused by Lessor, its employees, or agents.

*Section 5 of the Agreement is revised to read:

ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SULEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.

Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice.

*Section 6 of the Agreement is revised to read:

DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us within sixty (60) days of the due date or if you materially breach any of the covenants, terms and conditions of the Agreement or any other agreement with us or any of our affiliates and failed to cure such breach within thirty (30) days of our written notice of the breach to you, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial business or operating condition, or € any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the Fair Market Value of the Equipment (both discounted at 3%). Rather than requiring you to pay Fair Market Value for the Equipment, we may instead require you to: (1) return the Equipment to us to a location we specify at your expense; and (2) immediately stop using any Financed items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities

to us any money, including depository account balances owed by us to you, whether or not due. If you are in default under this Agreement and fail to cure the default within thirty (30) days of our written notice of the default to you, we may charge you for reasonable expenses incurred in connection with the enforcement of our remedies under this Agreement including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. The net sale of any Equipment will be credited against what you owe us under this Agreement. **NEITHER PARTY WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce a party's rights under this Agreement will not prevent the party from enforcing any rights at a later time. You agree that this Agreement IS A "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. In the even that we materially breach this Agreement or any other agreement with you and do not cure such breach within thirty (30) days after you provide us with written notice of such breach, you may terminate this Agreement, and upon your return of the Equipment to us, you will no longer be responsible for any remaining future payments or charges under this Agreement.

*Section 9 of the Agreement is revised to read:

LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement that is signed by an authorized representative from each party and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of California. Both parties consent to jurisdiction and venue in Contra Costa County in the state of California. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

The terms and conditions of the Agreement remain in full force and effect except as amended herein. Should any term or provision in this Addendum conflict with a term or provision in the Agreement, the terms and provisions of this Addendum shall control. This Addendum cannot be modified except by another written document signed by each party's authorized representative. By signing below, each party represents that it has the authority to enter into this Addendum.

Making Waves Academy

Global Office, Inc.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____