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) **November 19, 2026**

Change Agents Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-38728**	**47-1685128**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I. R. S. Employer Identification No.)

4400 Route 9 South, Suite 3100
Freehold, NJ 07728
(Address of principal executive offices, including ZIP code)

(732) 780-4400
(Registrant's telephone number, including area code)

(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, $0.0001 par value	CHGA	The 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.

Cage Note

On November 19, 2026, the Company issued a promissory note to Allen O. Cage (the "**Cage Note**") in the amount of $600,000 with fixed finance charge of $30,000 due at maturity. A total of $630,000 is be due on maturity on December 19, 2026. The Company may extend the maturity date with no penalty or other charge until January 18, 2027 upon providing timely notice. The Company may prepay the Cage Note in whole or in part at any time without penalty. The proceeds received under the Cage Note was used to repay in full the amounts outstanding under the Company's July 2026 Business Loan and Security Agreement with Agile Funding LLC

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

Cage Exchange Agreement

On November 22, 2026, the Company entered into an exchange agreement with Allen O. Cage (the "**Cage Exchange Agreement**"), pursuant to which Mr. Cage exchanged 300 shares of Series F Convertible Preferred Stock ("**Series F Preferred**") of the Company for (i) 138,889 shares of Common Stock (the "**Cage Exchange Shares**") and (ii) a promissory note (the "**Cage Exchange Note**") in the amount of $250,000, whereby the Company agrees to pay Mr. Cage $125,000 on each of December 15, 2026 and January 15, 2027 (the "**Cage Exchange**") . Following the Cage Exchange, the Company had no shares of its Series F Preferred outstanding and it has no plans to issue any shares of its Series F Preferred. As such, the Company filed a Certificate of Elimination for the Series F Preferred, as described in Item 5.03 below.

The foregoing description of the Cage Exchange Agreement and Cage Exchange Note does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Cage Exchange Agreement and Cage Exchange Note, copies of which are filed as Exhibits 10.1 and 4.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K relating to the Cage Note and Cage Exchange Note is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

The Cage Exchange Shares and the Cage Exchange Note were issued in reliance on the exemption from registration provided by Section 3(a)(9) and/or Section 4(a)(2) of the Securities Act of 1933, as amended. The Cage Note was issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended.

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

Series D Certificate of Elimination

On November 23, 2026, the Company filed a Certificate of Elimination with the Secretary of State of the State of Delaware with respect to the Company's Series D Convertible Preferred Stock ("**Series D Preferred**") (the "**Series D Certificate of Elimination**"). A copy of the Certificate of Elimination with respect to the Company's Series D Preferred is attached as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Series F Certificate of Elimination

On November 23, 2026, the Company filed a Certificate of Elimination with the Secretary of State of the State of Delaware with respect to the Company's Series F Preferred (the "**Series F Certificate of Elimination**"). A copy of the Certificate of Elimination with respect to the Company's Series F Preferred is attached as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

Exhibit No.	Description of Exhibit
3.1	Certificate of Elimination of the Series D Convertible Preferred Stock of Change Agents Corporation
3.2	Certificate of Elimination of the Series F Preferred Stock of Change Agents Corporation
4.1	Promissory Note, dated November 19, 2026, by and between the Company and Allen O. Cage
4.2	Promissory Note, dated November 22, 2026, by and between the Company and Allen O. Cage
10.1	Exchange Agreement, dated November 22, 2026, by and between the Company and Allen O. Cage.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The schedules (and similar attachments) to this exhibit have been omitted from this filing pursuant to Item 601(b)(10) of Regulation S-K. The Company agrees to furnish a supplemental copy of any omitted schedule (or similar attachment) to the Securities and Exchange Commission upon request

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.

Date: November 25, 2026

Change Agents Corporation

/s/ Sam Knipper

Sam Knipper
Chief Financial Officer

Exhibit 3.1

CERTIFICATE OF ELIMINATION

OF

SERIES D CONVERTIBLE PREFERRED STOCK

OF

CHANGE AGENTS CORPORATION

(Pursuant to Section 151(g) of the
Delaware General Corporation Law)

CHANGE AGENTS CORPORATION, a Delaware corporation (the "Corporation") does hereby certify that the following resolutions were duly adopted by the Corporation's Board of Directors:

Resolved, that no shares of the Corporation's Series D Convertible Preferred Stock are outstanding and that no shares of such stock will be issued subject to the certificate of designation previously filed with respect to such stock.

Resolved, that each officer of the Corporation (acting alone) is hereby authorized to file with the Secretary of State of the State of Delaware a certificate pursuant to Section 151(g) of the Delaware General Corporation Law setting forth these resolutions in order to eliminate from the Corporation's certificate of incorporation all matters set forth in the certificate of designations with respect to the aforementioned series of preferred stock of the Corporation.

This Certificate of Elimination shall become effective on November 23, 2026 at 8:30 a.m. (local time in Wilmington, Delaware).

[Signature Page Follows]

In witness whereof, the Corporation has caused this Certificate of Elimination to be signed by its duly authorized officer on the date set forth below.

CHANGE AGENTS CORPORATION

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

Date November 23, 2026

Exhibit 3.2

CERTIFICATE OF ELIMINATION

OF

SERIES F CONVERTIBLE PREFERRED STOCK

OF

CHANGE AGENTS CORPORATION

(Pursuant to Section 151(g) of the
Delaware General Corporation Law)

CHANGE AGENTS CORPORATION, a Delaware corporation (the "Corporation") does hereby certify that the following resolutions were duly adopted by the Corporation's Board of Directors:

Resolved, that no shares of the Corporation's Series F Convertible Preferred Stock are outstanding and that no shares of such stock will be issued subject to the certificate of designation previously filed with respect to such stock.

Resolved, that each officer of the Corporation (acting alone) is hereby authorized to file with the Secretary of State of the State of Delaware a certificate pursuant to Section 151(g) of the Delaware General Corporation Law setting forth these resolutions in order to eliminate from the Corporation's certificate of incorporation all matters set forth in the certificate of designations with respect to the aforementioned series of preferred stock of the Corporation.

This Certificate of Elimination shall become effective on November 23, 2026 at 8:30 a.m. (local time in Wilmington, Delaware).

[Signature Page Follows]

In witness whereof, the Corporation has caused this Certificate of Elimination to be signed by its duly authorized officer on the date set forth below.

CHANGE AGENTS CORPORATION

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

Date November 23, 2026

Exhibit 4.1

PROMISSORY NOTE

Date: November 19, 2026 **Principal Amount:** $600,000.00

FOR VALUE RECEIVED, **Change Agents Corporation,** a Delaware corporation (the "Borrower"), promises to pay to the order of **Allen O. Cage** (the "Lender") the principal sum of **Six Hundred Thousand Dollars ($600,000.00),** together with the fixed financing charge described below, subject to the terms of this Promissory Note (the "Note").

1. Financing Charge and Amount Due.

In addition to principal, Borrower shall pay a fixed financing charge of Thirty Thousand Dollars ($30,000.00). The total balloon payment due under this Note shall be **Six Hundred Thirty Thousand Dollars ($630,000.00).** No other ordinary interest shall accrue under this Note.

2. Maturity and Payment.

The entire $630,000.00 balloon payment shall be due and payable on **December 19, 2026** (the "Original Maturity Date"), unless extended under Section 3. Payment shall be made in immediately available funds to an account designated in writing by Lender.

3. Borrower Extension Option.

Borrower may extend the Original Maturity Date for one additional period of thirty (30) calendar days by delivering written notice to Lender on or before the Original Maturity Date. Upon timely notice, the extension shall be automatic and shall not require Lender's approval. The extended maturity date shall be **January 18, 2027.** No additional interest, extension fee, penalty, or other charge shall be imposed solely because of the extension; the total scheduled balloon payment shall remain $630,000.00.

4. Prepayment.

Borrower may prepay this Note in whole or in part at any time without prepayment penalty. Any prepayment shall be credited first against the fixed financing charge and then against outstanding principal, unless otherwise agreed in writing.

5. Default.

Failure to pay the amount due on the applicable maturity date, after giving effect to any timely extension under Section 3, shall constitute an event of default. Upon default, Lender may pursue remedies available under applicable law. No additional default interest or late fee is imposed by this Note.

6. Governing Law.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws rules.

7. Amendments.

Any amendment or waiver of this Note must be in writing and signed by Borrower and Lender. This Note constitutes the entire agreement between the parties concerning the indebtedness evidenced hereby.

BORROWER: Change Agents Corporation

/s/ Luisa Ingargiola

Luisa Ingargiola
Principal Executive Officer
Change Agents Corporation

LENDER: Allen O. Cage

/s/ Allen O. Cage

Allen O. Cage

Exhibit 4.2

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A "NO-ACTION" LETTER FROM THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION" OR THE "SEC") WITH RESPECT TO SUCH TRANSFER, A TRANSFER MEETING THE REQUIREMENTS OF RULE 144 OF THE COMMISSION, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

PROMISSORY NOTE

Date: November 22, 2026 **Principal Amount:** $250,000.00

FOR VALUE RECEIVED, Change Agents Corporation, a Delaware corporation (the "Borrower"), promises to pay to the order of Allen O. Cage (the "Lender") the principal sum of Two Hundred Fifty Thousand Dollars ($250,000.00), without interest, subject to the terms of this Promissory Note (the "Note").

1. Principal and Amount Due.

The principal amount due under this Note is Two Hundred Fifty Thousand Dollars ($250,000.00). No interest or financing charge shall accrue under this Note.

2. Maturity and Payment.

Borrower shall pay $125,000.00 on December 15, 2026, and $125,000.00 on January 15, 2027. Payment shall be made in immediately available funds to an account designated in writing by Lender.

3. Prepayment.

Borrower may prepay this Note in whole or in part at any time without prepayment penalty. Any prepayment shall be credited against outstanding principal, unless otherwise agreed in writing.

4. Default.

Failure to pay any amount due on the applicable payment date shall constitute an event of default. Upon default, Lender may pursue remedies available under applicable law. No additional default interest or late fee is imposed by this Note.

5. Governing Law.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws rules.

6. Amendments.

Any amendment or waiver of this Note must be in writing and signed by Borrower and Lender. This Note constitutes the entire agreement between the parties concerning the indebtedness evidenced hereby.

BORROWER: Change Agents Corporation

/s/ Sam Knipper
Sam Knipper,
Chief Financial Officer
Change Agents Corporation

LENDER: Allen O. Cage

/s/ Allen O. Cage
Allen O. Cage

Exhibit 10.1

EXCHANGE AGREEMENT

This Exchange Agreement (this "**Agreement**"), dated as of November 22, 2026, is made by and among Change Agents Corporation, a Delaware corporation (the "**Company**"), and the holders of the Exchange Securities signatory hereto ("**Holder**").

WHEREAS, Holder holds three hundred (300) shares of the Company's Series F Convertible Preferred Stock, $0.0001 par value per share (the "**Series F Preferred Stock**" or the "**Existing Securities")** and

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "**Securities Act**"), the Company desires to exchange with Holder, and Holder desires to exchange with the Company, the Exchange Securities held by such Holder for (i) 138,889 shares (the "**Shares**") of the Company's shares of common stock, par value $0.0001 per share ("**Common Stock**") and (ii) a promissory note in the amount of $250,000 in the form attached hereto as Exhibit A (the "**Note**" and together with the Share, the "**Exchange Securities");**.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and Holder, with respect to itself, agree as follows:

1. Terms of the Exchange. The Company and Holder agree that Holder will exchange the Existing Securities held by such Holder and will relinquish any and all other rights it may have under the Existing Securities in exchange for the Exchange Securities owing in respect of such Existing Securities.

2. Closing. Upon satisfaction of the conditions set forth herein, a closing shall occur at the principal offices of the Company, or such other location as the parties shall mutually agree. At closing, Holder shall deliver the Existing Securities held by such Holder to the Company and the Company shall deliver to such Holder the Exchange Securities owing in respect of such Existing Securities. Upon closing, any and all obligations of the Company to Holder under the Existing Securities shall be fully satisfied, the certificates evidencing the Existing Securities shall be cancelled and Holder will have no remaining rights, powers, privileges, remedies or interests under the Exchange Securities.

3. Further Assurances

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

4. Representations and Warranties of Holder. Holder represents and warrants as of the date hereof and as of the closing to the Company as follows:

a. Authorization; Enforcement. Holder has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by Holder and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Holder and no further action is required by Holder. This Agreement has been (or upon delivery will have been) duly executed by Holder and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of Holder enforceable against Holder in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

b. Tax Advisors. Holder has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, Holder relied solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Holder understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

c. Information Regarding Holder. Holder is an "accredited investor," as such term is defined in Rule 501 of Regulation D promulgated by the United States Securities and Exchange Commission (the "**Commission**") under the Securities Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of companies in private placements in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable Holder to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. Holder has the authority and is duly and legally qualified to purchase and hold the Exchange Securities. Holder is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

d. Legend. Holder understands that the Exchange Securities will be issued pursuant to an exemption from registration or qualification under the Securities Act and applicable state securities laws, and except as set forth below, the Exchange Securities shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A "NO-ACTION" LETTER FROM THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION" OR THE "SEC") WITH RESPECT TO SUCH TRANSFER, A TRANSFER MEETING THE REQUIREMENTS OF RULE 144 OF THE COMMISSION, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

e. Removal of Legends. Certificates evidencing the Shares shall not be required to contain the legend set forth in Section 4(d) above or any other legend (i) while a registration statement covering the resale of such securities is effective under the Securities Act, (ii) following any sale of such Shares pursuant to Rule 144 (assuming the transferor is not an affiliate of the Company), (iii) if such Shares are eligible to be sold, assigned or transferred under Rule 144 and Holder is not an affiliate of the Company (provided that Holder provides the Company with reasonable assurances that such Underlying Shares are eligible for sale, assignment or transfer under Rule 144 which shall include an opinion of Holder's counsel), (iv) in connection with a sale, assignment or other transfer (other than under Rule 144), provided that Holder provides the Company with an opinion of counsel to Holder, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Underlying Shares may be made without registration under the applicable requirements of the Securities Act or (v) if such legend is not required under applicable requirements of the Securities Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the Commission). If a legend is not required pursuant to the foregoing, the Company shall no later than two (2) business days following the delivery by Holder to the Company or the transfer agent (with notice to the Company) of a legended certificate representing such Shares (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer, if applicable), together with any other deliveries from Holder as may be required above in this Section 4(e), as directed by Holder, either: (A) provided that the Company's transfer agent is participating in the DTC Fast Automated Securities Transfer Program, credit the aggregate number of shares of Underlying Shares to which Holder shall be entitled to upon conversion of the such Exchange Securities held by Holder to Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system or (B) if the Company's transfer agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver (via reputable overnight courier) to Holder, a certificate representing such Shares that is free from all restrictive and other legends, registered in the name of Holder or its designee..

f. Restricted Securities. Holder understands that: (i) the Exchange Securities have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) Holder shall have delivered to the Company (if requested by the Company) an opinion of counsel to Holder, in a form reasonably acceptable to the Company, to the effect that such Exchange Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) Holder provides the Company with reasonable assurance that such Exchange Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto) (collectively, "**Rule 144**"); and (ii) any sale of the Exchange Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the Exchange Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC promulgated thereunder.

5. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to Holder:

a. Authorization. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "**Exchange Documents**") and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the board of directors of the Company or the Company's stockholders in connection therewith, including, without limitation, the issuance of the Exchange Securities has been duly authorized by the Company's board of directors and no further filing, consent, or authorization is required by the Company, its board of directors or its stockholders.

b. Organization. The Company is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction and has the requisite power and authorization to own their properties and to carry on its business as now being conducted and as presently proposed to be conducted.

c. Securities Law Exemptions. Assuming the accuracy of the representations and warranties of Holder contained herein, the offer and issuance by the Company of the Exchange Securities is exempt from registration under the Securities Act. The offer and issuance of the Exchange Securities is exempt from registration under the Securities Act pursuant to the exemption provided by Section 3(a)(9) thereof. The Company covenants and represents to Holder that neither the Company nor any of its Subsidiaries has received, anticipates receiving, has any agreement to receive or has been given any promise to receive any consideration from Holder or any other Person in connection with the transactions contemplated by the Exchange Documents.

d. Issuance of the Exchange Securities. The issuance of the Exchange Securities is duly authorized by the Company, when issued in accordance with the Exchange Securities, will be duly and validly issued, fully paid and non-assessable, free from all taxes, liens, charges and other encumbrances imposed by the Company other than restrictions on transfer provided for in such documents.

e. SEC Reports and Financial Statements. The Company has delivered or made available to each Purchaser accurate and complete copies (excluding copies of exhibits) of each report, registration statement, and definitive proxy statement filed by the Company with the United States Securities and Exchange Commission ("SEC") since January 1, 2026 (collectively, with all information incorporated by reference therein or deemed to be incorporated by reference therein, the "SEC Reports"). As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): each of the SEC Reports complied in all material respects with the applicable requirements of the Securities Act, or the Securities Exchange Act of 1934, as amended (the "Exchange Act").

6. Additional Acknowledgments. Holder and the Company confirm that the Company has not received any consideration for the transactions contemplated by this Agreement. Pursuant to Rule 144 promulgated by the Commission pursuant to the Securities Act and the rules and regulations promulgated thereunder as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule 144, the holding period of the Exchange Securities tacks back to the issue date of the Existing Securities. The Company hereby confirms that Holder currently is not and will not be upon closing of this Agreement (individually or together as a group) deemed an "affiliate" as defined in Rule 144. The Company agrees not to take a position contrary to this paragraph.

7. Release by Holders. In consideration of the foregoing, Holder releases and discharges Company, Company's officers, directors, principals, control persons, past and present employees, insurers, successors, and assigns ("**Company Parties**") from all actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against Company Parties ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever, whether or not known or unknown, arising under the Exchange Securities. It being understood that this Section 7 shall be limited in all respects to only matters arising under or related to the Exchange Securities and shall under no circumstances constitute a release, waiver or discharge with respect to the Securities or any Exchange Documents or limit Holder from taking action for matters with respect to the Securities or any Exchange Document or events that may arise in the future.

8. Miscellaneous.

a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

b. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to the choice of law principles thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, City of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives any objection that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

d. Counterparts/Execution. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic file signature page (as the case may be) were an original thereof.

e. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered or sent (i) postage prepaid by registered mail, return receipt requested, or (ii) by facsimile, to the respective parties as set forth below, or to such other address as either party may notify the other in writing.

If to the Company, to:

Change Agents Corporation
400 Route 9, Suite 3100
Freehold, NJ, 07728
Attn: Chief Financial Officer
Email: sam@changeagentscorp.com

With a copy to (which shall not constitute notice):

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112
Attn: Richard Friedman, Esq.
Email: rafriedman@sheppard.com

If to a Holder, to the address set forth on the signature page of such Holder.

f. Expenses. The parties hereto shall pay their own costs and expenses in connection herewith.

g. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral, between the parties. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by all parties, or, in the case of a waiver, by the party waiving compliance. Except as expressly stated herein, no delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder preclude any other or future exercise of any other right, power or privilege hereunder.

h. Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CHANGE AGENTS CORPORATION

By: /s/ Sam Knipper
Name: Sam Knipper
Title: Chief Financial Officer

HOLDER:

/s/ Allen O. Cage, Jr.
Allen O. Cage, Jr.

Address for Notices:

Address for delivery of Exchange Securities:

Same as above

EXHIBIT A

FORM OF NOTE
(see attached)

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A "NO-ACTION" LETTER FROM THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION" OR THE "SEC") WITH RESPECT TO SUCH TRANSFER, A TRANSFER MEETING THE REQUIREMENTS OF RULE 144 OF THE COMMISSION, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

PROMISSORY NOTE

Date: November 22, 2026 **Principal Amount:** $250,000.00

FOR VALUE RECEIVED, Change Agents Corporation, a Delaware corporation (the "Borrower"), promises to pay to the order of Allen O. Cage (the "Lender") the principal sum of Two Hundred Fifty Thousand Dollars ($250,000.00), together with interest as provided in this Note, subject to the terms of this Promissory Note (the "Note").

1. Principal and Interest.

Simple interest accrues on the outstanding principal balance from the date of this Note until paid at a rate of 4.00% per annum, calculated on the basis of actual days elapsed and a 365-day year.

2. Maturity and Payment.

Borrower shall pay $125,000.00 of principal on December 15, 2026, and $125,000.00 of principal on January 15, 2027, less any principal prepaid and credited to the applicable installment. All accrued and unpaid interest is due on each payment date. Payment shall be made in immediately available funds to an account designated in writing by Lender.

3. Prepayment.

Borrower may prepay this Note in whole or in part at any time without prepayment penalty. Any prepayment shall be credited against outstanding principal, unless otherwise agreed in writing. Upon full prepayment, all accrued and unpaid interest is also due.

4. Default.

Failure to pay any amount due on the applicable payment date shall constitute an event of default. Upon default, Lender may pursue remedies available under applicable law. No additional default interest or late fee is imposed by this Note.

5. Governing Law.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws rules.

6. Amendments.

Any amendment or waiver of this Note must be in writing and signed by Borrower and Lender. This Note constitutes the entire agreement between the parties concerning the indebtedness evidenced hereby.

BORROWER: Change Agents Corporation

Sam Knipper. Chief Financial Officer Change Agents Corporation

LENDER: Allen O. Cage

Allen O. Cage