

AMENDMENT TO INCOME SHARE AGREEMENT

This Amendment to Income Share Agreement, dated as of January 19th, 2021 ("Amendment"), between Kable Academy Inc. ("Company") and Drake Hobson ("Member"), (collectively with Company, each a "Party", and together the "Parties").

RECITALS:

A. WHEREAS, Member and Company have entered into an Income Share Agreement ("ISA") stated above, governing Member's payment obligations to the Company in exchange for Member's admittance into the Kable Academy program. Any capitalized terms not defined herein shall have the respective meanings given to them in the ISA.

B. WHEREAS Company and Member hereby desire to amend the ISA to incorporate the additional terms as set forth herein.

NOW, THEREFORE, each Party agrees as follows:

1. Amendment to ISA.

The below listed terms (as set forth in the ISA) are hereby amended to include the following new meanings as set forth in this Amendment:

ISA Tuition Amount: \$8,000

- \$6,500 approved – Butler County/Ohio Means Jobs approval

Income Share Percentage (ISP): 7%

Minimum Monthly Required Payments: 36

Minimum Annual Gross Income Threshold: \$40,000

Payment Cap: \$8,800

2. Representations and Warranties. Each Party hereby represents and warrants to the other Party that (i) it has full power and authority to enter into this Amendment and (ii) this Amendment has been duly authorized, is valid and enforceable against it and is not in contravention of any law, order or agreement by which it is bound.

3. Survival of ISA.

For the avoidance of doubt, except as specifically set forth in this Amendment, the ISA shall remain in full force and effect and is hereby ratified and confirmed. The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of the ISA.

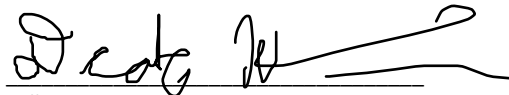
4. Counterparts.

This Amendment may be executed in multiple counterparts and all of such counterparts when taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic or PDF transmission shall be as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment by its duly authorized representative dated as of the day first referenced herein.

[Student Signature]

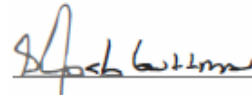
[Kable Academy Signature]



Full Name:

Date:

01/19/2021



Full Name: S. Josh Guttman

Title: CEO/Director

Date: October 7, 2020