ASSUMPTION AND PARTICIPATION AGREEMENT

This Assumption and Participation Agreement is dated as of [Trade Date], and is made and entered into between purchaser the ("Transferee") and StartEngine Primary LLC ("Primary").

1. **Purchase of Securities**

    a. The Transferee has agreed to buy the securities of Espre Technologies, Inc.("Company") identified on StartEngine Secondary (the "Securities") at the price identified thereon.

    b. The purchaser acknowledges that the rights and obligations relating to the Class B Non-voting Common Stock are governed by the Espre Technologies, Inc.'s certificate of incorporation and bylaws.

    c. Transferee understands that the Securities were issued or originally sold subject to certain contractual terms and conditions as established in the following agreements of the Company(the "Agreement"):

        i. Subscription Agreement

    d. Transferee agrees that as a condition to the transfer of the Securities, Transferee assumes all obligations of the holders of Securities under the Agreement to the extent such obligations relate to the holding of the Securities as if such Transferee had acquired the securities directly from the Issuer, as defined below.

    e. In particular, without limitation with respect to any other provisions of the Agreement, the Company notes that the following terms will apply to the Transferee:

        i. The Transferee agrees that as a condition to the transfer of the Securities, it shall be subject to all the same conditions, obligations and restrictions applicable to the Shares or to the Transferor with regard to ownership of the Shares in effect immediately prior to the transfer of the Securities.

2. **Execution**

    a. This Agreement shall be executed by electronic affirmation of the Transferee concurrently with the provision of payment for the Securities by checking the box indicating the Transferee's agreement to the terms hereof.

3. **Governing Law**

    a. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in such state. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby, including, without limitation, any suit, action, or proceeding brought under federal securities law, shall be brought in Chancery

Court in the State of Delaware and each Member hereby consents to the exclusive jurisdiction of the Chancery Court in the State of Delaware (and of the appropriate appellate courts therefrom) in any suit, action or proceeding, and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum; provided, that if the Chancery Court in the State of Delaware shall not have jurisdiction over such matter, then such suit, action or proceeding may be brought in other federal or state courts located in the State of Delaware. Each Transferee hereby waives the right to commence an action, suit or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement, or the transactions contemplated hereby or thereby in any court outside of the Chancery Court in the State of Delaware. Process in any suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any court. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court.

Acknowledged and Agreed:

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Transferee

Signing: StartEngine Primary LLC

By: */s/ Howard Marks*

Howard Marks
CEO