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 Uncle's Ice Cream("Company") identified on StartEngine Secondary (the "Securities") at the price identified thereon.

    b. The purchaser acknowledges that the rights and obligations relating to the Common Stock are governed by the Uncle's Ice Cream'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, including but not limited to the conditions, obligations and restrictions imposed by the Subscription Agreement, the relevant excerpts of which are attached hereto as Exhibit A.

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:

_____

Transferee

Signing: StartEngine Primary LLC

By: */s/ Howard Marks*

Howard Marks
CEO

EXHIBIT A

Extracts from Subscription Agreement

22. Voting Proxy. Subscriber shall appoint the Chief Executive Officer of the Company (the "CEO"), or his or her successor, as the Subscriber's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to, consistent with this instrument and on behalf of the Subscriber, (i) vote all Securities, (ii) give and receive notices and communications, (iii) execute any instrument or document that the CEO determines is necessary or appropriate in the exercise of its authority under this instrument, and (iv) take all actions necessary or appropriate in the judgment of the CEO for the accomplishment of the foregoing. The proxy and power granted by the Subscriber pursuant to this Section are coupled with an interest. Such proxy and power will be irrevocable. The proxy and power, so long as the Subscriber is an individual, will survive the death, incompetency and disability of the Subscriber and, so long as the Subscriber is an entity, will survive the merger or reorganization of the Subscriber or any other entity holding the Securities. However, the Proxy will terminate upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933 covering the offer and sale of Common Stock or the effectiveness of a registration statement under the Securities Exchange Act of 1934 covering the Common Stock.