

**THE INVESTOR UNDERSTANDS THAT THE INVESTMENT CONTEMPLATED BY THIS AGREEMENT HAS NOT BEEN REVIEWED, APPROVED, OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF ANY INFORMATION GIVEN TO THE INVESTOR OR ANY OTHER INVESTOR IN ASSOCIATION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**THE SECURITIES ISSUED HEREUNDER HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT SET FORTH IN SECTION 4(A)(6) THEREOF AND IN SEC RULE 227 PROMULGATED THEREUNDER, AS WELL AS OTHER EXEMPTIONS FROM REGISTRATION REQUIREMENTS. SALES WILL BE MADE ONLY TO RESIDENTS OF NORTH CAROLINA. OFFERS AND SALES OF THESE SECURITIES ARE MADE UNDER THE INVEST NC EXEMPTION FROM REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THE SECURITIES, ANY RESALE OF THE SECURITIES ISSUED HEREUNDER SHALL BE MADE ONLY TO PERSONS RESIDENT WITH THE STATE OF NORTH CAROLINA.**

**THE INVESTOR ACKNOWLEDGES AND AGREES THAT IN MAKING AN INVESTMENT DECISION, IT MUST RELY ON ITS OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THERE IS NO GUARANTEE OF RETURNS. INVESTOR FURTHER ACKNOWLEDGES AND AGREES THAT IT MAY LOSE ITS ENTIRE INVESTMENT.**

### **REVENUE SHARING AGREEMENT**

THIS REVENUE SHARING AGREEMENT (this "*Agreement*") is entered into by and between Maurer's Minute Mechanic, Inc., a North Carolina Corporation (the "*Company*" or "*Issuer*") and ("*Investor*"). This Agreement is one in a series of Revenue Sharing Agreements (collectively, "*RSAs*") being issued by the Company to the Investor and other investors (collectively, the "*RSA Holders*") pursuant to the terms of those certain NC PACES Act offering materials (as supplemented or amended from time to time) (the "*Disclosure Document*") available on the Company's website at [www.MaurersMinuteMechanic.com/investors](http://www.MaurersMinuteMechanic.com/investors) (the "*Company Offering Profile*") pursuant to which the Company will raise up to an aggregate amount of \$100,000 from investors (the "*Offering*"). The purchase and sale of the RSAs is governing by the terms of the Subscription Agreement.

**Section 1. Certain Defined Terms.**

For the purposes of this Agreement, certain capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them on Exhibit A attached hereto and incorporated herein by reference or as otherwise defined in the Disclosure Document.

**Section 2. Investment Amount and Payment Terms.**

2.01 Investment Amount. Investor has agreed to invest the “Accepted Investment Amount” set forth on the signature page of the Subscription Agreement, to which Investor is a party. For purposes of the Agreement such amount is referred to as the “*Investment Amount*”.

2.02 Payment Terms. Beginning on the Commencement Date, the Investor shall be entitled to receive Revenue Share Payments from the Company. Payments shall be made in accordance with the Company’s Payment Schedule, in an amount equal to the Investor’s portion of the Revenue Share Amount. All Revenue Share Payments shall be paid directly to the Investor as designated in Appendix I. Revenue Share Payments shall continue until the earlier of: (i) the date Investor has received Investor’s proportionate share of payments from the Company pursuant to this Agreement totaling, in the aggregate, the Maximum Total Return; or (ii) termination of this Agreement as provided herein. Investor is not entitled to any Revenue Share Payments or other payments from the Company with respect to any Gross Revenue received by the Company prior to the Commencement Date or after the Termination Date. All payments hereunder shall be in lawful money of the United States of America and shall be made proportionately among all RSA Holders (based upon the Investment Amount of each RSA Holder as it relates to the Total Investment Amount).

2.03 Interest and Penalties. No payment of the Revenue Share Amount made to an Investor by the Company shall be allowed to have an interest payment that exceeds any statutory maximum interest rate imposed by Federal or state law. To the extent that a payment of the Revenue Share Amount has an estimated interest rate that exceeds a statutory maximum interest rate imposed by Federal or state law, the Company will reduce the payment of the Revenue Share Amount to the maximum payment allowable under Federal or state laws. The immediate future payments of the Revenue Share Amount will include any unpaid amounts until there is no balance of any unpaid amounts. To the extent that any payment of the Revenue Share Amount is not paid within five (5) business days of such payment becoming due to the Investor, and the delay is not excused, the Company shall be assessed a late payment charge at an annual rate equal to five percent (5%) based on the number of days elapsed out of a 365 day calendar year. A delay shall be excused under this paragraph to the extent it is due to events outside of the Company’s control, including without limitation an act of God or the actions or inactions of a third-party payment processor or the Investor, provided that the Company will take all reasonable efforts to make the payment as soon as practicable. This late payment charge shall be cumulative and assessed once per month against the unpaid amounts due to the Investor from the Company from the due date until the date of payment thereof and shall accrue and be added to any balance of unpaid amounts subject to late payment.

2.04 Maximum Payments. In no event shall the Company pay, and the Investor shall have no rights to receive, an aggregate amount of payments would exceed the Investor’s proportionate share of the Maximum Total Return.

### **Section 3. Payment Upon Change of Control.**

Upon a Change of Control at any time prior to the payment in full of the Maximum Total Return to the RSA Holders, the Company shall pay directly to the RSA Holders or into a separate bank account established by the Company for further distribution to the RSA Holders (a “**Holding Account**”), prior to or simultaneously with the closing of such Change of Control, an amount equal to the then unpaid portion of the Maximum Total Return, which shall be distributed to RSA Holders in proportion to each RSA Holder’s proportionate share thereof.

### **Section 4. Prepayment.**

The Company may pay off all of the RSAs in their entirety at any time by paying the RSA Holders their proportionate amount of any unpaid portion of the Maximum Target Return. The Company may make partial prepayments, provided that all partial prepayments shall be made proportionately among all of the RSA Holders based on their respective Investment Amounts.

### **Section 5. Issuer Report Requirements.**

**5.01 Reporting Requirements.** Pursuant to the obligations under the NC PACES Act, beginning forty-five (45) days after the end of the fiscal quarter in which the Offering is reached, the Issuer shall provide a report to the RSA Holders (the “**Company Report**”). The Company Report shall be distributed to RSA Holders in accordance with the Reporting Schedule and shall continue until all RSA Holders have received payments from the Issuer totaling, in the aggregate, the Maximum Total Return.

**5.02 Contents of Company Report.** The Company Report required by Section 5.01 shall be provided to Investor free of charge. The Issuer may satisfy the reporting requirement of this section by making the information available on an internet website if the information is made available within forty-five (45) days of the end of each Reporting Schedule date. The Issuer shall file each such Company Report and must provide a written copy of the Company Report to any investor upon request. The Company Report must contain each of the following: (a) compensation received by each director and executive officer, including cash compensation earned since the previous Company Report and on an annual basis and any bonuses, stock options, other rights to receive securities of the issuer or any affiliate of the issuer, or other compensation received; (b) an analysis by management of the issuer of the business operations and financial condition of the issuer.

### **Section 6. Inspection Rights.**

The Company shall maintain books, records, documents and other written evidence, consistent with its normal accounting procedures and practices, sufficient to reasonably and accurately reflect the performance of its obligations under this Agreement and the determination of the Revenue Share Amount (collectively, the “**Records**”). Prior to the payment in full of the Maximum Total Return to the RSA Holders, Investor, at the Investor’s expense, shall have access, no more than once annually, upon reasonable prior notice, during regular business hours and in such a reasonable manner determined by the Company so as to not interfere with the regular business activities of the Company (including providing access simultaneously to other RSA Holders), to the Records for the sole purpose of confirming, checking, reviewing, examining or verifying the accuracy of the amounts paid to the Investor under this Agreement, to the extent reasonably necessary for such purpose.

## **Section 7. Events of Default; Remedies.**

7.01 Events of Default. Each of the following events constitutes an “*Event of Default*” for purposes of this Agreement:

- (a) if three (3) consecutive Revenue Share Payments are not paid by the Company directly to RSA Holders or into the Holding Account for further pro rata distribution to the Investor and the other RSA Holders on or prior to the due date, to the extent the delay is not excused, as defined in this Agreement, and each such non-payment continues for a period of five (5) business days thereafter, regardless of whether any previous payments remain outstanding;
- (b) if any one (1) Revenue Share Payment Amount is not paid by the Company directly to RSA Holders or into the Holding Account for further distribution to the Investor and the other RSA Holders on or prior to the due date, to the extent the delay is not excused, as defined in this Agreement, and the non-payment continues for a period of sixty (60) days thereafter;
- (c) an involuntary proceeding has been commenced or an involuntary petition has been filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any of its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, and, in any such case, such proceeding or petition has continued undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing has been entered;
- (d) the Company has (i) voluntarily commenced any proceeding or filed any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (c) immediately above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;
- (e) if (i) the Company breaches any other covenant of the Company contained in this Agreement, and such breach continues for a period of thirty (30) business days after the Majority RSA Holders deliver written notice of the breach to the Company, or (ii) any representation or warranty made in this Agreement by the Company shall be materially incorrect when made or deemed made.

7.02 Remedies. If an Event of Default occurs under Section 7.01(a), Section 7.01(b), or Section 7.01(e) and is continuing, then at the option and upon the declaration of, and upon written notice to the Company by, the Majority RSA Holders, the Company’s payment obligations hereunder shall accelerate and any unpaid Maximum Total Return shall become due and payable to the RSA Holders and, in the case of an Event of Default pursuant to Section 7.01(c) or Section 7.01(d), the Company’s payment obligations hereunder shall automatically accelerate and any unpaid Maximum Total Return shall become due and payable to the RSA Holders. Upon and Event of Default (that is not cured as provided herein), the Investor may employ an attorney to enforce the Investor’s rights and remedies and Company hereby agrees to pay to the Investor’s reasonable attorneys’ fees not exceeding a sum

equal to fifteen percent (15%) of the Investor's Proportionate Share, plus all other reasonable expenses incurred by the Investor in exercising any of the Investor's rights and remedies upon default. The rights and remedies of the Investor as provided in this Agreement shall be cumulative and may be pursued singly, successively, or together against any other funds, property or security held by the Investor for payment or security, in the sole discretion of the Investor. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

### **Section 8. Unsecured Obligations of the Company; Subordination.**

8.01 Unsecured Obligation; No Voting Rights; No Personal Recourse. Notwithstanding anything contained herein to the contrary, the obligations of the Company to the Investor under this Agreement shall be unsecured obligations of the Company. The obligations in this Agreement are the corporate obligation of the Company only and no recourse shall be had against any past, present or future officer, director, member, manager, shareholder, employee or owner of the Company (the "*Company Insiders*") directly. The rights and indebtedness evidenced by this Agreement are subordinated in right of payment, to the extent and in the manner set forth in the paragraph below, to all other indebtedness of the Company created prior to the date of this Agreement, including that certain convertible promissory note in the amount of \$5,000 issued to one of the Company Insiders (such indebtedness, the "*Prior Debt*"). This Agreement does not convey to Investor any voting rights as related to the operations of the Company.

8.02 Subordination. Upon request by the Company, and provided that no unexcused default shall have occurred under this Agreement, the Investor agrees to enter into a mutually acceptable and commercially reasonable subordination agreement with a commercial bank or other lending institution subordinating the Company's obligations to the extent and in the manner set forth herein to up to the lesser of (a) the principal amount of the indebtedness to such bank or institution, or (b) the Investor's Proportionate Share.

8.03 Bankruptcy Priority. If there shall occur any receivership, insolvency, assignment for the benefit of creditors, bankruptcy, reorganization, or arrangements with creditors (whether or not pursuant to bankruptcy or other insolvency laws), sale of all or substantially all of the assets, dissolution, liquidation, or any other marshaling of the assets and liabilities of Company, (i) no amount shall be paid by the Company to the Investor under this Agreement unless and until the principal of and interest on the Prior Debt then outstanding shall be paid in full, and (ii) no claim or proof of claim shall be filed with the Company by or on behalf of the Investor which shall assert any right to receive any payments under this Agreement except subject to the payment in full of the principal of and interest on all of the Prior Debt then outstanding.

8.04 No Impairment. Subject to the foregoing paragraphs, nothing contained in this Section 8 shall impair, as between the Company and the Investor, the obligation of the Company, subject to the terms and conditions hereof, to pay to the Investor the Investor's proportionate Revenue Share Amount as and when the same become due and payable, or shall prevent the Investor, upon default hereunder, from exercising all rights, powers and remedies otherwise provided herein or by applicable law.

### **Section 9. Termination.**

This Agreement as well as the Company's obligation to pay the Maximum Total Return to the RSA Holders pursuant to all outstanding RSAs issued in the Offering shall terminate only (i) upon written consent of all of the RSA Holders; or (ii) immediately upon the receipt by the RSA Holders of payments from the Company pursuant to such outstanding RSAs totaling, in the aggregate, the Maximum Total Return (the “*RSA Termination Date*”). Notwithstanding anything contained herein to the contrary, in the event the Investor has not received the Investor’s Proportionate Share prior to the RSA Termination Date, the Company shall pay to the Investor, on or before the RSATermination Date, an amount equal to the Investor’s Proportionate Share.

Notwithstanding the foregoing or anything contained herein to the contrary, the provisions of Sections 10, 11,12 and 13 shall survive any termination of this Agreement.

### **Section 10. Use and Ownership of Confidential Information.**

10.01 By the Company. The Company agrees: (a) to use all Confidential Information only to the extent necessary to enable the Company to assess the Investor's investment in the Company; (b) not to disclose or provide any Investor Confidential Information to any person or entity without the Investor's prior written consent; and (c) not to copy or reproduce any of Investor Confidential Information. Ownership of all right, title and interest in the Investor Confidential Information shall remain at all times with the Investor, and nothing in this Agreement shall give any right, title or interest in, or license to, any such Investor Confidential Information to the Company (or any other person or entity). The Company's obligations set forth in this Section 10.01 shall indefinitely survive the termination of this Agreement.

10.02 By the Investor. The Investor agrees: (a) to use all Confidential Information only to the extent necessary to enable the Company to assess the Company’s determination of the Revenue Share Amount; (b) not to disclose or provide any Company Confidential Information to any person or entity without the Company's prior written consent; and (c) not to copy or reproduce any of Company Confidential Information. Ownership of all right, title and interest in the Confidential Information shall remain at all times with the Company, and nothing in this Agreement shall give any right, title or interest in, or license to, any such Confidential Information to the Investor (or any other person or entity). The Investor's obligations set forth in this Section 10.02 shall indefinitely survive the termination of this Agreement.

### **Section 11. Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed duly delivered if delivered personally (upon receipt), or one (1) business day after being delivered by a recognized overnight delivery service, or upon transmission, if sent via electronic mail (with confirmation of receipt). Notices to each party shall be addressed as follows:

if to the Company, to:	Maurer’s Minute Mechanic, Inc. Attn: Martin Maurer 1717 Pocosin Road Winterville, NC 28590 mmaurer@maurersminutemechanic.com
if to the Investor, to:	the address and/or email set forth on the signature page of the Subscription Agreement

	or the Investor's address and/or email address registered on the records of the Company
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Either party may specify a different address for notices to be sent by providing at least five (5) days' prior written notice of such change in address to the other party.

### **Section 12. Consent to Electronic Delivery.**

The Investor hereby agrees that the Company may deliver all RSAs, notices, financial statements, tax reports, valuations, reports, reviews, analyses or other materials, and any and all other documents, information and communications concerning the affairs of the Company, including, without limitation, information about the investment, required or permitted to be provided to the Investor under the RSA or hereunder by means of e-mail or by posting on an electronic message board or by other means of electronic communication. The Company also needs the Investor to consent to the Company giving the Investor certain disclosures electronically, either via the Company Offering Profile or to the email address the Investor provides to the Company. By entering into this Agreement, the Investor consents to receive electronically all RSAs, documents, communications, notices, contracts, and agreements arising from or relating in any way to the Investor's or the Company's rights, obligations or services under this Agreement. This consent shall be in addition to any consent given in the Subscription Agreement.

### **Section 13. Characterization of Investment.**

The parties agree that they shall treat this Agreement as debt for financial and tax and all other applicable purposes, and not as equity. Investor agrees to comply with all applicable laws governing the making of loans to businesses in the jurisdiction in which they are resident. Investor hereby authorizes the Company to make any withholding required by law. Investor agrees to provide to Company any necessary tax form (whether a Form W-9 or comparable form) as the Company may request. The Company makes no representation about whether the Internal Revenue Service will agree with the agreements of the parties in this Agreement.

### **Section 14. Entire Agreement and Amendments.**

This Agreement, and all other outstanding RSAs, may not be modified or amended except pursuant to a written instrument signed by the Company and the Majority RSA Holders. No amendment or modification altering Section 9 shall be effective absent a written instrument signed by the Company and all of the RSA Holders. Except as otherwise expressly provided herein, this Agreement represents the entire agreement between the relevant parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises, and proposals, whether oral, written, or electronic, between them.

### **Section 15. Severability.**

In case any provision contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### **Section 16. Successors and Assigns.**

The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, the parties' successors and assigns. The rights and obligations of the Investor under this Agreement may only be assigned with the prior written consent of the Company. This Agreement may be sold, assigned, or otherwise transferred only pursuant to an effective registration under the federal securities laws and qualification under applicable state securities laws, or an exemption from the registration and qualification requirements of the applicable state and federal laws, and the Company shall have received evidence of such exemption. This Agreement is transferable only on the books of the Company.

**Section 17. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of North Carolina, without giving effect to the principles of conflicts of law.

**Section 18. Counterparts.**

This Agreement may be executed in three or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

[Signature Page Follows]



IN WITNESS WHEREOF, this Agreement has been duly executed as of the effective date below.

Effective Date (which is the date of Closing as set forth in the Subscription Agreement):

\_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_

Printed: Martin R. Maurer, President and CEO

**INVESTOR (if an entity):** \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**INVESTOR (if an individual):** \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXHIBIT A DEFINITIONS**

“**Change of Control**” means (a) the Company's consummation of a merger, consolidation, reorganization or similar business transaction, unless immediately after such transaction more than 50% of the outstanding voting power of the surviving or resulting entity is held by persons or entities who or that were members of the Company immediately before the transaction; or (b) the Company's consummation of a sale of all or substantially all of its assets.

“**Closing**” has the meaning set forth in the Subscription Agreement.

“**Commencement Date**” means the date defined in Appendix I.

“**Company**” shall mean the entity defined in the opening paragraph of the Agreement, including all subsidiaries, affiliates, successors and assigns.

“**Company Confidential Information**” means, whether or not such information is designated or marked by the Company as confidential, proprietary or secret, (a) any and all financial, technical and other information regarding the Company and its business, products, assets or properties; and (b) any and all proprietary information, materials, know-how and trade secrets of the Company with regard to the ideas, technology, products, business or business methods (whether or not in written, electronic, machine readable or other tangible form) of the Company, any parent, subsidiary or affiliate of the Company, or any of their respective officers, directors, members, managers, employees or agents.

“**Gross Revenue**” means all gross revenues collected by the Company during the time period between the Commencement Date and Termination Date, reduced by returns and bad debts recognized by the Company in accordance with generally accepted accounting principles, consistently applied; except that Gross Revenue does not include cash, securities and other assets received from loans, sales of securities and other capital raising events. For the avoidance of doubt, the Revenue Share Amount in later periods may be reduced by returns and/or bad debts from sales in prior periods, if such returns and/or bad debts were not known or recognized until the later period(s). For example, if the Company determined Gross Revenue in Q6 totaled \$100,000 and returns equal to \$5,000 were recognized by the Company in Q7, then Revenue Share for Q7 would be reduced by 5% ( $\$5,000 / \$100,000$ ) in order to account for the \$5,000 in returns that occurred in that period.

“**Initial Closing**” has the meaning set forth in the Disclosure Document.

“**Investor's Proportionate Share**” means Investor's proportionate share of the Maximum Total Return less the sum of all previous payments made by the Company to the Investor pursuant to this Agreement

“**Majority RSA Holders**” means holders of a majority of the Total Investment Amount of the RSAs issued in the Offering.

“**Maximum Revenue Share Amount**” means the maximum amount, as defined in Appendix I, the Company allocates for the Offering.

**“Maximum Target Return”** means the Target Return, as defined in Appendix I, with respect to the Total Investment Amount of the RSAs issued in the Offering.

**“Offering”** shall have the meaning set forth in the opening paragraph of the Agreement.

**“Payment Schedule”** means the date(s), as defined in Appendix I, when the Company shall make a Revenue Share payment to the Investor.

**“Payment Schedule Gross Revenues”** means the Company’s Gross Revenue during a certain Payment Schedule period, as defined in Appendix I.

**“Reporting Schedule”** means the Company’s obligation to provide periodic reports, as set forth on Appendix I.

**“Revenue”** means gross income from Company’s ordinary and customary business operations, reported in accordance with generally accepted accounting principles consistently applied.

**“Revenue Share Amount”** means a portion of the Gross Revenue, as determined exclusively by the Company, in which the Company shall pay RSA Holders in accordance with the Payment Schedule defined in Appendix I.

**“Revenue Share Payments”** means the periodic payments made by the Company to the Investor, as more particularly defined in Appendix I.

**“RSA Termination Date”** means the date, as defined in Section 9 of the Agreement, in which this Agreement no longer has legal effect.

**“Total Investment Amount”** shall mean the total aggregate amount of investments received by the Company from all RSA Holders participating in the Offering.

## APPENDIX I

<b>OFFERING INFORMATION</b>	
<b>Total Offering Amount</b>	\$100,000
<b>Minimum Offering Amount:</b>	\$25,000
<b>Minimum Purchase and Caps on Investment:</b>	<p><b>\$2,500.00 Minimum; however, the Company, at its sole discretion, may accept smaller investments.</b></p> <p><b>Purchasers that are not Accredited Investors as defined under federal securities laws may not invest more than \$5,000. There is no cap on Purchasers that qualify as Accredited Investors</b></p>
<b>Purchasers:</b>	North Carolina Residents approved by the Company. Purchasers must provide proof of residency.
<b>Launch:</b>	As soon as possible after the later of (1) March 31, 2020 or (2) receipt of the notice of compliance for the Offering from North Carolina regulators (the “ <b>Launch Date</b> ”).
<b>Target Date for Termination of the Offering:</b>	The earlier of March 31, 2021 or such date that is the 12-month anniversary date from the Launch Date (the “ <b>Target Date</b> ”).
<b>REVENUE SHARE INFORMATION</b>	
<b>Percentage of the Issuer’s Gross Revenue to be allocated to make Revenue Share Payments:</b>	10%
<b>Maximum Revenue Share Amount to be paid in connection with the Offering:</b>	\$150,000 (or 1.5x of the Total Offering Amount)
<b>Investor’s minimum repayment amount:</b>	1.5X Invested Amount (“ <b>Target Return</b> ”)
<b>Investor’s maximum repayment amount:</b>	Target Return
<b>REVENUE SHARE PAYMENT TERMS</b>	
<b>Commencement Date:</b>	The date on which the fifth required quarterly report following the Initial Closing date is due. For example, if the Initial Closing Date is April 23, 2020, then the Commencement Date (i.e., the due date for the fifth quarterly report) would be August 15, 2021.

<b>Revenue Share Payment Schedule:</b>	The first Revenue Share Payment will be made within 30 days following the Commencement Date. For example, if the Initial Closing Date is April 23, 2020, then the Commencement Date (i.e., the due date for the fifth quarterly report) would be August 15, 2021, and the first Revenue Share Payment would be due on or before September 15, 2021 (i.e., within 30 days of August 15, 2021 which is the due date for the fifth quarterly report for the fourth fiscal quarter.) All subsequent payments will follow the same timetable on a quarterly basis.
<b>Reporting Schedule:</b>	<p>The reporting schedule to be followed is defined in 18 NCAC 06A .2057 QUARTERLY REPORTS:</p> <ul style="list-style-type: none"> <li>(a) The issuer shall provide quarterly reports to the investors and file the reports with the Administrator until no securities issued in the securities offering are outstanding.</li> <li>(b) The issuer’s first quarterly report shall be due 45 days after the end of the fiscal quarter in which the minimum offering amount is reached.</li> <li>(c) In addition to the information required by G.S. 78A-17.1(c), a quarterly report shall include the status of the securities offering, indicating the progress of the securities offering toward the target offering amount.</li> </ul>
<b>Prepayment:</b>	The Company may pay off all of the RSAs in their entirety at any time by paying the RSA Holders their proportionate amount of any unpaid portion of the Maximum Target Return. The Company may make partial prepayments, provided that all partial prepayments shall be made proportionately among all of the RSA Holders based on their respective Investment Amounts.
<b>Revenue Share Paid to:</b>	directly to Investor by the Company (or its agent)
<b>Rights of RSA Holders:</b>	RSA Holders have no right to vote or direct the management of the Company.
<b>Transfer Restrictions:</b>	For a period of six months from the original issuance of the RSAs, the RSAs may only be transferred or resold to residents of North Carolina.

**See the Disclosure Documents and Subscription Agreement for details related to Closing and Escrow**