

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of March 23, 2020, by and among Maurer's Minute Mechanic, Inc., a North Carolina corporation ("Issuer") and Jake Farrar, as escrow agent (the "Escrow Agent").

Collectively, the Issuer and Escrow Agent shall be referred to as the "Parties." The contact information for Escrow Agent is as follows:

Jake Farrar  
Van Winkle Law Firm  
11 N. Market St., Asheville, NC 28801  
P: (828) 258-2991 F: (828) 255-0255  
www.vwlawfirm.com

Jake Farrar, the Escrow Agent, is the individual with authority to respond to inquiries pertaining to the Escrow Account.

WHEREAS, the Issuer has filed a notice with the Administrator of Securities of the State of North Carolina (the "Administrator") to claim its exemption for a Local Public Offering under the NC PACES Act. Pursuant to the requirements under the NC PACES Act, the Issuer proposes to enter into this Escrow Agreement.

WHEREAS, the Escrow Agent represents that he is an attorney licensed to practice in North Carolina with custody over an IOLTA account with HomeTrust Bank dedicated to this transaction, which account's deposits are federally insured up to the maximum allowable per deposit. The Escrow Agent is willing to act as the Escrow Agent and to hold the funds under the terms of this Agreement.

WHEREAS, the Issuer proposes to offer and sell certain securities (the "Offering") to investors (each, an "Investor" and collectively, "Investors") pursuant to an exemption from registration under the Securities Act of 1933, as amended, and pursuant to exemptions from registration under the securities laws of North Carolina through N.C.G.S. 78A-17.1, 18 NCAC 06.A .2001 through .2076, and 18 NCAC 06.A .2101 through .2120 ("NC PACES Act"), the terms of which are more fully described in the disclosure materials prepared by the Issuer and filed with the Administrator (the "Disclosure Documents").

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. Issuer hereby appoints the Escrow Agent as its escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein. The Escrow Agent shall be under no duty to give the property held in escrow by it hereunder any greater degree of care than it gives its own similar property, except where specifically required by law.

2. Bank and Account Information. The Financial Institution used by Escrow Agent to facilitate the Escrow Account shall be HomeTrust Bank, located at 10 Woodfin Street, Asheville, NC 28801, reachable by phone at (828) 254-8144 and online at www.htb.com. The person in charge of responding to Escrow Account inquiries for the bank shall be [\_\_\_\_\_]. The account number of the Escrow Account used by Escrow Agent relating to this transaction is: [\_\_\_\_\_]

3. Deposit of Funds. Investors shall deposit all monies to be paid to Issuer prior to the Closing (as defined below) for the purchase of securities in the Offering (the “Escrow Funds”) in the Escrow Account with the Escrow Agent designated as “IOLTA Fiduciary MMM LPO” (the “Escrow Account”).

4. Information Required from Issuer. The Issuer and its agents will provide Investors instructions on deposit information to the Escrow Account. The Issuer will provide the Escrow Agent with a copy of each subscription agreement. The Issuer will provide the Escrow Agent with the name, address, the date of commitment by the Investor, the date the subscription agreement was deemed accepted by the Issuer (with the sale of securities pending completion of various closing conditions set forth therein), and amount of each accepted subscription, including the monies to be paid for such subscription and number of securities to be received for such monies.

5. Safekeeping of Funds. The Escrow Agent will keep the Escrow Funds, segregated in the Escrow Account until the Escrow Agent releases the Escrow Funds to the Issuer or returns them to the Investors under the terms of this Agreement. Unless the Administrator directs to the contrary, the Escrow Agent will hold the funds deposited in the Escrow Account as directed by the Issuer in a federally insured IOLTA maintained with a bank or financial institution. The Escrow Agent shall be responsible for prudent processing, safeguarding, and accounting for the funds and information entrusted to it by investors and Issuer. Escrow Funds are not assets of the Issuer and are not subject to judgment or creditors’ claims against the Issuer until the Escrow Funds are released to the Issuer under this Agreement.

6. Target Date; Minimum Investment. If before 3:00 P.M. (local time) on the later of (a) March 31, 2021 or (a) the date that is the twelve month anniversary of the date of the notice of compliance issued by the Administrator to the Issuer in connection with the Offering, (the “Target Date”), the Escrow Funds deposited in the Escrow Account amount to or exceed \$25,000 (the “Minimum Investment”), then the Escrow Agent will release the Escrow Funds to the Issuer (hereinafter referred to as the “Closing”) provided that:

(a) the Escrow Agent has provided the Administrator with a notice stating that the Minimum Investment has been deposited into the Escrow Account before the Target Date, and

(b) the Escrow Agent has, in its sole discretion, verified that the Escrow Funds deposited in the Escrow Account have cleared and are available.

7. Return of Escrow Funds to Investors. If, by the Target Date, the Escrow Funds deposited in the Escrow Account do not equal or exceed the Minimum Investment, the Escrow Agent will: send notice to the Issuer and the Administrator in writing that it has not received the Minimum Investment and promptly return to each Investor the amount of Escrow Funds (without interest) the Escrow Agent received on behalf of that Investor. Until the Minimum Investment has been reached, any Investor may notify the Issuer in writing that it wishes to withdraw its investment. The Issuer shall immediately notify the Escrow Agent in writing of the Investor’s intention to withdraw and the Escrow Agent shall then promptly return all corresponding Escrow Funds (without interest) to the withdrawing Investor. If the Escrow Agent receives written notice from the Issuer stating that the Offering has been abandoned or terminated prior to Closing, the Escrow Agent will promptly return to each Investor the Escrow Funds (without interest) the Escrow Agent received on behalf of that Investor. In the event that any Escrow Funds must be returned to the Investor(s), for any reason, the cost of return shall be attributable solely to the Issuer and the Escrow Agent agrees to use its best efforts to release the funds within five (5) business days of receipt of written notice.

8. Interest on IOLTA Account. The Escrow Agent will distribute any interest earned on the funds held in the Escrow Account to the North Carolina State Bar as required by 27 NCAC 01A .1316.

9. [intentionally omitted]

10. Revocation of Exemption. If, at any time before the Escrow Agent releases the funds at Closing, the Administrator advises the Escrow Agent that it has revoked or suspended the exemption for the Offering made available under the NC PACES Act, the Administrator may direct the Escrow Agent:

- (a) not to release the funds in the Escrow Account until further notice by the Administrator, or
- (b) to promptly release to each Investor the Escrow Funds (without interest) that the Escrow Agent received on behalf of that Investor.

11. Termination. This Agreement shall terminate upon the first to occur of:

- (a) Abandonment or termination of the Offering, followed by written notice of the same from Issuer to Escrow Agent;
- (b) The Minimum Investment is not reached by the Target Date;
- (c) The resignation of the Escrow Agent, as more fully described in paragraph 14; or
- (d) Immediately after Closing (once the Minimum Investment has been reached).

Escrow Agent will not accept any Escrow Funds and shall promptly return to Investor any monies it may receive from Investors after such termination. In the event of termination in accordance with subsection (d) of this paragraph 11, Issuer shall send notice of alternate funding designation to any additional Investors. Issuer and Escrow Agent shall send Administrator notice within ten (10) days of termination, regardless of the reason for such termination, as required under 18 NCAC 06A .2024.

12. Responsibility. The Escrow Agent will act as a depository only, and its sole responsibility will be to act in accordance with the terms of this Agreement and in keeping with 18 NCAC 06A, its sub-chapters, and any rules, regulations, or statutes incorporated by reference therein as they may relate to the duties of an Escrow Agent, Lawyer, or Lawyer's Trust Accounting and to ensure that any independent contractors employed by Escrow Agent will also act in keeping with this standard.

13. Disputes. In the event of a dispute between the Issuer and any Investor, Escrow Agent will take action or perform services in accordance with the NC PACES Act, the Rules promulgated by the Administrator, and if it is impossible for Escrow Agent to carry out its duties faithfully, then Escrow Agent may resign, allowing sufficient time for a new escrow agent to take over.

14. Resignation.

(a) The Escrow Agent may resign at any time from its obligations under this Agreement by providing written notice to the Issuer. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been given. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction or its successor Escrow Agent all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Agreement; provided however, the Escrow Agent shall be entitled to its compensation earned prior thereto. The Escrow Agent shall not be responsible for the appointment of a successor escrow agent hereunder.

(b) The Escrow Agent shall resign in accordance with the terms of subsection (a) of this paragraph in the event of: (i) a conflict of interest or dispute which would prevent its continued faithful service under this Agreement, or (ii) any suspension or termination of the active practice of law by Escrow Agent in the State of North Carolina during the term of the Agreement.

15. Recordkeeping. Escrow Agent shall administer the Escrow Account in compliance with NCGS 78A-17.1 and Rules .2023 through .2028. In accordance with 18 NCAC 06A .2023 and .2027, the Escrow Agent will keep for a period of six (6) years after the first deposit has been made into the Escrow Account records (the "Records") that disclose:

- (a) the names, addresses, and telephone numbers of each subscriber,
- (b) the amount of money received on behalf of each subscriber,
- (c) the amount and date of the securities purchased,
- (d) the date that the Escrow Agent released or returned the funds held in the Escrow Account.

Should the signatory Escrow Agent be removed or resign as Escrow Agent pursuant to this Agreement before the completion of its duties, it shall transfer all records and accounts to the custody of any court of competent jurisdiction or its successor Escrow Agent and notify the Administrator in writing within five (5) days of the completion of this transfer. The Escrow Agent will provide to the Administrator, on request, true, complete and current copies of the Records.

16. Compensation of Escrow Agent. The Issuer will pay the Escrow Agent reasonable compensation pursuant to the Escrow Agent's hourly rate, in an amount not to exceed \$4,000 for its services, including account setup, recordkeeping, correspondence, disbursement of funds, and account closing. Payment for such escrow services shall be deemed earned upon the Escrow's Agent's performance of services and must be paid to Escrow Agent whether or not the Offering succeeds.

17. Liability. The Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for the Escrow Agent's fraud, willful misconduct or gross negligence. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable, directly or indirectly, for any (a) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, or (b) special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

18. Indemnity. Issuer shall indemnify, defend and save harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable fees and expenses of in house or one outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, or the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except to the extent that such Escrow Agent Losses have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnitee, or (b) the Escrow Agent following any instructions or other directions from the Issuer, except to the extent that its following any such instructions or directions are expressly forbidden by

the terms hereof. The parties acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

19. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below or transmitted by electronic mail with a signed PDF attachment if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) business day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties hereto at the address set forth below, or at such other address as such party may specify by written notice to the other parties hereto:

Notices to Issuer:

Maurer's Minute Mechanic, Inc.  
1717 Pocosin Road  
Winterville, NC 28590  
Facsimile: N/A  
Email: mmaurer@maurersminutemechanic.com  
Attention: Martin Maurer

Notices to Escrow Agent:

Van Winkle, Buck, Wall, Starnes, and Davis, P.A.  
11 N. Market Street  
Asheville, NC 28801  
Facsimile: 828-255-0255  
Email: JFarrar@vwlawfirm.com  
Attention: Jake Farrar

20. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto; provided however, that the Escrow Agent may amend this Agreement to update or include the bank information in Section 2. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party hereto, without the prior consent of the other parties hereto. The duties of any party hereto shall not be assigned to another without the prior written consent of Administrator. This Agreement shall be governed by and construed under the laws of the State of North Carolina. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of North Carolina. The parties hereto hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or electronic transmission in portable document format (.pdf), and such facsimile or .pdf will, for all purposes, be deemed to be the original signature of such party whose signature

it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The parties represent, warrant and covenant that each document, notice, instruction or request provided by such party to the Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided herein, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and Issuer any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder.

[signature page to follow]

[signature page to Escrow Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**ISSUER:**

MAURER'S MINUTE MECHANIC, INC.

DocuSigned by:  
By: *Martin Maurer* \_\_\_\_\_  
Name: Martin Maurer, President

**ESCROW AGENT:**

DocuSigned by:  
By: *Jake Farrar* \_\_\_\_\_  
Name: Jake Farrar