



Maurer's Minute Mechanic, Inc.

A NORTH CAROLINA CORPORATION

LPO DISCLOSURE DOCUMENT

March 31, 2020

Targeting up to \$100,000 of Investment

Revenue Sharing Agreements

Sales will be made only to residents of North Carolina. Offers and sales of these securities are made under an exemption from registration and have not been registered under the Securities Act of 1933. For a period of six months from the date of the sale by the issuer of the securities, any resale of the securities (or the underlying securities in the case of convertible securities) shall be made only to persons resident within the state of North Carolina.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended, and the applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

If you invest in this offering, you are investing in a type of high-risk, speculative business venture. You may lose all of your investment, so you need to consider whether you can afford the loss of your entire investment.

PAYMENT FOR THE REVEUNE SHARING AGREEMENTS SHOULD BE DIRECTED TO THE ESCROW AGENT UNTIL AT LEAST THE MINIMUM OFFERING AMOUNT IS REACHED.

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FORWARD LOOKING STATEMENTS

Some of the information in this document constitutes forward-looking statements within the definition of the Private Securities Litigation Reform Act of 1995. Our actual results could differ materially from these forward-looking statements. You can identify forward looking statements by forward-looking words such as “might,” “expect,” “plan,” “anticipate,” “contemplate,” “believe,” “estimate,” “intends,” and “continue” or similar words. You should read statements that contain these words carefully, because they:

- discuss future expectations;
- contain projections of future results of operations or financial condition; or
- state other “forward-looking” information.

Two examples of forward-looking statements in this document are our projections and our risk factors. Management decisions, marketing and other resources and future demand for our products and services in our market as well as competition may cause actual results to differ from the forward-looking statements or projections contained in this document. There may be other events in the future that we are not able to predict accurately or over which we have no control. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document.

All forward-looking statements attributable to us, or any person acting on our behalf, are expressly qualified in their entirety by the cautionary statements made by our management here and elsewhere. Except to the extent required by applicable laws, rules and regulations, we undertake no obligations to update these forward-looking statements to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events.

Investors in the RSAs are urged to consult with their independent legal, financial, accounting, tax and other professional advisors regarding the information set forth herein with respect to their investment in the RSAs. Nothing in this Disclosure Document shall be deemed tax or legal advice by the Company.

COMPANY BACKGROUND

Our Company

Maurer's Minute Mechanic, Inc. (the "**Company**", "**we**", "**our**" or "**us**") plans to build, own and operate proprietary, self-service kiosks that enable automobile users to determine the cause of a "check engine" warning light displayed on an automobile dashboard. The Company's kiosk, which is called My Minute Mechanic, provides 24/7 access and is available on a fee basis that is significantly lower than repair shop charges. The Company is a newly formed North Carolina corporation based in Winterville, NC.

The Problem

All cars are required to meet the On-Board Diagnostics ("**OBD**") standard, which is a vehicles self-diagnostic and reporting capability. If there is a vehicle malfunction, a warning light appears on the vehicle dashboard. A diagnostic device is required to determine the specific cause of the warning light. A repair shop or car dealer generally will charge the vehicle owner to determine the cause of the warning light. The nationwide price for a single automotive diagnostic typically ranges from \$85 to \$110.

Most consumers do not realize that dealership service departments and some chain repair shops, just like salespeople, have quotas to meet. Unfortunately, this has brought some unsavory upselling tactics and practices into play, and in the auto industry it is known as "building a ticket" or "padding the bill". These practices are so prevalent, and in some cases even to the point of intimidating, that investigative shows like 20/20 ([*20/20 Undercover Investigation on Repair Shop Fraud and Dishonesty*](#), September 12, 2014) and CBC Radio Canada ([*Car Dealership Ripoff: Hidden-Camera Investigation*](#), September 23, 2017) have aired segments on the subject. The topic was described in a 2014 book by Marty Guerrero, *Exposed: Auto Repair's Dirty Little Secrets to Rip You Off!*. As a result of these practices, vehicle owners have a sense of unease and distrust when dealing with automotive repair people.

An alternative to using the repair shop to diagnose the cause of the dashboard warning light is to purchase a hand-held OBD diagnostic device. Many vehicle owners are not interested in, or capable of, doing their own repairs. The hand-held OBD diagnostic device, depending upon the model, can be expensive. Although some automotive parts stores will provide the diagnostic service for free, an automotive parts store may not be accessible to the vehicle owner, especially if a motorist is driving on a trip in an unfamiliar area, or if it is after business hours when the dashboard light appears.

The Solution

My Minute Mechanic is the first stand-alone self-service auto diagnostic kiosk. The Company intends to place My Minute Mechanic kiosks in accessible, convenient locations at gas stations, car washes, convenience stores, auto parts stores, and car service stations.

To operate My Minute Mechanic, a user would park their vehicle adjacent to the kiosk, insert their credit card for a \$10 payment, attach the retractable OBD reader cable to the port under the left side of the vehicle dashboard, and read the diagnostic result on the My Minute Mechanic display. The code is provided with a layman's explanation so that the user does not need to ask a mechanic for interpretation. Results of the OBD diagnosis can be transmitted electronically to the



user. The kiosk is accessible 24/7. Two videos describing the My Minute Mechanic can be accessed at the website <https://www.maurersminutemechanic.com/videos>.

The Market

The number of vehicles in the US is large and aging.

- 284.5 million registered vehicles in the United States in 2019 accord to Hedges & Company (<https://hedgescompany.com/automotive-market-research-statistics/auto-mailing-lists-and-marketing/>).
- 3.3 million registered vehicles in North Carolina in 2017 according to Statista (<https://www.statista.com/statistics/196010/total-number-of-registered-automobiles-in-the-us-by-state/>).
- 11.8 years average age of automobiles and trucks in operation in the US in 2019 according Department of Transportation, Bureau of Transportation Statistics, reports that (<https://www.bts.gov/content/average-age-automobiles-and-trucks-operation-united-states>).

We aim to install the My Minute Mechanic kiosks in locations such as convenience stores, gas stations, car wash facilities and auto parts stores.

- 56,521 convenience stores (excludes gas stations and gas stations with convenience stores) in the US in 2019 (IBISWorld).
- 21,103 gas stations (excludes gas stations with convenience stores) in the US in 2019 (IBISWorld).
- 106,893 gas stations with convenience stores (excludes establishments that are gas station only) in the US in 2019 (IBISWorld).
- 66,708 car wash and auto detailing establishments (excludes oil change and automotive repair and maintenance facilities) in the US in 2019 (IBISWorld).
- 27,000 automotive parts and accessories store establishments in the US in 2019 (<https://www.firstresearch.com/Industry-Research/Automotive-Parts-and-Accessories-Stores.html>).

Business Strategy

The Company will place My Minute Mechanic kiosks at locations convenient to motorists to address the urgent need to know what the dashboard engine light signifies. Revenue received from kiosk use will be shared with the owner of the site (convenience store, gas station, car wash, auto parts store, etc.). A typical charge will be \$10 for single use, and 20% of the fee will be shared with the site owner.

The Company intends to target facilities with multiple locations including the major brand gas stations and convenience stores.

Additional fees may be earned from targeted advertising on the kiosk. For example, a convenience store may advertise drink and meal specials.

Our Competition

Competition is found in three areas:

1. Car dealerships and repair shops, which generally charge \$85 to \$100 for a single diagnostic reading. This sector does not address the need for 24/7 availability, convenience of location, and a lower price.

2. Hand-held units, which can be purchased from auto parts stores. Many consumers are not interested in owning equipment, which may be used one time. Additionally, if a hand-held unit is not already owned, it does not address the 24/7 access. Competitive hand-held OBD devices are offered by companies that include, but are not limited to, Automatic Labs, Continental, Tom Tom, Magneti Marelli, Danlaw, CalAmp, Metromile, ERM Telematics, Mojio, Intel, Xirgo Technologies, Azuga, Verizon, Geotab, Vector Informatik, AVL Ditest, Autel, and Bosch Diagnostics. Prices range from under \$5, plus shipping, for a device that connects wirelessly to a user's smartphone, but may require an additional app purchase (and only provides codes in technical terms), to over \$14,000 for a high-end, hand-held unit. A one-time need-to-know engine light cause is much less expensive using the Maurer's Minute Mechanic kiosk as compared to the price of a hand-held unit.
3. Auto parts stores, which may run the diagnostic test for free. Our research shows that auto parts stores would like to exit that service as it is time consuming and results in unhappy customers if the wrong part is purchased upon the recommendation of the auto parts store employee.

The existence of other OBD devices does not eliminate consumer demand for the My Minute Mechanic kiosk. It should be noted that many vehicle owners own vacuums and air compressors, and yet vehicle owners continue to use pay-for-service vacuum stations and air pumps that are found at gas stations, convenience stores, car washes and other locations.

Intellectual Property

Our founder, Martin R. Maurer, has filed one US patent application and two US trademark applications, which include Maurer's Minute Mechanic as a word mark and The Maurer's Minute Mechanic logo, all of which have been assigned to the Company. Additional intellectual property related to the kiosk design, data and knowhow has also been assigned to the Company. The patent application, trademark applications and all other My Minute Mechanic related intellectual property developed by Martin Maurer has been assigned to the Company.

Product Status

We do not currently have a fully functioning prototype. The Company intends to use a significant amount of the proceeds of this Offering to engage Atlantic Design of Washington LLC ("**Atlantic Design**") (www.admlc.net) to build the first two prototype kiosks. Atlantic Design is a full service design and engineering shop with the ability to manufacture all My Minute Mechanic kiosks required for the first year. Drew LaBarbera, Ph.D., founder and CEO of Atlantic Design, is serving as the Director of Engineering for Maurer's Minute Mechanic (see The Team below).

Approximately six to eight weeks will be required to complete the prototype development and testing.

The Company has identified convenience stores, gas stations, car washes, and automotive service shops that have expressed interest to serve as sites for hosting the My Minute Mechanic kiosks once our prototype is available. The Company is evaluating potential sites based upon customer traffic, ease of access, location, store brand and other factors. We expect that the first prototype will be installed at a Greenville area business to test the kiosk and collect user data for a period of several weeks. Information and observations from the test period will be used to make modifications to the My Minute Mechanic kiosk before producing additional units.

The Team

Executive Officers

Martin R. Maurer, CEO and Founder: Recently a Client Advisor and Finance Manager for Barbour-Hendrick Honda and has over 15 years' experience in the auto industry in various positions. Martin has managerial experience in other fields of industry including Nike, Double AA Rentals and was also a program coordinator for the Department of Social Services. Martin is a distinguished graduate of Pitt Community College with a degree in Human Services. Mr. Maurer is currently employed outside of the Company and works on his own time for the Company for no salary. In the event we raise the targeted investment amount, we will begin to pay Martin a small salary for his work with us, but until we raise additional funding beyond the target amount he will continue to have outside employment.

John Ciannamea, Chief Financial Officer: John has over 30 years' experience as an investor, director and mentor with emerging technology companies and has served as CFO for several companies. He serves as Senior Managing Director of Blackhawk Technologies, LLC, a financial advisory firm assisting companies with licensing and selling assets. John received BS and MS degrees from Rensselaer Polytechnic Institute and an MBA from Virginia Commonwealth University. John will not be working for the Company on a full-time basis.

Board of Directors

Martin Maurer, see The Team section for Mr. Maurer's biography.

John Ciannamea, see The Team section for Mr. Ciannamea's biography.

David Mayo, Business Advisor and faculty member teaching in the field of entrepreneurship in the Miller School of Entrepreneurship at East Carolina University. He is a graduate of North Carolina State University as well as a graduate of East Carolina University with an MBA. David began his professional career by managing property around the Greenville, NC area, and trading stocks professionally. David worked as the manager of product development for a Raleigh, NC based startup that focused on network security. David later worked as a consultant where he helped over 400 entrepreneurs raise \$30,000,000 in debt and equity financing and increase sales by nearly \$40,000,000. While a consultant, he also launched two new businesses, a global manufacturing company that makes products for the water-sports industry, and a web-based contractor placement service to connect small businesses with website and application development specialists.

Advisors

Ryan Butcher, Software Advisor: Entrepreneur, Inventor and Investor. Ryan is the co-founder of eAudit and also the founder of Voxini. Ryan was also the chief architect at Lab 148/Advanced Telepresence, LLC, and a senior web systems engineer for the Department of Defense. He was the co-founder and CEO of eAudit.com, a software company serving the logistics industry, which was sold in 2019. Ryan is a graduate of East Carolina University and also holds 3 certifications as a Microsoft system engineer.

Max Diehl, Master Mechanic: Currently a master mechanic at Barbour-Hendrick Honda. Max has over 20 years' experience as an auto mechanic having 5 ASE certifications as well as certifications and specialty awards in 3 major brands of vehicles which include Honda, Mazda and Suzuki.

Drew LaBarbera, Ph.D., Director of Engineering: Founder and CEO of Atlantic Design, an engineering services company and manufacturing business. Drew began his professional career at Los Alamos National Laboratory, where he has involved in US nuclear weapons research. Dr. LaBarbera received four degrees

from North Carolina State University: BS, MS and Ph.D. in mechanical engineering and an MS in materials science

THE OFFERING

The Revenue Sharing Agreements entitle the Investor to receive their pro rata share of 10% (the “**Revenue Share Percentage**”) of the total gross revenue collected by the Company each fiscal quarter, commencing with the fifth fiscal quarter immediately following the Initial Closing of the Offering, until such time as the Investor has received payments totaling in the aggregate 1.5 times (1.5x) such Investor’s original investment amount (the “**Maximum Revenue Share Amount**”). For example, an investor who has subscribed \$2,000 will participate in the revenue sharing until receiving a total of \$3,000 in disbursements from Company, which represents the initial \$2,000 investment returned and an additional \$1,000. An investor in the RSAs may not receive his/her initial invested principal back at the end of the RSA term nor is there any guarantee on how long it will take for an investor to receive any of their invested principal back.

Revenue Share Payment Example for a Single \$5,000 Investor

Quarterly Revenue Share Payment Example For Single \$5,000 Investor	
Total Amount of RSAs Issued	\$100,000
Amount Invested by Investor	\$5,000
Investor’s Percentage of Total RSAs Issued	5%
Total Gross Quarterly Revenue	\$250,000
Revenue Share Payment Percentage	10%
Total Quarterly Revenue Share Payment Available for All Investors	\$25,000
Quarterly Payment to \$5,000 Investor	\$1,250

OFFERING SUMMARY OF TERMS

<i>Securities to Issue:</i>	Revenue Sharing Agreements (“ RSAs ”), which are unsecured subordinated general obligations of the Company to repay the investor using a prescribed percentage of Company revenue (see Exhibit A, Revenue Sharing Agreement, for detailed explanation and all RSA definitions).
<i>Target Offering Amount:</i>	Up to \$100,000 in the aggregate of new capital through the issuance of RSAs
<i>Minimum Offering Amount:</i>	\$25,000
<i>Minimum Purchase and Caps on Investment:</i>	<p>\$2,500.00 Minimum; however, the Company, at its sole discretion, may accept smaller investments.</p> <p>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.</p>

<i>Purchasers:</i>	North Carolina Residents approved by the Company (the “ <i>LPO Purchasers</i> ” or “ <i>RSA Holders</i> ”). LPO Purchasers must provide proof of residency.
<i>Launch:</i>	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 “ <i>Launch Date</i> ”).
<i>Target Date for Termination of Offering:</i>	The earlier of March 31, 2021 or such date that is the 12-month anniversary date from the Launch Date (the “ <i>Target Date</i> ”).
<i>Percentage of the Issuer’s Gross Revenue to be Allocated to Revenue Share Payments:</i>	10%
<i>Maximum Revenue Share Amount to be Paid in Connection with the Offering:</i>	\$150,000 (or 1.5x of the Total Offering Amount)
<i>Investor’s Maximum Repayment Amount:</i>	1.5 times the invested amount (“ <i>Target Return</i> ”)
<i>Total Investment Amount:</i>	Means the total aggregate amount of investments received by the Company from all RSA Holders participating in the Offering.
<i>Maximum Target Return:</i>	Means the Target Return with respect to the Total Investment Amount of the RSAs issued in the Offering
<i>Commencement Date:</i>	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.
<i>Revenue Share Payment Schedule:</i>	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.

<i>Reporting Schedule:</i>	<p>The reporting schedule to be followed is defined in 18 NCAC 06A.2057 QUARTERLY REPORTS:</p> <ul style="list-style-type: none"> (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. (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 (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..
<i>Prepayment:</i>	<p>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.</p>
<i>Revenue Share Paid To:</i>	<p>Directly to Investor by the Company (or its agent)</p>
<i>RSA Termination Date"</i>	<p>The RSAs 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 "<i>RSA Termination Date</i>")</p>
<i>Rights of RSA Holders:</i>	<p>RSA Holders have no right to vote or direct the management of the Company.</p> <p>The RSAs may not be modified or amended except pursuant to a written instrument signed by the Company and the holders of a majority of the Total Investment Amount of the RSAs issued in the Offering ("<i>Majority RSA Holders</i>"). The Majority RSA Holders, and not an individual investor, have the option to trigger acceleration of payment under the RSAs upon the occurrence of certain Events of Default.</p>
<i>Transfer Restrictions:</i>	<p>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.</p>

***Documentation and
Subscription Process:***

Investors interested in subscribing to the offering will need to complete an eligibility questionnaire, provide evidence of NC residency, execute a subscription agreement with Company and execute the RSA documenting their investment. Investors need to direct all payments for the amount of RSAs they wish to subscribe for (the “**Requested Investment Amount**”) by check as instructed by the Company. You will receive copies of the eligibility questionnaire, subscription agreement, the RSA and instructions on how to complete your subscription directly from the Company.

By executing the subscription agreement and RSA Investors consent to electronic delivery of disclosures and notices from the Company.

We may accept or reject your subscription in whole or in part for any reason, in our sole discretion.

Closing Conditions. Each purchase of securities (the “**Closing**”) is conditioned upon satisfaction of the following closing conditions: (a) acceptance by the Company of each Subscription Agreement with respect to such amount of RSA as indicated on the signature page attached thereto (the “**Accepted Investment Amount**”), (b) receipt either by Jake Farrar of The Van Winkle Law firm (the “**Escrow Agent**”), if the minimum offering amount has not been reached, or by the Company directly, if the Initial Closing has occurred, of payment of the Accepted Investment Amount, (c) if the Initial Closing has not occurred, receipt by the Escrow Agent of proceeds from subscriptions covering not less than the minimum offering amount by the Target Date, (d) satisfaction by the Company, and if the Initial Closing has not occurred by the Escrow Agent, of any notices that may be required prior to applicable law, (e) execution and delivery of the Subscription Agreement and the RSA governing the investment (collectively, the “**Investment Agreements**”) by the undersigned and (f) the representations and warranties of the Company and of the Investors contained in the Investment Agreements shall be true and correct in all material respects as of the date of Closing (the “**Closing Date**”).

A copy of our agreement with the Escrow Agent is attached as **Exhibit B**.

Subscriptions Before the Minimum Offering Amount is Reached. If you are subscribing before the minimum offering amount has been reached, you will deliver payment of the Requested Investment Amount to the Escrow Agent to be deposited into the escrow account until the minimum offering amount has been reached and the other closing conditions have been satisfied. Upon acceptance of your subscription, the Company will promptly notify you (by email) of the amount accepted (the “**Accepted Investment Amount**”), and instruct the Escrow Agent to promptly return to you any overpayment in the event the Company does not accept the full amount of your subscription.

Your subscription is not complete, however, until we execute and deliver your RSA and conduct the initial closing of the Offering, which will occur once our Escrow Agent has cleared the minimum offering amount, funds are released from escrow and we satisfy the other closing conditions (the “*Initial Closing*”).

Subscriptions After the Initial Closing. After the Initial Closing, investors will direct all payments of the Requested Investment Amount directly to the Company. Upon acceptance of your subscription, the Company will promptly notify you (by email) of the Accepted Investment Amount, and promptly return to you any overpayment in the event the Company does not accept the full amount of your subscription.

Deliveries at Closing. RSAs will be issued to investors at Closing, once each of the closing conditions are satisfied. This will occur on the date of the Initial Closing for investments made before the minimum offering amount has been reached. Thereafter subscriptions will be accepted by the Company and Closings will occur on a rolling basis once a subscription is accepted, payment for the RSAs has been received (in each case subject to the Company’s right to reject any subscription in whole or in part for any reason) and the satisfaction of any additional closing conditions.

At Closing, the Company will (i) fill in the effective date of your RSA (which shall be the applicable Closing Date), (ii) execute the RSA and (iii) record the RSA issuance on its internal books and ledgers. The Company will then promptly deliver the executed Investment Agreements to Investors.

Cancellation of an Investment; Terms of Escrow. An investor may cancel a subscription for any reason before the minimum offering amount has been reached. **Subscriptions made after the Initial Closing may not be cancelled without consent from the Company.**

To cancel his or her subscription, an investor should contact either Marin Maurer, CEO, at Maurer’s Minute Mechanic (MMaurer@MaurersMinuteMechanic.com) or Jake Farrar of Escrow Agent (JFarrar@vwlawfirm.com), via email with a clear request to cancel and enough identifying information for Company or Escrow Agent to verify the investor’s identity.

The Escrow Agent will use its best efforts to return such a cancelled subscription, whether by investor’s request or by failure to reach the minimum, within five business days via a mailed check. No interest will be earned on the funds held in escrow. Funds received after the Initial Closing will be paid directly to the Company without the use of any escrow.

Any payment processing fees incurred as a result of this Offering will be the responsibility of the Company and will not be deducted from each investor’s account.

Website: The Company’s website will be used in the offering, and further details, including copies of this Disclosure Document will be available at www.MaurersMinuteMechanic.com/investors.

USE OF FUNDS

We expect to use the proceeds from this Offering to complete development of the prototype kiosk, to build and install one or more units at public locations for customer use, and to cover expenses related to this Offering and additional corporate expenses.

We hope to achieve the following milestones in connection with minimum offering amount of \$25,000:

- Complete the development of one prototype
- Install one prototype at a gas station, convenience store or car wash in the Greenville, NC area
- Test the installed kiosk to determine necessary design changes and modifications
- Collect user data for the prototype device

In addition to the above milestones, depending on the proceeds we raise from the Offering, we hope to be able to complete the following additional milestones towards commercialization of the My Minute Mechanic kiosk if the target offering amount of \$100,000 is raised:

- Build up to six additional My Minute Mechanic kiosks use one for demonstrations with investors and potential customer sites and install the remainder at gas stations, convenience stores, car washes, auto parts stores and other locations

If only the minimum offering amount of \$25,000 is raised, the Company may not be able to sustain operations from kiosk revenues, and the Company will require additional funding to build and install kiosks and manage operations.

While we expect to use the proceeds from the Offering in the manner described below, we cannot specify with certainty the particular uses of the capital that we will receive from this Offering. Accordingly, the Company will have some discretion in using these proceeds, but in no case will that discretion represent greater than 25% of the offering proceeds.

Use of Proceeds	Minimum Offering Amount		Target Offering Amount	
	\$25,000		\$100,000	
Product Development and Kiosks ^{1,2}	\$22,000	88.0%	\$30,700	30.7%
Salaries, Marketing, Sales and Business Development ³	-0-	0%	\$40,520	40.5%
General and Administrative	-0-	0%	\$19,780	19.8%
Offering Expenses (escrow, legal, marketing, etc.)	\$3,000	12.0%	\$9,000	9.0%
TOTAL	\$25,000	100.00%	\$100,000	100.00%

Notes for the table above.

1. Includes funds allocated for prototype completion, which are funds paid to Atlantic Design.
2. The cost to manufacture a single My Minute Mechanic kiosk is assumed to be \$1,200, and installation cost of a single kiosk is assumed to be \$250. Unit costs are expected to decrease with volume purchasing. Installation costs are expected to decrease with experience and volume of business.
3. We would not pay any salaries under the \$25,000 scenario. Salaries under the \$100,000 scenario include the sum of: (1) eight (8) monthly payments of \$4,000 paid to Martin R. Maurer and (2) employment taxes and insurances of 11%. Employment and consulting agreements have not yet been executed with Mr. Maurer.

Future Capital Requirements

We believe that raising between the minimum offering amount and the target offering amount of proceeds will provide us with enough capital to launch the Maurer's Minute Mechanic kiosk and begin receiving revenues from customer fees. However, management of the Company expects it will need to raise significant additional capital to implement its long-term business plans. We hope that demonstrated demand and use of the Maurer's Minute Mechanic kiosk will raise the Company's valuation and increase the likelihood of success in capital raising future financing; however, there is no assurance we will be successful in increasing our valuation or raising the capital we need for the achievement of our short term plans or long term growth.

The Company does not know whether additional financing will be available when needed or on favorable terms. The Company may raise necessary funds through public or private equity offerings or debt financings, or bank financings, among other methods. If the Company raises funds through debt or bank financings, the Company may become subject to restrictive covenants; which could impede our growth. In addition, the holders of RSAs may be required to subordinate their debt to future financings.

FINANCIALS AND PROJECTIONS

Financial Information

We have attached as **Exhibit D** our balance sheet and profit and loss statement as of the end of the interim period inception through March 31, 2020 (which accounts for less than a full 12-month period). This financial information is unaudited and is not prepared in accordance with US GAAP.

We have no revenues to date. The Company received a \$5,000 bridge loan in March 2020. Those funds were used for operational and professional expenses. We are in the process of securing additional funds to complete product develop and launch the Company's product. We anticipate that we could earn a small amount of revenue as a result of the installation of the first kiosk, however, will need to raise significant additional capital to implement its long-term business plan.

The Company expects to realize net revenues of approximately \$15,000, \$1.1 million and \$3.8 million in 2020, 2021 and 2022, respectively. If we obtain these targets, we expect to be able to payoff of the RSAs by the end of 2021.

Included herein are projections for Maurer's Minute Mechanic, Inc. The Company cautions investors that the facts and assumptions underlying the projections will change, and those changes may cause significant positive or negative differences to the projected results. Many of the facts and assumptions are beyond the control of the Company. The Company anticipates that there will be differences between the projections and the Company's actual results, so investors should not place undue reliance on the projections.

These projections are not a guaranty of actual financial performance. Actual results are likely to differ materially from the projections contained herein, because of many factors including the "risk factors" discussed in these materials and in any quarterly reports we may file with the NC Administrator (and make available to LPO Purchasers) in the future in connection with this Offering. **Investors should review these risk factors carefully before making any decision about investing in the Company.**

The process of estimating future revenue is subjective and is particularly difficult for the Company at this stage of the Company's development, because it requires the Company to estimate future demand

for products and services which have not been developed and for which there are currently no sales. This lack of historical data on which to base our projections causes our projections to have a much greater risk of inaccuracy than projections made by other companies that have a greater amount of historical data on which to base their projections.

The projections were not prepared with a view to compliance with the published guidelines of the Securities and Exchange Commission or the American Institute of Certified Public Accountants regarding projections and forecasts. The Company's accountants have not assisted with the preparation of, nor have they applied testing procedures to, the projections. Accordingly, neither we nor our accountants express an opinion or any other form of assurance regarding the projections. Although the projections are presented with numerical specificity, they are based on various estimates and assumptions and are inherently subject to significant business, economic and other uncertainties, many of which are beyond the control of the Company. Investors should make their own assessment as to whether the assumptions are reasonable, and the risks associated with these assumptions and projections. The release of these projections should not be regarded as an indication that the Company considers them to be a reliable prediction of future events, and investors should not rely on them for that purpose.

The Company believes the greatest risks to achieving the financial results reflected in these projections are associated with the fact that the 12 to 18 months following this offering presents the Company with many new challenges, which the Company has not faced before, particularly those related to successfully launching a commercial version of our product, the Maurer's Minute Mechanic kiosk, and continued development of our technology. Therefore, many unknown contingencies are likely to arise that the Company currently lacks the experience to predict. This inexperience presents the greatest risks to the Company and investors in the Company.

Summary of Primary Assumptions

A summary of the primary assumptions on which the projections contained herein are based as set forth below. This is a summary only of the most important assumptions with an emphasis on those parts of the Company's business that the Company expects will change the most during the period covered by the projections. If actual events vary from these assumptions, then it is highly likely that actual financial results will differ from the projections contained herein. **We note that we will require additional capital beyond the proceeds of this Offering to achieve many of the targets underlying these assumptions.**

- The number of My Minute Mechanic kiosks installed is projected to be 6, 200 and 500 in 2020, 2021 and 2022, respectively.
- The My Minute Mechanic Kiosk is expected to cost \$1,200 per unit in 2020, and the cost is projected to decrease to an average of \$600 per unit in 2021 and 2022.
- The average cost to install a single My Minute Mechanic kiosk is projected to be \$250.
- The average charge to the consumer to use the My Minute Mechanic is \$10, and each kiosk is projected to have an average of 60 users per month.
- The Company will pay 20% of the user fee to the owner of the facility (convenience store, gas station, etc.) where the kiosk fee was earned.
- The Company will incur credit card processing charges that may be as high as 6% per transaction.
- In 2020, the Company's General and Administrative expenses include an RSA cost of capital charge of \$50,000 for the additional funds due to the RSA holders for their \$100,000 investment.
- In the first quarter of 2021, Company will need to raise a significant amount of capital (in addition to the amount raised in the Offering) to grow at the pace projected.

PRO FORMA FINANCIAL STATEMENTS

MAURER'S MINUTE MECHANIC, INC.
PRO FORMA BALANCE SHEET
For the year ended December 31

	Year 1	Year 2	Year 3
Assets			
Cash	\$ 3,273	\$ 320,187	\$ 1,716,808
Prepaid Expenses	\$ -		
Accounts Receivable	\$ -		
Total Current Assets	\$ 3,273	\$ 320,187	\$ 1,716,808
Inventory	\$ -	\$ 12,000	\$ 30,000
Total Assets	\$ 3,273	\$ 332,187	\$ 1,746,808
Liabilities and Shareholders Equity			
Liabilities			
Accounts Payable			
Loan	\$ 5,417		
RSAs	\$ 150,000	\$ 76,463	\$ -
Total Current Liabilities	\$ 155,417	\$ 76,463	\$ -
Paid-In Capital	\$ 180	\$ 405,680	\$ 405,680
Retained Earnings	\$ (152,324)	\$ (149,956)	\$ 1,341,128
Total Liabilities and Shareholders Equity	\$ 3,273	\$ 332,187	\$ 1,746,808

MAURER'S MINUTE MECHANIC, INC.
PRO FORMA INCOME STATEMENT
For the year ended December 31

	2020	2021	2022
Revenues			
Gross Kiosk fees	\$ 20,400	\$ 1,483,200	\$ 5,083,200
Amount to Merchant	\$ 4,080	\$ 296,640	\$ 1,016,640
Credit card fees	\$ 1,224	\$ 88,992	\$ 304,992
Net Kiosk revenues	\$ 15,096	\$ 1,097,568	\$ 3,761,568
Advertising revenue	\$ -	\$ 20,600	\$ 70,600
Net revenue	\$ 15,096	\$ 1,118,168	\$ 3,832,168
COG and Kiosk Installation	\$ 8,700	\$ 170,000	\$ 425,000
Gross Margin	\$ 6,396	\$ 948,168	\$ 3,407,168
Expenses			
Sales & marketing and business development	\$ 47,520	\$ 788,000	\$ 766,434
R&D	\$ -	\$ -	\$ 383,217
General & administrative	\$ 108,200	\$ 157,800	\$ 766,434
Total Expenses	\$ 155,720	\$ 945,800	\$ 1,916,084
Net Income before tax	\$ (152,324)	\$ 2,368	\$ 1,491,084
Tax	\$ -	\$ -	\$ 407,513
Net income after tax	\$ (152,324)	\$ 2,368	\$ 1,083,571

MAURER'S MINUTE MECHANIC, INC.
PRO FORMA CASH FLOW
For the year ended December 31

	Year 1	Year 2	Year 3
Beginning bank balance	\$ -	\$ 3,273	\$ 320,187
Sources of Cash			
Net income	\$ (152,324)	\$ 2,368	\$ 1,491,084
Depreciation and amortization	\$ -	\$ -	\$ -
Increase in Accounts Payable			
RSA offering	\$ 100,000		
RSA cost of capital	\$ 50,000		
Equity raise	\$ 180	\$ 405,500	\$ -
Loan	\$ 5,417	\$ (5,417)	
Total Sources	\$ 3,273	\$ 402,451	\$ 1,491,084
Uses of Cash			
Prepaid Expenses	\$ -		
RSA payments	\$ -	\$ 73,537	\$ 76,463
Inventory	\$ -	\$ 12,000	\$ 18,000
Total Uses	\$ -	\$ 85,537	\$ 94,463
Ending Bank Balance	\$ 3,273	\$ 320,187	\$ 1,716,808

RISK FACTORS

Prospective Investors should consider the following factors among others in making their investment decision.

No Return on Investment For at Least Five Quarters. Your right to receive Revenue Share Payments does not begin until the Commencement Date, which is a date that is at least 15 months following the Initial Closing of the Offering. We are entitled to retain all revenue earned prior to the Commencement Date.

Expectation of Future Losses; Early Stage Corporation. The Company has no revenue to date and currently is not profitable. The Company anticipates that it will lose money in the foreseeable future, and the Company may not be able to earn enough revenue to repay the RSAs.

No Experience or History of Operations or Earnings. The Company is wholly dependent on its ability to develop, market, and sell its products for future earnings or to earn revenue to repay the RSAs. The continued development of Maurer's Minute Mechanic involves significant risks. There can be no assurance that unanticipated problems will not occur which would result in material delays in the Company's continued product development, ability to earn revenue or that its efforts will result in successful product commercialization or sufficient revenue growth to repay the RSAs. An investment in

the Company is highly speculative, and no assurance can be given that investors will realize any return on their investment or that they will not lose their entire investment.

Competitors. Some of the Company's competitors include manufacturers of portable, hand-held devices such as Automatic Labs, Continental, Tom Tom, Magneti Marelli, Danlaw, CalAmp, Metromile, ERM Telematics, Mojio, Intel, Xirgo Technologies, Azuga, Verizone, Geotab, Vector Informatik, AVL Ditest, Autel, and Bosch Diagnostics. These existing competitors, and other competitors that may commence operations, of which we are currently unaware, may have substantially greater financial and marketing resources, larger customer bases, longer operating histories, greater name recognition and more established relationships in the industry than the Company. As a result, these competitors may be able to take advantage of opportunities more readily and devote greater resources to development and marketing than the Company. There can be no assurance that the Company will compete successfully with such competitors.

Need for Additional Funding. The Company will have substantial future cash requirements but no assured financing source to meet such requirements. To date, the Company has not earned any revenue. The Company's continuing development activities and corporate development will require a commitment of substantial additional funds in order for the Company to operate and grow. If adequate funds are not available, the Company may be required to delay, scale back, or eliminate its business objectives.

Protection of Proprietary Technology. The Company believes that its success will depend upon its ability to protect any proprietary technology that it develops. Even if the patents are obtained, other companies may develop similar or superior technologies and systems that may not be covered by the Company's intellectual property rights, may attempt to duplicate the Company's technology, or may design around the Company's technologies. The Company can make no assurances that it would have the financial resources to bring suits against third parties who may infringe on the Company's intellectual property rights.

Lack of Sales and Market Recognition. The Company's ability to finance its development and operations and to grow earnings will depend, in large part, on the Company's ability to introduce and successfully market its products. Market acceptance and recognition generally require substantial time and effort. Management makes no assurances that the market will be penetrated as planned or, if it is, that the level of penetration will be successful in helping the Company realize a competitive advantage over others who may enter the market. There can be no assurance that any of the Company's new or proposed products will achieve or maintain the market acceptance necessary to enable the Company to repay the RSAs.

Technical problems experienced by users. Although certain technical problems experienced by users may not be caused by our products, our business and reputation may be harmed if users perceive our solutions as the cause of a slow or unreliable network connection, or a high-profile network failure.

Dependence on the quality of our support and services. Our ability to place our kiosks at various locations will be highly dependent on the quality of our support and services offerings, and our failure to offer high-quality support and services would have a material adverse effect on our sales and results of operations.

Reliance upon engineering firm. The Company will contract with an engineering firm to complete the product development and construct the first prototype kiosks. A loss of this engineering firm or its key personnel may delay or hamper the Company's ability to complete its product development in a timely manner or to continue to produce kiosks. A loss of this partner could significantly impact our ability to repay the RSAs.

Lack of Public Market; Illiquidity; Transfer Restrictions. There is no public market for any of the Company's securities, and the Company does not expect that such a market will develop in the near future. RSAs are subject to certain restrictions on transfer for the six-month period following the sale. See "Restrictions on Transfer." RSA holders may be unable to liquidate their investment immediately and should be prepared to hold their RSAs for at least six months, but potentially indefinitely, and at a loss.

Success is highly dependent on the Company's current management. The Company's success is highly dependent on Martin Maurer, the Company's founder and Chief Executive Officer ("**CEO**"). Mr. Maurer has been the driving force behind the development of Maurer's Minute Mechanic. The loss of Mr. Maurer's services would have a material adverse effect on the Company's business. The Company has not obtained any "key man" insurance for Mr. Maurer. Mr. Maurer is currently employed outside of the Company and works on his own time for the Company for no salary. In the event we raise the targeted investment amount, we will begin to pay Martin a small salary for his work with us, but until we raise additional funding beyond the target amount he will continue to have outside employment.

Recruit and retain qualified personnel. We expect to rapidly expand our operations and grow our sales, development and administrative operations. This expansion is expected to place a significant strain on our management and will require hiring a significant number of qualified personnel. Accordingly, recruiting and retaining such personnel in the future will be critical to our success.

Management discretion as to Use of Funds. The Company's success will be substantially dependent upon the sole discretion and judgment of its management team with respect to the application and allocation of the proceeds raised from the Offering or any other offerings made by the Company. While we expect to use the proceeds from the Offering in the manner described under "Uses of Proceeds", we cannot specify with certainty the particular uses of the capital that we will receive from this Offering. Accordingly, the Company will have some discretion in using these proceeds, but in no case will that discretion represent greater than 25% of the offering proceeds.

Loss of Investment. Anyone investing in RSAs should be able to withstand the loss of his, her, or its entire investment and should understand that such a possibility exists.

Availability of Information. The Company is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). Therefore, investors may not have access to information to which they would have access if the investment were made in a publicly-held company whose offering was issued under the Securities Act and the reporting regulations provided by the Exchange Act.

Uncertain tax treatment and other general tax considerations. The RSA provides that the Company and the Investors agree to treat the RSAs as debt for financial and tax and all other applicable purposes, and not as equity. No clear guidance exists that definitively provides that RSAs are either debt or equity for federal tax purposes; and thus, a risk exists that the Internal Revenue Service could successfully assert that RSAs should be treated as equity instead of debt. If the IRS were to prevail that RSAs should be treated as equity for tax purposes, each holder may be considered to be a shareholder of the Company and, because the Company is taxed as a Corporation, a portion of the payments received by a holder would be recharacterized as distributions from a corporation, which could impact the tax liability of the holder. In addition, holders of RSAs, regardless of whether they report income under the cash or accrual method of accounting, may be required to recognize interest income from the RSAs each year under the original issue discount rules contained in the Internal Revenue Code of 1986, as amended, even if no payments are made with respect to the RSAs (so called "phantom income"). Under certain circumstances, certain payment on RSAs may be subject to "backup withholding" of federal income tax. Investors in the RSAs are urged to

consult their tax advisors concerning the federal, state, and local income tax consequences of acquiring, owning, and disposing of, the RSAs.

Limited rights. The RSAs do not offer voting, management, dividend, liquidation, or any other rights generally associated with common or preferred stock ownership. The RSAs are based upon revenue sharing, and they do not represent ownership or the right to control the Company in any way. Investors should be aware that they will lack the general recourses of equity investors, including the right to vote, sell their investment, or otherwise maintain a liquidation preference.

These securities are unsecured and subject to subordination. To the extent that the transaction resembles a debt offering, Investors should be aware that they will not retain any secured interest in the assets of the Company. This investment represents an unsecured right to receive royalties based on the Company's revenues over a finite period of time. The RSAs are subordinate to the \$5,000 convertible note issued to David Mayo. The RSAs are also subject to subordination by future lenders.

No audited financial statements. The Company has not had its financial information audited by an independent certified public accountant and there is no assurance that it will do so in the future. All financial information provided in the Offering Materials has been prepared by the Company's management team.

Majority RSA Holders can amend and exercise certain rights not available to individual Investors. Certain provisions of the RSAs may be modified or amended, and certain rights exercised, only by the Majority RSA Holders and not by a particular Investor. This could limit your ability to have input on these actions.

OWNERSHIP AND CAPITAL STRUCTURE; RIGHTS OF THE SECURITIES

Classes of Securities

The Company has one class of stock, which is common stock, and has 5,000,000 authorized shares. The table below sets forth capitalization information, as of March 31, 2020.

Name of Shareholder	Issued Shares		Loan and Warrant Shares		Fully Diluted Shares	
	Shares	Percentage	Shares	Percentage	Shares	Percentage
Martin Maurer ¹	1,088,000	60.4%			1,088,000	60.2%
Kara Maurer ²	216,000	12.0%			216,000	12.0%
Jewllian Maurer	198,000	11.0%			198,000	11.0%
Allen Trueblood	180,000	10.0%			180,000	10.0%
John Ciannamea ³	72,000	4.0%			72,000	4.0%
David Mayo ⁴	28,000	1.6%	7,333	87.6%	35,555	1.9%
All other shareholders	18,000	1.0%			18,000	1.0%
Common Stock Warrant			1,035	12.4%		
TOTAL	1,800,000	100.0%	8,368	100.0%	1,800,000	100.0%

Notes for the table above.

1. Martin Maurer is CEO, an officer of the Company and a Director. Mr. Maurer is the husband of Kara Maurer and father of Jewllian Maurer.
2. Kara Maurer is an officer of the Company and serves as Secretary. She is also the wife of Mr. Maurer and mother of Jewllian Maurer.
3. John Ciannamea is a Director of the Company and serves as CFO.
4. David Mayo is a Director of the Company. David Mayo has a convertible loan with the Company. After one year Mayo is able to convert principal and interest into the greater of (1) 7,333 shares of common stock or (2) the quotient of (i) the sum of principal and interest and (ii) the most recent per share price for shares issued by the company.

Restrictions on Transfer

For a period of six months from the date of the sale by the issuer of the securities, any resale of the securities (or the underlying securities in the case of convertible securities) shall be made only to persons resident within the state of North Carolina.

ONGOING DISCLOSURE AND COMMUNICATION

Quarterly reports will be issued within 45 days of the end of the fiscal quarter, starting in the fiscal quarter which the minimum offering amount is reached. The report will contain an analysis by management of the business operations and financial condition and, at minimum, the status of the offering toward the target offering amount and compensation received by each director and executive officer including cash compensation earned since the previous 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. Company intends to handle all communication electronically with stockholders, except when electronic communication is not possible or permissible. Each investor will be required to comply promptly with reasonable requests for information made by or on behalf of the Company in order for the Company to satisfy any request for information about such investor or its investment, including requests made by any national, federal, state, local or regulatory authority, agency, committee, court, exchange or self-regulatory organization.

EXHIBIT A -- REVENUE SHARING AGREEMENT

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 (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

OFFERING INFORMATION	
Total Offering Amount	\$100,000
Minimum Offering Amount:	\$25,000
Minimum Purchase and Caps on Investment:	<p>\$2,500.00 Minimum; however, the Company, at its sole discretion, may accept smaller investments.</p> <p>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</p>
Purchasers:	North Carolina Residents approved by the Company. Purchasers must provide proof of residency.
Launch:	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 “ <i>Launch Date</i> ”).
Target Date for Termination of the Offering:	The earlier of March 31, 2021 or such date that is the 12-month anniversary date from the Launch Date (the “ Target Date ”).
REVENUE SHARE INFORMATION	
Percentage of the Issuer’s Gross Revenue to be allocated to make Revenue Share Payments:	10%
Maximum Revenue Share Amount to be paid in connection with the Offering:	\$150,000 (or 1.5x of the Total Offering Amount)
Investor’s minimum repayment amount:	1.5X Invested Amount (“ <i>Target Return</i> ”)
Investor’s maximum repayment amount:	Target Return
REVENUE SHARE PAYMENT TERMS	
Commencement Date:	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.

Revenue Share Payment Schedule:	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.
Reporting Schedule:	<p>The reporting schedule to be followed is defined in 18 NCAC 06A .2057 QUARTERLY REPORTS:</p> <ul style="list-style-type: none"> (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. (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. (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.
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.
Revenue Share Paid to:	directly to Investor by the Company (or its agent)
Rights of RSA Holders:	RSA Holders have no right to vote or direct the management of the Company.
Transfer Restrictions:	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

EXHIBIT B – INVESTOR QUESTIONNAIRE AND SUBSCRIPTION AGREEMENT

Maurer's Minute Mechanic, Inc.**ELIGIBLE INVESTOR QUESTIONNAIRE**

In connection with the offer and sale by Maurer's Minute Mechanic, Inc., a North Carolina corporation (the "Company"), of Revenue Share Agreements (the "Securities" or "RSAs"), the undersigned hereby represents and warrants to the Company and intends that the Company rely upon these representations and warranties as follows:

The undersigned is, for purposes of determining whether the undersigned is an "accredited investor" (answer yes or no to each paragraph):

1. ☐yes ☐no A natural person who had an individual income¹ in excess of \$200,000 in each of the two (2) most recent years or joint income² with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
2. ☐yes ☐no A natural person whose individual net worth³, or joint net worth with that person's spouse, at the time of his/her purchase exceeds \$1,000,000.
3. ☐yes ☐no A natural person who is a director, executive officer, or general partner of the Issuer.
4. ☐yes ☐no A trust with total assets in excess of \$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.
5. ☐yes ☐no A bank, insurance company, investment company registered under the United States Investment Company Act of 1940, as amended, a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended, a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended.
6. ☐yes ☐no The undersigned is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, or the undersigned has total assets in excess of \$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
7. ☐yes ☐no A corporation, partnership, business trust, not formed for the purpose of acquiring the Securities, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in each case with total assets in excess of \$5,000,000.
8. ☐yes ☐no An entity in which all of the equity owners (in the case of a revocable living trust, its grantor(s)) qualify under any of the above requirements.

¹ For purposes of this item, "individual income" means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property).

² For purposes of this item, "joint income" means adjusted gross income as reported for federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under §103 of the Code; (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040); (iii) any deduction claimed for depletion under §611 et seq. of the Code; and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of §1202 of the Code prior to its repeal by the Tax Reform Act of 1986.

³ For purposes of this item, "net worth" excludes the value of your primary residence and any debt secured by the primary residence up to the fair market value of the primary residence.

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Please complete the following:

1. I am a resident of North Carolina (or if an entity the principal place of business is in NC)? ☐yes ☐no
2. If investing through an entity (including any corporation, partnership, business trust, limited liability company, etc.), the entity was not formed for the purpose of acquiring the Securities? ☐yes ☐no
3. Please indicate the type of evidence you will provide to the Company to support your claim of residency:
For individuals:
☐ a copy of a valid government ID (driver's license, voter registration card, military ID, etc.),
☐ a utility bill, pay stub, or tax return issued within the last three months

For an entity:
☐ a copy of a utility bill or tax return issued within the last three months
☐ a copy of your organizational document showing the address of your principal place of business
4. I believe that I have the knowledge and experience in finance and business to evaluate the merits and risks of investing in the Securities to be issued by the Company. ☐yes ☐no

Additional Acknowledgements and Certifications

In association with my investment, I specifically acknowledge and certify the following:

The information I have provided, including the materials I have provided as evidence of my residency in NC, is complete and accurate and may be relied upon by the Company.

I have read the disclosure documents for this business and feel comfortable with the risks of this investment.

I am investing in a high-risk, speculative business venture. I may lose all of my investment, and I can afford the loss of my investment.

This Offering has not been reviewed or approved by any state or Federal securities commission or other regulatory authority and that no regulatory authority has confirmed the accuracy or determined the adequacy of any disclosure made to me relating this Offering.

The securities I am acquiring in this offering are illiquid, that there is no ready market for the sale of such securities, that it may be difficult or impossible for me to sell or otherwise dispose of this investment, and that, accordingly, I may be required to hold this investment indefinitely.

I understand further that during the period in which the Securities are being offered and sold by the Company, and for a period of six months from the date of the last sale by the Company of an Security in the Offering, all permitted resales of all of any part of the Securities, by any person, shall be made only to persons resident within the State of North Carolina.

SIGNATURE PAGE FOLLOWS

[signature page to Eligible Investor Questionnaire]

IN WITNESS WHEREOF, the undersigned has executed this Investor Questionnaire as of the Effective Date below. By signing below, the undersigned agrees to notify the Company immediately of any change in the information provided in this Investor Questionnaire prior to the acceptance or rejection of the undersigned's subscription for the Securities.

Date: _____

SUBSCRIBER (if an entity):

Name of Purchaser: _____

By: _____

Name: _____

Title: _____

E-mail: _____

Address: _____

Tax ID: _____

SUBSCRIBER (if an individual):

Name of Purchaser: _____

Signature: _____

E-mail: _____

Address: _____

Social
Security#: _____

The signatory above hereby consents to transact business via electronic signature (including via DocuSign) and understands and agrees that its signature page may be disassembled herefrom and attached to the final version of this Agreement.

SUBSCRIPTION AGREEMENT

Maurer's Minute Mechanic, Inc.
Attn: Martin R. Maurer
President and Chief Executive Officer
1717 Pososin Road
Winterville, NC 28590

Maurer's Minute Mechanic, Inc., a North Carolina corporation (the "Company" or "Issuer"), is offering Revenue Share Agreements in an aggregate amount of up to \$100,000 (collectively, the "Securities" or "RSAs") and each, a "Security" or "RSA") Investment Amount to certain investors in a private offering (the "Offering"). The undersigned hereby subscribes for and agrees to purchase such amount of RSAs as set forth on the signature page attached hereto (the "Requested Investment Amount"), on the terms and conditions hereinafter set forth below and as further described in those certain disclosure documents (as supplemented or amended from time to time) (the "Disclosure documents") delivered to the undersigned and available on the Company's website and as set forth in the RSA, to which the undersigned will become a party (the "RSA"), which is included in the Disclosure documents. The undersigned acknowledges and understands that the Closing of the sale of the Securities is subject to various Closing Conditions (as defined below), including, without limitation, receipt by the Escrow Agent of proceeds from subscriptions covering not less than \$25,000 (the "Minimum Offering Amount") by the Target Date. The undersigned acknowledges and understands that the net proceeds to the Company from the sale of the Securities will be used as set forth in the Disclosure documents. Capitalized terms not otherwise defined herein have the meanings set forth in the RSA or the Disclosure documents.

The undersigned understands that investment in the Securities involves a high degree of risk and is suitable only for Eligible Investors. The undersigned further understands that the Securities are being offered in reliance upon an exemption from registration provided by the federal Securities Act of 1933, as amended (the "Securities Act"), as set forth in Rule 147A thereof (the "Intrastate Sales Exemption"), as well as an exemption from registration provided under Section G.S. 78A-17.1 of the NC PACES Act (the "Invest NC Exemption" or the "NC PACES Act"). Accordingly, the undersigned hereby represents and warrants to you, the Company, and intends that you, the Company, rely upon these representations and warranties for the purpose of establishing the acceptability of this subscription offer, as follows:

- 1) The undersigned has or will promptly make payment of the Accepted Investment Amount prior to the Closing applicable to the undersigned pursuant to instructions provided by the Company to the Escrow Agent, if the Minimum Offering Amount has not been reached, or directly to the Company if the Closing applicable to the undersigned occurs after that event.
- 2) The undersigned acknowledges and understands that the consummation of the sale of any or all of the Requested Investment Amount by the Issuer to the undersigned (the "Closing") shall be conditioned upon the satisfaction of the following closing conditions: (a) acceptance by the Issuer of this Subscription Agreement with respect to such amount of RSAs (not to exceed the total Requested Investment Amount) as indicated on the signature page attached hereto (the "Accepted Investment Amount"), (b) receipt either by the Escrow Agent, if the Minimum Offering Amount has not been reached, or by the Issuer directly if the Initial Closing has occurred of payment by the undersigned of the Investment Amount for the Accepted Investment Amount, (c) if the Initial Closing has not occurred, receipt by the Escrow Agent of proceeds from subscriptions covering not less than the Minimum Offering Amount by the Target Date, (d) satisfaction by the Issuer, and if the Initial Closing has not occurred by the Escrow Agent, of any notices that may be required prior to applicable law and (e) the representations and warranties of the Company and of the undersigned contained in this Subscription Agreement and in the RSA governing

the undersigned's investment (collectively, the "Investment Agreements") shall be true and correct in all material respects as of the date of Closing (the "Closing Date"). We refer to the conditions outlined in subclause (a) through (e) above as the "Closing Conditions". The undersigned recognizes that, irrespective of whether the Issuer shall have accepted this subscription, at any time prior to the Closing on the undersigned's investment, the Issuer shall have the right to reject this subscription, in whole or in part, for any reason whatsoever and return the subscription proceeds without interest. This Subscription Agreement shall be deemed to be accepted by the Company with respect to the Accepted Investment Amount only when it is signed by an authorized representative of the Company; provided however, that the date of the Closing of the sale of such number of Securities shall be deemed to be the date of the satisfaction of each of the Closing Conditions as applicable to the undersigned.

- 3) The undersigned is familiar with the nature of, and the risks attendant to, an investment of the type described in the Disclosure documents and this Subscription Agreement, the tax consequences of such an investment, and is financially capable of bearing the economic risk of investing in the Company and can afford the loss of the total amount of such investment.
- 4) The undersigned has received and had the opportunity to carefully read the Disclosure Document, including without limitation the terms of the RSAs and the risks identified in the Disclosure Document. The undersigned acknowledges the Company's recommendation that it consult with its own attorneys, accountants and other professional advisors as to the legal, tax, accounting and other consequences of an investment in the RSAs. The Holder acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the RSAs for purposes of determining the Holder's authority to invest in the RSAs.
- 5) The undersigned is purchasing the Securities for his, her or its own account for investment only and not with a view to the distribution or resale thereof to anyone else.
- 6) The undersigned understands that (i) no state or federal governmental authority has made any finding or determination concerning the merits of a purchase of the Securities and (ii) neither the offer nor the sale of the Securities has been registered under the Securities Act, the Intrastate Sales Exemption, the Invest NC Exemption, or any other applicable securities laws. The undersigned acknowledges that the Company has disclosed in writing to him, her or it that the transferability of the Securities is severely limited and that the undersigned must continue to bear the economic risk of this investment for an indefinite period unless the sale or transfer thereof is subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available, and that during the period in which the Securities are being offered and sold by the Company, and for a period of six months from the date of the last sale by the Company of an Security in the Offering, all permitted resales of all of any part of the Securities, by any person, shall be made only to persons resident within the State of North Carolina.
- 7) The undersigned agrees that the undersigned will not, directly or indirectly, offer, sell, pledge, transfer, or otherwise dispose of (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of) the Securities except in compliance with the Securities Act and the Intrastate Sales Exemption thereunder, the Invest NC Exemption, any other applicable state securities laws, and the respective rules and regulations promulgated thereunder.
- 8) The undersigned acknowledges that the Company has made available to him, her or it the opportunity to ask questions and receive answers concerning the Company, the RSAs, the Disclosure documents, this Subscription Agreement and any other information provided by the Company to the undersigned.

- 9) The undersigned has made his, her or its own inquiry and analysis (on his, her or its own or with the assistance of others) with respect to the Company, the RSAs, the Offering Material, this Subscription Agreement and other material factors affecting the RSAs and/or the Company..
- 10) The undersigned: (i) does not have an overall commitment to investments that are not readily marketable that is disproportionate to his, her or its net worth, and his, her or its acquisition of the Securities will not cause such overall commitment to become excessive, and (ii) has adequate net worth and means of providing for his, her or its current needs and personal contingencies to sustain a complete loss of his, her or its investment in the Securities, and has no need for liquidity in the investment in the Securities.
- 11) The undersigned may cancel his, her or its investment commitment in the Securities for any reason prior to the Closing applicable to the undersigned. If the undersigned has not canceled his, her or its investment commitment in the Securities prior to such deadline, the undersigned's subscription for the Security shall be irrevocable by the undersigned, and will be documented through the receipt of a fully executed copy of this Subscription Agreement and of the RSA applicable to the undersigned's investment, which will include the total investment amount accepted and the date of Closing. The issuance of the Securities will also be recorded and maintained on the books and ledgers of the Company.
- 12) The undersigned (i) is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act residing in the State of North Carolina, or (ii) is a “non-accredited investor” residing in the State of North Carolina whose investment in the Securities is not more than \$5,000.
- 13) The undersigned's principal residence (or principal office in the case of a corporation, limited liability company, partnership or trust) (the “NC Residence”) both at the time of the initial offer of the Securities to the undersigned and at present was and is within the State of North Carolina at the address set forth on the signature page to this Subscription Agreement. All evidence of the undersigned's NC Residence presented to the Company is true and accurate.
- 14) The undersigned agrees that, notwithstanding the place where this subscription agreement (the “Subscription Agreement”) may be executed by any of the parties hereto, all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of North Carolina, without regard to principles of conflicts of laws.
- 15) The undersigned understands that the undersigned has no right to require the Company to register the Securities under federal or state securities laws at any time.
- 16) No sales commission or other sales remuneration shall be paid to any person in connection with the offer or sale of the Securities.
- 17) The undersigned understands that nothing in the Securities, the Disclosure documents or any other materials presented to the undersigned in connection with the Offering constitutes legal, tax, or investment advice. The undersigned has consulted such legal, tax, and investment advisors, as he, she or it, in his, her or its sole discretion, has deemed necessary or appropriate in connection with this investment.
- 18) The undersigned acknowledges that any legal counsel for the Company is legal counsel solely for the Company regarding this investment and not for the undersigned, and that the undersigned therefore may want to have its own legal counsel review the Securities (and related Disclosure documents) before signing.

- 19) The undersigned acknowledges that an investment in the Securities is speculative and agrees that no guarantees have been made to the undersigned by the Company, or any of its agents, officers, directors, shareholders, managers, members, employees or affiliates, about an investment in the Securities or the future financial performance of the Company. The undersigned also acknowledges that in making an investment in the Securities, the undersigned is not relying upon any guaranty of the Company or any of its agents, officers, directors, shareholders, managers, members, employees or affiliates. The undersigned acknowledges that the RSAs are unsecured and may be subordinated to future indebtedness of the Company. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Disclosure documents or otherwise by the Company shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company, nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities.
- 20) The undersigned has full power and authority to enter into each of the Investment Agreements. Each of the Investment Agreements, when executed and delivered by the undersigned, will constitute a valid and legally binding obligation of the undersigned, enforceable in accordance with its respective terms and conditions, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- 21) The undersigned has reviewed the cautionary statements made in the Disclosure documents about the Company's projected future financial information and other forward-looking statements and has not relied upon such projections or forward looking information as if such projections and statements were guaranteed.
- 22) The undersigned agrees that the Company may, at its election, send the undersigned required and non-required disclosure and other information, including any tax statements or instructions to retrieve such documents electronically, to the undersigned e-mail address set forth on the signature page. If the undersigned does not consent, paper copies of any such disclosures and tax statements will be mailed to the address set forth on the signature page. When consenting to the electronic delivery of disclosures and tax statements, the undersigned affirms that it is able to access and operate (i) an internet browser, (ii) Adobe Acrobat Reader version 6.0 or higher, which can be downloaded free of charge at www.adobe.com, and (iii) either a computer with sufficient space to store the disclosures and tax statements, or a printer to create paper copies of these documents. If the undersigned changes its e-mail address or mailing address, it will promptly notify the Company in writing of its new contact information. The foregoing consent will continue unless revoked by the undersigned by notifying the Company in writing. Processing of a revocation of consent may take up to five business days. Once consent is revoked, paper delivery will only apply to tax statements and disclosures issued after the undersigned's request is processed.
- 23) The undersigned agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, managers, members, employees, agents, representatives and affiliates, and any person acting on behalf of the Company, from and against any and all damage, loss, liability, cost and expense (including reasonable attorneys' fees) which any of them may incur by reason of any misrepresentation or breach of warranty made by the undersigned herein due to its own gross negligence or willful misconduct or in any other document provided by the undersigned to the Company or the representatives of the Company. All representations, warranties and agreements

contained herein shall survive the execution, delivery and acceptance of this Subscription Agreement and the undersigned's purchase of the Securities.

24) As of the applicable Closing Date, the Company hereby represents and warrants to the undersigned as follows:

- a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, with full power to enter into each of the Investment Agreements and execute all documents required hereunder.
- b) The information provided by the Company in the Disclosure documents is accurate in every material respect. Between the last date covered by any such information and the date of Closing, there has been no material adverse change in the financial condition or business of the Company. All information that has been and will be made available to the undersigned by the Company or any of its affiliates or representatives is and will be complete and correct in every material respect and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in any material respect.
- c) The making, execution, delivery and performance of each of the Investment Agreements by the Company has been duly authorized and approved by all requisite action of the Company, and each of the Investment has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms.

SIGNATURE PAGE FOLLOWS

[signature page to Subscription Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date below.

Number of Requested Investment Amount \$ _____

Date: _____

SUBSCRIBER (if an entity):

Name of Purchaser: _____

By: _____

Name: _____

Title: _____

E-mail: _____

Address: _____

Tax ID: _____

SUBSCRIBER (if an individual):

Name of Purchaser: _____

Signature: _____

E-mail: _____

Address: _____

Social Security#: _____

****** To be Completed by the Company******

This Subscription Agreement is accepted as of: _____

The Closing shall not be deemed to occur until satisfaction of the Closing Conditions.

The Closing Date with respect to the Accepted Investment Amount is: _____

Total Accepted Investment Amount:

☐ All of the Requested Investment Amount set forth above

☐ \$_____ of Requested Investment Amount (overpayment will be promptly returned to subscriber without interest)

COMPANY:

MAURER'S MINUTE MECHANIC, INC.

By: _____

Name: Martin R. Maurer

Title: President and Chief Executive Officer

The signatories above hereby consent to transact business via electronic signature (including via DocuSign) and understand and agree that its signature page may be disassembled herefrom and attached to the final version of this Agreement.

EXHIBIT C -- ESCROW AGREEMENT

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

EXHIBIT D -- FINANCIALS

Maurer's Minute Mechanic, Inc. Pro Forma Balance Sheet March 31, 2020

Assets

Cash	\$ 893
Prepaid expenses	\$3,500
Total Assets	<u>\$4,393</u>

Liabilities and Shareholders' Equity

Long term debt	\$5,000
Paid in Capital	\$ 180
Retained earnings (loss)	\$ (787)
Total Liabilities and Shareholders' Equity	<u>\$4,393</u>

Maurer's Minute Mechanic, Inc. Pro Forma Income Statement From Inception through March 31, 2020

Revenues	\$ -
Organizational and LPO expenses	\$ 787
Net income (loss)	<u>\$ (787)</u>