

ESCROW AGREEMENT

This Agreement is entered into on the date set forth on the signature page attached hereto by and among DIY Tiny, Inc. (the “Company”) and Vyas Realty Law (the “Escrow Agent”). Collectively, the Company and Escrow Agent shall be referred to as the “Parties.” The contact information for Escrow Agent is as follows:

Vyas Realty Law
919.694.1434 (o) | 919.882.8797 (f)
1100 Navaho Dr. (Suite 105)
Raleigh, NC 27609
www.VyasRealtyLaw.com

Nikhil Vyas, Esq., Owner of law firm acting as Escrow Agent, shall be the sole individual with authority to respond to inquiries pertaining to the Escrow Account.

WHEREAS, the Company has filed a notice with the Administrator of Securities of the State of North Carolina (the “Administrator”) to claim its exemption under the NC PACES Act. Pursuant to the requirements under the NC PACES Act, the Company proposes to enter into this Agreement.

WHEREAS, the Escrow Agent represents that it is a law firm licensed to practice in North Carolina that holds an IOLTA account with Paragon Bank, A Division of TowneBank dedicated to this transaction and its 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 Company 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 is more fully described in the disclosure materials prepared by the Company and filed with the Administrator (the "Disclosure Document").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and the Escrow Agent agree as follows:

Deposit of Funds

1. The Financial Institution used by Escrow Agent to facilitate the Escrow Account shall be Paragon Bank, A Division of TowneBank, located at 3535 Glenwood Avenue, Raleigh, NC 27609 (www.paragonbank.com). The person in charge of responding to Escrow Account inquiries for the bank shall be Sara A. Boshart.
2. The account number of the Escrow Account used by Escrow Agent relating to this transaction is: _____
3. Investors shall deposit all monies to be paid to Company 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 "Vyas Realty Law – IOLTA Fiduciary Account on behalf of DIY Tiny, Inc. LPO" (the "Escrow Account") according to the procedures set forth in **Exhibit A** attached hereto and incorporated herein by reference.
4. The Company and its agents will provide Investors instructions on wire transfer information to the Escrow Account. The Company will provide the Escrow Agent with a copy of each Subscription Agreement (substantially in the form of **Exhibit B** corresponding to such Escrow Funds. The Company 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 Company (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.

Keeping of Funds

5. The Escrow Agent will keep the Escrow Funds, segregated in the Escrow Account until the Escrow Agent releases the Escrow Funds to the Company or returns them to the Investors under paragraph 9, 10, or 11, below.
6. Unless the Administrator directs to the contrary, the Escrow Agent will hold the funds deposited in the Escrow Account as directed by the Company 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 the issuer.

7. Escrow Funds are not assets of the Company and are not subject to judgment or creditors' claims against the Company until the Escrow Funds are released to the Company under this Agreement.

Release or Return of Funds

8. If before 4:30 P.M. (local time) on the 1st day of January, 2019, unless extended under paragraph 12 (the "Target Date"), the Escrow Funds deposited in the Escrow Account amount to or exceed \$ 75,000.00 (the "Minimum Investment"), then the Escrow Agent will release the Escrow Funds to the Company (hereinafter referred to as the "Closing") provided that:
 - (a) the Escrow Agent has provided the Administrator with a notice stating that \$75,000.00 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.
9. Unless the Target Date has been extended under paragraph 13, 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:
 - (a) send notice to the Company and the Administrator in writing that it has not received the Minimum Investment, and
 - (b) promptly return to each Investor the amount of Escrow Funds (without interest) the Escrow Agent received on behalf of that Investor.

10. Until the Minimum Investment has been reached, any Investor may notify the Company in writing that it wishes to withdraw its investment. The Company shall immediately notify the Escrow Agent in writing of the Investors intention to withdraw and the Escrow Agent shall then promptly return all corresponding Escrow Funds (without interest) to the withdrawing Investor.
11. 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.
12. In the event that any Escrow Funds must be returned to the Investor(s), for any reason, (i) the cost of return shall be attributable solely to the Company and (ii) the Escrow Agent agrees to use its best efforts to release the funds within five (5) business days of receipt of written notice.

Extension of Target Date

13. The Target Date may be extended, provided that:
 - (a) the Disclosure Documents disclose that the Offering may be extended for a definite number of days, and
 - (b) the Company has delivered to the Escrow Agent and the Administrator a written notice of such extension.

Revocation or Suspension of LPO

14. If, at any time before the Escrow Agent releases the funds as provided in Paragraph 9, 10, or 11 of this Agreement, 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.

Abandonment of Offering

15. If the Escrow Agent receives a letter from the Company stating that the Offering has been abandoned or terminated, the Escrow Agent will promptly return to each Investor the Escrow Funds (without interest) the Escrow Agent received on behalf of that Investor.

Termination of Agreement

16. This Agreement shall terminate if upon the first to occur of:

- (a) Abandonment or termination of the Offering,
- (b) The Minimum Investment is not reached by the Target Date or extension thereof, or
- (c) 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 (c) of this Section 16, 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.

Duty and Indemnification of Escrow Agent

17. 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.
18. In performing its duties under this Agreement, or upon the claimed failure to perform any of its duties hereunder, the Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of the Escrow Agent's, or Escrow Agent's contractor's, so acting or failing to so act; provided, however, that the Escrow Agent shall not be relieved from liability for damages arising from the Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which

may be counsel to either party hereto, given with respect to any question relating to the duties and responsibilities of the Escrow Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to the Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or Parties.

19. As an additional consideration for and as an inducement for the Escrow Agent to serve as escrow agent hereunder, it is understood and agreed that, in the event of any disagreement resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Agreement, the Escrow Agent shall be entitled, at the option of the Escrow Agent, to refuse to comply with the demands of any parties so long as such disagreement shall continue. In such event, the Escrow Agent may elect not to make any delivery or other disposition of the Escrow Funds or any part of such Escrow Funds. Anything herein to the contrary notwithstanding, the Escrow Agent shall not be or become liable to such parties or any of them for the failure of the Escrow Agent to comply with the conflicting or adverse demands of such parties. The Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Escrow Funds or any part thereof or to otherwise act hereunder, as stated above, unless and until:
- (a) the rights of such Parties have been finally settled or duly adjudicated in a court located in Raleigh, North Carolina of the parties and the Escrow Funds and the Escrow Agent, has received written instructions as to disbursement thereof; or
 - (b) the Parties have reached an agreement resolving their differences and have notified the Escrow Agent in writing of such agreement and have provided the Escrow Agent with indemnity satisfactory to the Escrow Agent against any liability, claims or damages resulting from compliance by the Escrow Agent with such agreement. In the event of a disagreement as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Escrow Funds and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent or its legal counsel. Upon such tender, the Escrow Agent shall be discharged from all further duties under this Agreement; provided, however, that the filing of any such legal proceedings shall not deprive the Escrow

Agent of its compensation hereunder earned prior to such filing and discharge of the Escrow Agent of its duties hereunder.

20. The Company agrees that in the event any controversy arises under or in connection with this Agreement or the Escrow Funds or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement or the Escrow Funds, to pay to the Escrow Agent reasonable compensation for its extraordinary services and to reimburse the Escrow Agent for all costs and expenses, including legal fees and expenses, associated with such controversy or litigation; provided, however, that such compensation and legal reimbursement shall not apply if the controversy relates to the Escrow Agent's gross negligence or willful misconduct.

Resignation; Conflicts

21. The Escrow Agent may resign at any time from its obligations under this Agreement by providing written notice to the Company. 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.
22. Should the Escrow Agent cease doing business in North Carolina for any reason while this Agreement is in effect, the process for protecting Investor funds in the Escrow Account will follow the procedure set forth in Section 21 above.
23. In the event that Escrow Agent incurs a conflict of interest with any party hereto, Escrow Agent shall follow the procedure set forth in Section 21 above.
24. The Escrow Agent shall have no obligation to take any legal action in connection with this Agreement or its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve the Escrow Agent in any cost, expense, loss or liability unless security and indemnity satisfactory to the Escrow Agent, shall be furnished.

Records of Escrow Agent

25. 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.
26. Should the signatory Escrow Agent be removed or withdraw as Escrow Agent pursuant to Section 21 or Section 22 of 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.
27. The Escrow Agent will provide to the Administrator, on request, true, complete and current copies of the Records.

Escrow Agent Compensation

28. The Company will pay the Escrow Agent reasonable compensation for its services at the following rate:

<u>Service</u>	<u>Escrow Agent Fee</u>
Account Formation/Designation	\$1500
Closing/Termination	\$1500

Payment for escrow services shall be deemed earned and must be paid to Escrow Agent whether or not the Offering succeeds. Monies shall be due and payable upon Closing after the Minimum Investment has been reached, or in the event the Offering fails for any reason, upon return of funds to Investors.

Scope of Agreement

29. This Agreement will be for the benefit of, and binding on, the Company, the Escrow Agent and their successors, the Investors and their heirs, assignees, beneficiaries, executors,

administrators and their legal representatives. If, for any reason, the Escrow Agent named in this Agreement is unable or unwilling to continue to act as an escrow agent, then the Company may substitute, with the consent of the Administrator, another person or entity to serve as Escrow Agent.

30. Time is of the essence in this Agreement and each and all of its provisions.

Counterparts and Electronic Signatures

31. The Agreement and the Ancillary Documents may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been receive, and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means consistent with the North Carolina Uniform Electronic Transactions Act as amended.

Assignment

32. This Agreement may not be assigned by any party hereto without the prior written consent of all other Parties. The duties of any party hereto shall not be assigned to another without the prior written consent of Administrator.

Choice of Law and Arbitration

33. The Agreement and all ancillary documentation associated therewith shall be governed by and construed in accordance with the laws of the State of North Carolina and each party waives any objection to venue laid therein, including claims of forum *non conveniens* or lack of personal jurisdiction.
34. The Parties agree that any claim or dispute between them or against any agent, employee, successor or assign of the other, whether related to the Agreement between the Parties or otherwise, and any claim or dispute related to relationship or duties contemplated herein,

including the validity of this arbitration clause, shall be submitted to binding arbitration, and the arbitration proceeding shall be administered in accordance with the rules presently established by the American Arbitration Association (AAA), unless otherwise mutually agreed upon by the Parties. Any costs of the arbitration shall be borne equally by the Parties and the results of the arbitration shall be binding upon the Parties. The Parties agree that Wake County, North Carolina is a convenient forum and is the only forum in which a claim arising from or related to this Agreement may be arbitrated.

35. Without waiving the arbitration provisions of this Agreement, the parties agree that, should litigation between the parties become necessary or ensue (either in violation of the arbitration provision of this Agreement or to enforce the arbitration provisions of this Agreement), state courts located in Buncombe County, North Carolina and the federal courts for the Western District of North Carolina are convenient forums and are the only forums in which a claim arising from or related to this Agreement may be filed, maintained, or litigated, and all Parties submit to the jurisdiction of these courts.
36. In any action to enforce or defend the forum selection, choice of law, equitable/injunctive relief, or arbitration provisions of this Agreement, the Party receiving enforcement shall, at the conclusion of the action, be entitled to recover its cost and expenses associated with obtaining this enforcement including, but not limited to attorneys' fees and all other litigation or arbitration expenses incurred in connection therewith. Further, all injunctive relief provided with regard to the enforcement of these provisions shall be without bond.

[signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2018.

COMPANY: DIY Tiny, Inc.

By: _____
Drew J. Crawford, President

ESCROW AGENT: Vyas Realty Law

By: _____
Nikhil Vyas, Owner

[Signature page to Escrow Agreement]