



Maverick Realty & Investment, LLC

A Florida Limited Liability Company

\$20,000,000 OFFERING

800 UNITS OFFERED

(Consisting of One Preferred Series A-1 Non-Voting Membership Interest per Unit)

Offering Price: \$25,000 Per Unit

Minimum Subscription: Two Units

SUBSCRIPTION AGREEMENT

Maverick Realty & Investment, LLC
27251 Wesley Chapel, Suite 107
Wesley Chapel, Florida 33544

Dear Prospective Investor:

This Subscription Agreement ("Agreement") has been executed by the undersigned in connection with the exempt general solicitation offer and sale to a select group of accredited investors of investors of up to up to 800 units (the "Units") of the securities of Maverick Realty & Investment, LLC (the "Company") at an offering price of \$25,000 per Unit for an aggregate offering price of \$20,000,000 (the "Offering"). Each Unit will consist of one (1) Preferred Series A-1 Non-Voting Membership Interest (collectively, the "Series A-1 Interests"). The minimum subscription by an investor is two Units (\$50,000 minimum investment). The Company reserves the right in its sole discretion to sell fractionalized Units, and may accept investments of less than one Unit.

The Units are being offered on a "best efforts" basis, which means that net Offering proceeds will be available to the Company upon receipt, acceptance, and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for. All proceeds received by the Company from subscribers for the Units offered hereby may be deposited into one or more interest bearing accounts (but investors will have no right to such interest, which will be de minimis, if any).

The Units and underlying Series A-1 Interests may also be referred to herein as "securities."

The undersigned hereby makes the following representations, warranties and agreements:

1. Information. The undersigned has received and carefully reviewed the Company's confidential offering memorandum dated January 1, 2021 (the "Memorandum") accompanying this Agreement. The representations and warranties herein contained shall survive the execution and delivery of this Agreement and the sale of the Units hereunder.

2. Agreement to Subscribe. The undersigned hereby subscribes for _____ Units at a price of \$25,000 per Unit, payment for which in the amount of \$_____ is made herewith. Payment for such subscription is being made by wire transfer or by check, bank draft or money order.

The Company may accept or reject any subscription in whole or in part or otherwise alter the terms under which subscriptions may be accepted. The Company, its officers, directors, advisors, employees, current interest holders, and its and their affiliates may purchase the Units on the same basis as other subscribers.

The undersigned understands that except as provided under state securities laws, this subscription is irrevocable and that the execution and delivery of this Agreement will not constitute an agreement between the undersigned and the Company until this Agreement has been accepted by the Company.

3. Limited Liability Company Operating Agreement. The undersigned additionally acknowledges and agrees to be bound by the terms and provisions of the Company's limited liability company operating agreement, as may be amended from time to time, which is incorporated by reference in its entirety hereto.

4. Access to Information. The undersigned acknowledges that the undersigned is subscribing for the Units after what the undersigned deems to be adequate investigation of the business and prospects of the Company by the undersigned, or the purchaser representative(s) appointed by the undersigned. The undersigned and the undersigned's purchaser representative(s), if any, have been furnished with the Memorandum and any other materials relating to the business and operation of the Company which have been requested by them and have been given an opportunity to make any further inquiries desired of the management and any other personnel of the Company. The undersigned and the undersigned's purchaser representative(s), if any, have received complete and satisfactory answers to any such inquiries.

5. Certain Representations. The undersigned represents and warrants that the information submitted herewith to the Company by or on behalf of the undersigned is true and correct as of the date hereof. The undersigned further represents and warrants that:

- (a) If the undersigned is a corporation, it is duly organized, validly existing and in good standing under the laws of the state and country of its incorporation; that the corporation has the corporate power to carry on its business and to make the investment contemplated herein and that this investment is for a proper corporate purpose; that this subscription has been duly and validly authorized, executed and delivered and when accepted by the Company will constitute the valid, binding, and enforceable agreement of the undersigned; that the corporation has sufficient liquid assets to pay the full acquisition costs in connection with the Units it proposes to acquire; and that the corporation has sufficient assets such that it can afford a total loss of its investment in the Units.
- (b) If the undersigned is a partnership or association, that each individual partner or member of the partnership or association can bear the economic risks of his, her, or its pro rata share of this investment and can afford a total loss of his, her, or its investment; and that each individual partner or member has sufficient liquid assets to pay his, her, or its portion of the full acquisition costs in connection with the Units the partnership or association has agreed to acquire, has adequate means of providing for his, her, or its current needs and possible personal contingencies, and has no present need for liquidity of his, her, or its investment.
- (c) The undersigned has been advised that neither the Units nor the underlying securities are being registered under the Securities Act of 1933, as amended (the "Act"), on the basis of an applicable statutory exemption, which may include, without limitation or exclusion, Rule 506(c) of Regulation D, as may be amended from time to time, and on the representations made by the undersigned herein. The undersigned understands that no federal agency has passed on or made any recommendation or endorsement of the Units and that the Company is relying on the truth and

accuracy of the representations, declarations and warranties herein made by the undersigned in offering the Units for sale to the undersigned without having first registered the same under the Act.

- (d) The undersigned is acquiring the Units for investment for the undersigned's own account and not with a view to their resale or distribution and does not intend to divide his, her, or its participation with others or to resell or otherwise dispose of all or any part of the Units unless and until they are subsequently registered under the Act, or an exemption from such registration is available.
- (e) The undersigned is an accredited investor as such term is defined in Rule 501 of Regulation D, as amended, under the Act.
- (f) The undersigned alone, or together with the undersigned's purchaser representative, has the ability to evaluate the merits and risks of an investment in the Company based upon his, her, its, or their knowledge and experience in financial and business matters.
- (g) The undersigned understands that, in the view of the Securities and Exchange Commission (the "Commission"), the applicable statutory exemption(s) referred to above would not be available if, notwithstanding the undersigned's representations, the undersigned had in mind merely acquiring the Units for immediate resale or distribution upon a market developing therefore.
- (h) The undersigned further understands that in the event Rule 144 of the Act ("Rule 144") hereafter becomes applicable to the Units, any routine sale of the Units made thereunder can be made only in limited amounts in accordance with the terms and conditions of this subscription agreement and of Rule 144 and that in the event Rule 144 is not applicable, compliance with a disclosure exemption will be required before the undersigned can transfer part or all of the Units. However, the Company shall supply the undersigned with any information necessary to enable the undersigned to make routine sales of the Units under Rule 144, if applicable, and if there shall, at such time, be a market therefore, of which there is no assurance.
- (i) The undersigned accepts the condition that, before any transfer of any of the Units can be made by the undersigned, written approval must first be obtained from the Company's counsel. The basis of such approval, which shall not be unreasonably withheld, shall be in compliance with the requirements of the federal and state statutes regulating securities. The undersigned understands that a legend to this effect may be placed on the underlying securities, and that stop transfer instructions will be issued by the Company, to its transfer agent, if any.
- (j) The undersigned understands and agrees that if the undersigned's subscription is accepted, the undersigned may be required to execute other documents to effectuate or evidence his, her, or its purchase of the Units.
- (k) No one acting on behalf of the Company has made any representation, warranty, or agreement to or with the undersigned with respect to purchase of the Units, except as described herein and in the Memorandum accompanying this Agreement.
- (l) The undersigned affirms that the information and representations contained herein, particularly those representations relating to the undersigned's general ability to bear the risks of the investment being made hereby and the undersigned's suitability as an investor are true and correct.
- (m) The undersigned is aware that the Units are a speculative investment involving a very high degree of risk and that there is no guarantee that the undersigned will realize any gain from the undersigned's investment. The undersigned is able (i) to bear the economic risk of this investment, (ii) to hold the Units indefinitely, and (iii) presently able to afford a complete loss of this investment.
- (n) The undersigned has adequate other means of providing for the undersigned's current needs and personal contingencies and therefore has no need for liquidity in this investment. The

undersigned's overall commitment to investments, which are not readily marketable, is not disproportionate to the undersigned's net worth and the undersigned's investment in the Units will not cause such overall commitment to become excessive.

- (o) The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control or are otherwise funds as to which the undersigned has the right of management.
- (p) The undersigned understands the meaning and legal consequences of the representations and warranties made herein, all of which are true and correct as of the date hereof and will be true and correct as of the date of the undersigned's acquisition of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.
- (q) The undersigned will indemnify and hold harmless the Company, its agents, counsel, successors, and assigns, and each of their affiliated persons, from any and all damages, losses, costs and expenses (including reasonable attorney's fees) which they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of his, her, or its representations and warranties contained herein.
- (r) The undersigned is a bona fide resident of the state set forth on the signature page hereof, maintains his, her, or its principal residence there and is at least 21 years of age.
- (s) The undersigned has relied on his, her, or its own legal counsel to the extent the undersigned has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units subscribed for herein.
- (t) The undersigned hereby agrees that this subscription is irrevocable and that the representations and warranties set forth in this Agreement shall survive the acceptance hereof by the Company.
- (u) The undersigned hereby agrees and acknowledges that the agreements and representations herein set forth shall become effective and binding upon the undersigned and the undersigned's heirs, legal representatives, successors, and assigns upon the Company's acceptance hereof.

6. General.

- (a) All notices or other communications given or made hereunder shall be in writing and shall be delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the undersigned at the undersigned's address set forth below and to the Company at the address set forth above.
- (b) Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to conflicts of law.
- (c) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The undersigned agrees not to transfer or assign this Agreement, or any of his, her, or its interest herein, without the express written consent of the Company.
- (d) The undersigned agrees that counsel to the Company shall not be liable for taking any action pursuant to this Agreement in the absence of willful misconduct, misfeasance, malfeasance, or fraud.

- (e) The undersigned has enclosed with this Agreement appropriate evidence of the authority of the individual executing this Agreement to act on its behalf (i.e. if a trust, a copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a copy of the articles of incorporation; or if a partnership, a copy of the partnership agreement).

Subscriber Information for Issuance of Certificates for the Units as Follows:

(Name)

(Street and No.)

(City, State and Zip Code)

(Email Address)

(Social Security No. or Federal Employer ID No.)

(Date of Birth)

Very truly yours,

(Signature of Subscriber)

Dated: _____, 2021

Company Acceptance of Subscription Upon Execution Below:

Maverick Realty & Investment, LLC

By: _____

Dated: _____ 2021