

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