

# TRANSFORMATIONAL EPICENTER HOLDINGS, LLC

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## Subscription Agreement

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**DRAFT -- STRUCTURAL OUTLINE**

**THIS IS NOT A COMPLETE LEGAL DOCUMENT**

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**Document 04** | Data Room - Investment **Date:** January 2026 **Classification:** Confidential - Investor Distribution Only **Version:** 0.1 -- DRAFT **Prepared by:** Transformational Epicenter Holdings, LLC

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## IMPORTANT NOTICE

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**THIS DOCUMENT IS A TEMPLATE AND STRUCTURAL OUTLINE ONLY.** It does not constitute a binding subscription agreement and has not been reviewed or approved by securities counsel. This draft has been prepared for internal planning and structural review purposes.

**NOT LEGAL ADVICE.** This document does not constitute legal advice. All prospective investors and the Company must engage qualified securities counsel before executing any subscription agreement.

**SUBJECT TO MATERIAL REVISION.** All articles, terms, representations, and provisions contained herein are preliminary and subject to material revision by securities counsel. No reliance should be placed on any provision in this document. The final subscription agreement may differ materially in structure, terms, and content.

**TEMPLATE ONLY.** This structural outline is intended to illustrate the anticipated scope and organization of a subscription agreement. It is not an operative legal document and creates no rights, obligations, or binding commitments for any party.

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## Article 1: Definitions

*[DRAFT -- Key terms pre-filled for structural review]*

The following terms shall have the meanings set forth below when used in this Agreement:

**"Accredited Investor"** means an individual or entity meeting the qualifications set forth in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended. See Article 3 for specific qualification criteria.

**"Agreement"** means this Subscription Agreement, including all exhibits, schedules, and attachments hereto, as may be amended from time to time in accordance with its terms.

**"Capital Contribution"** means the total amount of cash contributed by the Subscriber to the Company in exchange for the Interests, as specified in Section 2.1.

**"Closing"** means the completion of the transactions contemplated by this Agreement, including the Company's acceptance of the Subscriber's subscription and the Subscriber's payment of the Capital Contribution.

**"Closing Date"** means the date on which the Closing occurs, as determined by the Company.

**"Company"** means Transformational Epicenter Holdings, LLC, a Delaware limited liability company.

**"Interests"** means the membership interests in the Company being subscribed for and purchased pursuant to this Agreement, as described in Section 2.1.

**"Operating Agreement"** means the Operating Agreement of Transformational Epicenter Holdings, LLC, as may be amended from time to time, which governs the rights, obligations, and relationships of the Members.

**"PPM"** means the Private Placement Memorandum of the Company, dated [DATE], as may be supplemented from time to time.

**"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**"Subscriber"** means the individual or entity executing this Agreement and subscribing for the Interests.

**"Subscription Amount"** means the total dollar amount being subscribed by the Subscriber, as specified in the signature page of this Agreement.

**"Total Raise"** means \$13,773,500, representing the total capital sought by the Company in this offering.

*[Note: Additional defined terms will be added by securities counsel as required.]*

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## Article 2: Subscription and Purchase

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*[DRAFT -- Structure outlined for attorney completion]*

### 2.1 Subscription

The Subscriber hereby irrevocably subscribes for and agrees to purchase the Interests in the Company in the amount set forth on the signature page hereto (the "Subscription Amount"), subject to the terms and conditions of this Agreement.

### 2.2 Acceptance

The Company reserves the right, in its sole discretion, to accept or reject this subscription in whole or in part. This subscription shall not be binding upon the Company until the Company has accepted the subscription in writing.

### 2.3 Payment

*[To be completed by securities counsel -- will address:]*

- Wire transfer instructions and funding mechanics
- Timing of payment relative to acceptance
- Escrow arrangements (if applicable)
- Treatment of subscription funds prior to Closing
- Refund procedures for rejected subscriptions

## 2.4 Closing Mechanics

*[To be completed by securities counsel -- will address:]*

- Closing conditions and procedures
- Delivery of executed documents at Closing
- Issuance of Interests upon Closing
- Multiple closings (if applicable)
- Final closing deadline

## 2.5 Minimum and Maximum Subscription

*[To be determined -- will address:]*

- Minimum individual subscription amount
  - Maximum individual subscription amount (if applicable)
  - Minimum aggregate offering amount required for initial Closing
  - Maximum aggregate offering amount
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# Article 3: Representations of Subscriber

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*[DRAFT -- Standard accredited investor qualifications and representations pre-filled]*

The Subscriber hereby represents, warrants, and acknowledges to the Company as follows:

## 3.1 Accredited Investor Status

The Subscriber represents that it is an "accredited investor" as defined in Rule 501(a) of Regulation D, and qualifies under one or more of the following categories:

*[Check all that apply]*

- ☐ **Individual Income:** An individual with income exceeding \$200,000 in each of the two most recent years (or joint income with spouse exceeding \$300,000) and a reasonable expectation of reaching the same income level in the current year
- ☐ **Individual Net Worth:** An individual with a net worth, or joint net worth with spouse, exceeding \$1,000,000, excluding the value of the primary residence
- ☐ **Entity Assets:** An entity with total assets exceeding \$5,000,000, not formed for the specific purpose of acquiring the Interests
- ☐ **Entity -- All Equity Owners Accredited:** An entity in which all equity owners are accredited investors
- ☐ **Licensed Professional:** An individual holding a Series 7, Series 65, or Series 82 license in good standing

- ☐ **Knowledgeable Employee:** A "knowledgeable employee" as defined in Rule 3c-5(a)(4) under the Investment Company Act
- ☐ **Family Office:** A "family office" as defined under the Investment Advisers Act with at least \$5,000,000 in assets under management
- ☐ **Other:** [Specify qualification basis]

### 3.2 Investment Experience

The Subscriber represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Interests and of making an informed investment decision. The Subscriber has had the opportunity to ask questions of and receive answers from the Company regarding the terms and conditions of the offering and the Company's business, management, and financial affairs.

### 3.3 Risk Acknowledgment

The Subscriber acknowledges and understands that:

- The Interests involve a high degree of risk and are suitable only for investors who can bear the economic risk of loss of their entire investment
- There is no public market for the Interests and none is expected to develop
- The Interests are subject to substantial restrictions on transferability
- The Company is in an early stage with limited operating history
- Forward-looking statements and financial projections are based on assumptions that may not be realized
- Actual results may differ materially from projections

### 3.4 Investment Purpose

The Subscriber is acquiring the Interests for the Subscriber's own account, for investment purposes only, and not with a view to, or for, resale, distribution, or fractionalization thereof, in whole or in part.

### 3.5 No General Solicitation

The Subscriber was not solicited through any form of general solicitation or general advertising, including but not limited to advertisements, articles, notices, or other communications published in any newspaper, magazine, or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees were invited by general solicitation or advertising.

### 3.6 Receipt of Information

The Subscriber acknowledges receipt and review of:

- The Private Placement Memorandum

- The Operating Agreement
- This Subscription Agreement and all exhibits
- Such other documents and information as the Subscriber has requested

### 3.7 Independent Advice

The Subscriber has had the opportunity to consult with independent legal, tax, and financial advisors regarding this investment and the tax consequences thereof, and has either done so or elected not to do so of the Subscriber's own volition.

### 3.8 No Guarantees

The Subscriber acknowledges that no representations or warranties have been made to the Subscriber regarding the tax consequences of this investment, the future value of the Interests, or any projected returns. The Subscriber understands that past performance of similar operations does not guarantee future results.

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## Article 4: Representations of the Company

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*[DRAFT -- Entity details pre-filled]*

The Company hereby represents and warrants to the Subscriber as follows:

### 4.1 Organization and Standing

The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full power and authority to conduct its business as currently contemplated and to enter into and perform its obligations under this Agreement.

### 4.2 Authorization

The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws.

### 4.3 Capitalization

*[To be completed -- will address:]*

- Total authorized membership interests
- Interests outstanding prior to this offering
- Interests to be issued in this offering

- Any outstanding warrants, options, or convertible securities
- Cap table summary

#### 4.4 Subsidiaries

The Company has two wholly-owned subsidiaries:

- **TE Operations Mexico, S.A. de C.V.** -- Quintana Roo, Mexico (operating entity)
- **TE Real Estate Mexico, S.A. de C.V.** -- Quintana Roo, Mexico (real estate holding entity)

#### 4.5 Compliance with Laws

*[To be completed -- will address regulatory compliance status and known issues]*

#### 4.6 Litigation

*[To be completed -- will disclose any pending or threatened litigation]*

#### 4.7 Material Contracts

*[To be completed -- will list material contracts and commitments]*

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## Article 5: Conditions to Closing

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*[DRAFT -- Structure outlined for attorney completion]*

#### 5.1 Conditions to Company's Obligations

The Company's obligation to accept the Subscriber's subscription and issue the Interests shall be subject to the following conditions:

- Accuracy of the Subscriber's representations and warranties
- Delivery of executed subscription documents and required exhibits
- Receipt of the Subscription Amount in full
- Completion of accredited investor verification procedures
- No material adverse change in applicable law that would prohibit the offering
- Achievement of minimum aggregate subscription amount [to be determined]
- Such other conditions as the Company may reasonably require

#### 5.2 Conditions to Subscriber's Obligations

The Subscriber's obligation to fund the Subscription Amount shall be subject to the following conditions:

- Accuracy of the Company's representations and warranties
  - Delivery of executed Operating Agreement
  - No material adverse change in the Company's business or financial condition
  - Receipt of all documents required to be delivered at Closing
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## Article 6: Investor Rights

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*[DRAFT -- Six investor rights pre-filled from corporate structure]*

Upon Closing, the Subscriber shall be entitled to the following rights as a Member of the Company, subject to the terms and conditions of the Operating Agreement:

### 6.1 Board Representation

Investors meeting the qualifying ownership threshold shall be entitled to designate a member of the Board of Managers. Board approval is required for material transactions, capital expenditures above defined thresholds, and material changes to business direction. Specific thresholds and mechanics are defined in the Operating Agreement.

### 6.2 Information Rights

The Subscriber shall be entitled to receive:

- Quarterly unaudited financial statements within 45 days of quarter end
- Annual audited financial statements within 120 days of fiscal year end
- Annual operating budget and business plan
- Monthly KPI dashboard (occupancy, revenue, clinical outcomes)
- Prompt notice of material events, litigation, or regulatory changes
- Right to inspect books and records upon reasonable notice

### 6.3 Pro-Rata Participation Rights

The Subscriber shall have the right to participate in future financing rounds on a pro-rata basis to maintain the Subscriber's ownership percentage. The Company shall provide advance notice of planned capital raises with a defined exercise period.

### 6.4 Tag-Along Rights



If a majority holder proposes to sell their interests in the Company, the Subscriber shall have the right to participate in such sale on the same terms and conditions, pro rata to the Subscriber's ownership percentage. This provision ensures minority investors can exit alongside majority holders.

## 6.5 Anti-Dilution Protection

The Subscriber shall be entitled to weighted average anti-dilution adjustment in the event of a subsequent financing at a valuation lower than the Subscriber's entry valuation. The specific mechanics of the anti-dilution adjustment are defined in the Operating Agreement.

## 6.6 Exit Rights

The Subscriber shall be entitled to:

- Participation in any liquidity event (sale, IPO, merger) on at least a pro-rata basis
  - Liquidation preference ensuring return of invested capital before common distributions
  - Drag-along and tag-along provisions to facilitate clean exit transactions
  - Right of first refusal on secondary transfers of membership interests by other Members
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# Article 7: Indemnification

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*[DRAFT -- Structure outlined for attorney completion]*

## 7.1 Indemnification by Subscriber

*[To be completed -- will address:]*

- Subscriber's obligation to indemnify Company for breaches of representations and warranties
- Scope of indemnifiable losses
- Survival period of representations
- Limitations on indemnification obligations

## 7.2 Indemnification by Company

*[To be completed -- will address:]*

- Company's obligation to indemnify Subscriber for breaches of Company representations
- Scope of indemnifiable losses
- Survival period of representations
- Limitations on indemnification obligations

## 7.3 Indemnification Procedures

*[To be completed -- will address:]*

- Notice requirements for indemnification claims
  - Defense and settlement of third-party claims
  - Cooperation obligations
  - Exclusive remedy provisions
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## Article 8: Miscellaneous

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*[DRAFT -- Key provisions pre-filled]*

### 8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

### 8.2 Dispute Resolution

*[To be completed -- will address:]*

- Mandatory arbitration or litigation election
- Venue and jurisdiction (Delaware Court of Chancery or Delaware federal courts)
- Prevailing party attorney's fees provision
- Waiver of jury trial (if applicable)

### 8.3 Entire Agreement

This Agreement, together with the Operating Agreement, the PPM, and any exhibits, schedules, and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral.

### 8.4 Amendment

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by the Company and the Subscriber.

### 8.5 Assignment

The Subscriber may not assign this Agreement or any rights hereunder without the prior written consent of the Company. Any attempted assignment without such consent shall be void.

8.6 Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered to the addresses set forth on the signature page hereto.

8.7 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

8.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

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Signature Blocks

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[PLACEHOLDER -- To be completed by securities counsel]

The Company:

TRANSFORMATIONAL EPICENTER HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

The Subscriber:

SUBSCRIBER (Individual):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Subscription Amount: \$\_\_\_\_\_

-- OR --

**SUBSCRIBER (Entity):**

Entity Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscription Amount: \$\_\_\_\_\_

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## Exhibits

### Exhibit A: Accredited Investor Questionnaire

*[PLACEHOLDER -- To be prepared by securities counsel]*

This exhibit will contain a detailed questionnaire to verify the Subscriber's accredited investor status, including:

- Individual income verification (tax returns, W-2s, or written confirmation from CPA, attorney, or registered investment advisor)
- Net worth certification (excluding primary residence)
- Entity qualification documentation
- Beneficial ownership and control information
- Source of funds disclosure
- Anti-money laundering (AML) compliance information
- Know Your Customer (KYC) documentation requirements

### Exhibit B: Wire Instructions

*[PLACEHOLDER -- Pending]*

Wire transfer instructions for subscription payments will be provided upon finalization of banking arrangements. Information will include:

- Bank name and address
- ABA routing number
- Account number
- Account name

- Reference/memo line instructions
  - Escrow arrangements (if applicable)
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## CONFIDENTIALITY NOTICE

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This document and all information contained herein is strictly confidential and proprietary to Transformational Epicenter Holdings, LLC. It is provided solely to the intended recipient for the purpose of evaluating a potential investment in the Company. This document may not be reproduced, distributed, or disclosed to any third party without the prior written consent of the Company.

By accepting this document, the recipient agrees to maintain its confidentiality and to return or destroy all copies upon request by the Company.

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**Document Status:** DRAFT -- Pending Securities Counsel Review **Last Updated:** January 2026 **Owner:** Transformational Epicenter Holdings, LLC **Distribution:** Authorized investors and advisors only

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