

# LETTER OF INTENT

## Strategic Partnership — Transformational Epicenter

Date: February 22, 2026

### Non-Binding

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#### Between:

**Nicholas Courschesne and Jason Sparks** ("Founders") On behalf of the Transformational Epicenter project and its affiliated entities

#### And:

Pablo \_\_\_\_\_ ("Partner")

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## 1. PURPOSE

This Letter of Intent outlines the proposed terms under which the Partner would acquire a thirty percent (30%) equity interest across three entities comprising the Transformational Epicenter, a vertically integrated health intelligence platform located in Tulum, Mexico.

This LOI is non-binding and is intended to serve as the basis for negotiation of definitive agreements. No party shall have any legal obligation to the other by virtue of this LOI, except as set forth in Section 9 (Confidentiality).

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## 2. THE VENTURE

The Transformational Epicenter is a luxury medical retreat and health intelligence platform specializing in medically supervised psychedelic-assisted therapy, biohacking, and bio-optimization. The venture is structured as three distinct but synergistic entities:

**Entity A — Real Estate Holdings** Acquisition, development, and appreciation of prime hospitality real estate in Tulum, Mexico. A 45,000 m<sup>2</sup> jungle compound with existing infrastructure. Acquisition cost: \$12,400,000 USD.

**Entity B — Clinical Operations and Intellectual Property** Luxury medical retreat operations, proprietary treatment protocols, bio-optimization programs, brand equity, and licensing rights. Valued using a 5.5x EBITDA multiple consistent with behavioral health industry standards.

**Entity C — Data, AI, and Health Intelligence** Proprietary neurological, epigenetic, and biomarker datasets generated from guest treatments. AI-powered treatment optimization, research partnerships, and future licensing of predictive health models.

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## 3. PROPOSED EQUITY STRUCTURE

The Partner shall receive thirty percent (30%) equity ownership in each of the three entities described above, for a combined 30% stake across the entire venture.

Entity	Description	Partner Equity

Entity A	Real Estate Holdings	30%
Entity B	Clinical Operations and IP	30%
Entity C	Data, AI, and Health Intelligence	30%

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## 4. CONSIDERATION

The specific investment amount, payment structure, and timing shall be defined in the definitive agreements. The parties intend to negotiate terms that reflect the Partner's capital contribution relative to the venture's total capitalization requirements, including but not limited to:

- Real estate acquisition and development costs
  - Clinical buildout and licensing
  - Technology platform development
  - Working capital and operational ramp
  - Pre-opening and marketing expenses
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## 5. GOVERNANCE AND DECISION-MAKING

The definitive agreements shall address governance, including:

- Board composition and voting rights
  - Major decision approval thresholds
  - Management roles and responsibilities of the Founders
  - Information rights and financial reporting obligations
  - Transfer restrictions and right of first refusal
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## 6. DISTRIBUTIONS AND DIVIDENDS

The parties anticipate that operating cash flow may support distributions beginning in Year 2 of operations. Distribution policy, including timing, frequency, and priority, shall be defined in the definitive operating agreements for each entity.

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## 7. EXIT PROVISIONS

The definitive agreements shall include provisions for:

- Tag-along and drag-along rights
  - Right of first refusal on equity transfers
  - Buy-sell mechanisms
  - Potential exit timelines (anticipated Year 5 to Year 7)
  - Independent exit capability per entity (each entity may be sold separately or as a combined venture)
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## 8. EXCLUSIVITY PERIOD

Upon execution of this LOI, the Founders agree to negotiate exclusively with the Partner for a period of sixty (60) days. During this period, the Founders shall not solicit, entertain, or accept proposals from other parties for equity

participation in the venture on substantially similar terms.

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## **9. CONFIDENTIALITY**

This section is binding. Both parties agree to keep the terms of this LOI and all related discussions, financial projections, and proprietary information strictly confidential. Neither party shall disclose such information to any third party without the prior written consent of the other party, except as required by law or to professional advisors bound by confidentiality obligations.

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## **10. NON-BINDING NATURE**

Except for Sections 8 (Exclusivity) and 9 (Confidentiality), this LOI is non-binding and does not create any legal obligation between the parties. The parties acknowledge that definitive agreements must be negotiated, executed, and delivered before any binding commitments arise.

This LOI is intended solely to facilitate good faith negotiations toward a mutually beneficial partnership.

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## **11. GOVERNING LAW**

This LOI and any binding provisions herein shall be governed by the laws of the State of Florida, United States.

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## **12. EXPIRATION**

This LOI shall expire if not executed by both parties on or before March 31, 2026.

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## **SIGNATURES**

**Founders:**

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**Nicholas Courschesne** Date: \_\_\_\_\_

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**Jason Sparks** Date: \_\_\_\_\_

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**Partner:**

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**Pablo** \_\_\_\_\_ Date: \_\_\_\_\_