

FOUNDING MEMBER DEPOSIT AGREEMENT

Oasis Wellness Sanctuary, LLC · Charlotte, North Carolina

This Agreement is entered into between Oasis Wellness Sanctuary, LLC, a North Carolina limited liability company (“Company”), and the individual identified below (“Founding Member” or “Member”). By submitting a deposit, Member agrees to be bound by the terms set forth herein.

MEMBER INFORMATION

Member Name	
Email Address	
Phone Number	
Mailing Address	
Membership Tier	☐ Founding Member (\$1,500/yr · \$150/mo) ☐ Founding Cultivators (\$4,500 · 12 months) ☐ Founding Stewards (\$3,450 · 6 months)
Deposit Amount	
Payment Date	

1. FOUNDING MEMBERSHIP TIERS

Three founding membership tiers are available. Each tier is limited in slots and offered exclusively during the pre-opening founding window. All founding members lock their membership rate permanently on the date of their commitment — the rate paid at joining is the rate paid for the life of the membership, regardless of future pricing.

Tier	Slots	Price	Benefits
Founding Member	150	\$1,500/year \$150/month	12 months · year-round access 2 guest passes/month · 3 programming credits/month Priority booking · Welcome kit · Founding token Rate locked for life
Founding Cultivators	100	\$4,500 (12-month price)	12 months · year-round access 4 guest passes/month · 7 programming credits/month First-priority booking · Named acknowledgment in space Welcome kit · Founding token · Rate locked for life
Founding Stewards	150	\$3,450 (6-month	6 months · member's chosen seasonal window

		price)	2 guest passes/month · 5 programming credits/month Priority booking · Welcome kit · Founding token Rate locked for life
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All tiers include: invitation to the land blessing ceremony, full botanical dome and satellite experience access (for the applicable term), pre-opening Sunday Service access, pre-opening guided site tours, welcome kit (robe, slippers, RFID bracelet), and a founding token — a physically crafted memento marking membership among the original 400.

2. DEPOSIT — CHARACTERIZATION AND PROTECTION

2.1 Nature of the Deposit

The deposit paid by Member under this Agreement is a membership deposit — an advance payment toward future membership access and benefits at Oasis Wellness Sanctuary. This deposit does not constitute an equity interest, investment, or security of any kind. Member has no expectation of financial return, profit participation, or appreciation from this deposit or from the Company’s operations. Member is purchasing access to a wellness facility and the benefits described herein, nothing more.

2.2 Dedicated Deposit Account

All founding member deposits are held in a dedicated founding member deposit account, separate from the Company’s general operating accounts. Deposits are not commingled with general business funds and may not be drawn upon for general operating purposes except as expressly permitted by the milestone release schedule in Section 3. This is a structural protection, not a promise of any specific return.

2.3 No Interest

Deposits held in the dedicated account do not accrue interest for the benefit of Member. Any interest earned on the account accrues to the Company.

3. MILESTONE RELEASE SCHEDULE

Funds held in the dedicated founding member deposit account will be released to the Company only upon achievement of the following construction milestones. Each milestone release requires third-party verification as described below.

#	Milestone	Release Amount
1	Building permits issued, construction documents 100% complete, GC contract executed	Up to 15% of held deposits
2	Construction commenced, bonds in place, Notice to Proceed issued	Up to 25% of held deposits

3	Construction 50% complete per architect certification	Up to 35% of held deposits
4	Certificate of Occupancy issued	Remaining balance

Third-Party Verification. Each milestone release requires certification from at least one of the following: the architect of record, the Company's senior lender, or an independent construction consultant. Release is not triggered solely by the Company's determination.

4. REFUND RIGHTS

4.0 45-Day Lock-In Period

Member's deposit is locked for a period of forty-five (45) calendar days from the date of Member's signature of this Agreement (the "Lock-In Period"). During the Lock-In Period, Member's deposit is non-refundable under any circumstances, including but not limited to change of mind, financial hardship, or any other reason. No exceptions will be made. The forty-five (45) day clock begins on the date Member executes this Agreement, not on the date payment is received.

4.1 Full Refund — Before Milestone 1

Member's deposit is fully refundable upon written request submitted via email to david@maverickprojectgroup.com at any time after the expiration of the 45-Day Lock-In Period described in Section 4.0 and prior to the achievement and certification of Milestone 1 (building permits issued, construction documents 100% complete, GC contract executed). Refunds will be processed within thirty (30) days of receipt of a written refund request.

4.2 Outside Commencement Date

If construction has not commenced by July 31, 2027 (the "Outside Commencement Date"), Member has the right to request a full refund of any deposit amounts not yet released pursuant to the Milestone Release Schedule. Member must submit a written refund request within sixty (60) days of the Outside Commencement Date to exercise this right. The Company will process eligible refunds within thirty (30) days of receipt.

4.3 Automatic Refund Triggers

Member is entitled to a full refund of any unreleased deposit amounts upon the occurrence of any of the following:

- Failure to obtain required building permits within thirty-six (36) months of the effective date of this Agreement
- Failure to secure construction financing sufficient to commence construction
- Project abandonment, as evidenced by a written notice from the Company or a cessation of project activity for more than twelve (12) consecutive months without a force majeure explanation
- Material change to the fundamental nature of the project concept (e.g., conversion from a wellness sanctuary to an unrelated use)

- Extended force majeure delay exceeding twenty-four (24) months beyond the Outside Commencement Date

4.4 Post-Milestone Refunds

Once deposits have been released to the Company pursuant to a milestone certification, released amounts are not subject to refund. Only unreleased amounts remaining in the dedicated deposit account are eligible for refund under this Section.

4.5 Refund Process

All refund requests must be submitted in writing to david@maverickprojectgroup.com. The Company will confirm receipt within five (5) business days and process eligible refunds within thirty (30) days. Refunds will be made via the original payment method where possible.

5. MEMBERSHIP BENEFITS — SCOPE AND LIMITATIONS

5.1 Rate Lock

Member's membership rate is locked from the date of Member's signature of this Agreement for the life of Member's membership, as specified in the tier selected above. This rate lock applies to the base membership fee only and does not apply to premium experiences, practitioner sessions, private bookings, or any à la carte services.

5.2 Subject to Change

All imagery, renderings, programming descriptions, amenity details, and timelines presented in Company materials are conceptual and illustrative. Specific benefits, programming, physical features, and opening timelines are subject to change as development progresses. The Company will make reasonable efforts to deliver the benefits described herein but does not guarantee the delivery of any specific amenity, feature, or programming element.

5.3 Non-Transferable

Founding membership and the associated rate lock are personal to Member and may not be transferred, assigned, or sold to any third party without prior written consent of the Company.

5.4 Pre-Opening Benefits

Pre-opening benefits (land blessing ceremony invitation, guided site tours, Sunday Service access) are available to Members in good standing during the pre-opening period. These benefits are offered as a gesture of community and are not guaranteed against scheduling changes or site access limitations during the construction period.

6. ADDITIONAL TERMS

6.1 Nature of Transaction

This Agreement governs a membership deposit transaction. It does not create a partnership, joint venture, employment relationship, or any ownership interest in Oasis Wellness Sanctuary, LLC. Member has no voting rights, governance rights, or financial interest in the Company.

6.2 Confidentiality

Member agrees to keep confidential any non-public information about the Company’s capital structure, investor relationships, or business strategy that may be shared in connection with this membership. This obligation does not apply to information that is publicly available.

6.3 Communications

Company will provide Members with periodic updates on project progress via email. Member consents to receiving communications from the Company at the email address provided above. Member may unsubscribe from marketing communications at any time without affecting membership status.

6.4 Governing Law

This Agreement shall be governed by the laws of the State of North Carolina. Any disputes arising under this Agreement shall be resolved in Mecklenburg County, North Carolina.

6.5 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the founding membership deposit and supersedes all prior representations, discussions, or communications. Amendments must be in writing and signed by both parties.

6.6 Severability

If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURE PAGE

By signing below, Member acknowledges that they have read and understood this Founding Member Deposit Agreement, agree to its terms, and confirm that their deposit is a membership deposit and not an investment in or loan to the Company.

Signature

David V. Hunt
Principal
Oasis Wellness Sanctuary, LLC

Signature

Founding Member
(Print name above)

Date

Date

*Oasis Wellness Sanctuary, LLC · Founding Member Deposit Agreement · Charlotte, NC · 2026 ·
Confidential*

This document does not constitute an offer to sell securities. Founding member deposits are membership deposits only. Please consult independent legal counsel before signing.