XSERIAL

Deed of Sale - Industrial Facility

Reference XS-IND-020 Issued 03 November 2026 Draft for review

Schedule A - Parties

The Company: Xserial SARL, Boulevard de la Liberte, Bonanjo, Douala, Republic of Cameroon. Represented by the signatory named below.
The Client: ..... (name, identification and address to be completed on execution).

Schedule B - Asset

Kribi Cold Chain Facility - Mboro Road, Kribi
Category: Industrial. Region: Kribi. Tier: Elite. Offer type: Asset transaction.
1,800 m2 multi-temperature cold store with redundant plant, twenty minutes from the deep-sea port.

- Total area: 1,800 m2
- Chambers: 4
- Temperature range: -25 degC to +8 degC
- Pallet positions: 2,400
- Title: Land certificate

Schedule C - Consideration

Stated consideration: XAF 920,000,000.
Deposit on execution: 25% of the stated consideration.
Term: outright transfer on completion; no recurring term applies.

Terms and conditions

1. Parties and subject

This agreement is made between Xserial SARL ("the Company"), the sole publisher and manager of the asset described herein, and the counterparty identified in Schedule A ("the Client"). The subject of this agreement is the asset referenced XS-IND-020, described in Schedule B together with its annexes, plans and inventory.

2. Consideration and payment

A deposit of 25% of the stated consideration is payable on execution of this agreement and is applied against the total. The balance follows the schedule set out in Schedule C. Payments are made to the Company’s designated account only; no agent, introducer or third party is authorised to receive funds on the Company’s behalf.

3. Title, documentation and warranties

The Company warrants that it holds or is duly mandated over the asset, that the title documentation supplied is authentic, and that the asset is free of undisclosed encumbrance, litigation or third-party occupation at the date of execution. Copies of the survey plan, title instrument and, where applicable, building permit are annexed.

4. Tier - Elite

Terms are privately negotiated. Xserial coordinates legal counsel and escrow on both sides,

and the Client is entitled to confidentiality over the transaction particulars. Viewings are by appointment and may be subject to a non-disclosure undertaking.

5. Inspection and acceptance

The Client is entitled to inspect the asset, accompanied by a surveyor or engineer of their choosing, prior to acceptance. Defects identified at inspection are recorded in a joint schedule and remedied, or reflected as a price adjustment, before completion.

6. Termination

Either party may terminate for material breach not remedied within thirty (30) days of written notice. Where the Company terminates without cause, sums received are refunded in full within twenty-one (21) days. Where the Client withdraws without cause after the cooling-off period, the deposit is forfeited up to the documented costs incurred.

7. Governing law and dispute resolution

This agreement is governed by the laws of the Republic of Cameroon and the OHADA Uniform Acts where applicable. The parties will attempt amicable settlement for thirty (30) days before referring any dispute to arbitration in Douala under the CCJA rules, in English or French at the Client’s election.

8. Notices

Notices are served in writing to the addresses in Schedule A, by hand, registered post or email with confirmed receipt. Notices to the Company are copied to concierge@xserialestates.com.

Execution

Signed for and on behalf of Xserial SARL: ..... Date: .....

Signed by the Client:

..... Date: .....

This document is a draft issued for review. It is not an offer capable of acceptance until countersigned by an authorised officer of Xserial SARL. Questions: concierge@xserialestates.com Clarisse Mbuh, Commercial & Industrial Lead, +237 6 94 08 33 07.