XSERIAL

Deed of Sale - Income Property

Reference XS-RES-005 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

Molyko Student Residence - Molyko, Buea
Category: Residential. Region: Buea. Tier: Premier. Offer type: Asset transaction.
Sixteen-unit self-contained block with a proven 94% occupancy record through the academic year.

- Plot area: 700 m2
- Built area: 540 m2
- Units: 16
- Gross yield: 13.8%
- Year built: 2020
- Title: Land certificate

Schedule C - Consideration

Stated consideration: XAF 128,000,000.
Deposit on execution: 15% 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-RES-005, described in Schedule B together with its annexes, plans and inventory.

2. Consideration and payment

A deposit of 15% 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 - Premier

The asset is released on Xserial’s standard commercial terms. Documentation, title

verification and structural inspection reports are supplied as annexes. Amendments to the payment schedule require written approval from Xserial.

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 Nkeng Achiri, Head of Residential, +237 6 77 41 20 18.