

REAL ESTATE CASH BACK HOUSING COOPERATIVE SOCIETY LIMITED

Registered under Section 6 of Chapter C14 of the Cooperative Societies Law of Lagos State of Nigeria (Reg No: LSCS 18176)

Managed in Strategic Partnership with Zylus Group International • Corporate Office: Lekki, Lagos State, Nigeria

DEED OF INVESTMENT & CAPITAL CASHBACK AGREEMENT

PARTIES TO THIS AGREEMENT

THIS AGREEMENT is made and entered into this **8th day of October, 2026**, by and between:

1. REAL ESTATE CASH BACK HOUSING COOPERATIVE SOCIETY LIMITED, a registered cooperative society under the Lagos State Ministry of Commerce, Industry & Cooperatives with registration number **LSCS 18176**, having its operational headquarters at Lekki Phase 1, Lagos State, Nigeria (hereinafter referred to as the "*Cooperative*", which expression shall where the context admits include its successors-in-title, assigns, and legal representatives) of the **ONE PART**; and

2. [INVESTOR / SUBSCRIBER FULL NAME REDACTED], of [Residential Address Redacted for Privacy], Lagos State / Overseas Member (hereinafter referred to as the "*Member*", which expression shall where the context admits include his/her heirs, executors, legal administrators, and assigns) of the **OTHER PART**.

RECITALS

WHEREAS:

A. The Cooperative is duly registered under Section 6 of Chapter C14 of the Cooperative Societies Law of Lagos State of Nigeria 2015, established to facilitate asset-backed wealth creation and commercial property development.

B. The Cooperative operates a structured wealth platform termed the "**Real Estate Cashback Project**" (the "*Project*"), under which member capital is deployed into verified land banking, infrastructure, and housing ventures managed in collaboration with Zylus Homes & Property Limited.

C. The Member has formally applied to participate in the Scheme, has remitted the verified investment capital, and both parties desire to set forth their mutual covenants, guarantees, and covenants in writing.

1. DEFINITIONS & CONSTRUCTION

1.1. In this Deed, "**Effective Date**" means the date of execution; "**Investment Sum**" means the actual capital deposited into the Cooperative's designated bank account; "**Dividend / Cashback**" means the agreed fixed profit-share return; and "**Maturity Date**" means the contractual terminal date of the chosen cycle.

2. INVESTMENT CAPITAL, RETURNS & ROLLOVER FRAMEWORK

2.1. Principal Deposit: The Member has subscribed and deposited the principal sum of **₦1,500,000.00 (One Million, Five Hundred Thousand Naira Only)** (the "*Investment Sum*"), receipt of which is hereby formally acknowledged by the Cooperative.

2.2. Contracted Dividend: The Cooperative hereby covenants to pay to the Member a guaranteed Dividend in the sum of **₦600,000.00 (Six Hundred Thousand Naira Only)** (representing a 40% annualized yield), payable in full together with the Investment Sum at maturity.

2.3. Tenure: This investment shall run for an immutable term of **twelve (12) calendar months**, commencing on **October 8, 2026**, and terminating on **October 8, 2027** (the "*Maturity Date*").

2.4. Maturity Options: The Member may instruct repayment or rollover in writing within fourteen (14) days prior to maturity. In default of such written notice, the capital shall automatically rollover into a new cycle on equal terms to prevent yield hiatus.

3. CAPITAL SECURITY & ASSET COLLATERALIZATION

3.1. To secure the Member's funds against insolvency, project delay, or market volatility, the Cooperative issues the following three-fold security covenant upon the execution of this Agreement:

3.1.1. Official Investment Certificate: A numbered, authenticated certificate issued under the seal of the Cooperative confirming active member equity.

3.1.2. Post-Dated Commercial Bank Cheque: A post-dated cheque covering the total maturity value (**₦2,100,000.00**, being the combined Investment Sum and Dividend), issued by the Cooperative's bank. The Member agrees to provide seven (7) days' notification prior to presenting said cheque.

3.1.3. Earmarked Real Estate Asset Backing (Foreclosure Covenant): As ultimate security, an exact parcel measuring **68.18 square meters** is hereby earmarked for the Member within **ZYLUS PRIME CITY**, situated Off Lekki-Epe Expressway, Eleran Igbe, Ibeju-Lekki corridor, Lagos State.

PROVIDED ALWAYS that if the Cooperative defaults or is unable to pay the maturity sum as contracted, the Member shall immediately exercise the absolute right to take full proprietary ownership and physical possession of said earmarked landed asset in complete satisfaction of the debt.

4. TENURE & EFFECTIVE LIFECYCLE

4.1. This Agreement shall take effect immediately on **Thursday, 8th October 2026**, and shall subsist in full force and effect until **Friday, 8th October 2027**, when all principal funds and accrued dividends are remitted into the Member's nominated bank account.

5. PREMATURE TERMINATION & LIQUIDITY PROVISION

5.1. In alignment with cooperative fiscal management, no party may terminate or withdraw capital within the initial **ninety (90) days (3 months)** of execution.

5.2. Should the Member require premature emergency termination after 3 months, a formal written notice of at least sixty (60) days must be delivered to the Cooperative.

5.3. In the event of early termination prior to the Maturity Date, an administrative charge of **17%** shall be deducted from the prorated investment balance to offset operational liquidation expenses.

6. ASSIGNMENT & TRANSMISSION OF MEMBER ESTATE

6.1. Neither party may assign or transfer any obligation or right arising under this Deed without the express prior written consent of the other party.

6.2. **Next-of-Kin Transmission Clause:** In the event of the Member's demise or permanent incapacitation, all proceeds, maturity payouts, and rights under this Deed shall devolve strictly and directly to the Member's designated next of kin / nominated beneficiary bank account as lodged in the cooperative register, exempt from probate delays.

7. GOVERNING LAW & MULTI-DOOR DISPUTE RESOLUTION

7.1. This Deed shall be interpreted, construed, and enforced exclusively in accordance with the Laws of Lagos State and the Federal Republic of Nigeria.

7.2. Any controversy or dispute arising from this agreement shall first be subjected to good-faith mutual negotiations across at least three (3) documented settlement meetings.

7.3. Where amicable settlement fails, the dispute shall be submitted to binding arbitration before a Sole Arbitrator appointed under the rules of the **Lagos Multi-Door Courthouse (LMDC)**. The arbitral award shall be final, binding, and enforceable in any court of competent jurisdiction.

8. SEVERABILITY & ENTIRE AGREEMENT

8.1. If any covenant or condition of this Deed is declared invalid or unenforceable by a tribunal, the remaining covenants shall remain in full force and effect.

8.2. This instrument constitutes the sole and entire agreement between the parties and supersedes all prior verbal statements, marketing brochures, or representations.

9. ANTI-MONEY LAUNDERING & SOURCE OF FUNDS WARRANTY

9.1. The Member warrants and represents that the capital invested herein does not constitute proceeds of crime, fraud, terrorism financing, or any unlawful activity under the Money Laundering (Prevention and Prohibition) Act.

9.2. The Member agrees to fully indemnify and hold harmless the Cooperative, its officers, and trustees against any third-party claims, statutory sanctions, or enforcement actions arising from the source or character of the deposited funds.

SCHEDULE 1: INVESTMENT & COLLATERAL SUMMARY

Item Specification	Contracted Particulars	Verification Status
Member Registration	RECB / LSCS 18176 Member Tier	Verified & Active
Principal Capital (NGN)	₦1,500,000.00 (One Million, Five Hundred Thousand Naira)	Confirmed by Central Account
Agreed Dividend Return	₦600,000.00 (Six Hundred Thousand Naira)	Guaranteed Contractual Payout
Total Maturity Value	₦2,100,000.00 (Principal + Dividend)	Covered via Post-Dated Cheque
Tenure & Lifespan	12 Months (08/10/2026 to 08/10/2027)	Firm Term
Collateral Asset Location	68.18 sqm at Zylus Prime City, Eleran Igbe, Lekki-Epe corridor	Earmarked under Deed Covenant

EXECUTION & ATTESTATION

IN WITNESS WHEREOF, the parties have executed this Deed under their respective hands and seals the day and year first above written.

FOR: THE COOPERATIVE Real Estate Cash Back Housing Cooperative Society Ltd OFFICIAL SEAL AFFIXED Trustee / President: Lateef Lawal Secretary: Harris Onyeamachi	FOR: THE MEMBER Signed, Sealed & Delivered by the Member SPECIMEN ATTESTED Member Signature: [Confidential Specimen] Witness: Koriat & Co. Representative
---	---

PREPARED BY LEGAL COUNSEL: Koriat & Co. (Barristers, Solicitors & Arbitrators), 3rd Floor, 191 Igboere Road, Lagos Island, Lagos State, Nigeria. Prepared on behalf of Real Estate Cash Back Housing Cooperative Society Limited (LSCS 18176) & Zylus Group International.