

Land Purchase Agreement

Land acquisition / repurchase

Template version • 19 October 2026

Complete this template for the particular transaction before signing. Square brackets are placeholders, not agreed particulars. The Czech version prevails unless the individual agreement expressly provides different language terms.

I. Parties and property

1.1 Seller: [name / company], [date of birth / registration number], [residence / registered office], [register and representation], email [●], account for escrow release [●]. Purchaser: [name / company], [date of birth / registration number], [residence / registered office], [register and representation], email [●]. Co-ownership, spouses and share acquired: [●].

1.2 Transaction mode – select one and delete the other: [CLIENT LAND ACQUISITION / REPURCHASE UNDER FPA No. • dated •]. On repurchase, the client is seller and the purchaser is APF Malta Real Estate Limited, registration number C 110216, registered office 171, Triq L-Ifran, Valletta VLT 1455, Malta, represented by David Sosík, director. Select the seller and purchaser for the particular transaction and remove the unused alternative. APF AGRICULTURAL INVESTMENT LTD. is not automatically a party to the transfer.

1.3 The seller declares ownership of the immovables precisely identified in signed Annex 1: parcel number including numbering series, land type, area, cadastral territory and code, municipality, title sheet, transferred share and cadastral authority/office ("land"). The annex is integral to this agreement. The template must not be signed without completing and attaching it.

II. Sale and purchase price

2.1 The seller sells the land, its components and appurtenances to the purchaser, who buys and accepts it into [sole ownership / co-ownership with share • / marital community property] for the agreed price. Only rights expressly identified in this agreement are transferred.

2.2 The total purchase price is CZK [●], in words [●], inclusive of any VAT legally applicable to the transfer. Tax treatment and any breakdown of net price and VAT: [●]. The land price is separate from administration fees and external costs.

2.3 On initial acquisition, the price is P, on which LTD's one-off 7% fee is calculated under a separate services agreement, excluding the fee and charges from its base. The fee is not part of the amount released to the seller unless expressly agreed otherwise in the payment schedule. On repurchase, K is determined by the FPA and verified calculation in Annex 2 using 3M PRIBOR plus 4 percentage points for 12 months, 5.5 for 24–48 months or 7 for 60 months. Only the rate and term actually agreed in the FPA apply. No new 7% fee is charged.

2.4 On repurchase, $K = P + S + F + Z$, where P is the original land purchase price, S the one-off administration fee of 7% of P, F agreed and substantiated acquisition charges actually borne by the client, and Z appreciation calculated on P alone for the holding period. Annex 2 itemises each component. The outstanding balance is $D = K - A$. Inclusion of S and F in the repurchase price does not mean charging them to the client again.

III. Advances, escrow and release

3.1 Advances already paid towards this purchase price total $A = \text{CZK [●]}$. Dates and amounts are listed in Annex 2. On repurchase, these include annual advances actually paid at 10% of the original P under the FPA. No advance is additional to the purchase price. An unpaid final annual advance is included in the balance and not paid again.

3.2 The outstanding [purchase price – A] = CZK [●] shall be deposited in independent [lawyer / notary / bank] escrow with [agent's name, registration, office and contact] within 10 calendar days of signing. If A exceeds the purchase price, the parties expressly provide for repayment of the excess in Annex 2. The escrow account is specified in the concurrently signed escrow agreement and verified directly with the agent. This template contains no account to which payment can be made.

3.3 The agent files for registration only after the full balance has been deposited and the agreed conditions met. The balance is released to the seller within five working days after proof of approved registration and a current title sheet showing the purchaser as owner without encumbrances other than those expressly accepted. Details and discharge of existing mortgages are governed by an escrow agreement consistent with this agreement. Deposit performs the funding obligation. The seller is paid when funds are released to the seller's account.

3.4 If registration is finally refused and this agreement terminated, the agent returns the balance to the purchaser within five working days after the return conditions under the escrow agreement are established. Other payments are settled according to their legal basis and actual claims. The agent shall not distribute disputed funds on one party's unilateral instruction.

IV. Title, leases and purchaser eligibility

4.1 The seller declares authority to transfer, disclosure of all known encumbrances, agricultural and other leases, pre-emption rights, disputes and proceedings, and absence of undisclosed acts preventing transfer. Annex 1 lists all known defects and third-party rights, including unregistered rights, with a current title sheet. An empty field is not a representation that no defect exists.

4.2 Existing agricultural/other lease: [none / parties, agreement, duration, termination and payments, copy attached]. The purchaser takes over only expressly disclosed arrangements to the extent required by law. Rent and costs are allocated according to the period to which they economically relate as at handover, not the incidental date of receipt. The parties provide settlement within 30 days of receiving the necessary records.

4.3 The purchaser acknowledges receipt of the stated records and an opportunity to inspect. This does not exclude statutory defect rights, latent defects or liability for the seller's untrue statements. Until handover, the seller preserves the land's condition and creates no new encumbrance or disposal without the purchaser's consent.

4.4 Purchaser eligibility under section 3d of Act No. 334/1992 Coll. was checked before signing: [EU / EEA / Switzerland – citizenship, residence or seat / other evidenced statutory or treaty exception / evidenced reciprocity]. Evidence and check date: [●]. For a third-country purchaser without an exception, an assessment of the relevant reciprocity law is supplied. Authority, necessary certification, translations and AML/sanctions checks are completed before signing. Any required foreign investment approval is obtained before implementation under the law. Client registration or KYC "Yes" alone does not establish acquisition eligibility.

V. Registration, handover and cooperation

5.1 The purchaser acquires ownership through Land Register registration. The legal effects of approved registration arise when the application reaches the cadastral authority. The agent or another expressly authorised representative [●] files the joint application within five working days of meeting the escrow conditions. The registration fee is borne by [●], other costs as in Annex 2.

5.2 Handover is deemed to occur on the day the cadastral authority's notification of completed registration is delivered to the last of the parties. They provide available records and, where appropriate, sign a handover record. From the start of that day, risk, benefits and operating costs pass to the

purchaser. The seller bears the preceding period. Statutory tax duties and ownership effects are unaffected.

5.3 The parties promptly remedy curable defects in the application or agreement while preserving the transfer's economic purpose. If registration is not approved within six months of signing, either party may withdraw unless it intentionally caused the obstacle. Escrow and payments are settled under Article III and applicable law.

VI. Breach, withdrawal and contractual penalty

6.1 If the purchaser is late depositing the balance, the seller grants an additional written 30-day period. After expiry without performance, the seller may withdraw. If the seller materially breaches the obligation to transfer without undisclosed obstacles or a material statement in Article IV is untrue and not remedied within 30 days of the purchaser's written notice, the purchaser may withdraw. Other statutory withdrawal grounds remain unaffected.

6.2 If the entitled party validly withdraws on these grounds, the breaching party pays a contractual penalty of 5% of the total purchase price. The same factual breach incurs this penalty only once, without a concurrent daily penalty. Payment is due within 15 days after receipt of a reasoned written demand. Judicial reduction of a disproportionate penalty and mandatory consumer protection are unaffected.

6.3 In derogation from section 2050 of the Civil Code, damages for the same breach are preserved only to the extent exceeding the penalty, preventing double recovery. Insolvency alone is not penalised by this article. FPA insolvency terms do not automatically carry over to an already concluded purchase agreement.

VII. Final provisions

7.1 Czech law applies subject to mandatory consumer protection, international jurisdiction and insolvency rules. Delivery must be provable. Merely handing a letter to the postal service does not itself create deemed service.

7.2 Annex 1: land particulars, current title sheet, defects and leases. Annex 2: price, advances, balance and cost schedule, with calculation and FPA reference on repurchase. The escrow agreement is separate and must be consistent with this agreement. Terms version [•] apply only to the accepted extent and do not change the parties or price under this agreement.

7.3 Amendments require written agreement. Counterparts: one for each party, one for registration with the required signature certification and one for the escrow agent, plus any agreed copies. For a public-law party, statutory approvals, publication and endorsements must be separately completed and verified before signing. This general template contains no approval by any particular municipality.

7.4 The parties confirm that they have read and understand the full agreement and annexes and that it expresses their free and serious intention. All blank fields and unselected alternatives must be completed or removed before signing.

At [place] on [date]

Seller: [signature]

Purchaser: [signature]

Annex worksheets to complete before signing

Parcel number / share	Cadastral territory / code / municipality	Type / area / title sheet / authority
[•]	[•]	[•]

Item	Agreed value / evidence
Land purchase price P	CZK [•]
Administration fee $S = 7\% P$	CZK [•], evidence [•]
Agreed charges F	[item, payee, basis, evidence, amount], total CZK [•]
T0 / T / term / margin	[•] / [•] / [•] / [•]
Appreciation Z	[period, fixing and source, rate, days, amount], total CZK [•]
Future price $K = P + S + F + Z$	CZK [•]
Paid advances A	[date and amount of each payment], total CZK [•]
Balance $D = K - A$	CZK [•]

Attach a current title sheet, full specification of all parcels, list of legal defects and copies of agricultural/other leases. Expand tables to fit the entries. Separately document foreign purchaser eligibility. Both parties sign the annexes.

At [place] on [date]

Seller: [signature]

Purchaser: [signature]