

Agreement to Enter into a Future Purchase Agreement

Land 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 land

1.1 Prospective seller (client): [name / company], [date of birth / registration number], [residence / registered office], [register and representation], email [•], bank account [•]. Co-owners and marital property regime: [•].

1.2 Prospective purchaser: APF Malta Real Estate Limited, registration number C 110216, registered office 171, Triq L-Ifran, Valletta VLT 1455, Malta, represented by David Sosík, director, email [•], account [•] ("prospective purchaser"). APF AGRICULTURAL INVESTMENT LTD. is neither a party nor a guarantor.

1.3 Under sections 1785 et seq. of Czech Act No. 89/2012 Coll., the parties agree to conclude a future purchase agreement for the land specified in signed Annex 1: parcel number, land type, area, cadastral territory and code, municipality, title sheet, share and competent cadastral authority. Legal defects and agricultural leases are listed individually. If the client does not yet own the land, this FPA takes effect only upon acquisition of ownership by [date] at the latest, otherwise the obligation to conclude the purchase agreement terminates.

II. Repurchase obligation and deadlines

2.1 Acquisition price P: CZK [•]. Date of legal effects of the client's acquisition T0: [•]. Agreed term: [12 / 24 / 36 / 48 / 60] months, select one. Margin: [•] percentage points p.a. according to the table below. Repurchase maturity T: [T0 + agreed number of months]. If that day does not exist in the target month, its last day applies.

2.2 Either party must, upon the other's written call delivered between 30 days before T and 30 days after T, conclude the purchase agreement within 14 days of receipt, but not before T. The calling party supplies a draft consistent with this FPA and the attached purchase template. Failure to make a timely call has the consequences provided in section 1788 of the Civil Code. Mandatory conditions for enforcement remain unaffected.

2.3 Before signing the final purchase agreement, the parties produce a current title sheet, calculation of K, advance ledger and evidence of purchaser eligibility under section 3d of Act No. 334/1992 Coll. This FPA neither transfers ownership nor creates a mortgage.

III. Future purchase price

3.1 P comprises only the land acquisition purchase price, excluding LTD's administration fee of 7% of P and ancillary costs. The future price is $K = P + S + F + Z$. S is LTD's one-off administration fee of 7% of P, including any legally applicable VAT. F is the sum of pre-agreed, substantiated acquisition charges actually borne by the client. Annex 2 specifies S and each F item, its payee, basis and evidence. The appreciation base remains P, excluding S and F. Inclusion of S and F in K is part of the repurchase price, not a new fee or charge to the client. The price increment Z is the sum of amounts for successive three-month periods from T0 to T. For each period, P is multiplied by the annual 3M PRIBOR plus margin expressed as a decimal and by the actual day count divided by 365. The start day is included and the end day excluded. Interest is simple on P, without compounding.

3.2 Periods start at T0 and each subsequent three-month anniversary of T0, using the last day of the month if necessary. 3M PRIBOR is the Czech Financial Benchmark Facility administrator's fixing two Prague banking business days before the period starts. The prospective purchaser substantiates the fixing from an authorised licensed source and provides periods, day counts, rates and amounts. Neither a zero floor nor a rate cap is agreed.

3.3 If a fixing is temporarily unavailable, the last published fixing no more than five Prague banking business days old applies. For longer unavailability or permanent cessation, a legally binding replacement applies if one exists. Otherwise, within 30 days the parties agree an economically equivalent replacement, without unilateral determination by either party. A disputed calculation cannot be treated as agreed unilaterally. Undisputed amounts due shall be paid.

3.4 This calculates a contractual purchase price, not an actual market valuation. The increment is not a net return after fees and taxes and its payment depends on performance by the prospective purchaser.

Agreed term	Margin above 3M PRIBOR
12 months	4 percentage points p.a.
24, 36 or 48 months	5.5 percentage points p.a.
60 months	7 percentage points p.a.

IV. Advances and payment settlement

4.1 For each completed 12 months from T0, the prospective purchaser pays the client an advance of 10% of P within 15 calendar days after the anniversary. The base excludes the administration fee and charges. This is not a separate return in addition to K. No additional advance is payable for an incomplete year.

4.2 All advances actually paid, A, are deducted from K. The balance $K - A$ is deposited with an agreed independent lawyer, notary or bank escrow agent within 10 calendar days of signing the final purchase agreement. If the last annual advance has not been paid, it is included in the escrow deposit and is not paid separately again. No advance may be credited twice for the same transaction.

4.3 The escrow agreement provides for release to the client after approved registration of the purchaser's ownership and a title sheet without new unagreed encumbrances. The account is verified directly with the escrow agent. Deposit satisfies the obligation to deposit funds. Payment to the client occurs on release. If A exceptionally exceeds K, the excess is settled in the opposite direction at the same time. The administration fee is not charged again on repurchase.

V. Land condition and cooperation

5.1 The client truthfully discloses title, leases, disputes, mortgages and restrictions. The client keeps the land transferable and, without the prospective purchaser's written consent, shall not dispose of it or create a new encumbrance preventing the agreed repurchase. Ordinary administration and disclosed leases in the annex are not prohibited. The prospective purchaser cooperates and proves funding, authority and eligibility to acquire.

5.2 Changes to the land, term, rate or early termination require written agreement. Breach gives rise to statutory rights to performance, damages, default interest and withdrawal where the legal conditions are met. This FPA creates no flat penalty for insolvency or automatic forfeiture of all advances.

VI. Prospective purchaser insolvency

6.1 The parties agree a resolutive condition under section 548(2) of the Civil Code: the obligation to conclude the future purchase agreement terminates when a competent court's decision finding the prospective purchaser insolvent, or a recognised equivalent foreign decision, takes effect. Filing an insolvency petition alone is insufficient. This provision applies only to the extent permitted by mandatory law, including rules on unperformed contracts and Regulation (EU) 2015/848. It does not circumvent an insolvency practitioner's statutory option to perform.

6.2 Termination does not deprive the client of ownership. Insolvency itself is not automatically a breach secured by a contractual penalty under section 2048 of the Civil Code and does not prove damage equal to A. The client may claim proven damages for breach under section 2913 where its statutory conditions are satisfied, and other existing claims.

6.3 Paid advances do not automatically become damages or a penalty. A claim for their return following failure of the legal basis is assessed under sections 2991 et seq. Set-off of the client's claim against the return of advances is permitted only if statutory conditions are met, including section 140 of the Czech Insolvency Act where applicable. Any balance not covered by a valid permissible set-off must be settled with the entitled person under applicable insolvency law and cannot automatically be retained by the client.

6.4 The parties must account for foreign insolvency jurisdiction, recognition of proceedings and special conflict rules for Czech immovables. The choice of Czech law does not exclude mandatory foreign or EU insolvency effects, avoidance claims or statutory claim-filing deadlines.

VII. Final provisions and signatures

7.1 Czech law applies subject to mandatory rules, particularly consumer protection, international jurisdiction and insolvency. Notices are delivered to the stated addresses or by provable electronic delivery. Dispatch alone does not create deemed service without the further statutory conditions.

7.2 Annexes: 1. precise land specification, title sheet and disclosed defects/leases, 2. individual parameters and price calculation with advance ledger, 3. agreed purchase agreement template, 4. Terms version [●], only to the extent expressly accepted by both parties. Individual provisions of this FPA prevail. Each party receives a signed counterpart. Changes require written agreement.

At [place] on [date]

Prospective seller / client: [signature]

Prospective purchaser: David Sosík, director, for APF Malta Real Estate Limited, 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]

Prospective seller / client: [signature]

Prospective purchaser: David Sosík, director, for APF Malta Real Estate Limited, signature [•]