VERDT large Token Redemption Agreement

Security by a pledge over an equity interest in APF Malta and alternative conversion

Agreement No. [to be completed] Date of conclusion: [to be completed]

The Issuer undertakes to redeem the VERDT tokens identified below after the agreed term at a fixed base price. The Investor may elect conversion into a predetermined equity interest in APF Malta instead of cash redemption. The obligations are secured by a separate pledge agreement over APF Malta shares owned by the Issuer. Individual details and relevant dates shall be completed in the Annexes before signing.

1 Contracting parties and scope of the relationship

1.1 Issuer and debtor: APF AGRICULTURAL INVESTMENT LTD, registration number 13810721, registered office Office Q, 35 Astbury Road, London, England, SE15 2NL, represented by Karel Mičulka as attorney-in-fact under the General Power of Attorney dated 19 October 2026, contact address [to be completed], email [to be completed] (“LTD” or the “Issuer”). The details and representative’s authority shall be evidenced by a current register extract and power of attorney.

1.2 Investor: [full name or business name, date of birth or registration number, residence or registered office, country, representative if any, email and address for service] (the “Investor”).

1.3 Joining company: [exact APF Malta name as recorded in the Malta Business Registry], registration number [C …], registered office [to be completed], represented by [to be completed] (“APF Malta”). APF Malta undertakes only the expressly stated information, corporate and record-keeping cooperation obligations. By signing, it neither assumes LTD’s debt nor guarantees cash redemption.

1.4 This Agreement follows VERDT Purchase Agreement No. [to be completed] dated [to be completed]. It does not itself certify payment of the purchase price or delivery of tokens. It covers exclusively the tokens identified in Annex 1, actually acquired by the Investor and properly locked under this Agreement. Their acquisition price is distinct from their current exchange price.

1.5 Rights to redemption, a bonus, conversion and security arise from the contractual relationship between the specific parties. Holding other VERDT, or transferring a token without an approved transfer of the entire contractual relationship, does not create those rights. They are not an automatic feature of every token under the White Paper.

1.6 The Pledge Agreement is the agreement over APF Malta shares No. [to be completed] dated [to be completed], governed by Maltese law and attached as Annex 2. For its purposes, this Agreement is the “Special Agreement”. All Annexes must contain identical claim, share, interest and maturity details.

2 Entry conditions and token lock-up

2.1 Contract currency C: [EUR / USD - select one before signing]. All purchase, redemption, reward-value, secured-claim and settlement amounts are denominated and payable in C. K = [to be completed] CZK per 1 C, fixed at conclusion using the Czech National Bank rate for [date, source]. K is used only to translate the existing programme thresholds and CZK-based illustrations into C. Complete each resulting amount in C before signing. Later exchange-rate changes do not alter agreed amounts. All linked agreements and valuations must use the same C and consistent conversion inputs. No exchange rate is assumed in this template. The minimum acquisition value of a new investment is (2,000,000 / K) C. Token quantity n, initial contractual price P_0 and acquisition value $I = n \times P_0$ shall be stated in Annex 1. Separate records and dates shall be maintained for each tranche unless common ones are expressly agreed. This variant does not credit quarterly reward tokens under the medium programme.

2.2 The Investor shall deposit funds in the agreed escrow [provider and terms]. LTD shall arrange delivery of VERDT into a verified lock-up contract or independent custody and allocation of specific shares. The escrow provider shall verify LTD's ownership of the shares, the permissibility and registration of the pledge, availability of the reserve and deposit of transfer instruments. Funds shall be released to LTD only after evidence that all conditions have been met.

2.3 LTD shall also arrange assessment and completion of any registration of the security at Companies House and other required steps under the law of its registered office. If UK registration is required, it shall be completed within the applicable statutory period, normally 21 days beginning on the day after creation of the security. Any exception must be supported by a written legal assessment. The Investor shall receive evidence of all required registrations.

2.4 T_0 is the date of full payment, acquisition and lock-up of the tokens and evidenced fulfilment of the security conditions. The escrow provider shall confirm it in writing. If the conditions are not met within 30 calendar days after deposit, funds shall be returned to the Investor within 5 business days and the agreed term shall not begin. For tokens already paid for, the Annex shall record the actual position and an agreement to supplement security, without retrospective effect of registrations.

2.5 While the obligations remain outstanding, the Investor may not sell, transfer, pledge, lend or otherwise use the relevant tokens outside the agreed settlement. Inheritance and transfer of the entire contractual relationship shall be evidenced and recorded. A change of wallet or technical solution must not impair token control and requires prior written agreement. A discovered breach shall be addressed under Article 7, without automatic forfeiture of the entire investment.

3 Base redemption price and maturity

3.1 The agreed term is [24 / 36 / 48 / 60] months from T_0. The proposed simple increase rates r are 6% per annum for 24 months, 7% for 36 months, 8% for 48 months and 9% for 60 months. The specific variant, term T in years and amount B must be selected in Annex 1. The base redemption price for all relevant tokens is $B = n \times P_0 \times (1 + r \times T)$.

3.2 The increase is not compounded or recalculated by reference to CEX or DEX. Base price B is not conditional on LTD's profits, APF Malta's value or proceeds from further token sales. LTD may not deduct distribution, administration or security costs from it. Documented dividend payments credited under the Pledge Agreement reduce the remaining amount payable, without changing the agreed calculation of B.

3.3 Cash redemption of all tokens is payable in a single amount on date S, being the end of the agreed term or, if S is not a business day, the next business day. The exact date shall be confirmed in Annex 1 after T_0 is determined. A business day for payment is a day on which banks are open in both the Czech Republic and Malta. This payment-date adjustment does not increase T or B. The 30-day period in Article 5 applies to conversion and does not defer cash redemption.

4 Security for obligations and APF Malta assets

4.1 LTD shall secure its obligation by an actually created and registered pledge in favour of the Investor over specific, fully paid APF Malta shares owned by LTD. The precise collateral and priority shall be specified in the Pledge Agreement. This Article does not replace the Maltese pledge instrument and registration. First-ranking status must be evidenced by checks for prior rights, not merely by contractual description.

4.2 The secured base claim is B or the substitute claim following an uncompleted conversion, together with permitted ancillary amounts and documented reasonable costs, up to the maximum secured amount stated in both agreements. Redemption and conversion claims are not cumulative. A bonus shall be included in the pledge only by a written addition to the secured claim and corresponding coverage.

4.3 Conversion interest q shall be determined at entry under Article 5. The total collateral value shall be at least 125% of the defined secured claim following conservative valuation. Additional reserve shares shall be recorded separately from the main conversion shares and do not increase q. Annex 1 shall specify the number, class, rights and identification of both groups. Where classes carry different rights, value cannot be derived solely from the percentage of capital.

4.4 Coverage shall be reviewed quarterly after deducting debts and considering liquidity and realisation. If it falls below 125%, LTD shall supplement the registered security within 15 business days under the Pledge Agreement. Pending remedy, it shall suspend further programme subscriptions and dealings with unallocated collateral that would prevent remedy. Regular coverage reviews do not constitute binding valuations for forced enforcement.

4.5 The main conversion pool under the methodology may not exceed 20 percentage points of the total equity interest in APF Malta and shall be drawn exclusively from LTD's interest. The additional reserve shall be monitored separately. The Investor's allocated shares may not be allocated to multiple investors or encumbered by new rights without its consent. Entry by SICAV or another person must not include shares already allocated to this Investor.

4.6 In the asset annex to the Pledge Agreement, APF Malta shall evidence its actually acquired assets and separately identify future acquisitions. The schedule shall cover directly owned agricultural land, interests in asset-holding and operating SPVs, financing receivables, cash and other specific assets. It shall state the legal owner, identification, ownership proportion, acquisition title, value, debts and encumbrances. A planned acquisition shall not be presented as an asset already owned.

4.7 LTD and APF Malta shall provide quarterly statements of assets, debts, capital and security within 20 business days after quarter-end. Changes material to coverage shall be notified within 5 business days. The Investor may verify supporting evidence through an independent expert under agreed confidentiality terms. Anti-dilution protection and corporate cooperation are governed by the Pledge Agreement.

4.8 LTD is liable for its own obligations with all its assets. This declaration creates no additional pledge or priority over unspecified assets. A share pledge does not give the Investor a direct security interest over assets of APF Malta or its SPVs and does not guarantee share value. The rights of their own creditors remain unaffected.

5 Conversion into an equity interest

5.1 The Investor may elect conversion in Annex 1 on signing or by written notice received by LTD no later than 60 calendar days before S. Election on signing replaces a later notice. Without a valid election, cash redemption shall apply. Changing an election requires both parties' agreement. No later than 61 days before S, LTD shall notify B, any allocated bonus and the information needed for an informed election.

5.2 Following a valid election, LTD's obligation to transfer the conversion shares is automatically triggered at S, without a new Investor request or further LTD consent. The interest shall be agreed at entry using q = B / Eref × 100%, where Eref is the evidenced initial net value of the whole of APF Malta. The ratio is not recalculated by reference to the VERDT exchange price or subsequent APF Malta valuations. The exact number of whole shares, class, voting and economic rights and rounding must be agreed before funds are released.

5.3 The transfer shall use LTD's shares and shall not affect SICAV's interest. LTD shall maintain agreed percentage q using its own available shares and the necessary legally valid steps under the Pledge Agreement. A fixed interest is not a guarantee of a monetary return. Reserve shares and any redemption bonus do not increase q. On proper conversion of the whole interest q, cash amounts already credited against the base claim shall be returned to LTD through escrow against the share transfer, to avoid double satisfaction of the same claim.

5.4 LTD shall prepare transfer instruments and required consents in advance and deposit them in the agreed escrow. Shares shall be transferred against settlement of the tokens no later than 30 calendar days after S. Following legally effective acquisition, the Investor shall arrange subsequent registration itself or through an authorised Maltese representative. APF Malta and LTD shall supply documents and cooperate. APF Malta shall meet its statutory record-keeping and notification duties. LTD bears reasonable documented costs within Annex 1 limits.

5.5 The Investor shall accede only to the shareholders' agreement supplied in advance and assume the rights and obligations of the relevant share class. Conditions added unilaterally later may not block conversion. Transfer instruments must comply with Maltese law and valid pre-emption rights. The automatic contractual trigger does not itself confirm completion of a legally effective transfer or acquisition of shareholder status.

5.6 The cash alternative is extinguished only upon legally effective completion of conversion and corresponding token settlement. Security remains until then. If elected conversion is not completed within the clause 5.4 period for a reason attributable to LTD or APF Malta, the Investor acquires a substitute cash claim of B less amounts already credited, payable on the next business day. The claim is secured by the pledge. The Investor must evidence timely performance of its own necessary cooperation.

6 Settlement and prohibition of double recovery

6.1 Cash redemption shall be paid in C to the Investor's account [to be completed] through the agreed escrow against delivery of the tokens to LTD or their invalidation using an expressly agreed procedure. The Investor need not deliver tokens without simultaneous assurance of counter-payment. It shall deposit them in the prepared custody no later than 5 business days before S, unless prevented by an LTD or escrow failure.

6.2 The settlement statement shall specify token quantity, cash amount or shares, amounts already credited and the remaining claim. On partial performance, a proportionate number of tokens shall be settled based on the base redemption price paid and agreed rounding. Costs and default interest do not increase that proportion. Remaining tokens stay locked for settlement of the remaining claim. Redemption, conversion, dividends and pledge proceeds must not satisfy the same claim twice.

7 Default and enforcement of the pledge

7.1 If LTD fails to pay redemption or a substitute cash claim when due, it is in default from the following day. The Investor is entitled to statutory default interest under the law governing the monetary obligation and permitted documented costs. Default exceeding 90 calendar days neither postpones original maturity nor defers accrual of those claims.

7.2 At the start of the 91st day of continuous default, a pledge enforcement event and a contractual right to demand transfer of the interest defined in this Agreement and the Pledge Agreement automatically arise. No new decision or further LTD consent is required. Automatic accrual of this right is not unconditional acquisition of share ownership. If a transfer substantively constitutes appropriation of collateral in satisfaction of a debt, mandatory Maltese law and the Pledge Agreement shall apply.

7.3 Under the ordinary regime of Article 122 of the Companies Act, the Investor shall arrange judicial notice to LTD and APF Malta, the statutory determination of value following notice and resolution of any other shareholders' pre-emption rights. Only the necessary number of shares shall be used and their value or net proceeds credited against the debt. The fixed conversion ratio is not a binding advance enforcement valuation. Any unsatisfied debt remains outstanding and a surplus must not constitute an additional Investor return.

7.4 Failure to transfer, supplement security, a false ownership declaration or unauthorised dealings constitutes an additional default event under the Pledge Agreement. A remediable breach shall be remedied within 15 business days after written notice. If not remedied, the Investor may demand early cash settlement payable within 5 business days after receipt of its demand. A security default alone, without a due claim, does not authorise appropriation of arbitrary assets.

7.5 On early settlement for LTD's breach, the base claim is $I \times (1 + r \times t)$, where t is the actual elapsed time from T_0 in years, calculated as days divided by 365, capped at T. Amounts already credited shall be deducted. Permitted ancillary amounts are also payable. Insolvency conditions and any restrictions on individual enforcement shall be assessed under applicable insolvency law.

7.6 If a breach of lock-up attributable to the Investor is found, LTD shall request remedy within 15 business days. Without remedy, future conversion and bonus benefits may be terminated only for demonstrably affected tokens. Settlement must identify actual token quantity, accrued monetary claims, return of performance and any documented loss. LTD acquires no automatic right to retain the entire investment. A custody provider's technical error shall not be attributed to the Investor without fault on its part.

8 Bonus on cash redemption

8.1 Annex 3 applies if "bonus yes" is selected in Annex 1. If no selection is made, no bonus is agreed. The bonus depends on LTD's actual realised freely available income and may be zero. It does not increase the fixed conversion interest or automatically expand the pledge. Insufficient bonus resources do not reduce B.

8.2 A determined and allocated bonus is payable together with cash redemption at S. No bonus is due on conversion and unused allocations return to the reserve. Separate security for a bonus requires a written supplement to the Pledge Agreement and actual provision of the corresponding collateral.

9 Costs notices and termination

9.1 LTD bears distribution, preparation, creation and administration costs of the security, and reasonable transfer and registration costs within Annex 1 limits. Forced-enforcement costs may be claimed to the permitted documented extent. Each party fulfils its own tax obligations. Where withholding is legally required, the payer shall evidence its basis, amount and remittance. The Investor's individual tax liability is not a contractually guaranteed net return.

9.2 Notices of election, payment and breach shall be sent to the agreed contacts with proof of delivery. Statutory judicial notices and official filings shall use the prescribed form. Contact changes shall be notified within 5 business days. LTD shall acknowledge an election within 3 business days. Failure to acknowledge does not negate the effects of a valid election demonstrably delivered.

9.3 Following full cash settlement or legally effective conversion settlement, the parties shall arrange release of the relevant tokens and pledge under the Pledge Agreement. Security shall not be released merely on a promise of payment or signature of a transfer that is not yet effective. On partial satisfaction, the extent of release is governed by a specific statement and law.

9.4 Early redemption at the Investor's request is possible only by written agreement on the amount, date and release of security. LTD may not unilaterally impose early redemption instead of a validly elected conversion. A change of parties requires preservation of security and the necessary consents. Inheritance rights and mandatory legal protection remain unaffected.

10 Governing law and final provisions

10.1 Monetary and other personal obligations under this Agreement are governed by Czech law. Creation, priority, effects and enforcement of the pledge, and transfer of APF Malta shares, are governed by Maltese law. LTD's corporate capacity and authority are assessed under the law of its registered office. Mandatory rules of those legal systems and any consumer protection prevail over conflicting contractual wording.

10.2 Disputes concerning personal obligations shall be submitted to the court with subject-matter and territorial jurisdiction under binding jurisdiction rules. The Maltese Pledge Agreement shall determine jurisdiction for the pledge and Maltese corporate acts. The parties agree no arbitration clause and exclude no statutory rights of protected persons.

10.3 This Agreement becomes binding upon signature by the parties. The agreed term and time-based increase begin at T_0. Amendments must be in writing. Invalidity of an individual provision does not itself extinguish a valid monetary claim. If conversion is legally impossible, the substitute claim under clause 5.6 and corresponding security apply, subject to mandatory rules.

10.4 Annex 1 contains individual terms. Annex 2 is the signed Pledge Agreement, including the APF Malta asset schedule and transfer documents. Annex 3 governs any bonus. The Purchase Agreement, escrow agreement, relevant methodology with date and version, and shareholders' agreement supplied in advance shall be attached. A unilateral methodology update does not change B, q or agreed security.

10.5 Before signing, all individual details shall be completed and the binding language version for cross-border instruments determined. The parties shall receive the full Agreement and all Annexes. By signing, APF Malta expressly accepts its own cooperation obligations under Articles 4 and 5.

At [to be completed] on [to be completed]

For LTD	**Investor**	**For APF Malta**
Karel Mičulka under the General Power of Attorney dated 19 October 2026 Signature:	[name and position] Signature:	[name and position] Signature:

Annex 1 Individual VERDT large terms

Parameter	Agreed details
Relationship identification	Numbers of this Agreement, Purchase Agreement and Pledge Agreement, methodology and version: [to be completed]
Investment	n = [to be completed] VERDT, P_0 = C [to be completed], I = C [to be completed], actual payment [date]
Token and control	Network, contract address, wallet, lock-up and transaction identification, escrow provider: [to be completed]
Term and maturity	T_0 [date], term [months], T [years], r [rate], S and cash redemption date [date], conversion deadline [date]
Cash claim	B = C [to be completed], amounts already credited C [to be completed], Investor account [to be completed]
Election on signing	[redemption / conversion]. No selection means redemption. Bonus [yes / no], cohort and record rules [to be completed]
Conversion interest	Eref [C], valuation and date [to be completed], q [%], class, quantity and rights of main shares, rounding [to be completed]
Pledge and reserve	Total share quantity, main and reserve shares separately, nominal value, identification and rights [to be completed]. Secured claim and maximum [C]
Coverage and priority	Ekonz [C], collateral value [C], coverage [%], ownership and first-ranking evidence, prior rights, MBR and any UK registrations [to be completed]
Corporate documents	Articles, shareholders, SICAV rights, pre-emption rights and consents, shareholders' agreement [to be completed]
Administration	Contacts, escrow, Maltese filing representative, valuer, cost limits and payment, instrument language [to be completed]

Before release of funds, escrow confirmation of compliance with Article 2, signed by the provider and stating the exact T_0 date, shall be attached. Current capital and class rights shall be used for both the percentage and share quantity. A model reference value alone is not evidence of an actual valuation.

Term	r per annum	Increase	B at I (2,000,000 / K) C	q at Eref (100,000,000 / K) C
24 months	6%	12%	(2,240,000 / K) C	2.24%
36 months	7%	21%	(2,420,000 / K) C	2.42%
48 months	8%	32%	(2,640,000 / K) C	2.64%
60 months	9%	45%	(2,900,000 / K) C	2.90%

The table illustrates 400,000 VERDT at P_0 = (5 / K) C and Eref = (100,000,000, / K) C excluding bonuses, costs and default. At Ekonz = (100,000,000, / K) C 125% coverage of B alone corresponds to a total pledge of 2.800%, 3.025%, 3.300% or 3.625%. The reserve is not part of q. The effective annual equivalent of the base increase is approximately 5.83%, 6.56%, 7.19% and 7.71%. Actual contractual amounts and shares shall be completed above.

Annex 3 Conditional bonus on cash redemption

This Annex applies only if “bonus yes” is expressly selected in Annex 1. The bonus is not a fixed annual return. It may be zero and its absence does not reduce the base redemption claim. Conversion creates no entitlement to a bonus.

B1 The base price per token is $b = P_0 \times (1 + r \times T)$. The target bonus per token is $h = 0.50 \times \max(Pref - b, 0)$. Pref is the reference price determined under B2. The target bonus is reduced by the actual funding coefficient k under B4. The payment under this Agreement is $n \times (b + k \times h)$, less amounts already credited.

B2 Pref shall be the volume-weighted VERDT price over 30 consecutive calendar days, with the window ending 61 days before S, based on actual trades on predetermined markets [complete CEX/DEX and pair]. Own-account and related-party trades, manipulated volumes and unverifiable transactions shall be excluded. Annex 1 shall specify minimum eligible volume and spreads, data source, independent verifier and method of conversion into C. Where the market quote currency differs from C, convert using the Czech National Bank cross-rate at window-end or the last previously published rate. No currency conversion is needed for a quote already in C. This market-reference conversion is distinct from the fixed entry rate K.

B3 If credible Pref cannot be determined under the agreed objective rules, h shall be zero. The reasons and evidence shall be disclosed to the Investor. LTD may not unilaterally change markets or limits to reduce the bonus without an objective reason. If the full resources and verification mechanism is not completed before signing, “bonus yes” must not be left selected without specific rules.

B4 R equals 80% of LTD’s actually freely available realised net cash income defined for the cohort [complete period, reference date and set of agreements], after taxes, costs, the reserve for base redemptions and other due obligations. The remaining 20% of freely available income replenishes the reserve. Asset revaluations, exchange market capitalisation, future sales and new token subscriptions are not sources of R. Only realised net margins from LTD’s exchange sales may be included. Income already allocated to another obligation shall not be counted again.

B5 For all eligible contractually locked tokens in the same cohort, $H = \text{sum of } n_i \times h_i$ shall be calculated before the settlement election. If $H > 0$, $k = \min(1, R / H)$. If $H = 0$, the bonus is zero. All participants in the same cohort use the same coefficient. LTD shall determine and evidence R, H, k and the individual allocation no later than 61 days before S and reserve the corresponding cash. The calculation assumes that all eligible investors elect redemption.

B6 Once notified and allocated, the specific bonus amount becomes a contractual claim on cash redemption. LTD may not subsequently reduce it merely by changing the allocation or referring to a later funding shortage. Unused amounts following conversions return to the reserve. Cash record-keeping, segregation and the legal regime of the reserve shall be agreed with the provider. Merely labelling an account as a reserve creates neither a pledge nor insolvency segregation.

B7 The Investor shall receive its calculation and independent verification of the resources and aggregate calculation. LTD shall allow reasonable verification while protecting other investors’ personal data. Bonus security shall be created only by a separate written supplement to the Pledge Agreement and actual supplementation of coverage. Without that supplement, the bonus is not secured by the pledge securing the base claim.

Additional rules: cohort [to be completed], realised-income period [to be completed], markets and pairs [to be completed], volume and price limits [to be completed], verifier [to be completed], reserve and records [to be completed].