

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of August, 2026 (the “Effective Date”) by and between **BEN HILL COUNTY GEORGIA** (“Seller”), and **JANOS KOZMA, INC.**, (“Buyer”). The foregoing Effective Date shall be the date of last and full execution of this Agreement.

WHEREAS, Seller is the owner of certain real property located in Fitzgerald, Ben Hill County, Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 61 of the 3rd Land District of Ben Hill County, Georgia, containing 4.74 acres, and being more particularly described as follows:

Begin at a point of intersection of the eastern right-of-way margin of Perry House Road with the northern right-of-way margin of Ed Ward Road (80-foot wide right-of-way); and with said point of intersection being the POINT OF BEGINNING of the herein-described tract or parcel of land, run thence along the said northern right-of-way margin of Ed Ward Road the following courses and distances: South 89 degrees 04 minutes 29 seconds East 402.21 feet; thence along a curve having a radius of 8174.36 feet an arc distance of 216.22 feet (chord: South 88 degrees 19 minutes 01 seconds East, 216.22 feet); South 87 degrees 33 minutes 33 seconds East 72.91 feet; thence along a curve having a radius of 11579.40 feet an arc distance of 232.53 feet (chord: South 88 degrees 08 minutes 04 seconds East, 232.52 feet); South 88 degrees 42 minutes 35 seconds East 766.61 feet; thence along a curve having a radius of 11419.14 feet an arc distance of 123.83 feet (chord: South 89 degrees 01 minutes 13 seconds East, 123.83 feet); North 89 degrees 52 minutes 36 seconds East 159.36 feet; North 89 degrees 43 minutes 58 seconds East 548.57 feet; South 89 degrees 22 minutes 41 seconds East 40.50 feet; run thence from the northern right-of-way margin of Ed Ward Road to the southern right-of-way margin of said road South 0 degrees 37 minutes 19 seconds West 80.00 feet; run thence along the southern right-of-way margin of Ed Ward Road the following courses and distances: North 89 degrees 22 minutes 41 seconds West 39.88 feet; South 89 degrees 43 minutes 58 seconds West 578.49 feet; North 89 degrees 56 minutes 06 seconds West 159.21 feet; thence along a curve having a radius of 11499.14 feet an arc distance of 95.61 feet (chord: North 88 degrees 56 minutes 52 seconds West, 95.61 feet); North 88 degrees 42 minutes 35 seconds West 766.61 feet; thence along a curve having a radius of 11659.40 feet an arc distance of 234.13 feet (chord: North 88 degrees 08 minutes 04 seconds West, 234.13 feet); North 87 degrees 33 minutes 33 seconds West 72.91 feet; thence along a curve having a radius of 8094.36 feet an arc distance of 214.11 feet (chord: North 88 degrees 19 minutes 01 seconds West, 214.10 feet); North 89 degrees 04 minutes 29 seconds West 354.50 feet; South 45 degrees 20 minutes 53 seconds West 70.00 feet to a point on the eastern right-of-way margin of said Perry House Road; run thence along the eastern right-of-way margin of said road North 1 degree 29 minutes 36 seconds East 130.00 feet to the Point of Beginning of the herein-described tract or parcel of land.

Said description according to that certain plat of survey dated March 10, 2026, prepared by Weeks Surveying, certified by James D. Weeks, Georgia Registered Surveyor No. 2111, for Ben Hill County, being recorded in Plat Book ____, Page

_____, in the Office of the Clerk of the Superior Court of Ben Hill County, Georgia, which plat is by this referenced incorporated herein and made a part hereof for the purpose of a more complete description.

(the "Property");

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller;

WHEREAS, Seller is authorized under O.C.G.A. § 36-9-3(h) to sell the Property to Buyer; and

WHEREAS, Seller and Buyer hereby agree that the sale and purchase of the Property shall be subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO SELL**. Subject to the terms and conditions of this Agreement, for the consideration set forth in Section 2 of this Agreement below, Seller hereby agrees to quitclaim, sell and convey to Buyer the Property, together with all improvements, located thereon, rights, hereditaments and appurtenances thereto.
2. **PURCHASE PRICE**. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for a purchase price equal to the sum of \$240,000 (the "Purchase Price") payable at Closing (as hereinafter defined) by same day bank wire transfer or other method of payment acceptable to Seller at Closing.
3. **CONVEYANCE OF PROPERTY**. Subject to the terms and conditions of this Agreement, upon payment of the Purchase Price at Closing, title to the Property will be transferred and conveyed to the Buyer by Quitclaim Deed.
4. **PROPERTY CONDITION**. Seller is selling the Property to Buyer in "As-Is" condition, with all faults. Buyer acknowledges and accepts that Buyer is purchasing the Property in its current condition and without any representations, guarantees, or warranties from Seller, either expressed or implied, as to suitability or condition.
5. **ASSIGNMENT**. This Agreement, and/or any interest of Seller or Buyer hereunder, may not be assigned in whole or in part without the other party's prior written consent. Notwithstanding any assignment or purported assignment hereunder, Buyer agrees that it shall remain bound to all warranties, representations, indemnifications and obligations agreed to herein and that the assignment shall in no way release either party from its representations and warranties contained in this Agreement.
6. **BROKERS**. Seller and Buyer each represent to the other that it has not dealt with a broker entitled to a commission in connection with the transaction contemplated by this Agreement.

7. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Likewise, Georgia law shall apply to all disputes arising out of or related to this Agreement. Any action arising out of or related to this Agreement shall be filed in the Superior Court of Ben Hill County, Georgia.
8. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification of this Agreement shall be binding upon any party unless in writing and signed by each of the parties. No representations, promises, warranties, statements, or inducements shall be binding upon any party except as herein specifically set forth.
9. **SEVERABILITY.** Should any part, term, or provision of this Agreement, or any document dealing with any entity set forth within this Agreement and required herein to be executed or delivered at the Closing be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired, or otherwise affected thereby.
10. **WAIVER.** Failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance.
11. **COUNTERPARTS.** This Agreement may be executed in one of more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
12. **CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed, sealed, and delivered by the parties this ____ day of August, 2026.

Sworn to and subscribed before me this
____ day of August, 2026.

BEN HILL COUNTY, GEORGIA,
by and through its Board of Commissioners

Notary Public
My Commission Expires: _____

By: _____
Hal Wiley, Chairman

Attest: _____
Pamela Turner, Clerk

[COUNTY SEAL]

Sworn to and subscribed before me this
____ day of August, 2026.

Notary Public
My Commission Expires: _____

JANOS KOZMA, INC.

By: _____
Marton Kozma
Title: _____

Attest: _____

