

REAL ESTATE AGREEMENT

THIS AGREEMENT made this ____ day of August, 2026, by and between COLUMBUS, GEORGIA, a consolidated city-county government, Post Office Box 1340, Columbus, GA 31902, (hereinafter “CCG”), and SUMMERSTONE, LLC, a Georgia limited liability company (hereinafter “SS”) and COLUMBUS FUTBOL CLUB, INC. (hereinafter “CFC”), a Georgia non-profit corporation.

WHEREAS, SS has purchased the Property shown as PARCEL 10 on Exhibit 1 attached hereto (“Parcel 10”) and all improvements located thereon from Waggoner Family Properties, Inc. (hereinafter “Waggoner”) and Waggoner has donated the Parcel 20 shown on the attached Exhibit “1” (“Parcel 20”, and together with Parcel 10, the “Properties”), to CFC; and

WHEREAS, CCG desires to purchase Parcel 10 from SS and to acquire certain easement rights and an option to purchase Parcel 20 from CFC and SS and CFC desire to enter in such transactions;

WHEREAS, both Parcels 10 and 20 are currently leased to Waggoner until December 31, 2026;

WHEREAS, CFC proposes to build and maintain a park on Parcel 20 compatible with the easement given to CCG ;

NOW THEREFORE, in consideration of \$10.00, the provisions hereof and the mutual promises and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Sale and Transfer of Parcel 10. SS will sell and transfer Parcel 10 to CCG at its actual costs for \$2,000,000 together with all expenses incurred including survey, environmental, legal, and other costs, but no more than \$10,000.00

2. Closing Documents. CCG and SS and CFC agree that such papers as may be necessary to carry out the terms of this Agreement shall be executed and delivered by them at the time the transactions are to be consummated and which shall occur simultaneously.

3. Closing Costs. The parties hereto agree to share equally in the payment of all closing costs, of whatsoever kind and nature, in regard to the conveyances contemplated herein, to include, closing attorney fees, recording costs, title insurance, title examination and document preparation; provided, however, each party shall be responsible for the payment of their attorney fees incurred in connection with the preparation of this Agreement and any other matters leading up to the Closings. SS shall be responsible for all attorney fees and expenses incurred in curing any title objections.

4. Closing. The transactions contemplated herein shall be consummated simultaneously within thirty (30) days from the date of this Agreement on a day and time the parties all agree to, but not later than the 30th day from the date of this Agreement (the “Closing Date”). It is expressly understood and agreed between the parties hereto that time is of the essence

of this Agreement. Should any purported legal defect or any other matter be found in the title to or the condition of either of the Properties that CCG objects to, then CCG shall furnish CFC and SS with a written statement thereof on or before the Closing Date, and CFC and SS will be given a reasonable time thereafter within which to correct the same not to exceed thirty (30) days from such written statement being furnished to CSG in accordance, unless by endorsement hereon more time is allowed herewith (the "Cure Period"). Should either CFC or SS refuse or fail to cure any such defect or objection, within said Cure Period, or should CCG desire for any reason or no reason in its sole discretion not to consummate the transactions contemplated herein, CCG shall have the right to terminate this Agreement by giving written notice to SS and CCG, within ten (10) days after the Cure Period and this Agreement shall be of no further consequence, force or affect, whatsoever, with no liability on the part of any party hereto, of whatsoever kind and nature, as if this Agreement had never been entered into. Notwithstanding the foregoing provisions to the contrary any monetary liens or encumbrances of any kind, including, but not limited to, materialman liens, judgment liens or tax liens shall be satisfied by SS or CFC, as the case may be, from the closing proceeds due to them at Closing.

5. AS IS. Closing on the transactions contemplated herein all in accordance herewith and pursuant hereto, shall signify that CCG has acquired the title or easement and option as applicable to the Properties in "AS IS, WHERE IS, WITH ALL FAULTS" condition, with no warranties, of whatsoever kind and nature, and that all preconditions and contingences stipulated herein have been fully met to its satisfaction.

6. (Intentionally omitted).

7. Sale and Transfer of Easements. CFC will sell the Easements and Option (as hereinafter defined) on Parcel 20 as described below in paragraph 11 to CCG in exchange for \$2,000,000 due and payable at the Closing.

8. (Intentionally omitted)

9. (Intentionally omitted)

10. (Intentionally omitted)

11. Easements and Option.

(A) Easements. At the Closing CFC will grant CCG permanent and exclusive easements on, over, across and under Parcel 20, for (i) access to and from Parcel 10 to public right of ways, to include the construction and maintenance of roadways; (ii) construction and maintenance of storm water drainage and detention facilities and any other utilities and related facilities to service the same that CCG chooses to service Parcel 10 and any improvements now or hereafter located thereon; and (iii) for use in the constructing of any improvements on Parcel 10, to include, but not be limited to, the fencing of the Properties, the storage of materials and equipment, construction and maintenance of slopes and removing any surface or subsurface soils and dirt as may be needed for the improvements to Parcel 10 (all such easements are hereinafter collectively referred to as the "Easements"). In addition, CCG shall remove any and all improvements and structures on

Parcel 20, without compensation to CFC. The Easements shall be set forth in a written agreement in form and substance required by CCG and shall be recorded in the Muscogee County, Georgia, real estate records.

(B) Option. At the Closing CFC shall also grant CCG the right and option to purchase Parcel 20 from CFC for the sum of \$1.00 (the "Option"). The Option may not be exercised any sooner than three (3) years following the Closing. CCG shall exercise the Option by giving written notice to CFC and within ten (10) days after the date of such notice, CFC shall execute and deliver a Limited Warranty Deed to CCG. The Option shall be evidenced by a written agreement to be signed by the CFC and CCG at the Closing and shall be in such form and content as required by CCG, and shall be recorded in the Muscogee County, Georgia real estate records.

(C) CCG will prorate property taxes on Parcel 10 at Closing and will cut the grass on Parcel 20 as reasonably requested by CFC from time to time.

12. Entry. Prior to Closing CCG and its agents, employees and contractors shall have the right to enter upon Parcel 10 and Parcel 20 for the purpose of marking boundary lines and topographical surveys, environmental studies, soil tests, and such other tests, analyses, and investigations, all at the sole cost and expense of CCG.

13. Brokers. Each party hereto represents to the other party hereto that they have not engaged any broker or agent in connection with this Agreement.

14. Possession. Possession of the Properties shall be given to CCG as of the Closing subject to the Lease Agreement on Parcel 10 in favor of Waggoner and its rights thereunder, which Lease terminates December 31, 2026. CFC and SS covenant and agree that they shall not take any action from and after the date hereof to further encumber the property with any agreements, easements, options, liens, restrictions or encumbrances of any kind, and SS shall not modify the Lease Agreement with Waggoner to extend or give the option to extend its duration. However, nothing shall prohibit CFC from using Parcel 20 for any lawful use that does not interfere with the easement rights granted CCG.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

16. Entire Agreement Modification. This instrument constitutes the entire agreement between the parties. It is entered into after full investigation, with neither party relying upon any statement or representation made by the other not embodied herein. CCG warrants and represents that it has inspected Parcel 10 to be acquired by it, and is thoroughly acquainted with its condition. This instrument may not be changed or terminated, orally, but only by an agreement duly executed and signed by the parties.

17. Notices. All notices hereunder shall be in writing and delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested, or by email, addressed to the parties at their addresses below and sent by email:

CFC:

Columbus Futbol Club, Inc.
Ken Henson Jr.
1445 2nd Avenue
Columbus, GA 31901
ken@kenhensonjr.com

SS:

Summerstone, LLC
Ken Henson, Jr.
1445 2nd Avenue
Columbus, GA 31901
ken@kenhensonjr.com

CCG:

Columbus, Georgia
Attn.: City Manager
1111 1st Avenue; 4th Floor
Columbus, GA 31901
PHodge@columbusga.org

And to

City Attorney's Office
Attn.: Lucy Sheftall
1111 1st Avenue
3rd Floor, Executive Tower
Columbus, GA 31901
lsheftal@columbusga.org

18. Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that, or any other right, unless otherwise expressly provided herein.

19. Headings. Headings in this Agreement are for convenience and reference only and shall. Not be used to interpret or construe its provisions.

20. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Georgia.

21. Time of Essence. Time is of the essence of this Agreement.

22. Survival. ALL PROVISIONS HEREOF SHALL SURVIVE CLOSING.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **WAIVER OF JURY TRIAL.** IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL ON ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS AGREEMENT, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES, AND FOR THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, THAT THEY SHALL AND HEREBY DO, TO THE FULLEST EXTENT ALLOWED BY LAW, WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURIES AND/OR DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY OTHER JURISDICTION OR VENUE WHETHER BY STATUTE OR OTHERWISE.

(INITIALS)

(INITIALS)

25. Authority. Each person signing this Agreement on behalf of a party hereby represents and warrants that the party for whom they are signing is duly authorized to enter into this Agreement and that such person is duly authorized to execute this Agreement for and on behalf of such party.

(SIGNATURES ON NEXT PAGE)

This Agreement has been duly executed by the parties on the day and year first above written.

CCG:

COLUMBUS, GEORGIA, a consolidated
city-county government

By: _____
Tyson Begly
Its: City Manager

(SEAL OF CITY)

SS:

SUMMERSTONE, LLC, a Georgia limited
liability company

By: _____
Ken Henson, Jr.
Its: Member

CFC:

COLUMBUS FUTBOL CLUB, INC., a
Georgia non-profit corporation

By: _____
John Lee
Its: President

(CORPORATE SEAL)

7

