

FIRST AMENDMENT TO STADIUM SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO STADIUM SUBLEASE AGREEMENT (the “**First Amendment**”) is made this ___ day of January, 2025, by and between COLUMBUS, GEORGIA (the “**City**”) and DBH COLUMBUS, LLC (as “**Team Owner**”).

W I T N E S S E T H:

WHEREAS, the City and Team Owner have entered into that certain Stadium Sublease Agreement dated December 10, 2024 (the “**Lease**”); and

WHEREAS, the City and Team Owner desire to modify and amend the Lease in the manner and for the purposes herein set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Defined Terms.** Capitalized terms not defined herein shall have the same meaning as given for such terms in the Lease.

2. **City Use of Suites.** Section 4.6 of the Lease is hereby deleted in its entirety and replaced with the following:

“**City Use of Seats.** The City will have right to use 20 tickets (being located in Section 205, Row G, Seats 3-8, Section 205, Row H, Seats 5-8, Section 209, Row B, Seats 1-6, and Section 209, Row C, Seats 1-4) at each Team Owner Event (including all Home Games), at no cost to the City for such tickets; *provided* that, other than admission costs, any patrons using such tickets shall be responsible for any costs incurred by them at the Stadium. For purpose of clarity, the City will have use of all seats and, subject to the terms of suite holders agreements, all suites, at City Events.”

3. **Brokers.** The City and Team Owner each represent and warrant that they have not created any liability for any broker’s fee, broker’s or agent’s commission, finder’s fee or other fee or commission in connection with this First Amendment.

4. **No Other Modifications.** Except as modified and amended hereby, all other terms of the Lease shall remain unchanged and shall remain in full force and effect as written and the City and Team Owner hereby ratify and affirm the Lease and all terms, conditions and obligations in the Lease, as amended hereby, through and including the term as extended hereby.

5. **Transfers, Successors and Assigns.** This First Amendment shall inure to the benefit of and burden the City, Team Owner, and their respective transfers, successors and permitted assigns.

6. **Georgia Law.** This First Amendment shall be construed and interpreted under the laws of the State of Georgia.

7. **Entirety.** This First Amendment constitutes the entire and exclusive agreements between the City and the Team Owner with respect to the subject matter contained herein.

8. **Counterparts.** This First Amendment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all of which together shall constitute one instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the City and Team Owner have executed this First Amendment of the day and year first above written.

CITY:

COLUMBUS, GEORGIA, a consolidated city-county government

By: _____

Name: B. H. Henderson, III

Title: Mayor

By: _____

Name: Isaiah Hugley

Title: City Manager

Attest: _____

Name: Sandra Davis

Title: Council Clerk

Approved as to Form

By: _____

Name: Clifton C. Fay

Title: City Attorney

TEAM OWNER:

DBH COLUMBUS, LLC,
a Delaware limited liability company

By: _____

Name: Peter Freund

Title: CEO