

**STATE OF GEORGIA
COUNTY OF MUSCOGEE**

SUBLEASE

THIS SUBLEASE ("Sublease") is made and entered into this 1st day of December, 2025, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Sublessor") and COLUMBUS FUTBOL CLUB, INC., a Georgia nonprofit 501(c)(3) corporation, ("Sublessee"). The Sublessor and Sublessee may be referred to collectively herein as the "Parties," and each individually as a "Party."

RECITALS

- A. WHEREAS**, the Premises (as defined below), commonly known as the former State Farmers' Market property, is currently owned by the Sublessor pursuant to that certain Quitclaim Deed from the State of Georgia dated January 22, 2019; and
- B. WHEREAS**, Sublessor intends to convey title to the Premises back to the State of Georgia immediately prior to the execution hereof and simultaneously to enter into a lease for the Premises with the State acting through the Georgia Department of Natural Resources ("the State Lease"), said State Lease attached hereto as Exhibit "A" and incorporated herein by reference; and
- C. WHEREAS**, simultaneously with the execution of such State Lease, Sublessor will enter into this Sublease with Sublessee pursuant to the terms and conditions set forth in this Sublease; and
- D. WHEREAS**, Sublessee also desires to enter into this Sublease.
- E. WHEREAS**, this Sublease shall be subject to the State Lease.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** For purposes of this Sublease, the following terms shall have the following meanings, unless the context requires otherwise:

(a) "Additional Rent" shall mean all those payments required of Sublessee pursuant to this Sublease other than Basic Rent.

(b) "Basic Rent" shall mean the annual rental specified and provided for in this Sublease.

(c) "Commencement Date" shall mean December 1, 2025.

(d) "Sublessor" shall mean the Sublessor named in this Sublease, together with Sublessor's successors and assigns.

(e) "Laws" shall mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules and

directives and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

(f) "Sublessee" shall mean the Sublessee named in this Sublease, together with Sublessee's successors and permitted assigns.

(g) "Sublease" shall mean this Sublease, together with any and all exhibits, special stipulations and attachments which may be part of this Sublease.

(h) "Lease Year" shall mean the twelve (12) month period beginning on the Commencement Date and ending at midnight of the day before the first anniversary of the Commencement Date, and any similar twelve month periods occurring throughout the term of this Sublease.

(i) ""Premises" shall mean the approximately 14.67 acres located at 318 10th Avenue, Columbus, Muscogee County, Georgia, Tax Map Identification No. 020-016-006, and being more particularly described on Exhibit "B", which exhibit is attached hereto and made a part hereof, and shown on survey from Plat Book 48, Page 118, Muscogee County, Georgia records which is attached hereto as Exhibit "C" and made a part hereof.

2. Sublease of Premises. In consideration of the covenants and agreements to be performed by Sublessee and for the rent and upon the terms and conditions stated, Sublessor sublets and subleases the Premises to Sublessee. Sublessee takes and accepts from Sublessor the Premises "AS IS, WHERE IS, WITH ALL FAULTS", in its present condition, and as suited for the use intended by Sublessee. This Sublease does not grant and shall not be construed as a grant of title or a leasehold estate to the Premises to Sublessee. Sublessor is not granting to the Sublessee all of the Sublessor's estate in the Premises under the State Lease. It is the intention of the Parties that the interest of Sublessee hereunder shall be a usufruct under O.C.G.A. Section 44-7-1(a) as to the real property included in the Premises, and not an estate for years, and such usufruct shall not be subject to levy and sale and not assignable by Sublessee except as expressly set forth herein. This Sublease creates only the relationship of landlord and tenant between Sublessor and Sublessee, respectively, and no estate in land shall pass out of Sublessor and into Sublessee. The Parties hereto further agree such usufruct is evidenced by the fact that various provisions of this Sublease restrict and limit Sublessee's rights in the Premises to such an extent that Sublessee does not have the right to use the Premises in as absolute a manner as it would have if it were the owner of the Premises or a lessee with an estate for years (subject only rules prohibiting waste), to wit:

(i) Limitation on Nature of Sublessee's Use: This Sublease provides that the Premises may only be used by Sublessee for the limited sports field uses under Section 5 and imposes other restrictions on Sublessee's use of the Premises; thus, Sublessee does not have the right to use the Premises in as absolute a manner as it would have if it were the owner or holder of an estate for years.

(ii) Interest Not Freely Assignable. Section 14 of this Sublease contains certain restrictions on the right of Sublessee to assign its rights hereunder. In addition and in further evidence of the usufruct created by this Sublease, Sublessee shall be restricted from selling the

Premises and from permitting a lien or a security interest thereon, except as expressly provided for herein.

(iii) Sublessor's Right to Enforce Compliance with Applicable Laws: In order that Sublessor may control the use of the Premises in order to assure that such use is at all times lawful, the Parties have provided in this Sublease that Sublessee's use and occupancy of the Premises and Sublessee's activities thereat shall be conducted at all times in accordance with all applicable Laws and that Sublessor shall have the right to enforce such covenants.

(iv) Sublessor's Rights of Inspection: In order that Sublessor may monitor compliance by Sublessee with the restrictions and covenants set forth in this Sublease and the State Lease, Sublessor and agents of the Georgia Department of Natural Resources shall be entitled to inspect the Premises subject to the conditions provided herein.

(v) Repair and Maintenance Covenants: Under current law, if this Sublease were to create an estate for years rather than a usufruct as intended by the Parties, Sublessee would have the duty to maintain the Premises, normal wear and tear excepted, and it would not be necessary to so provide in this Sublease. However, in this Sublease the Parties hereto, by operation of express covenant and not by operation of law, have provided for the Sublessee to repair and maintain the Premises in accordance with Section 6.

(vi) Taxes: Under current law, the granting of a usufruct does not impose upon the tenant any obligation to pay taxes on the project that is the subject of such lease; however, for purposes of clarity, it is the intent of the Parties to confirm that Sublessee will not be paying ad valorem taxes on the Premises or improvements thereon.

(vii) Sublessor Lease with State: Sublessee acknowledges it has been provided a copy of the State Lease, and Sublessee covenants and agrees that none of its activities under this Sublease shall violate any provision of such State Lease and that it will undertake the obligations that are recited for Sublessor to undertake in the State Lease.

3. Term.

(a) The term of this Sublease shall commence on December 1, 2025, and shall terminate at midnight on the day before the twentieth (20th) anniversary of the Commencement Date, i.e. November 30, 2045.

(b) Provided Sublessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific, respective written approvals by resolution of Sublessor's Council are given, all in accordance herewith, then Sublessor grants to Sublessee the option to renew the within Sublease, under the same identical terms and provisions herein contained, for one (1) additional ten (10) year period, commencing on the twentieth (20th) anniversary date of the Commencement Date. Such renewal is subject to, and conditioned upon, the continuation of the State Lease for a term expiring not earlier than the expiration of such 10-year renewal term.

(c) The option to renew herein granted to Sublessee may only be exercised Upon the giving of one hundred eighty (180) days prior written notice of the exercise of such renewal by Sublessee to Sublessor. The failure, or inability due to default, of Sublessee to exercise

the option herein granted, all in accordance herewith, shall result in the termination of the within Sublease as of the end of the initial 20-year term.

4. Rent.

(a) Sublessee shall pay to Sublessor, at Sublessor's address for notice hereinafter set forth or at such other place as Sublessor may specify (including, without limitation, directly to the landlord under the State Lease), without any right of set-off or deduction and without any prior notice of demand, the Basic Rent of One Thousand Seven Hundred Forty Dollars (\$1,740.00) per year during the term of this Sublease and any renewals thereof, all as stipulated in Sections 3(a) and (b) hereof.

(b) Basic Rent shall be due and payable, annually, in advance, beginning on the Commencement Date and continuing on the anniversary of each Commencement Date thereafter for the original twenty (20) year term of this Sublease and for the ten (10) year renewal thereof, if exercised, all as stipulated in Sections 3(a) and (b) hereof.

(c) This Sublease shall be triple net to Sublessor, and Sublessee shall pay, as Additional Rent, all other amounts due or payable by Sublessor in connection with the Premises including, without limitation, all amounts payable pursuant to the State Lease.

5. Use; Utilities.

(a) Sublessee shall build a soccer complex comprising of 2 to 5 soccer fields with fencing, parking, small concession facilities, bathrooms and other attendant facilities (collectively the "Improvements"), all pursuant to plans and specifications approved by Sublessor. Sublessee shall occupy the Premises continuously throughout the term of this Sublease and shall not desert, surrender, abandon or cease using the Premises during the term of this Sublease. In no event shall Sublessee use the Premises for any illegal or obscene purposes, in violation of community standards or any Laws, or in any manner which constitutes a public or private nuisance. Sublessee shall not do, bring or keep anything on or about the Premises that would increase the rates charged for, or cause cancellation of, insurance covering the Premises. Sublessor does not make, and has not made, any representation regarding the zoning of the Premises or the permitted use thereof. Sublessee has determined that the use contemplated by Sublessee conforms to and complies with zoning and all other Laws and represents to Sublessor that they do.

(b) Sublessee shall complete the Improvements within 24 months from the signing of this Sublease. If at any point during this 24 month period or prior to construction, Sublessee should find that this site project does not fit organizational needs, mission, vision or otherwise, then Sublessee can terminate this agreement without premium or penalty. If Sublessee has not completed the required Improvements within said 24-month period, Sublessor may terminate this Sublease without premium or penalty.

(c) As a precondition to Sublessor entering into this Sublease, Sublessee shall provide to Sublessor acceptable proof that it has reserves of \$500,000.00, in cash or readily available funds, either on deposit or by virtue of a letter of credit, and as a precondition to Sublessor commencing construction of Improvements Sublessee shall provide to Sublessor acceptable proof that it has reserves of \$2,000,000 in cash or readily available funds, so as to insure that Sublessee has the funds to move forward with the project for which the Premises is being leased. Such

acceptable proof shall include, but not be limited to, an appropriate certificate of deposit from a bank or financial institution that is insured by the FDIC, and/or a letter of credit from a bank or financial institution insured by the FDIC, which proof shall be acceptable by Sublessor, in its sole judgment and absolute discretion, as to term, financial institution, and conditions. Such acceptable proof shall be kept and maintained by Sublessee until the Improvements have been completed.

(d) Sublessee will control the usage of the Improvements; provided that the Sublessee must provide programming, including certain free programming, to low to moderate income youth as follows: free training and play program for under-10 youth; free league play for Hispanic and other non-youth groups; hosting soccer tournaments, girl's flag football tournaments and other non-soccer sports.

(e) Sublessee shall, at its sole cost and expense, cause to be installed and maintained as part of the Improvements all water, sewer, gas, electrical and other utilities infrastructure required in furtherance of Sublessee's use of the Premises. Sublessee shall be solely responsible for and shall promptly pay all charges and expenses for all utilities used or consumed at the Premises.

6. Repairs by Sublessee. Sublessee shall perform any and all maintenance, upkeep and repair of the Premises and all Improvements on the Premises, to include, but not be limited to, the roof, walls, foundation, parking areas, heating and air conditioning systems and equipment, electrical systems and equipment, and plumbing systems and equipment, and shall make all replacements to the Improvements and Premises required for such maintenance, upkeep and repair, so that at all times the Improvements and Premises shall be in a clean, sightly, refuse free, safe, substantial, and first class condition, fully saving, indemnifying and holding Sublessor harmless from any and all costs in regard thereto, of whatsoever kind and nature. At the termination of the term of this Sublease, Sublessee shall leave the Improvements and Premises in the same condition as Sublessee was required to keep such Improvements and Premises during the term of this Sublease and any renewals hereof, excepting only ordinary wear and tear.

7. Legal Requirements. Sublessee shall comply, at its expense, with all Laws affecting the Improvements and Premises and Sublessee's use thereof, and at Sublessee's sole cost and expense, shall fully save, indemnify and hold Sublessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, comply promptly with all laws affecting the Improvements and Premises, if compliance is made necessary, in whole, or in part, by reason of Sublessee's use or occupancy of the Improvements or the Premises or by reason of Sublessee's failure to comply fully with Sublessee's obligations under this Sublease.

8. Hazardous Materials.

(a) Neither Sublessee nor its agents, employees or contractors shall cause or permit hazardous materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in full compliance with all environmental laws. If Sublessee obtains knowledge of the actual or suspected release of a hazardous material on or about the Premises, then Sublessee shall promptly notify Sublessor, and immediately begin investigation and remediation of such release, as required by all environmental laws, at Sublessee's sole cost and expense.

(b) If Sublessee breaches any obligation set forth in Section 8(a) above, or if a release of a hazardous material is caused or permitted by Sublessee or its agents, employees, contractors or invitees, and such release results in contamination of the Premises and/or the surrounding area, then Sublessee shall fully save, indemnify and defend Sublessor (and Sublessor's employees, agents and representatives) against, and protect and hold Sublessor (and Sublessor's employees, agents and representatives) harmless from any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties, or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, and court costs and litigation expenses) that arise during or after the term of this Sublease as a result of such breach or contamination.

9. Liens. Sublessee shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises. If any lien, encumbrance or charge is filed against any part of the Premises, Sublessee shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Sublessee fails to cause any lien, encumbrance or charge to be discharged within the permitted time, Sublessor may cause it to be discharged and may make any payment which Sublessor, in its sole judgment and absolute discretion, considers necessary in order to do so. If Sublessor makes any such payment, all amounts paid by Sublessor shall bear interest at the legal rate of interest per annum from the date of payment by Sublessor and shall be payable by Sublessee to Sublessor upon demand.

10. Damage and Destruction. If the Improvements or Premises are damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, Sublessee shall notify Sublessor immediately and the following provisions shall determine the effect of the damage or destruction on this Sublease.

(a) If the Improvements are completely destroyed, or are destroyed to such extent that they cannot be repaired within one hundred eighty (180) days after the date on which the damage occurs, the term of this Sublease, at Sublessee's or Sublessor's election by notice given to the other not more than thirty (30) days after the date of such damage, shall expire on the date of destruction, with the same effect as if the date of destruction were stated as the time for termination of the Sublease term, and Sublessor and Sublessee shall account for Basic Rent and other amounts payable by Sublessee as of that date. In such case, Sublessee shall, at Sublessee's expense, remove all damaged structures from the Premises and leave the Premises in a neat, clean and safe condition, which obligation shall survive the termination of this Sublease.

(b) If any part, but less than all, of the Improvements or Premises is damaged or destroyed, Sublessee shall, not more than thirty (30) days after such damage or destruction, at Sublessee's sole election, either agree to restore or rebuild the Improvements and Premises or terminate this Sublease by giving Sublessor written termination of notice. If Sublessee agrees to restore or rebuild, Sublessee shall restore or rebuild the damaged or destroyed part to a condition at least as good as the condition which existed immediately prior to the damage or destruction. Sublessee shall complete the restoration or rebuilding within one hundred eighty (180) days after the date of said damage or destruction. If Sublessor terminates this Sublease, the term of this Sublease shall expire on the date ten (10) days after the date of written notice of termination to Sublessee, with the same effect as if such date were stated as a time for termination of the Sublease

term, and Sublessor and Sublessee shall account for Basic Rent and other amounts payable by Sublessee as of that date, with the payments from and after the date of the damage or destruction to be equitably prorated. In the event Sublessee terminates this Sublease, Sublessee shall, at Sublessee's expense, remove all damaged structures from the Premises and leave the Premises in a neat, clean and safe condition, which obligation shall survive the termination of this Sublease.

(c) Notwithstanding anything above to the contrary, the time within which Sublessee shall complete any restoration or rebuilding shall be extended one day for each day restoration or rebuilding is delayed by strikes, lockouts, embargoes, pandemics, acts of God, governmental restrictions or directives, shortages in power or fuel or causes beyond the reasonable control of Sublessee.

11. Condemnation. If the entire Premises are condemned, the term of this Sublease shall terminate on the date when possession of the Premises is taken by the condemning authority and rent shall be equitably prorated accordingly. If any part of the Premises is condemned so that Sublessee cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Sublessee may terminate this Sublease on the date when possession is taken by the condemning authority, by giving Sublessor notice of intent to terminate within sixty (60) days after Sublessor gives Sublessee notice of the condemnation. Any termination under this Section 11 have the same effect as termination of the term of this Sublease, as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Sublease term, and Sublessor and Sublessee shall account for Basic Rent, Additional Rent and other amounts payable by Sublessee as of that date. No termination of this Sublease shall affect Sublessor's right to compensation for any condemnation. Sublessor shall be entitled to the full award or proceeds payable with respect to the Premises by reason of any condemnation, and neither Sublessor nor Sublessee shall have any claim to any award or proceeds payable to the other. For purposes of this Section 11, words and phrases referring to condemning or condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power of eminent domain and shall include any such condemnation for permanent or for temporary use of or interference with any part or all of the Premises.

12. Indemnity.

(a) During the term of this Sublease, Sublessee shall pay, and shall fully protect, indemnify and save harmless Sublessor from and against, all liabilities, damages, costs, expenses (including all attorney's fees and expenses of Sublessor), causes of action, suits, claims, demands, and judgments of any nature whatever arising from: (a) injury to or the death of persons or damage to property (i) on the Premises (ii) in any manner arising out of or connected with Sublessee's use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Improvements or the Premises; (b) violation of any agreement, representation, warranty, provision, term or condition of this Sublease by Sublessee; and (c) violation of any law affecting the Improvements or the Premises or the occupancy or use thereof.

(b) Sublessee agrees to indemnify and hold harmless the Lessor, the Georgia Department of Natural Resources, the State of Georgia and its departments, agencies and

instrumentalities and all of their respective officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, arising out of or resulting from the performance of its obligations under the Sublease due to liability to a third party or parties, or due to any act or omission on the part of the Sublessee, its agents, employees or others working at the direction of Sublessee or on its behalf, or due to any breach by the Sublessee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Sublessee. This indemnification obligation survives the termination of the Sublease and the dissolution or, to the extent allowed by law, the bankruptcy of the Sublessee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services (hereinafter "DOAS") the Sublessee agrees to immediately reimburse the Funds for such monies paid out by the Funds.

13. Insurance.

(a) Sublessee shall procure, and maintain in full force and effect at its expense at all times during the term of this Sublease, with insurers approved by Sublessor: (1) all insurance, of the types and in the amounts, required to be carried by Sublessor pursuant to the State Lease, and otherwise meeting the requirements of the State Lease, and (2) such other insurance on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Sublessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this Section 13 shall: (1) name Sublessor, the State of Georgia and the Georgia Department of Natural Resources (the "Department") as additional insureds, (2) provide that the policy cannot be cancelled as to Sublessor except after the insurer gives Sublessor thirty (30) days written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Sublessor and the Department thirty (30) days written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective except after the insurer gives Sublessor, the State of Georgia and the Department thirty (30) days written notice of the change; (5) shall state that notice of any claim against Sublessor or the Department shall be deemed to have occurred only when Sublessor and the Department have received actual notice, and have actual knowledge of the claim, and (6) not be subject to invalidation by reason of any act or omission of Sublessee.

(c) Sublessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Sublessor under the coverage required under this Section 13. Immediately upon the issuance of the policy or policies required under this Section 13, Sublessee shall deliver a duplicate original policy to Sublessor, together with evidence satisfactory to Sublessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than thirty (30) days prior to the expiration of a policy required

under this Section 13, Sublessee shall pay the premium for renewal for a period of not less than one year and deliver to Sublessor a renewal policy or endorsement evidencing the renewal, together with evidence satisfactory to Sublessor that the renewal premium has been paid.

(d) Sublessee shall have included in all policies of fire, extended coverage, general liability, business income and loss of rents insurance covering or with respect to the Premises or the Improvements thereon or thereto, a waiver by the insurer of all right of subrogation against the Sublessor in connection with any loss or damage thereby insured against. Any additional premium for such waiver will be paid by the Sublessee. To the full extent permitted by law, Sublessee waives all right of recovery against Sublessor for, and agrees to release Sublessor from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained by Sublessee under this Sublease.

(e) All insurance required by this section shall be noted on a certificate of insurance with both Columbus, Georgia Consolidated Government, the State of Georgia and the Department named as an additional insured.

14. Assignment by Sublessee. Sublessee may not sublet the Premises or assign this Lease or any interest therein without the prior written consent of Sublessor and the lessor under the State Lease, which consent shall not be unreasonably withheld.

15. Removal of Personalty. Unless otherwise agreed to by Sublessor and Sublessee, at or prior to the termination of the term of this Sublease, Sublessee may, if no event of default then exists, remove all personal property which Sublessee has installed or otherwise located on the Premises and which is not attached to the Premises, provided that Sublessee promptly restores the Premises to the condition immediately preceding the time the property was installed or otherwise located on the Premises. In the event that Sublessee does not remove said property, it shall be considered abandoned and therefore shall become the property of Sublessor, and Sublessee shall pay all costs incurred by Sublessor in the removal of the same.

16. Risk of Loss of Property and Risk of Injury. Sublessor shall not at any time be liable for any loss of or damage to any property of Sublessee or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Sublessor shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets or ways.

17. Surrender. Upon termination of this Sublease, Sublessee shall surrender to Sublessor the Premises and the Improvements, broom swept clean and in a condition at least as good as the condition the Premises were in on the Commencement Date and the Improvements were in on the date of completion of the same, excepting only ordinary wear and tear. In addition, if Sublessor is required to remove the Improvements pursuant to the terms of the State Lease, Sublessor shall provide Sublessee with written notice of such requirement not less than fifteen (15) days prior to the date of expiration or earlier termination of the Sublease. If Sublessor notifies Sublessee that the Improvements should be removed, Lesse shall remove the Improvements as expeditiously as possible, but not prior to the expiration or termination of the Sublease. In order to facilitate prompt removal, Sublessor herein grants to Sublessee a license which shall become effective upon the expiration or terminate date of this Sublease for the sole purpose of removing the Improvements.

Sublessee shall have one hundred twenty (120) days within which to remove the Improvements. No rent shall be due or payable during such period.

18. Tenancy at Sufferance. If Sublessee remains in possession of the Premises after termination of the term of this Sublease, without any distinct written agreement by Sublessor permitting such possession, Sublessee shall be and become a tenant at sufferance, at the monthly rental rate of \$1,000.00 per month, and Sublessee shall indemnify Sublessor against any loss, cost, expense or damage suffered or incurred by Sublessor as a result of such holdover. There shall be no renewal or extension of this Sublease by operation of Law.

19. Right of Entry. Sublessee shall permit Sublessor and Sublessor's representatives, agents and employees, and representatives, agents and employees of the State of Georgia Department of Natural Resource to enter the Premises and the Improvements at all times during Sublessor's or Sublessee's business hours, and at other reasonable times, for the purposes of inspecting the Premises and Improvements, showing the Premises to prospective tenants, making any repairs or replacements or performing any maintenance required (or permitted to be made or performed by) Sublessor and performing any work on the Premises that Sublessor may consider necessary to prevent or cure deterioration, waste or unsafe conditions. Sublessor shall also have the right to place on the Premises signs suitable to Sublessor advertising the Premises or any part of the Premises for lease. Nothing in this Section 19 shall imply or impose any duty or obligation upon Sublessor to enter the Premises at any time for any purpose, or to inspect the Premises at any time, or to do, or pay for, any work which Sublessee is required to perform under any provision of this Sublease, and Sublessor has no such duty or obligation.

20. Sublessor's Right to Act for Sublessee. If Sublessee fails to make any payment or take any other action when and as required under this Sublease, Sublessor may, without demand upon Sublessee and without waiving or releasing Sublessee from any obligation contained in this Sublease, make any such other payment or take any such other action required of Sublessee. All amounts paid by Sublessor pursuant to this Section 20, and all costs and expenses incurred by Sublessor in exercising its rights under this Section 20, Section 21 below, or elsewhere in this Sublease, shall bear interest at the legal rate of interest per annum from the date of payment by Sublessor and shall be payable by Sublessee to Sublessor upon demand.

21. Default.

(a) The following events shall constitute events of default by Sublessee under this Sublease: (i) Sublessee shall fail to pay when due any Basic Rent, or other payment to be made by Sublessee; (ii) Sublessee shall fail to comply with any agreement, representation, warranty, term or condition of this Sublease (other than the payment of Basic Rent, or any other payment to be made by Sublessee), and shall not cure such failure within fifteen (15) days after Sublessor gives Sublessee notice of the failure; (iii) Sublessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of credits, or (iv) Sublessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar Law or any statute of the United States or any state, or there shall be filed against or on behalf of Sublessee a petition in bankruptcy or insolvency or a similar proceeding, or Sublessee shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Sublessee.

(b) Upon the occurrence of any event of default, Sublessor may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which Sublessor may have: (i) Sublessor may terminate this Sublease by giving Sublessee notice of termination, in which event Sublessee shall immediately surrender the Premises to Sublessor and this Sublease shall be terminated at the time designated by Sublessor in its notice of termination to Sublessee, and, in such event, Sublessor may enter upon and take possession of the Premises and expel or remove Sublessee and any other person who may be occupying the Premises, by force if necessary, without being liable for prosecution or any claim of damages, Sublessee hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Sublessor seeks a dispossessory warrant against Sublessee under the applicable laws of Georgia; (ii) with or without terminating this Sublease, Sublessor may take possession of the Premises and Sublessor may re-lease the Premises, on such terms as Sublessor may deem satisfactory, and receive the rent for any such re-leasing, in which event Sublessee shall pay to Sublessor on demand any deficiency that may arise by reason of such re-leasing; or (iii) Sublessor may do whatever Sublessee is obligated to do under the terms of this Sublease, in which event Sublessee shall pay Sublessor on demand for any expenses, including without limitation attorney's fees, which Sublessor may incur in thus effecting compliance with Sublessee's obligations under this Sublease.

(c) Sublessor's pursuit of any one or more of the remedies stated in subsection (b) above shall not preclude pursuit of any other remedy or remedies provided in this Sublease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination. Sublessor's pursuit of any one or more of the remedies provided in this Sublease shall not constitute: (i) an election of remedies excluding the election of any other remedy or other remedies; or (ii) a forfeiture or waiver of any Basic Rent or other amounts payable under this Sublease by Sublessee or of any damages or other sums accruing to Sublessor by reason of Sublessee's violation of any of the agreements, representations, warranties, provisions, terms and conditions of this Sublease. No action taken by or on behalf of Sublessor shall be construed to be an acceptance of a surrender of this Sublease. Sublessor's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by Sublessor of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Sublessor to pursue or exercise any of Sublessor's powers, rights or remedies or to insist upon strict compliance by Sublessee with any obligation of Sublessee, and no custom or practice at variance with the terms of this Sublease, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms of this Sublease. Notwithstanding anything in this Sublease to the contrary, no termination of this Sublease prior to the normal termination by lapse of time or otherwise shall affect Sublessor's right to collect Basic Rent and Additional Rent for the period prior to termination.

22. Landlord's Lien. Sublessee hereby grants to Sublessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures and personal property of Sublessee located in the Premises during the term of this Sublease as security for the full and prompt payment of all sums due to Sublessor by Sublessee hereunder. The lien and security interest hereby created shall be in addition to any landlord's lien created by law. In order to confirm the security interest granted hereby, Sublessee agrees to execute such security agreements, financing statements and

other documents and instructions as may be necessary in order for Sublessor to perfect its security interest granted hereunder. Upon Sublessee's default of any obligation hereunder, then, in addition to the remedies granted to Sublessor in Section 21 above, Sublessee agrees that Sublessor may exercise any and all such rights as Sublessor may have at the time of such default as a secured party under the Uniform Commercial Code of the State of Georgia. Upon written request by Sublessee, Sublessor will subordinate its lien granted in this Section 22 to any purchase money security interest of any vendor or supplier of Sublessee.

23. Late Charge. Notwithstanding anything to the contrary contained herein, should Sublessee fail to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Sublessee shall pay to Sublessor as additional rent, a late charge of Fifty Dollars (\$50.00), plus interest on the unpaid amount at the rate of twelve percent (12%) per annum from the date due to the date paid.

24. Time of Essence. Time is of the essence of this Sublease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Sublease.

25. Notices.

(a) Any notice, demand, request, consent, approval, or communication under this Sublease shall be in writing and shall be deemed duly given to, or made upon, a party and shall be deemed properly served: (i) as of the date delivered personally; (ii) three (3) days after sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested; (iii) as of the date delivered by a nationally recognized overnight courier service, or (iv) as of the day sent by confirmable electronic (email) transmission (with a copy sent by first-class mail) to the other party at the addresses set forth below, or at such other address as such party may designate by notice to the other parties hereto:

If to Sublessor
by Mail: P.O. Box 1340
Columbus, Georgia 31902
Attn: Mayor

With a copy to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Attorney

and to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Manager

and to:

State Properties Commission
270 Washington St., Suite 2129
Atlanta, GA 30334
Attn: Deputy Executive Director

If to Sublessor by hand delivery or courier:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: Mayor

With copies to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Attorney

and to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Manager

and to:

State Properties Commission
270 Washington St., Suite 2129
Atlanta, GA 30334
Attn: Deputy Executive Director

If to Sublessee:

Columbus Futbol Club, Inc.
4838 Champions Way
Columbus, Georgia 31909
Attn: Eric Steinhouse

With copies to:

Ken Henson
PO Box 2666
Columbus, Georgia 31902

(b) Any party may change the address to which notices or other communications to such party shall be delivered, mailed or transmitted by giving notice thereof to the other parties in the manner provided herein.

(c) Sublessee designates and appoints, as its agent to receive notice of all dispossessory or distraint proceedings and all notices required under this Sublease, the person in charge of the Premises at the time the notice is given, and, if no person is in charge of the Premises at that time, such service or notice may be made by attaching the same, in lieu of mailing, on any entrance to the Premises.

26. Entire Agreement, Amendment and Waiver. This Sublease constitutes the entire agreement between the Parties pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the Parties with regard to the issues. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, concerning the issues. This Sublease shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations. No supplement, modification or amendment of this Sublease shall be binding unless in writing executed by all the Parties. No waiver of any of the provisions of this Sublease shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

27. Severability. If any clause or provision of this Sublease is illegal, invalid or unenforceable under applicable present or future Laws effective during the term of this Sublease, the remainder of this Sublease shall not be affected. In lieu of each clause or provision of this Sublease which is illegal, invalid or unenforceable, there shall be added as a part of this Sublease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

28. Headings. The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various sections and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease.

29. Counterparts. This Sublease may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document, and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

30. **WAIVER OF JURY TRIAL.** IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS SUBLEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES AND FOR

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WHOMSOEVER, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS SUBLEASE. ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, THE VENUE AND JURISDICTION OF WHICH COURT THE PARTIES HERETO ACKNOWLEDGE.

(Initial)

(Initial)

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Sublease, all effective as of the day and year first written above.

SUBLESSOR:

COLUMBUS, GEORGIA, a
consolidated city-county government

By: _____
Name: B. H. "Skip" Henderson, III
Title: Mayor

Attest: _____
Name: Lindsey G. McLemore
Title: Clerk of Council

Approved as to Form

By: _____
Name: Clifton C. Fay
Title: City Attorney

SUBLESSEE:

COLUMBUS FUTBOL
CLUB, INC., a Georgia
nonprofit corporation

By: _____

(CORPORATE SEAL)

EXHIBIT “A”
State Lease

[To be attached]

EXHIBIT "B"

Premises

All that tract or parcel of land situate lying and being in Land Lots 23 & 32 in the City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGIN at a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and run thence along the easterly right of way of 10th Avenue North 00°47'47" East a distance of 399.89 feet to a PK nail in concrete; thence leaving said right of way run South 89°15'53" East a distance of 1,592.49 feet to a V2 rebar found on the westerly right of way of Jackson Avenue (an 80' R/W); thence run along the westerly right of way of Jackson Avenue South 00°01'34" West a distance of 401.09 feet to the intersection of the westerly right of way of Jackson Avenue and the northerly right of way of 4th Street; thence run along the northerly right of way of 4th Street North 89°13'22" West a distance of 1,597.88 feet to a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and the POINT OF BEGINNING.

Said property being shown on that certain Boundary Survey prepared for The State of Georgia by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025.

TRINITY LAND SURVEYING
BOUNDARY SURVEYING & PLANNING TECHNOLOGIES

BOUNDARY SURVEY FOR
THE STATE OF GEORGIA
LOCATED IN LAND LOTS
COLUMBIA RESERVE
CITY OF COLUMBUS
MUSCOGEE COUNTY, GEORGIA
JULY 16, 2025



THIS SURVEY WAS PREPARED FOR THE CLIENT BY SURVEYOR GREGORY S. HORNSBY

SECTION 1: INTRODUCTION

This survey was conducted for the purpose of establishing the boundaries of the land lots located in the Columbia Reserve, City of Columbus, Muscogee County, Georgia. The survey was conducted on July 16, 2025, and the results are shown on this map.

The land lots are located in the Columbia Reserve, which is a residential development located in the City of Columbus, Muscogee County, Georgia. The land lots are located in the area bounded by Jackson Avenue to the north, 4th Street to the east, and 10th Avenue to the south.

The land lots are located in the area bounded by Jackson Avenue to the north, 4th Street to the east, and 10th Avenue to the south. The land lots are located in the area bounded by Jackson Avenue to the north, 4th Street to the east, and 10th Avenue to the south.

SECTION 2: DESCRIPTION OF LAND LOTS

The land lots are located in the Columbia Reserve, which is a residential development located in the City of Columbus, Muscogee County, Georgia. The land lots are located in the area bounded by Jackson Avenue to the north, 4th Street to the east, and 10th Avenue to the south.

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SECTION 3: CONCLUSION

The survey was conducted for the purpose of establishing the boundaries of the land lots located in the Columbia Reserve, City of Columbus, Muscogee County, Georgia. The survey was conducted on July 16, 2025, and the results are shown on this map.

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SECTION 4: NOTES

The survey was conducted for the purpose of establishing the boundaries of the land lots located in the Columbia Reserve, City of Columbus, Muscogee County, Georgia. The survey was conducted on July 16, 2025, and the results are shown on this map.

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SECTION 5: LEGEND

The survey was conducted for the purpose of establishing the boundaries of the land lots located in the Columbia Reserve, City of Columbus, Muscogee County, Georgia. The survey was conducted on July 16, 2025, and the results are shown on this map.

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SECTION 6: APPENDIX

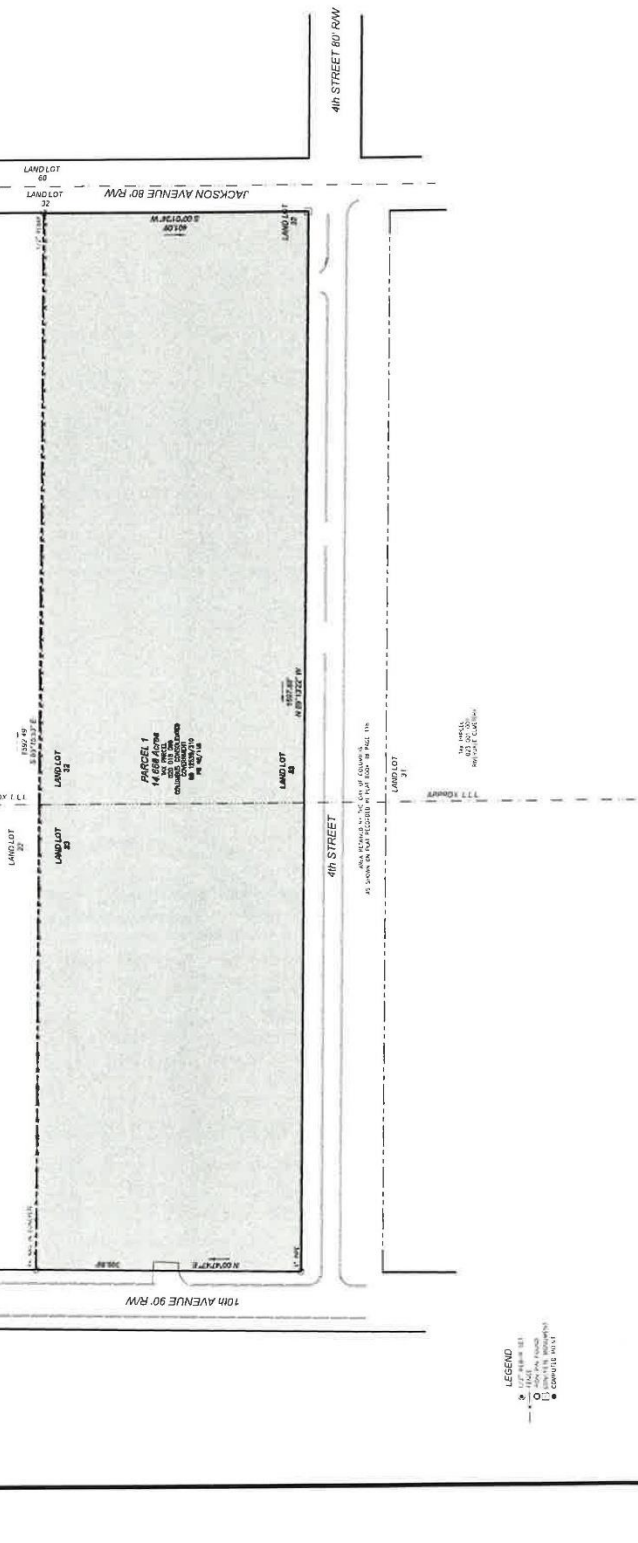
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SECTION 7: INDEX

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Plat

PLAT BOOK

87

MUSCOGEE
COUNTY

