

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE is made and executed in duplicate by and between the KIWANIS CLUB OF BONIFAY, FLORIDA, a Florida not for profit corporation, whose address is P.O. BOX 264, BONIFAY, FL 32425 (hereinafter referred to as Landlord) and the HOLMES COUNTY SCHOOL BOARD, whose address is 307 W. North Ave., Bonifay, FL 32425 (hereinafter referred to as Tenant).

WHEREAS, the City of Bonifay, Florida and Tenant previously entered into that certain Lease (the "Lease") dated on or about May 1, 2006, a copy of which was recorded in Official Records Book 463, Page 724, Public Records of Holmes County, Florida, concerning the property described in said Lease; and

WHEREAS, the City of Bonifay, Florida conveyed title to the property that is the subject of the Lease to LANDLORD and LANDLORD accepted ownership of the property subject to the Lease; and

WHEREAS, the City of Bonifay, Florida assigned the Lease to the LANDLORD; and

WHEREAS, the LANDLORD and TENANT desire to amend and restate the Lease and to amend and modify certain provisions of the Lease as set forth herein.

IN CONSIDERATION of the mutual benefits to all parties, it is agreed as follows:

1. Description of the Premises. Landlord leases to Tenant, and Tenant leases from Landlord, as herein provided, the following described property, together with all and singular the tenements, hereditaments and appurtenances thereunto:

SEE ATTACHED EXHIBIT "A"

Referred to herein as the "Subject Lands".

2. Term. The term of this lease shall be from August 1, 2025 to July 31, 2045.

3. Rent. No rent shall be paid by the Tenant provided it meets all conditions herein.

4. Use of the Subject Lands, Generally. The Subject Lands are to be used by the Tenant for the development of health and physical educational programs and for use as a general athletic building. Landlord reserves the right to use the Subject Lands for events throughout the Term. Landlord will provide Tenant with the dates of each event no less than 30 days prior to such event. Landlord's use of the Subject Lands shall not constitute a violation of Tenant's right to quiet enjoyment of the Subject Lands. Nothing in this Lease shall be construed as to prevent Tenant from conducting other, non athletic activities at Memorial Field, such as high school commencement exercises, provided prior approval has been granted by Landlord.

5. Insurance Risk. Tenant shall not use the Subject Lands in any manner, even in its use for the purpose for which the Subject Lands are leased, that will increase risks covered by insurance on the Subject Lands. Tenant further agrees not to keep on the Subject Lands, or permit to be kept, used, or sold thereon anything prohibited by the fire insurance policy covering the Subject Lands.

Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in full force the fire and liability insurance covering the Subject Lands

6. Waste, Nuisance, or Unlawful Use. Tenant shall not commit, or allow to be committed, any waste on the Subject Lands, or use or allow the Subject Lands to be used for any unlawful purpose.

7. Payment of Utilities. Tenant shall be responsible for the payment of all utilities furnished at the Subject Lands, including electricity, gas, water and telephone services, provided such services were used during activities sanctioned and approved by the Tenant.

8. Repairs and Maintenance. Tenant, at its own expense, shall maintain, repair and keep the Subject Lands, including, without limitation, bleachers, press box structures, windows, doors, lights, skylights, adjacent sidewalks, interior walls, exterior walls, restrooms, parking areas, all irrigation and plumbing fixtures, and turf field in good repair.

9. Inspection. Landlord reserves the right to enter upon the Subject Lands at reasonable times to inspect the premises, to perform required maintenance and repair, and/or to make additions or alterations to any part of the Subject Lands, and the Tenant hereby agrees to permit Landlord such right of entry.

10. Liability Insurance. Tenant shall procure and maintain in force during the term of this lease and any extension thereof, at Tenant's expense, public liability insurance with companies and through brokers approved by Tenant, adequate to protect against liability for damage claims through public use or arising out of accidents occurring in, on, or around the Subject Lands. Tenant shall name Landlord as an additional insured on any such policy, unless prohibited by Florida law. Notwithstanding the foregoing, the Tenant intends to avail itself of the benefits of Section 768.28 (as may be subsequently amended from time to time) and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Lease is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11. Assignment and Sublease. Tenant shall not to assign or sublease the Subject Lands, or any part thereof, or any right or privilege connected therewith, or to allow any other person or entity, except Tenant's agents and employees, to occupy the Subject Lands or any part thereof, without first obtaining Landlord's consent. Any approved sublease agreement shall include the Bonifay Kiwanis Club as additional insured.

12. Breach. In the event of a breach of this Lease, both Landlord and Tenant shall have the right to claim or assert the full remedies available as provided by Florida law. If Tenant causes such breach, Landlord shall have the additional right to re-enter and assume full control over the Subject Lands after ten (10) days written notice to the Tenant.

13. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this Lease or the relationship between Landlord and Tenant.

14. Waiver. No waiver of any condition or covenant of this Lease by a party shall be deemed to imply or constitute a further waiver by the other party of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, unless prohibited by law.

15. Notices. The parties agree that any notices or communications regarding this Lease shall be delivered in writing by certified mail, registered mail, or email with receipt confirmed to the parties at the addresses set forth hereinabove or as subsequently designated by the parties.

16. Written Agreement. The Lease contains the entire agreement between the parties hereto, and it may be modified only by an agreement in writing executed by Landlord and Tenant with the same formalities as this Lease. No surrender of the Subject Lands or of the remainder of the Term of this Lease shall be valid unless delivered to Landlord in writing.

17. Time. It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.

18. Heirs and Assigns. This Lease and all provisions, covenants, and conditions hereof shall be binding upon and inure to the benefit of the legal successors and assigns of the Landlord and Tenant.

19. Paragraph Titles or Captions. The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.

20. Florida Law and Applicable Venue. This Lease shall be governed by the laws of the State of Florida, both as to interpretations and performance. Any action with respect to this Lease shall be brought exclusively in the courts of the State of Florida sitting in Holmes County, Florida, and by execution and delivery of this Lease, the Parties consent to the exclusive jurisdiction of those courts. The Parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have to the bringing of any action in such jurisdiction in respect of this Lease.

21. Authority. Each of Landlord and Tenant hereby warrants to the other that it has the full and lawful power and authority to execute this Lease Agreement and to comply in all respects with the terms and conditions thereof.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TENANT:

Signed, sealed and delivered
in the presence of:

HOLMES COUNTY SCHOOL BOARD,
a Political Subdivision of the State of Florida

Witness Signature

By: Wilburn Baker
Its: Chairman of the Board

Print Name of Witness

Address of Witness: _____

Witness Signature

By: Buddy L. Brown
Its: Superintendent as Secretary

Print Name of Witness

Address of Witness: _____

STATE OF FLORIDA
COUNTY OF HOLMES:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Wilburn Baker and Buddy L. Brown, as the duly authorized and acting Chairman of the Board and Superintendent, as Secretary of the Holmes County School Board, a political subdivision of the State of Florida, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC
State of Florida
Print Name of Notary: _____
My Commission Expires:
Commission Number:

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

Signed, sealed and delivered
in the presence of:

KIWANIS CLUB OF BONIFAY, FLORIDA,
a Florida not for profit corporation

Witness Signature

By: Timothy Shan Hatfield
Its: President

Print Name of Witness

Address of Witness: _____

Witness Signature

By: Bettie Slay
Its: Secretary

Print Name of Witness

Address of Witness: _____

STATE OF FLORIDA
COUNTY OF HOLMES:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Timothy Shan Hatfield and Bettie Slay, as the duly authorized and acting President and Secretary of Kiwanis Club of Bonifay, Florida, a Florida not for profit corporation, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC

State of Florida

Print Name of Notary: _____

My Commission Expires:

Commission Number:

EXHIBIT "A"

That portion of real property lying South of Veterans Blvd, East of South Depot Street, North of Cassie Avenue (abandoned) and West of Creel Street (abandoned), located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the North 33 feet of Cassie Avenue (abandoned) lying between S. Waukesha Street and South Depot Street, located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the West ½ of Creel Street (abandoned) lying immediately East of Lots 12-17, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida;

ALSO the West 25 feet of Creel Street (abandoned) lying immediately East of Lot 18, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida; and

ALSO the West 12.5 feet of Creel Street (abandoned) lying immediately East of Lots 19 and 20, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida.