

**LICENSE AGREEMENT AMENDMENT**  
**(Strom Park Tenants)**

THIS LICENSE AGREEMENT AMENDMENT (this “**Amendment**”) is by and among ADDISON VILLAGE, CLUB, LLC, a Florida limited liability company (“**Club Owner**”), \_\_\_\_\_ (“**Strom Park Owner**”), and \_\_\_\_\_ (“**Tenant**”). The effective date of this Amendment is \_\_\_\_\_, 2020 (the “**Effective Date**”).

**RECITALS**

WHEREAS, Club Owner is the owner of a private recreational, leisure and amenities club known as Addison Village Club that is located in Addison Village of the master planned community of Viera in Brevard County, Florida at 8150 Stadium Parkway, Melbourne, FL 32940 (the “**Club**”).

WHEREAS, the Club is subject to the terms and conditions of that Declaration of Covenants, Conditions, Reservations and Restrictions for Addison Village Club recorded on January 13, 2017 in Official Records Book 7797, Page 2722, of the Public Records of Brevard County, Florida, as amended from time to time, with the most recent amendment as of the Effective Date being that certain Sixth Amendment and Annexation Agreement #6 to Declaration of Covenants, Conditions, Reservations and Restrictions for Addison Village Club recorded on October 23, 2017 in Official Records Book 8010, Page 979 of the Public Records of Brevard County, Florida (collectively, the “**Club Declaration**”).

WHEREAS, the Club Declaration obligates certain homeowners in Addison Village to be mandatory members of the Club, but the Club Owner has the right under the Club Declaration to make the Club’s facilities available for use by individuals or business entities who are not Members as “Licensees” under the Club Declaration.

WHEREAS, Strom Park Owner is the owner of the home located at \_\_\_\_\_, Viera, FL 32940 in the neighborhood known as Strom Park (the “**Home**”), and homeowners of Strom Park are not required to be members of the Club under the Club Declaration; however, Club Owner has elected to give homeowners in Strom Park and their tenants the option to become a “Licensee” under the Club Declaration.

WHEREAS, Strom Park Owner and Tenant have entered into a lease for Tenant to rent the Home from Strom Park Owner for the term of \_\_\_\_\_ to \_\_\_\_\_ (said lease being the “**Lease**” and the term of the Lease being the “**Lease Term**”).

WHEREAS, Strom Park Owner and Tenant desire to become a “Licensee” under the Club Declaration on the terms and conditions set forth in this Amendment.

WHEREAS, Strom Park Owner and Club Owner have entered into a License Agreement

dated \_\_\_\_\_ whereby Club Owner granted Strom Park Owner non-exclusive license rights to use the Club as a “Licensee” under the Club Declaration (the “**Agreement**”).

WHEREAS, the Agreement contemplates the tenants of Strom Park Owner having non-exclusive license rights to use the Club during their tenancy of the Home, as more particularly set forth in the Agreement.

WHEREAS, Club Owner, Strom Park Owner and Tenant desire to execute this Amendment to evidence Tenant’s use rights in the Club during the Lease Term.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties hereby agree as follows:

1. RECITALS: The above recitals are true and correct and incorporated herein by this reference:

2. TERM: The term of this Amendment shall be the period from the Effective Date through the expiration date of the Lease Term unless the Agreement or the Lease is terminated beforehand (the “**Term**”). The parties acknowledge that the Term under this Amendment is different from the term set forth in the Agreement because the Term of this Amendment expires upon the expiration of the Lease Term. The Term is conditioned upon the Agreement and the Lease remaining in full force and effect, and this Amendment is subject to the terms and conditions of the Agreement and Strom Park Owner’s compliance with the terms and conditions of the Agreement. Any party may terminate this Amendment during the Term upon thirty (30) days’ advance written notice to the other parties. Further, any party can terminate this Amendment during the Term upon a breach of this Amendment or the Agreement by another party. Moreover, in the event Strom Park Owner sells the Home during the Term, as evidenced by a Closing, the Agreement and this Amendment shall automatically terminate as of the date of the closing of Strom Park Owner’s sale of the Home; however, Club Owner reserves the right to enter into a license agreement for the Club similar to the Agreement with the buyer of the Home (and in such case an amendment similar to this Amendment with Tenant if the Lease remains in effect after such closing) in Club Owner’s sole and absolute discretion.

3. GRANT OF LICENSE TO TENANT: Strom Park Owner hereby designates Tenant as its tenant of the Home during the Term and assigns its use rights as a “Licensee” under the Agreement to Tenant during the Term, but subject to the terms and conditions of the Agreement and this Amendment. Club Owner and Tenant hereby agree to such designation and assignment by Strom Park Owner in favor of Tenant. Consequently, during the Term, Tenant and its Immediate Family Members (as defined below) (each, a “**Licensee**” and collectively, “**Licensees**”) shall have a non-exclusive, revocable license to access the Club and use all related facilities and amenities at the Club (*but not administrative areas, areas designated for use only by Club employees or staff or other specific individuals, or other areas of the Club not made available to members of the Club or other “Licensees” under the Club Declaration by Club Owner, whether due to reservation or otherwise*) as “Licensees” under the Club Declaration during the Term during Club’s operating

hours from time to time, but subject to available capacity and further subject to the terms and conditions of the this Amendment, the Agreement, the Club Declaration and any additional rules and regulations adopted by Club Owner from time to time that are not set forth in the Club Declaration (the “**Permitted Use**”) (said license being the “**License**”). For purposes of this Amendment, the term “Immediate Family Members” shall mean the following individuals who live in the Home with Tenant during the Term, as designated by Tenant to Club Owner in writing from time to time (“**Immediate Family Members**”):

- a. The spouse of Tenant;
- b. The parents or step-parents of Tenant;
- c. All unmarried children or grandchildren twenty-five (25) years of age or younger of Tenant or the spouse of Tenant.
- d. To the extent Tenant is unmarried, up to one (1) other person eighteen (18) years of age or older designated by Tenant during the Term.
- e. Any unmarried children or grandchildren twenty-five (25) years of age or younger of any such person designated in item (d) immediately above.

Tenant hereby designates the following individuals as Immediate Family Members of Tenant as of the Effective Date for purposes of being a Licensee under this Amendment:

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As provided above, each Licensee’s use of the Club shall be subject to the terms and conditions of the Agreement, the Club Declaration and the additional rules and regulations for the Club adopted by Club Owner from time to time that are not set forth in the Club Declaration. Club Owner has also made a copy of the Club Declaration available to Tenant. A copy of the current additional rules and regulations for the Club are attached as Exhibit “A” of the Agreement.

4. LICENSE FEE: Strom Park Owner, and not Tenant, shall pay Club Owner a use fee for the License during the Term (the “**Use Fee**”). The Use Fee for 2020 is **\$642.00**, which includes a use fee of \$600.00 plus applicable sales tax and is more particularly described in Section 4 of the Agreement. The Use Fee shall cover the general use fee due from Tenant and its Immediate Family Members, as well as any Tenants, during the Term, but not use fees that may apply from time to time for (a) guests, (b) classes or private lessons offered by the Club from time to time, (c) equipment rental at the Club, and (d) deposits or cleaning fees that may be applicable for reservation of certain amenities at the Club for exclusive use, for which Tenant will be primarily responsible to pay for, as such fees may become applicable to Tenant and subject to Club Owner’s collection rights and remedies under this Amendment and this Agreement. Please contact the Club staff for more information about these additional fees. The Use Fee for each calendar year after 2020 shall be no less than the Use Fee for the 2020, and is subject to increase by Club Owner from time to time so long as Club Owner notifies Strom Park Owner of such increased Use Fee amount at least thirty (30) days prior to the commencement of the applicable calendar year. If a Use Fee is increased by Club Owner for a calendar year, the increase shall not be by more than five percent (5%) of Use Fee for the immediately prior calendar year. If Club Owner fails to timely notify Strom Park Owner of an increased amount of the Use Fee for a calendar year as provided above, the Use Fee for that calendar

year shall remain the same as the Use Fee for the immediately-prior calendar year. By Club Owner's execution of this Amendment, Club Owner confirms Strom Park Owner's payment of the Use Fee through December 31, 2020, subject to clearance of such payment. In the event this Amendment and the Agreement are terminated by a party unrelated to a breach by a party under this Amendment and the Agreement, any pre-paid Use Fee covering periods from and after the termination date shall be refunded by Club Owner to Strom Park Owner within thirty (30) days after the termination date of this Amendment and the Agreement.

5. **NO REPRESENTATIONS OR WARRANTIES:** Club Owner makes no warranties or representations whatsoever as to the Club or its fitness or suitability for the Permitted Use under this Amendment except as set forth in the Club Declaration. *Tenant, on behalf of itself and its Immediate Family Members that are Licensees under this Amendment, acknowledges that it has inspected the Club and accepts same for use in accordance with this Amendment in "As-Is," "Where Is" condition, with all faults to the fullest extent permitted by applicable law.* Tenant further acknowledges that the License relating to the Club given by Club Owner to Tenant and its Immediate Family Members that are Licensees under this Amendment is a non-exclusive license, and Club Owner retains the right to grant additional non-exclusive licenses to other parties as "Licensees" under the Club Declaration relating to the Club.

6. **ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION OF CLUB OWNER.** BY USING THE CLUB FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE SWIMMING POOL(S), RECREATIONAL EQUIPMENT AND FACILITIES, RESTROOMS, PARKING AREAS, AND ANY LOCKER ROOMS, TENANT AND ITS IMMEDIATE FAMILY MEMBERS THAT ARE LICENSEES UNDER THIS AMENDMENT EXPRESSLY ASSUME THE RISK OF NOISE, PERSONAL INJURY, LOSS OF LIFE, PROPERTY DAMAGE OR LOSS, AND OTHER DAMAGE, HARM, OR INCONVENIENCES SUFFERED IN CONNECTION WITH SUCH PERSON'S USE OF THE CLUB FACILITIES AND THE OPERATION OF THE CLUB FACILITIES, AND HEREBY WAIVE ALL CLAIMS AGAINST, AND RELEASE, CLUB OWNER, THE CLUB MANAGER, AND THEIR RESPECTIVE CORPORATE PARENTS, CORPORATE AFFILIATES, OFFICERS, PARTNERS, MEMBERS, INTEREST HOLDERS, AGENTS, EMPLOYEES, DIRECTORS AND ATTORNEYS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS OR LIABILITY TO THEM IN CONNECTION THEREWITH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY SUCH DAMAGE OR LOSS ARISES FROM THE NEGLIGENCE OF CLUB OWNER OR ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS OR OTHER THIRD PARTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY AND ALL ACTIONS, INJURY, CLAIMS, LOSS, LIABILITY, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONALS' FEES IN ALL TRIAL AND APPELLATE PROCEEDINGS, INCLUDING COLLECTION AND BANKRUPTCY PROCEEDINGS, INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED

**PARTIES FROM AND AFTER THE EFFECTIVE DATE AS A RESULT OF, OR IN ANY WAY ARISING FROM OR RELATED TO, (A) ANY USE OF THE CLUB FACILITIES BY TENANT AND ITS IMMEDIATE FAMILY MEMBERS THAT ARE LICENSEES UNDER THIS AMENDMENT, (B) THEIR PERMITTED GUESTS AT THE CLUB, OR (C) ANY ACTIONS OF ANY OF THE FOREGOING INDIVIDUALS AT THE CLUB.**

**THE PROVISIONS OF THIS SECTION EXPRESSLY SURVIVE TERMINATION OF THIS AMENDMENT AND THE AGREEMENT.**

7. BREACH AND REMEDIES: In the event of a breach or violation of any of the terms and conditions of this Amendment or the Agreement (including any breach by any Tenant), the non-breaching party shall each have the right to enforce such terms and conditions of the breached document by a proceeding or action at law or in equity against the breaching party, including but not limited to actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. The non-breaching party shall also be entitled to terminate this Amendment and/or the Agreement and pursue any remedies available under applicable law or equity. If Club Owner is the non-breaching party, Club Owner shall also be entitled to pursue all applicable remedies available under this Amendment, the Agreement and the Club Declaration.

8. AMENDMENTS/ASSIGNMENT: No modification or amendment of this Amendment shall be valid or binding unless in writing and signed by Club Owner, Strom Park Owner and Tenant. Tenant shall not assign its rights and obligations under this Amendment to any party without Club Owner's and Strom Park Owner's prior written consent, which may be given or withheld by Club Owner and Strom Park Owner in their sole and absolute discretion. Club Owner may assign its rights and obligations under this Amendment and the Agreement to any party without the prior written consent of Strom Park Owner or Tenant.

9. NO RECORDING: This Amendment, the Agreement or any amendment thereto shall not be recorded in the public records.

10. NOTICES: Any notices or other communications given under this Amendment shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States certified mail, return receipt requested, postage prepaid, overnight courier (Federal Express, UPS, etc.), or by email, addressed to the respective party at the addresses set forth below:

To Club Owner: Addison Village Club, LLC  
8150 Stadium Parkway  
Melbourne, FL 32940  
Attn: Property Manager  
Email: \_\_\_\_\_

To Strom Park Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

To Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If sent by certified mail, a notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by courier service, a notice shall be deemed to have been sent and given when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. If sent by email, a notice shall be deemed to have been sent, given and received on the date delivered by email, with a copy sent by overnight delivery, as evidenced by written receipt therefore or email confirmation of delivery whether or not actually received or opened by the person to whom addressed. A party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

11. COUNTERPARTS: This Amendment may be executed by the parties in counterparts. Any counterpart signed and delivered by a party by electronic transmission shall be deemed an original counterpart from the sending party.

12. ATTORNEYS' FEES/ WAIVER OF JURY TRIAL: In connection with any action or proceeding brought by any party to enforce the terms and conditions of this Amendment or the Agreement or otherwise relating to this Amendment or the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and paraprofessionals' fees at the trial level and in any appellate or dispute resolution proceeding. **Further, each party hereby waives the right to a jury trial in connection with any action or proceeding brought by a party to enforce the terms and conditions of this Amendment or the Agreement or otherwise relating to this Amendment or the Agreement.**

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the parties have executed this Amendment as of Effective Date.

CLUB OWNER:

ADDISON VILLAGE CLUB, LLC  
a Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STROM PARK OWNER:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

TENANT:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_