

**This instrument was prepared by:**  
**Jorge L. Gonzalez, Esq.**  
**Gonzalez & Vidal PL**  
**2100 Coral Way, Suite 502**  
**Miami, FL 33145**

CFN: 20150683233 BOOK 29827 PAGE 4820  
DATE: 10/26/2015 10:42:59 AM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

## **Cross-Parking Agreement**

This Cross-Parking Agreement (the "Agreement") is made and entered into this the 1<sup>st</sup> day of October, 2015, by and between Acqua World Swim Academy Corp. (the "Receiver") located at 3475 NW 115 Ave, Doral, Florida 33178, and Xtender Automotive Corp. (the "Provider") located at 11421 NW 39 Street, Doral, FL 33178.

### **Recitals**

**WHEREAS**, the undersigned Provider is the owner, of the parcels of real property ( the "Property") as described in Exhibit "A" (the "Provider Property) and the Receiver is a Lessee of the property described in Exhibit "B" (the "Receiver Property"); and

**WHEREAS**, Provider and Receiver are familiar with Section 77-140(c) of the Code of the City of Doral, Florida.

**NOW THEREFORE, THE PROVIDER AND THE RECEIVER AGREE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:**

#### **Section 1. Recitals.**

The forgoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

#### **Section 2. Availability of Parking.**

(1) The "Provider" and "Receiver" shall do everything necessary to comply with this Agreement and agree that no commercial and industrial uses shall be made or continue on the above described real property, as shown in Exhibit "B", unless there is at all times sufficient off-street parking in a commercial or industrial zoned district to legally provide sufficient parking for the "Receiver's" property use.

(2) Nothing herein contained shall in any way vary the "Receiver" and the "Provider" Agreement to comply with the City Code or any other sections or provisions to which it relates by implication or otherwise directly or indirectly.

(3) Provider, a Florida corporation, has duly authorized the execution of this Agreement. See Exhibit "C".

(4) The off-street parking to serve the "Receiver" property described in Exhibit "B" is located on the "Provider" property described in Exhibit "A" and is further identified as described in the General Site Plan as shown in Exhibit "D".

(5) The use of the Provider's property by Receiver shall be limited to not more than eleven (11) parking spaces, as set forth in Exhibit "D" and be restricted parking of personal vehicles after normal working hours (after 5:00 pm) and on weekends. No overnight parking or parking more than 60 minutes after the end of any event.

(6) The "Receiver" shall establish a Valet Parking Service to accommodate the special events parking needs. The overflow parking from the special event shall be located at the Xtender American Corp. facility located at 11421 NW 39th Street, Doral, Florida, described in Exhibit "A".

7. The off-street parking shall not be changed to another off-street parking site without the written approval of the Director of the Planning and Zoning Department of the City of Doral or his designee in order that it may be determined whether the new location complies with appropriate zoning requirements and regulations. Unless parking is otherwise provided in accordance with Section 2, paragraphs (5) and (6) of this agreement, the "Receiver" shall immediately discontinue its use. If this Agreement is terminated by the "Provider", the "Provider shall provide the City with a written copy of the cancellation notice at the same time as the "Receiver".

**Section 3. Covenant Running with the Land.**

This Agreement on the part of the "Provider" and "Receiver" shall constitute a covenant running with the land and shall be recorded, at the "Receiver's" expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns until such time as the same is modified or released. This Agreement during its duration shall be for the benefit of the City of Doral, and shall be a limitation upon, all present and future owners of the real property and for the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Agreement does not in any way obligate or provide a limitation on the City of Doral.

**Section 4. Modification, Amendment, Release.**

No modifications, amendment or release shall be made to this Agreement without the written consent of the parties of this agreement and the Director of the City of Doral Planning and Zoning Department.

Any notices to the City required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by to the recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

City of Doral  
Planning and Zoning Director  
8401 N. W. 53rd Terrace  
Doral, Florida 33166

**Section 5. Authorization for the City of Doral to Withhold Permits and Inspections.**

In the event of a breach of this Agreement by the "Provider" or the "Receiver", in addition to any other remedies available, the City of Doral is hereby authorized to withhold any further permits, Certificates of Use, issue a cease and desist order, and refuse to make any inspection or grant any approvals, until such time as this Agreement is complied with.

**Section 6. City Inspection.**

As further part of this Agreement, it is hereby understood and agreed that any official inspector of City of Doral or its agents, duly authorized, may have the

CFN: 20150683233 BOOK 29827 PAGE 4822  
privilege, at any time during normal working hours, of entering and investigating the use of the premises to determine whether or not the requirements of the building and zoning regulations, and the conditions herein agreed to, are being complied with.

#### **Section 7. Enforcement.**

Enforcement shall be by action against any parties or person violating, or attempting to violate, the Agreement. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

#### **Section 8. Severability.**

Invalidation of any one section of this Agreement, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

#### **Section 9. Acceptance of Agreement.**

Acceptance of this Agreement does not obligate the City in any manner, nor does it entitle the "Provider" and/or the "Receiver" to a favorable recommendation or approval of any application.

#### **Section 10. "Provider" and "Receiver".**

The term "Provider" and "Receiver" shall include the "Provider" and "Receiver", their heirs, successors and assigns. The person(s) executing this Agreement have full and absolute authority to do so.

**IN WITNESS WHEREOF** the said company has caused these presents to be executed in it's name by its proper Officers/Managers/Managing Members thereunto duly authorized, the 19 day of October, 2015.

**XTENDER AUTOMOTIVE CORP.**  
a Florida Corporation

Juliana Agreda  
Witness printed name:  
[Signature]

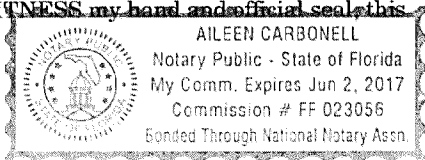
By: [Signature]  
Antonio Di mariana, President  
FD# D565-016-70-301-0

Victor Romero  
Witness printed name:  
[Signature]

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed to or acknowledged before me this 19 day of October, 2015, by Antonio Di Mariana, President, Xtender Automotive Corp., Florida Corporation, personally known to me or who produced : as identification and who did take an oath.

WITNESS my hand and official seal, this 19 day of October 2015, in the County and State aforesaid.



[Signature]  
NOTARY PUBLIC

**IN WITNESS WHEREOF** the said company has caused these presents to be executed in it's name by its proper Officers/Managers/Managing Members thereunto duly authorized, the 19 day of October, 2015.

**Acqua World Swim Academy Corp..**  
a Florida Limited Liability Company

Ronald Agreda  
Witness printed name:  
[Signature]

By: [Signature]  
HUMBERTO CUFFARO, Secretary

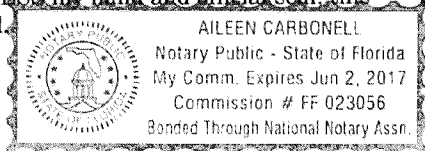
Juliana Sanguino  
Witness printed name:  
[Signature]

FD# C165-327-82-446-0

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed to or acknowledged before me this 19 day of October, 2015, by Humberto Cuffaro, Secretary of Acqua World Swim Academy Corp., Florida Limited Liability Company, personally known to me or who produced : as identification and who did take an oath.

WITNESS my hand and official seal, this 19 day of October 2015, in the County and State aforesaid.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A**

**Lot 4, Block 1, of CANTEL NORTH, according to the Plat thereof, as recorded in Plat Book 154, at Page 57, of the Public Records of Miami-Dade County, Florida.**

**Commonly known as: 11421 NW 39 Street, Doral, FL 33178.**

**EXHIBIT B**

**Lot 9, Block 1, of MIAMI INTERNATIONAL BUSINESS PARK SECTION ONE, according to the Plat thereof, as recorded in Plat Book 151, at Page 8, of the Public Records of Miami-Dade County, Florida.**

**Commonly known as: 3475 NW 115 Ave, Doral, FL 33178**



CFN 2014R0628529  
 DR Bk 29303 Pgs 1275 - 1276 (2pgs)  
 RECORDED 09/10/2014 09:46:35  
 DEED DDC TAX 8,271.00  
 SURTAX 6,203.25  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

NICOLE J. HUESMANN, ESQUIRE  
 Nicole J. Huesmann, P.A.  
 150 Alhambra Circle, Suite 1150  
 Coral Gables, Florida 33134

After recording send to:

Carlos M. Machado, Esq.  
 A.S.A.P. Title Corp.  
 201 Alhambra Circle  
 Suite 1205  
 Coral Gables, Florida 33134

Parcel Identification No. 35-3030-030-0090

### WARRANTY DEED

This Warranty Deed is made this 5<sup>th</sup> day of Sept., 2014, between **International Security and Trading Corp, a Florida corporation**, whose address for purposes of this Warranty Deed is 8880 NW 18th Terrace, Doral, Florida 33172, hereinafter referred to as "Grantor"\*, and **Xtender America LLC, a Florida limited liability company**, whose address is 11421 NW 39<sup>th</sup> Street, Doral, Florida 33178, hereinafter referred to as "Grantee"\*.

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby remise, sell, grant, and convey unto Grantee and their heirs and/or assigns, all the right, title, interest, claim, and demand which the Grantor has in and to an undivided interest in the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

**Lot 9, Block 1, Miami International Business Park Section 1, according to the Plat thereof, recorded in Plat Book 151, Page 8, of the Public records of Miami- Dade County, Florida**

together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way, and other matters of record, which Grantor does not seek to re-impose.

The Grantor does hereby fully warrant the Title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*When used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, as context may require.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed and delivered in our presence:

WITNESSES AS TO GRANTORS

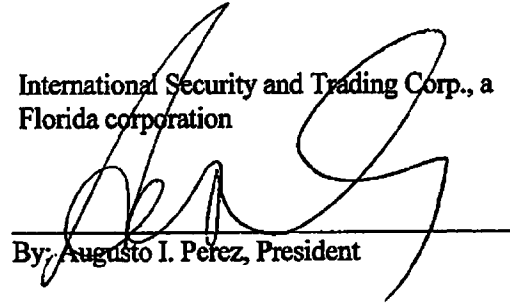
GRANTOR

  
\_\_\_\_\_

Witness  
Print Name: Erica Blanco

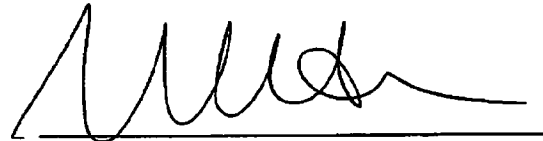
  
\_\_\_\_\_

Witness  
Print Name: Jennifer DeArmas

  
International Security and Trading Corp., a  
Florida corporation  
By: Augusto I. Perez, President

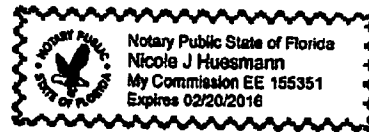
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Sept., 2014 by Augusto I. Perez, as President of International Security and Trading Corp, a Florida corporation, who has produced personally known as identification, who did not take an oath, and he acknowledged before me that he executed the foregoing instrument as his free act and deed.

  
\_\_\_\_\_

NOTARY PUBLIC  
[Affix Seal/Stamp]

My Commission Expires:





**EXHIBIT "C"**

- CERTIFICATE OF JOINT MEETING OF THE BOARD OF DIRECTORS AND STOCKHOLDERS AND CORPORATION RESOLUTION OF XTENDER AUTOMOTIVE CORP, A FLORIDA CORPORATION.**
  
- CERTIFICATE OF JOINT MEETING OF THE BOARD OF DIRECTORS AND STOCKHOLDERS AND CORPORATION RESOLUTION OF ACQUA WORLD SWIM ACADEMY CORP, A FLORIDA CORPORATION.**

XTENDER AUTOMOTIVE CORP.  
CERTIFICATE OF JOINT RESOLUTION TO GRANT  
CROSS PARKING AGREEMENT

I, Antonio Di Mariana, President, XTENDER AUTOMOTIVE CORP., Florida Corporation, (the "Company"), HEREBY CERTIFY that the Company is organized and existing under and by virtue of the laws of the State of Florida as a Company for profit, with its principal place of business at 11421 NW 39<sup>th</sup> Street, Doral, FL 33178, and is duly authorized to transact business in the State of Florida.

I FURTHER CERTIFY that at a meeting of the Shareholders, Directors and Officers of the Company, duly called and held on October 1, 2015, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolutions were adopted:

BE IT RESOLVED, that of the president of Xtender Automotive Corp., acting for and on behalf of the Company and as its act and deed be, and he or she hereby is, authorized and empowered:

To do all acts necessary to grant a Cross Parking Easement at the corporate real property located at 11421 NW 39<sup>th</sup> Street, Doral, Florida 33178, to Acqua World Swim Academy Corp., located at 3475 NW 115 Ave, Doral, FL

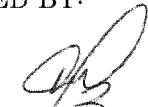
BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect until notice of otherwise is given and received. Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

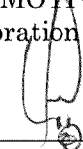
WE FURTHER CERTIFY that the officer, employee, or agent named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position set opposite the name; that the foregoing Resolutions now stand of record on the books of the Company; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

IN WITNESS WHEREOF the said company has caused these presents to be executed in it's name by its proper Officers/Managers/Managing Members thereunto duly authorized, the day of \_\_\_\_\_, 2015.

ATTESTED BY:

XTENDER AUTOMOTIVE CORP.  
a A Florida Corporation

  
\_\_\_\_\_  
CARINA Lopez Di Mariana , Secretary  
FDL# D565-100-71-649-0

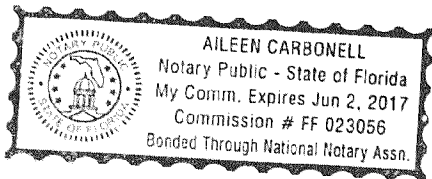
By:   
\_\_\_\_\_  
Antonio Di Mariana, President  
FDL# D565-016-70-301-0


STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed to or acknowledged before me this 5 day of October, 2015, by Antonio Di Mariana, President, and Carina Lopez Di mariana, Secretary of XTENDER AUTOMOTIVE CORP., Florida Corporation, personally known to me or who produced :

as identification and who did \_\_\_\_\_ take an oath.

WITNESS my hand and official seal, this 5 day of October 2015, in the County \_\_\_\_\_ and State aforesaid.



  
\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF JOINT MEETING OF  
THE BOARD OF DIRECTORS AND STOCKHOLDERS  
AND CORPORATION RESOLUTION OF  
ACQUA WORLD SWIM ACADEMY CORP, A FLORIDA CORPORATION**

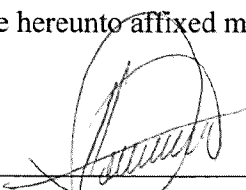
I, HUMBERTO CUFFARO, do hereby certify that I am the elected and qualified secretary of ACQUA WORLD SWIM ACADEMY CORP, a Florida corporation (the "Corporation") and that at a Special Joint Meeting of the Board of Directors and Stockholders of said corporation, duly noticed and held at 3475 NW 115 Avenue, Doral, Miami, 33178, on October 2, 2015, at 1:00pm, at which a quorum consisting of all stockholders and directors was present and voting throughout, the following resolutions, upon motion duly made and seconded were unanimously adopted and are still in full force and effect and unaltered and unmodified, to-wit:

RESOLVED, that it is in the best interest of the Corporation to execute certain Cross Parking Agreement with Xtender Automotive, Corp. (the "Provider") where the Provider shall allow the Corporation to use up to eleven (11) parking spaces under the conditions and terms specified in said Cross-Parking Agreement;

RESOLVED, that the Secretary, Humberto Cuffaro, is authorized to execute said Cross Parking Agreement on behalf of the Corporation and any other document The City of Doral, the Miami Dade County and/or the Provider require the Corporation to execute to effectuate said Cross Parking Agreement; and

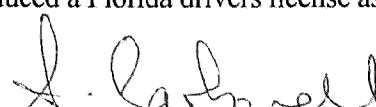
BE IT FURTHER RESOLVED, that the Secretary has absolute discretion to negotiate the terms of said Cross Parking Agreement in the best interest of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand as Secretary on this October 2, 2015.

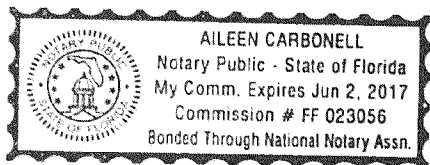
  
\_\_\_\_\_  
FBI# 465-327-82-446-0

STATE OF FLORIDA                    )  
  SS:  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this <sup>5<sup>th</sup></sup>~~30~~ day of October, 2015, by Humberto Cuffaro, as Secretary of ACQUA WORLD SWIM ACADEMY CORP, who (check one) [ ] are personally known to me or [X] have produced a Florida drivers license as identification.

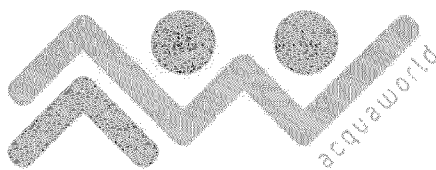
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: Aileen Carbonell

My Commission Expires:



**EXHIBIT "D"**

- **GENERAL SITE PLAN OF PROPERTY LOCATED AT  
11421 NW 39 ST DORAL FL 33178.**
- **GENERAL SITE PLAN OF PROPERTY LOCATED AT  
3475 NW 115rH AVE DORAL FL 33178.**



**HOLD HARMLESS AGREEMENT**

Acqua World Swim Academy Corp, agrees to indemnify and hold the City of Doral harmless and waives all claims against the City of Doral for any loss, damage, or injury of any kind or character whatsoever, sustained by any party whatsoever in connection with the issuance of the building permit.

ACQUA WORLD SWIM ACADEMY CORP. HAS CAREFULLY READ THE FOREGOING HOLD HARMLESS AGREEMENT AND KNOWS THE CONTENTS THEREOF AND HAS SIGNED THIS DOCUMENT AS ITS OWN FREE ACT.

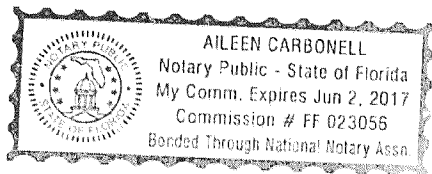
Acqua World Swim Academy Corp. expressly agrees that this Hold Harmless is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

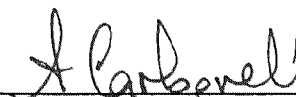
By:   
HUMBERTO CUFFARO, Secretary.  
Acqua World Swim Academy Corp.

State of Florida §  
County of Miami-Dade §

The foregoing instrument was acknowledged before me this 19 day of October, 2015 by Humberto Cuffaro (name of corporate officer), Secretary (title), of Acqua World Swim Academy Corp. (name of corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal



  
Notary Public, State of Florida

Aileen Carbonell  
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or  
 Produced identification:  
FDL# C165-327-82-446-0