

## Exhibit "A"

This instrument was prepared by:  
Name: Christopher Dominguez, Manager  
Zoom Fitness LLC  
1910 NW 96 Ave.  
Doral, Florida 33172

(Space Reserved for

Clerk) \_\_\_\_\_

### Cross-Parking Agreement

This Cross-Parking Agreement (the "Agreement") is made and entered into this the 13<sup>th</sup> day of October 2015, by and between World of Wheels Miami, Inc. ("World of Wheels or Provider") located at 2000 NW 96 Avenue, Miami, Florida 33172 and Zoom Fitness LLC ("Zoom or Receiver") located at 1910 NW 96 Avenue, Miami, Florida. The parties may be individually referred to as a "Party," and collectively as the "Parties."

### Recitals

**WHEREAS**, the undersigned is the owner or tenant, respectively, of the following described parcels of real property described in Exhibit "B" (the "Zoom Parcel" and "World of Wheels Parcel"); and

**WHEREAS**, the Parties are familiar with Section 77-140(c) of the Code of the City of Doral, Florida ("City");

**NOW THEREFORE, THE OWNER AND TENANT 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.

(a) World of Wheels is the owner of the parcel of land (Exhibit "C") located at 2000 NW 96 Avenue, Miami, Florida 33172 (the "Provider Property").

(b) Zoom is the tenant of the parcel of land located at 1910 NW 96 Avenue, Miami, Florida (the "Receiver Property").

### **Section 2. Use of Parking.**

(1) The Parties agree that Provider grants Zoom and its patrons the right to use, on a temporary basis for temporary parking of vehicles (no overnight storage) the thirty-seven (37) parking spaces within the area identified in Exhibit "B", for a period of one (1) year, to be effective from the issuance of a certificate of occupancy, issued by the City (and a copy of which is to be delivered to Provider), together with four (4) additional one (1) year renewal options at Receiver's sole discretion and upon delivering to

## Exhibit "A"

Provider a written notice of its election to renew this Agreement for the next ensuing term, no less than sixty (60) days prior to the last day of the term ending. Receiver shall use the parking spaces from the hours of 6:00 A.M. to 8:00 A.M. and 6:00 P.M. to 10:00 P.M. Monday through Friday, and at all times Saturday and Sunday. Notwithstanding anything contained herein to the contrary. Provider, at its sole discretion may cancel this Agreement upon providing Receiver thirty (30) days written notice of its intent to cancel. Provider shall provide the City with a copy of the cancellation notice at the same time as the Receiver. 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 a recognized courier, or mailed by certified or registered mail, returned receipt requested, in a postage prepaid envelope, and addressed as follows:

City of Doral  
Planning and Zoning Director  
8401 N.W. 53<sup>rd</sup> Terrace  
Doral, FL 33166

(2) During the term of this Agreement only, the Parties covenant and agree to 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, within 300 feet, sufficient off-street parking located in a business or industrial zoned district to legally provide sufficient parking for the Receiver's property use.

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

(4) The off-street parking to serve the "Receiver" property described in Exhibit "B" is located on the "Provider" property described in Exhibit "B" and is further identified as follows: A total of 37 parking spaces, Seventeen (17) parking spaces which includes two (2) handicap accessible parking spaces located along the southern boundary of Providers parcel and Twenty (20) regular parking spaces located along the northern boundary of Providers parcel.

(5) The off-street parking shall not be changed to another off-street parking site without the approval of the Director of the Planning and Zoning Department of the City or his designee in order that it may be determined whether the new location complies with appropriate City zoning requirements and regulations.

(6) Unless parking is otherwise provided in accordance with Section 2, Paragraph 5, Zoom shall immediately discontinue its use if Provider terminates this Agreement.

## Exhibit "A"

**Section 3. Insurance.** As a condition to commencement and throughout the term of this Agreement, Zoom shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about Provider Parcel to afford protection to the limit of not less than ONE MILLION DOLLARS (\$1,000,000) for injury or death of a single person, and to the limit of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, and to the limit of not less than ONE MILLION DOLLARS (\$1,000,000) for property damage. Zoom shall provide Receiver with certificates of such insurance from time to time following renewal of same to evidence that such insurance is in force. Such insurance shall be written by additional premises endorsement on any master policy of insurance carried by Zoom which may cover other property in addition to the property covered by this Agreement.

Such insurance shall (i) be carried with reputable companies licensed to do business in the State of Florida; (ii) provide that the same may not be canceled without thirty (30) days prior written notice to Provider and the City; and (iii) name Provider and the City as loss payee and an additional insured.

**Section 4. Indemnification.** Zoom hereby indemnifies and holds Provider and the City harmless from and against any losses, damages, penalties, reasonable attorneys' fees or costs arising out of or related to any property damage, personal injury or wrongful death caused by Zoom, its successors, assigns, agents, invitees, and/or employees in connection with the use of the Easement Area including, but not limited to, all losses, costs, injuries, damages, liabilities and expenses incurred in or connected with any such claim or proceeding brought thereon, including costs and reasonable attorney's fees incurred prior to trial, at the trial level and in any appellate or bankruptcy proceeding.

**Section 5. Covenant Running with the Land.** This Agreement on the part of Provider shall constitute a covenant running with the land and shall be recorded, at Zoom'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 terminated. This Agreement during its duration shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare. Parties, 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.

**Section 6. 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.

## Exhibit "A"

**Section 7. Authorization for the City of Doral to Withhold Permits and Inspections.** In the event of a breach of this Agreement by any of the Parties, 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 8. City Inspection.** As further part of this Agreement, it is hereby understood and agreed that any official inspector of City or its agents, duly authorized, may have the 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 9. 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 Agreement shall be entitled to recover, in addition to reasonable costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Section 10. 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 11. Acceptance of Agreement.** Acceptance of this Agreement does not obligate the City in any manner, nor does it entitle the Parties to a favorable recommendation or approval of any application.

**Section 12. Owner.** The Parties each represent to the other that they are the sole Owners or Tenants of their respective properties, are the person(s) executing this Agreement and have full and absolute authority to do so.

**Section 13. Assignment.** This Agreement is not assignable by Receiver without the prior written consent of Provider and the City, which consent shall be at Provider's sole and absolute discretion. In the event of an assignment, the City shall require assignee to consent in writing to this agreement.

**ACKNOWLEDGEMENT PAGE FOLLOWS**

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered the day and year first written above. The parties hereby agree to all the terms and conditions set forth above by signing below.

WITNESSES FOR PROVIDER / OWNER

Print Name: Mike Foreffe  
Print Name: Allen Alvarez

PROVIDER / OWNER:

WORLD OF WHEELS MIAMI, INC. A FLORIDA CORPORATION

By: [Signature]  
Name: Jawad Azadeh  
Title: president

WITNESSES FOR RECEIVER / TENANT:

Print Name: Mike Foreffe  
Print Name: Allen Alvarez

RECEIVER / TENANT:

ZOOM FITNESS LLC, a Florida Limited Liability Company

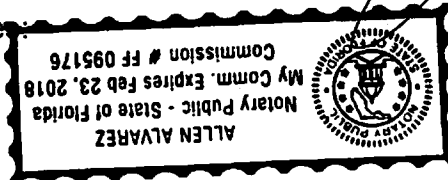
By: [Signature]  
Name: Christopher M. Dominguez  
Title: Mgr.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of October, 2015 in the County and State aforesaid, by Christopher M. Dominguez Mgr. of Zoom Fitness LLC who is personally known to me or has produced \_\_\_\_\_, as identification.

Notary Public-State of Florida

My Commission Expires

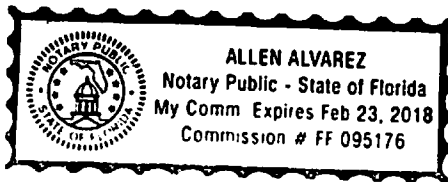


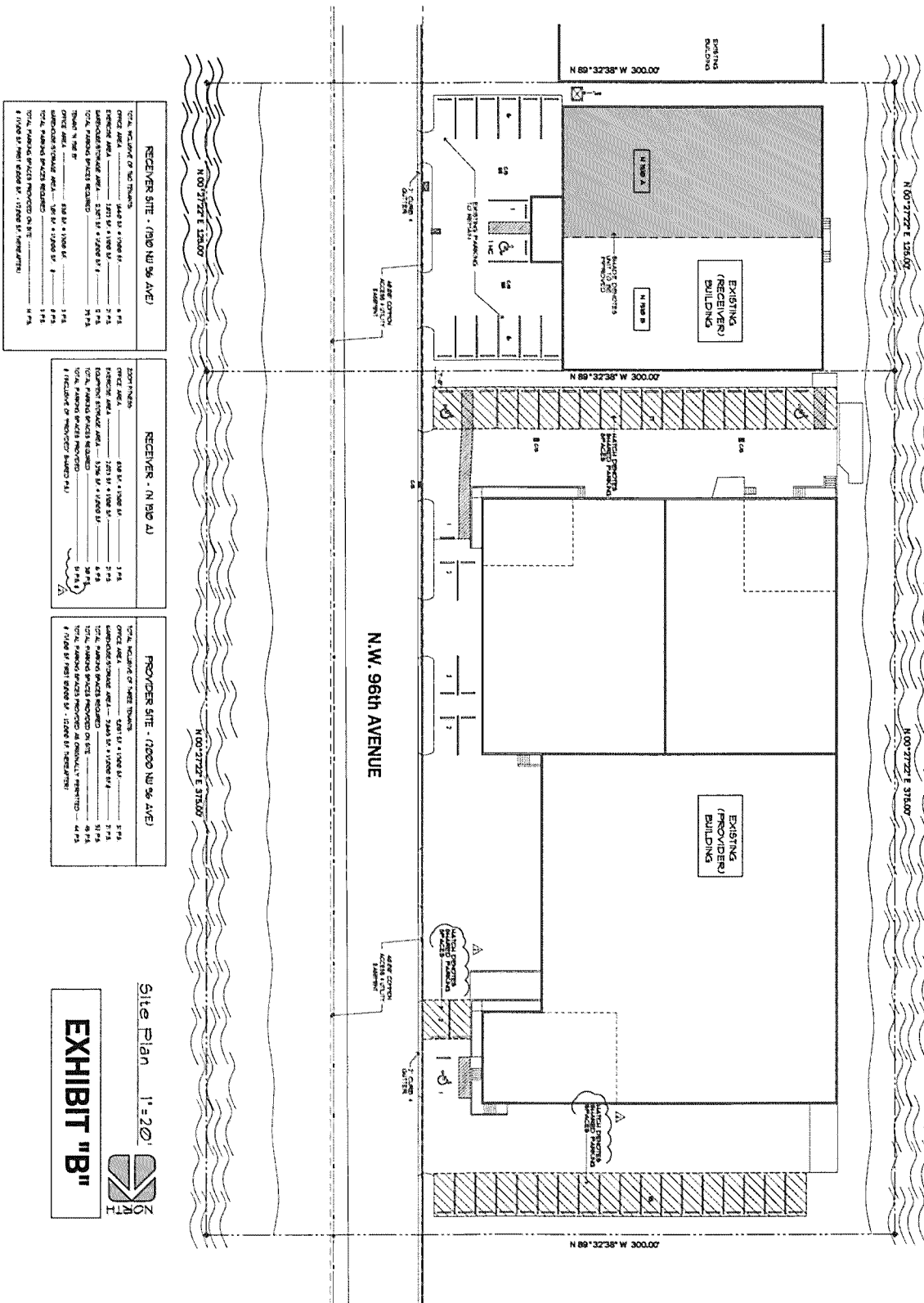
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of October,  
2015 in the County and State aforesaid, by Javad Azadi,  
President of World of Wheels Miami Inc who is personally known to me or  
has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public-State of Florida

My Commission Expires:





**RECEIVER SITE - (790 NW 96 AVE)**

TOTAL SQUARE FOOTAGE OF THIS TRACT	10,000
OFFICE AREA	1,000
RECEIVING AREA	1,000
STORAGE AREA	1,000
LOADING UNLOADING AREA	1,000
TOTAL PARKING SPACES REQUIRED	10
TOTAL PARKING SPACES PROVIDED	10
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0

**RECEIVER - (N 96 A)**

TOTAL SQUARE FOOTAGE OF THIS TRACT	10,000
OFFICE AREA	1,000
RECEIVING AREA	1,000
STORAGE AREA	1,000
LOADING UNLOADING AREA	1,000
TOTAL PARKING SPACES REQUIRED	10
TOTAL PARKING SPACES PROVIDED	10
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0

**PROVIDER SITE - (7000 NW 96 AVE)**

TOTAL SQUARE FOOTAGE OF THIS TRACT	10,000
OFFICE AREA	1,000
RECEIVING AREA	1,000
STORAGE AREA	1,000
LOADING UNLOADING AREA	1,000
TOTAL PARKING SPACES REQUIRED	10
TOTAL PARKING SPACES PROVIDED	10
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0
TOTAL PARKING SPACES PROVIDED ON SITE	10
TOTAL PARKING SPACES PROVIDED OFF SITE	0

Site Plan 1" = 20'

**EXHIBIT "B"**

NEW SHEET

DATE	08-15-11
PROJECT NO.	1111
SCALE	1" = 20'
DESIGNER	A-1.1 OF A-6



**VILLA & ASSOCIATES INC.**  
 ARCHITECTURE • PLANNING • INTERIOR DESIGN  
 7344 SW 48 STREET • SUITE 201 • MIAMI, FLORIDA 33168  
 TEL 305-661-8181 • FAX 305-661-8710 • E-Mail [Vilarchitects@aol.com](mailto:Vilarchitects@aol.com)  
 CONSULTANT: ARCHI-TEK STUDIO CORP.  
 TEL 305-709-8018 • E-Mail [maquilar@architekstudio.com](mailto:maquilar@architekstudio.com)

Cooperating License  
 AA402358  
 Architectural Seal  
 JORGE L VILLAVICENCIO  
 NO. 42611511

REMODELING FOR:  
**ZOOM FITNESS, LLC.**  
 1910 NW 96 AVE UNIT "A"  
 DORAL, FL 33172  
 CHRIS DOMINGUEZ

REVISIONS:

1	Issued for permit 08-17-11
2	Issued for permit 08-17-11

# Exhibit C



CFN 2005R1287107  
OR Bk 24045 Pgs 0261 - 2625 (2pgs)  
RECORDED 12/13/2005 15:22:40  
DEED DOC TAX 17,400.00  
SURTAX 13,050.00  
HARVEY BIRTH, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

## Warranty Deed

This Instrument Prepared by:  
Gary P. Simon, Esquire  
Simon & Simon, P.A.  
9100 S. Dadeland Blvd., Suite 504  
Miami, Florida 33156  
Property Appraisers Parcel  
Identification (Folio) Number(s): 35-3033-008-0120

This Indenture, Made this 2 day of Dec, 2005  
Between OFG Finger Lakes, LLC, a Florida limited liability company of the County of Miami-Dade, in the State of Florida, party of the first part, and World of Wheels Miami, Inc., a Florida corporation of the County of Miami-Dade, in the State of Florida, whose post office address is: 10460 SW 186 Street, Miami, FL 33157, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to set in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of Miami-Dade, State of Florida, to-wit:

Lots 12, 13 and 14 in Block 1 of Finger Lakes Commercenter according to the Plat thereof, as recorded in Plat Book 114, at Page 16 of the Public Records of Miami-Dade County, Florida.

### Subject To:

1. Taxes for the year 2006 and subsequent years.
2. Easements, covenants, restrictions and agreements of record.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set its hands and seals the day and year first written.

Signed, sealed, and delivered in the presence of:

Witnesses:

sign [Signature]  
print Gary P. Simon  
sign [Signature]  
print Carol Ann P. [Signature]

OFG Finger Lakes, LLC, a Florida limited liability company

By: [Signature]  
print Maro A. Osheroff, as Manager  
Address: 16400 NW 2 Avenue, Suite 203  
North Miami Beach, FL 33169

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EXHIBIT D

RESOLUTION ADOPTED ON OCTOBER 13, 2015 BY THE BOARD OF DIRECTORS OF WORLD OF WHEELS MIAMI, INC.

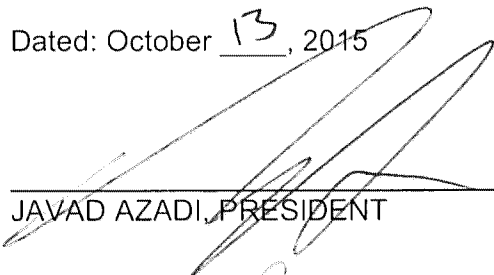
THE UNDERSIGNED, being all the directors of WORLD OF WHEELS MIAMI, INC A Florida Corporation, ("World of Wheels") does hereby certify that the following is a true and correct copy of a resolution duly adopted by the Directors of World of Wheels at a duly called meeting of the members held on October 13, 2015, at which a quorum were present and voting throughout:

"BE IT RESOLVED" that World of Wheels desires to enter into a Cross-Parking Agreement with Zoom Fitness, LLC, as shown on Exhibit "A" to this resolution.

FURTHER RESOLVED, the President, in his capacity as a Director of World of Wheels, acting singly, be, and he hereby is, authorized and empowered to execute any and all instruments and documents necessary and proper in order to consummate the Cross-Parking Agreement.

This Resolution shall be filed with the records of the Corporation.

Dated: October 13, 2015

  
\_\_\_\_\_  
JAVAD AZADI, PRESIDENT

  
\_\_\_\_\_  
BEHNAM AZADI, VICE-PRESIDENT

**EXHIBIT E**

**RESOLUTION ADOPTED ON October 13, 2015 BY THE MANAGING MEMBERS OF ZOOM FITNESS, LLC.**

**THE UNDERSIGNED**, being all the members of ZOOM FITNESS, LLC A Florida Limited Liability Company, ("ZOOM") does hereby certify that the following is a true and correct copy of a resolution duly adopted by the members of Zoom at a duly called meeting of the members held on October \_\_\_\_, 2015, at which a quorum were present and voting throughout:

**"BE IT RESOLVED"** that Zoom desires to enter into a Cross-Parking Agreement with World of Wheels Miami, Inc. In order to secure the required parking spaces needed to be in compliance with the Code of the City of Doral, Section 77-140(c), as shown on Exhibit "A" to this Resolution.

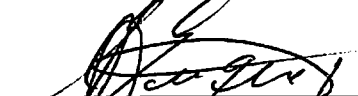
**FURTHER RESOLVED**, the Christopher Dominguez, in his capacity as a Managing Member of Zoom, acting singly, be, and he hereby is, authorized and empowered to execute any and all instruments and documents necessary and proper in order to consummate the Cross-Parking Agreement.

This Resolution shall be filed with the records of the Limited Liability Company.

Dated: October 13, 2015

  
\_\_\_\_\_  
CHRISTOPHER DOMINGUEZ

  
\_\_\_\_\_  
ALEXANDER RODRIGUEZ

  
\_\_\_\_\_  
ANDRE ENRIQUEZ

  
\_\_\_\_\_  
ANTHONY ALFONSO