



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years             | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------------------|------|------|------|------|------|
| Capital Expenditures     |      |      |      |      |      |
| Operating Costs          |      |      |      |      |      |
| External Revenues        |      |      |      |      |      |
| Program Income           |      |      |      |      |      |
| In-Kind Match (County)   |      |      |      |      |      |
| <b>NET FISCAL IMPACT</b> |      |      |      |      |      |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| # ADDITIONAL FTE POSITIONS (Cumulative) |  |  |  |  |  |
|---|--|--|--|--|--|

Is Item Included In Current Budget? Yes  X  No       
 Does this Item include the use of Federal funds? Yes  X  No    

Budget Account No.:

Fund \_\_\_ Dept \_\_\_ Unit \_\_\_ Object \_\_\_ Program Code/Period \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

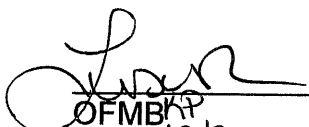
**No Fiscal Impact**

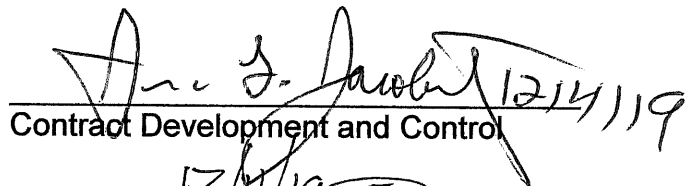
**C. Departmental Fiscal Review:**

  
 Beverly Reid, Division Manager

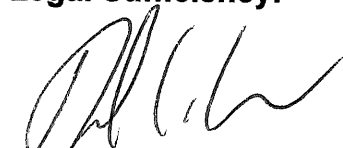
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

  
 OFMB  
 12/3  
 12/4/19

  
 Contract Development and Control  
 12/4/19

**B. Legal Sufficiency:**

  
 12/5/19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## FIRST ALLONGE TO SECTION 108 PROMISSORY NOTE

THIS FIRST ALLONGE TO SECTION 108 PROMISSORY NOTE ("Allonge") shall be effective as of the 31<sup>st</sup> day of October, 2019 (the "Effective Date"), by and between SHELLCO CONSTRUCTION CORP., a Florida corporation, SIMPLIFIED INC, a Florida corporation, and SIMPLIFIED FABRICATORS INC, a Florida corporation, each with a mailing address of 1300 Gateway Road, Florida 33403 (collectively, the "Borrower"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, with a mailing address of Department of Housing and Economic Sustainability, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 (the "Lender").

### RECITALS

A. Borrower entered into a certain Section 108 Promissory Note in the original maximum principal amount of Six Hundred Thousand Dollars and 00/100 (\$600,000.00) in favor of the Lender dated October 31, 2018 (the "Note"), pursuant to which the Lender made available to Borrower a certain U.S. Department of Housing and Urban Development Section 108 loan (the "Loan"), subject to the terms and conditions thereof.

B. The Borrower and the Lender have agreed to extend the maturity date of the Loan, as more particularly set forth below.

The above recitals constitute a substantive part of this instrument.

NOW, THEREFORE, for value received, and in consideration of the foregoing recitals and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the Borrower and the Lender hereby acknowledge, the Note is amended by the following:

1. **Definition.** The Borrower and the Lender agree and acknowledge that the definition of "Maturity Date" set forth in Section 2 of the Note which references the definition of such term in the Loan Agreement is hereby amended to mean **April 30, 2020**.

2. **Ratification.** Except as specifically amended hereby, the rest and remainder of the Note is hereby ratified and reaffirmed, and shall remain in full force and effect. It is the intention of Borrower and the Lender that the execution and delivery of this Allonge evidence merely the modification in certain respects of Borrower's obligations under the Note, and not the payment or satisfaction of such indebtedness or the release or impairment of any security therefor, or any novation or making of any new loan or loans to Borrower, and that all of Borrower's indebtedness and obligations, and all security therefor, if any, do and shall continue uninterrupted and in full force and effect unchanged except as expressly modified herein.

3. **Authorization.** The Borrower represents and warrants that the execution, delivery and performance of this Allonge has been duly authorized by all necessary and appropriate organizational action of the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.

4. **Counterparts.** This Allonge may be executed in separate counterparts, each of which when taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Borrower and the Lender have caused this Allonge to be executed as of the date first above written.

**BORROWER:**

Witnessed by:

**SHELLCO CONSTRUCTION CORP., a Florida corporation**

Print Name: Hiram Gardillo  
Print Name: Diego

By: Jean M. Chardon, President

Witnessed by:

**SIMPLIFIED INC, a Florida corporation**

Print Name: Merilyn Kaufman  
Print Name: Diego Ortiz Rps

By: Jean M. Chardon, President

Witnessed by:

**SIMPLIFIED FABRICATORS INC, a Florida corporation**

Print Name: Diego Ortiz Rps  
Print Name: Merilyn Kaufman

By: Jean M. Chardon, President

**STATE OF FLORIDA  
COUNTY OF PALM BEACH) ss:**

THE FOREGOING INSTRUMENT was acknowledged before me this 7<sup>th</sup> day of November, 2019, before me, the undersigned, personally appeared **Jean M. Chardon**, who is  personally known to me or ( ) has produced a Florida driver's license or \_\_\_\_\_ as identification.

My Commission Expires:

Amendefinas  
Notary Public, State of Florida



AMANDA L. SWIRLES  
Commission # GG 014976  
Expires July 24, 2020  
Bonded Thru Budget Notary Services

**LENDER:**

**PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida

**By: Its Board of County Commissioners**

By: *Jonathan Brown*  
**Jonathan B. Brown**, Director  
Department of Housing and Economic Sustainability

**Approved as to Form and Legal Sufficiency:**

By: *David Behar*  
**David Behar, Esq.**  
Assistant County Attorney

**Approved as to Terms and Conditions:**

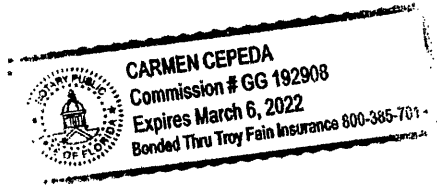
By: *Sherry Howard*  
**Sherry Howard**, Deputy Director  
Department of Housing and Economic Sustainability

**COUNTY OF PALM BEACH)  
STATE OF FLORIDA ) ss:**

**THE FOREGOING INSTRUMENT** was acknowledged before me this 18<sup>th</sup> day of November, 2019, by **Jonathan B. Brown**, as Director of the Department of Housing and Economic Sustainability of Palm Beach County, Florida, a political subdivision of the State of Florida. He is () personally known to me or ( ) has produced a Florida driver's license or \_\_\_\_\_ as identification.

My Commission Expires:

*Carmen Cepeda*  
Notary Public, State of Florida



## BORROWER'S CERTIFICATE

**JEAN M. CHARDON**, the President of **SHELLCO CONSTRUCTION CORP.**, a Florida corporation, **SIMPLIFIED INC.**, a Florida corporation, and **SIMPLIFIED FABRICATORS INC.**, a Florida corporation, each with a mailing address of 1300 Gateway Road, Florida 33403 (collectively, the "**Borrower**"), hereby represents, warrants and certifies to Palm Beach County, a political subdivision of the State of Florida, having an address of 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 ("**Lender**"), and its successors and assigns, and Lender's counsel, Fowler White Burnett, P.A., a Florida professional association, as follows:

1. Borrower entered into a certain Section 108 Promissory Note in the original maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in favor of Lender dated October 31, 2018 (the "**Note**"), pursuant to which the Lender made available to Borrower a certain U.S. Department of Housing and Urban Development Section 108 loan (the "**Loan**"), subject to the terms and conditions thereof.
2. The Loan is secured by a lien on certain collateral (the "**Collateral**") more particularly described in a certain Loan Agreement dated October 31, 2018 (the "**Loan Agreement**"), and such other loan documents dated of same date as described in the Loan Agreement (collectively, the "**Loan Documents**") (all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents).
3. This Certificate is made and given in order to induce Lender to extend the Maturity Date in the Loan Documents, as more particularly set forth in a certain First Allonge to Section 108 Promissory Note dated October 31, 2019 (the "**First Allonge**").
4. The Borrower is a corporation duly formed under the laws of the State of Florida, is validly existing and is in good standing as a corporation under the laws of the State of Florida, with full power and authority to own its property and conduct its business, and is lawfully qualified to do business in each jurisdiction where the ownership of its property requires such qualification.
5. The execution, delivery and performance of the First Allonge has been duly authorized by all necessary and appropriate organizational action of the Borrower, and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.
6. There is neither any action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or, to the best of my knowledge, threatened against or affecting the Borrower which involves the possibility of materially or adversely affecting this transaction, the repayment of the Loan, or the property, business, profits or conditions (financial or otherwise) of the Borrower.
7. There are no liens against the Borrower (other than Permitted Liens), or overdue taxes, assessments, fees or other governmental charges payable by the Borrower to the United States, the

State of Florida or to any other municipality, or agency thereof. Borrower is not in default under any loan or contract with any other lender, the State of Florida or any municipality or agency thereof.

8. Neither Borrower nor any shareholder of Borrower is currently a debtor in any bankruptcy, reorganization, insolvency or similar proceeding.

9. Borrower is not presently insolvent. As used in this Certificate, the term “insolvent” means that the sum total of all of an entity’s liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all of such entity’s non-exempt assets, i.e., all of the assets of the entity that are available to satisfy claims of creditors.

10. Borrower has sufficient working capital, including cash flow or other assets, to pay all of Borrower’s outstanding debts as they come due.

11. Borrower represents to Lender that there is no action, suit or proceeding, or any governmental investigation or any arbitration, in each case pending or, to the knowledge of Borrower, threatened against Borrower before any governmental or administrative body, agency or official which (i) challenges the validity of the First Allonge and the Loan Documents, or the authority of Borrower to perform the transactions contemplated hereby or thereby, or (ii) if adversely determined would have a material adverse effect on the business, financial condition or results of operations of Borrower.

12. No Event of Default under and as defined in the Loan Documents executed by the Borrower in connection with the Loan has occurred and is continuing as of the date hereof.

**IN WITNESS WHEREOF**, the undersigned President of **SHELLCO CONSTRUCTION CORP.**, a **SIMPLIFIED INC.**, and **SIMPLIFIED FABRICATORS INC** has executed this Certificate as of the 31<sup>st</sup> day of October, 2019.



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Jean M. Chardon