

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024\2	2025	2026
Grant Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

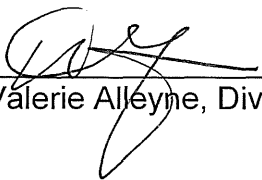
Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

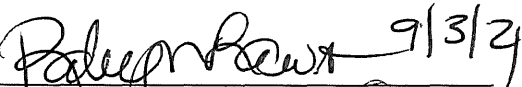
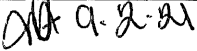
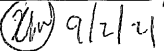
There is no fiscal impact associated with this item.

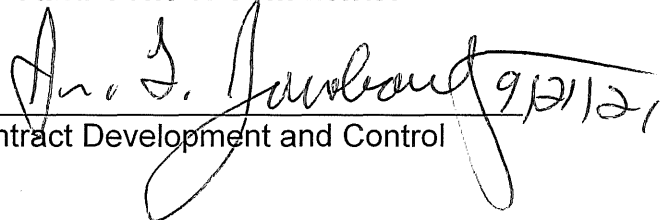
C. Departmental Fiscal Review:


 Valerie Alleyne, Division Manager I

III. REVIEW COMMENTS

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

 9/3/24
 OFMB  9.2.24  9/2/24

 9/12/24
 Contract Development and Control

B. Legal Sufficiency:


 for Assistant County Attorney 

C. Other Department Review:

 Department Director

WHEN RECORDED MAIL TO:

Palm Beach County, Florida
Department of Housing and Economic Development
Attn: Business Division
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

INTERCREDITOR AND SUBORDINATION AGREEMENT

This **INTERCREDITOR AND SUBORDINATION AGREEMENT** ("Agreement") dated as of the 6th day of July, 2021, is made by and among **GOLD STAR MORTGAGE FINANCIAL GROUP, CORPORATION**, a Michigan corporation with an office at 100 Phoenix Drive, Suite 300, Ann Arbor, Michigan 48108 ("Gold Star"); **PALM BEACH COUNTY**, a political subdivision of the State of Florida, with an office at Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 ("County", and together with Gold Star, the "Lenders"; **B&S PROPERTIES OF WPB LLC**, a Florida limited liability with an office at 13617 43rd Road N, West Palm Beach, Florida 33411 ("B&S"); and **BRIAN S. BAXTER**, the Managing Member of B&S and an individual residing in the State of Florida, with an address of 13617 43rd Road N, West Palm Beach, Florida 33411 ("Baxter", and together with the Lenders and B&S, the "Parties").

RECITALS:

WHEREAS, as of March 10, 2020, the County extended credit to B&S in the form of a certain U.S. Department of Housing and Urban Development ("HUD") Section 108 loan in the principal amount of \$306,434.00 (the "County Loan"), evidenced by a note, loan agreement, the Prior Collateral Mortgage (as hereinafter defined) and related loan documents; and

WHEREAS, as a condition of the County Loan, Baxter granted the County a valid mortgage ("Prior Collateral Mortgage") recorded in Official Records ("O.R.") Book 31314, Page 0532, of the Public Records of Palm Beach County, Florida ("Public Records"), encumbering certain real property commonly known as 13617 43rd Road N, West Palm Beach, Florida 33411, and as further described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Baxter has requested and Gold Star has agreed, with the approval of the County, to extend credit to Baxter in the form of a mortgage loan in the principal amount of \$335,500.00 (the "Gold Star Loan" and together with the County Loan, the "Loans"); and

WHEREAS, in connection with the County Loan, Baxter has executed a certain Collateral Mortgage Modification Agreement on even date herewith ("Mortgage Modification"), which Mortgage Modification shall be recorded in the Public Records; and

WHEREAS, in connection with the Gold Star Loan, Baxter has granted Gold Star a valid mortgage encumbering the Property in an original principal amount of \$335,500.00 on even date herewith (“Gold Star Mortgage”), which Gold Star Mortgage shall be recorded in the Public Records; and

WHEREAS, the Lenders desire by this Agreement to set forth their agreements and understandings relative to their respective interests arising under the Loans.

NOW, THEREFORE, in consideration of the foregoing promises and of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. PRIORITY OF LIENS. The Lenders agree that at all times, whether before, after or during the pendency of any bankruptcy, reorganization or other insolvency proceeding involving Baxter and/or B&S, and notwithstanding the priorities which would ordinarily result from the order of the granting of any Lien (as defined herein), or the order of filing of any financing statements, the priorities of the Liens in favor of Gold Star and the County shall be as follows:

(a) The Gold Star Loan shall represent a first priority Lien in the Property, senior to the Lien of the County representing the County Loan, in the aggregate amount not to exceed \$335,500.00; and

(b) The County Loan shall represent a second priority Lien in the Property, subordinate to the Lien of Gold Star representing the Gold Star Loan in the aggregate amount not to exceed \$100,000.00.

(c) The County hereby subordinates the Prior Collateral Mortgage and its lien position in and on the Property to the Gold Star Mortgage and the lien thereof, as if the Gold Star Mortgage had been recorded first in time to the Prior Collateral Mortgage, and so that all Public Records will reflect the Gold Star Mortgage superior in lien to the Prior Collateral Mortgage.

(d) For purposes of this Agreement, “Lien” shall mean any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable law of any jurisdiction).

2. PERFECTION AND DISTRIBUTION.

(a) Each Lender shall perfect or cause to be perfected its security interests in or lien upon the Property and, whether by mortgage filing, Uniform Commercial Code filing, possession or otherwise, and the Borrower shall take such action as may be necessary to permit such perfection.

(b) Any distribution of the proceeds of the Property to the Lenders pursuant to their respective loan agreements with Baxter and/or B&S, however resulting, shall be made to the Lenders according to the priorities herein established. Each Lender shall hold in trust and promptly pay over to the other any funds, including, but not limited to those proceeds resulting from an insurance claim, that it receives other than according to the priorities established by this Agreement.

(c) Baxter agrees that he will not obtain or have outstanding any financing, whether interim or permanent, with respect to the Property other than as provided herein, and the obtaining of such financing from a party other than a Lender to this Agreement shall constitute a breach of this Agreement and of each loan agreement or other agreement between Baxter, B&S and any Lender with respect to a Loan.

3. NOTICE. The Lenders shall each notify one another as soon as is practicable of any material information either one receives regarding the Loans or an event of default under any of the documents executed by Baxter pursuant thereto, or any event which, with the passage of the applicable time period would become such an event of default. Baxter hereby consents to the furnishing of financial information among and between the Lenders, and releases the Lenders from any claims or liability arising from the failure to furnish such information, or from any error in the information furnished.

4. INFORMATION. The Lenders agree to furnish each other with such other information regarding Baxter and/or B&S which at such times may be reasonably requested by the other.

5. TERMINATION. This Agreement is a continuing agreement, and, unless each Party has specifically consented to its earlier termination in writing, this Agreement shall remain in full force and effect in all respects, against each Party, until such time as the claims of such Party are satisfied in full.

6. NO INTEGRATION. This Agreement is intended to supplement, and not to supersede, any note, security agreement, loan agreement, mortgage or other document executed between Baxter, B&S, Gold Star and the County, and shall amend and modify such documents only as specifically set forth herein.

7. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. HEADINGS. Section headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any purpose or affect the construction of the Agreement.

9. NOTICES. Except as otherwise provided herein, any notice or demand required or permitted to be given hereunder shall be delivered personally or by telecopy or by overnight courier or mailed by certified or express mail, return receipt requested, to the following addresses

and shall be deemed to have been received when delivered personally, one (1) Business Day after delivery to overnight courier, or three (3) Business Days after mailing:

If to Gold Star:

Gold Star Mortgage Financial Group, Corporation
100 Phoenix Drive, Suite 300
Ann Arbor, Michigan 48108
Attention: Brian Young

If to the County:

Palm Beach County, Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Attention: Business Division

If to Baxter and/or B&S:

Brian S. Baxter
13617 43rd Road N
West Palm Beach, Florida 33411

10. GOVERNING LAW; CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules. The exclusive venue for any litigation arising out of or relating to this Agreement or the performance of its terms shall be in the courts of the State of Florida, County of Palm Beach.

11. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and no modification, rescission, waiver, release or amendment of any provision of this Agreement nor consent to any departure by any Party therefrom shall in any event be effective unless the same shall be in writing and be duly executed by each of the Parties.

12. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

13. NO WAIVERS. No course of dealing and no delay or omission by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

14. NO THIRD-PARTY BENEFICIARIES. All the covenants and terms of this Agreement are solely for the benefit of the Parties and their successors and assigns, and there are no third parties who are intended to benefit in any way from this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intercreditor and Subordination Agreement on the date first set forth above.

Witnessed by:

GOLD STAR MORTGAGE FINANCIAL GROUP, CORPORATION, a Michigan corporation

Danielle Clancy
Name: Danielle Clancy

By: Janet McClusky
Name: Janet McClusky
Title: CFO

Dan Weimer
Name: Dan Weimer

STATE OF MICHIGAN)
COUNTY OF Washtenaw) SS:


THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2021, by Janet McClusky, as CFO of **GOLD STAR MORTGAGE FINANCIAL GROUP, CORPORATION**, a Michigan corporation, for the corporation.


Kayla Kowalski
Notary Public, State of Michigan
County of Washtenaw
My commission expires 1-28-2027



B&S PROPERTIES OF WPB LLC, a Florida limited liability company

Witnessed by:


Name: Amanda L Martincavage

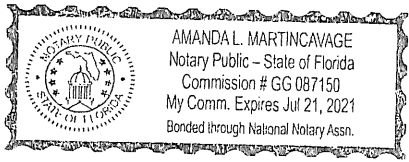
By: 
Brian S. Baxter, Managing Member


Name: DONNA CIZAPERINI

STATE OF FLORIDA
COUNTY OF PALM BEACH) ss:

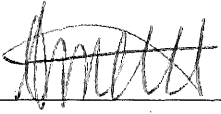
THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization this 10 day of July 2021, by **Brian S. Baxter**, as Managing Member of **B&S Properties of WPB LLC**, a Florida limited liability company. He is personally known to me or has produced a Florida driver's license or valid DL as identification.

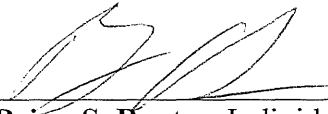
My Commission Expires:

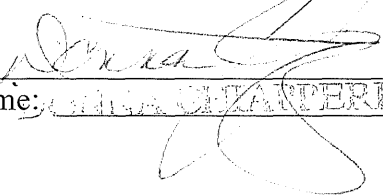



Notary Public, State of Florida

Witnessed by:

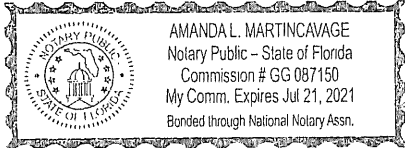

Name: Amanda L. Martinecavage

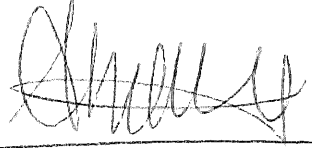

Name: Brian S. Baxter, Individually


Name: AMANDA L. MARTINECAVAGE

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or () online notarization this 10 day of July 2021, by **Brian S. Baxter**, who is () personally known to me or has produce a Florida's driver's license or valid DL as identification.





Signed, sealed and delivered
in the presence of:

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

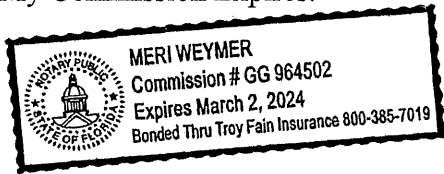
Amanda Hughes
Name: Amanda Hughes

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

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization this 7th day of July, 2021, by **Jonathan B. Brown**, as Director of the Department of Housing and Economic Development of **Palm Beach County, Florida**, a political subdivision of the State of Florida. He is personally known to me or has produced a _____ as identification and who did (did not) take an oath.

My Commission Expires:



Meri Weymer
Notary Public, State of Florida

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

The East 239 feet of the West 1792 feet of the South 239 feet of the North 717 feet of the South one-half (S ½) of Section 9, Township 43 South, Range 41 East, Palm Beach County, Florida.

Subject to an easement to Indian Trail Water Control District for road and drainage purposes over the West 30 feet and the South 30 feet. A/K/A Tract H-315.

The Premises or its address is commonly known as 13617 43rd Road N, West Palm Beach, Florida 33411-8434.

Parcel Identification Number: 00-41-43-09-00-000-7780

FIRST AMENDMENT TO SECTION 108 LOAN AGREEMENT

THIS FIRST AMENDMENT TO SECTION 108 LOAN AGREEMENT (the “**Amendment**”) is made effective as of the 6th day of July, 2021 (the “**Effective Date**”), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an office at Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 (the “**Lender**”); and B&S PROPERTIES OF WPB LLC, a Florida limited liability company, with a business address of 13617 43rd Road N, West Palm Beach, Florida 33411-8434, and FEIN of 84-3166190 (the “**Borrower**”).

RECITALS:

A. The Borrower and the Lender entered into that certain Section 108 Loan Agreement dated March 10, 2020 (the “**Loan Agreement**”), that provided for the extension of credit to the Borrower in the form of a certain U.S. Department of Housing and Urban Development (“**HUD**”) Section 108 loan (the “**Loan**”), in the principal amount of Three Hundred Six Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$306,434.00) (the “**Loan Amount**”).

B. As of the date hereof, the Borrower and the Lender desire to amend the Loan Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the matters set forth in the above Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. All capitalized terms used herein shall, except as modified herein, have the meaning subscribed to them in the Loan Agreement. All references to the “Loan Agreement” set forth in the Loan Documents are hereby deemed to include reference to the Loan Agreement, as hereby amended.

2. Section 1(a) of the Loan Agreement is deleted and replaced in its entirety to state as follows:

“(a) Loan Amount. On the terms and subject to the conditions set forth herein, and relying on the representations and warranties made to the Lender herein and in all other documents referenced hereunder, including this Agreement, the Section 108 Loan Program Agreement, the Section 108 Promissory Note, the Mortgage and Security Agreement, the Collateral Security Mortgage Agreement, the Collateral Security Agreement, the Guaranty Agreement, the Environmental Indemnity Agreement and all other documents required hereunder, *as the same may be amended, supplemented or otherwise modified from time to time* (collectively the “Loan Documents”), the Lender agrees that it shall make the Loan to the Borrower in an aggregate amount equal to and not to exceed the Loan Amount, which Loan shall be evidenced by the Note and which shall be advanced by the Lender as hereinafter provided, and the Borrower agrees to borrow such sum from the Lender.”

3. Section 14(g) of the Loan Agreement is deleted and replaced in its entirety to state as follows:

“(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules. The exclusive venue for any litigation arising out of or relating to this Agreement or the performance of its terms shall be in the courts of the State of Florida, in the County of Palm Beach.”

4. The Borrower represents and warrants to the Lender that the Loan Agreement remains in full force and effect, that no Event of Default or occurrence which with notice and lapse of time would constitute an Event of Default has occurred and is continuing and there exists no defense, offset or counterclaim on the part of the Borrower with respect to any matter arising under or related to the Loan Agreement.

5. The Borrower represents and warrants that the execution, delivery and performance of this Amendment 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. Except as specifically amended hereby, the rest and remainder of the Loan Agreement is hereby ratified and reaffirmed and shall remain in full force and effect.

7. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together constitute one in the same Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

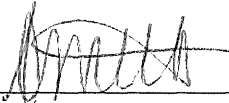
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Section 108 Loan Agreement to be executed as of the day and year first above written.

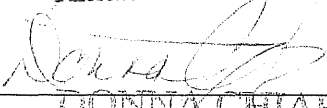
BORROWER:

Witnessed by:

B&S PROPERTIES OF WPB LLC, a Florida limited liability company


Name: Amanda L Martincavage

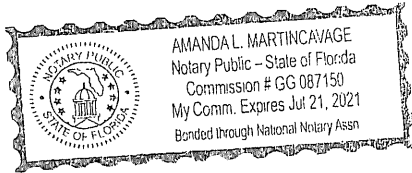
By: 
Brian S. Baxter, Managing Member


Name: DONNA CHIAPPERINI

STATE OF FLORIDA
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 7th day of July 2021, by **Brian S. Baxter**, as Managing Member of **B&S Properties of WPB LLC**, a Florida limited liability company. ~~He is () personally known to me or () has produced a Florida driver's license or~~ VAN IDL as identification.

My Commission Expires:




Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

LENDER:

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

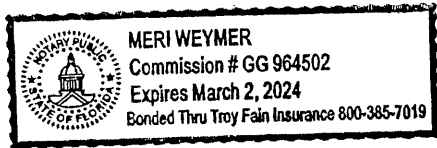
Amanda Hughes
Name: Amanda Hughes

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

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 7 day of July, 2021, by **Jonathan B. Brown**, as Director of the Department of Housing and Economic Development of **Palm Beach County, Florida**, a political subdivision of the State of Florida. He is () personally known to me or () has produced a _____ as identification and who did (did not) take an oath.

My Commission Expires:



Meri Weymer
Notary Public, State of Florida

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

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

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

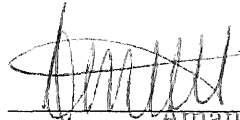
GUARANTOR ADHERENCE


The undersigned Guarantor has caused this First Amendment to Section 108 Loan Agreement to be executed as of the day and year first above written, for purposes of evidencing his/her adherence to this Amendment as it applies to the undersigned as a Guarantor of the Loan as set forth in the Loan Agreement as hereby amended.

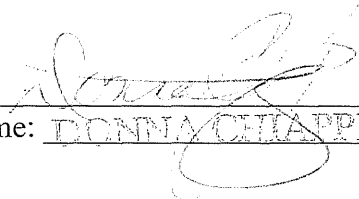
Signed, sealed and delivered
in the presence of:

GUARANTOR:

FOREIGN AUTO SPECIALISTS, INC., a
Florida corporation


Name: Amanda L Martincavage

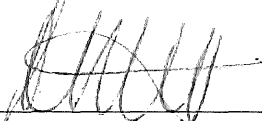
By: 
Brian S. Baxter, President

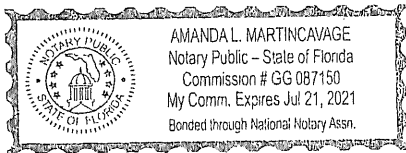

Name: DONNYCHIA PERINI

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 10 day of July 2021, by **Brian S. Baxter**, as President of **Foreign Auto Specialists, Inc.**, a Florida corporation. He is () personally known to me or () has produced a Florida driver's license or valid ID as identification.

My Commission Expires:


Notary Public, State of Florida



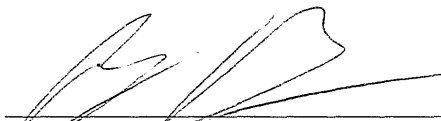
GUARANTOR ADHERENCE

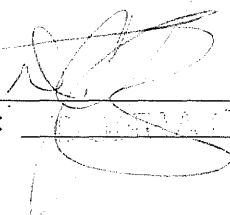
The undersigned Guarantor has caused this First Amendment to Section 108 Loan Agreement to be executed as of the day and year first above written, for purposes of evidencing his/her adherence to this Amendment as it applies to the undersigned as a Guarantor of the Loan as set forth in the Loan Agreement as hereby amended.

GUARANTOR:

Witnessed by:

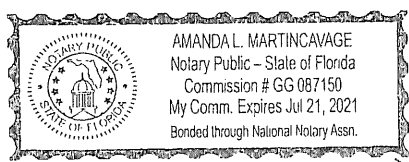

Name: Amanda L Martincavage

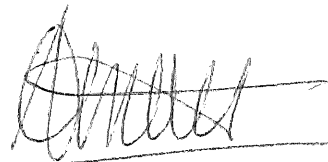

Brian S. Baxter, Individually


Name: AMANDA CHAFFERINI

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 6 day of July 2021, by **Brian S. Baxter**, who is () personally known to me or () has produce a Florida's driver's license or valid DL as identification.





WHEN RECORDED MAIL TO:

Palm Beach County, Florida
c/o Department of Housing and Economic Development
Attn: Business Division
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

COLLATERAL SECURITY MORTGAGE MODIFICATION AGREEMENT

Maximum Principal Indebtedness Not To Exceed \$100,000.00

THIS COLLATERAL SECURITY MORTGAGE MODIFICATION AGREEMENT (hereinafter referred to as the "Agreement") made as of this 6th day of July 2021 by **BRIAN S. BAXTER**, an individual residing at 13617 43rd Road N, West Palm Beach, Florida 33411-8434 (the "Mortgagor" or the "Assignor" as the context so requires); in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, with an office at Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 (the "Mortgagee" or the "Assignee" as the context so requires).

WITNESSETH:

WHEREAS, Mortgagor is the owner in fee simple of certain real property situated in the County of Palm Beach, State of Florida, which is commonly known as 13617 43rd Road N, West Palm Beach, Florida 33411-8434, and is more fully described in Exhibit "A" attached hereto and made a part hereof, together with the buildings and improvements thereon erected or to be erected (hereinafter referred to as the "Premises"); and

WHEREAS, Mortgagor is the Managing Member of B&S Properties of WPB LLC, a Florida limited liability company (the "Borrower") who applied to and obtained from Mortgagee a certain U.S. Department of Housing and Urban Development ("HUD") Section 108 loan (the "Loan") in the principal amount of Three Hundred Six Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$306,434.00) (the "Loan Amount"), in accordance with a certain Loan Agreement dated March 10, 2020 (the "Loan Agreement"), and a certain Section 108 Promissory Note of even date therewith, in the principal sum of the Loan Amount made payable to the order of Mortgagee (the "Note"); and

WHEREAS, as a condition of the Loan, Mortgagor did make, execute and deliver to the Mortgagee a certain Collateral Security Mortgage Agreement dated as of March 10, 2020, and recorded March 20, 2020, in Official Records Book 31314, Page 0532 of the Public Records of Palm Beach County, Florida (the "Mortgage"), encumbering the Premises as described therein; and

WHEREAS, Mortgagor has requested and Mortgagee has agreed to reduce the maximum collateral mortgage amount secured by the Premises to One Hundred Thousand and 00/100 Dollars

(\$100,000.00), and the parties wish to modify and amend the Mortgage on the terms and conditions set forth herein.

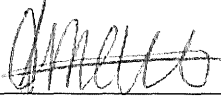
NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto hereby agree to modify the Mortgage as follows:

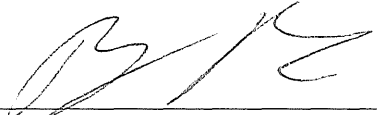
1. The above recitals are true and correct and are incorporated herein by reference.
2. All capitalized terms used herein shall, except as modified herein, have the meaning subscribed to them in the Mortgage. All references to the "Mortgage" set forth in the Loan Documents are hereby deemed to include reference to the Mortgage, as hereby amended.
3. The Mortgage is hereby modified to provide that it shall secure the performance of the covenants contained in the Note together with certain other covenants described and contained in the Mortgage for a maximum principal indebtedness not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).
4. Except as specifically amended hereby, the rest and remainder of the Mortgage is hereby ratified and reaffirmed and shall remain in full force and effect. It is the intention of Mortgagor and the Mortgagee that the execution and delivery of this Agreement evidence merely the modification in certain respects of Mortgagor's obligations under the Mortgage, and not the payment or satisfaction of any indebtedness evidenced by the Note or secured by the Mortgage or the release or impairment of any security for the Loan, or any novation or making of any new loan or loans to Mortgagor, and that all of Mortgagor's indebtedness and obligations, and all security therefor, do and shall continue uninterrupted and in full force and effect unchanged except as expressly modified herein.
5. The Mortgagor represents and warrants to the Mortgagee that the Mortgage remains in full force and effect, that no Event of Default or occurrence which with notice and lapse of time would constitute an Event of Default has occurred and is continuing, and there exists no defense, offset or counterclaim on the part of the Mortgagor with respect to any matter arising under or related to the Mortgage.
6. The Mortgagor represents and warrants to the Mortgagee that the execution, delivery and performance of this Agreement constitutes the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms.
7. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together constitute one in the same Agreement.
8. This Agreement shall be binding upon and shall inure to the benefits of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.


IN WITNESS WHEREOF, the parties have caused this Collateral Security Mortgage Modification Agreement to be executed and delivered by their duly authorized representatives on the day and year first above written.

MORTGAGOR:

Witnessed by:


Name: Amanda L. Martincavage


Name: Brian S. Baxter, Individually

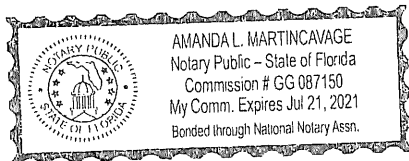

Name: DONNA CHIAPPERINI

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or () online notarization this 7th day of July, 2021, by **Brian S. Baxter**, who is () personally known to me or () has produced a Florida driver's license or valid DL as identification.

My Commission Expires:


Notary Public, State of Florida

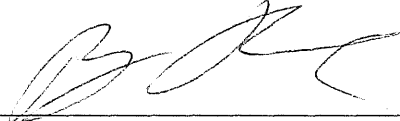


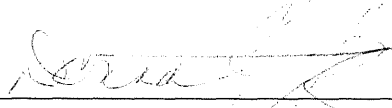
ACKNOWLEDGED & ACCEPTED BY BORROWER:

Witnessed by:

**B&S PROPERTIES OF WPB LLC, a
Florida limited liability company**


Name: Amanda L Martincavage

By: 
Brian S. Baxter, Managing Member

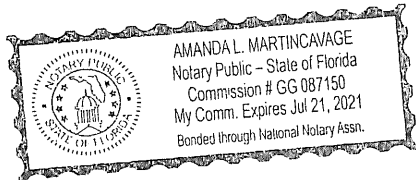

Name: DONNA CHIAPPERINI

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 6 day of July, 2021, by **Brian S. Baxter**, as Managing Member of **B&S Properties of WPB LLC**, a Florida limited liability company. He is () personally known to me or () has produced a Florida driver's license or valid DL as identification.

My Commission Expires:


Notary Public, State of Florida



MORTGAGEE:

Signed, sealed and delivered
in the presence of:

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

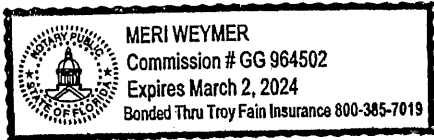
Amadea Hughes
Name: Amadea Hughes

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

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization this 7 day of July, 2021, by **Jonathan B. Brown**, as Director of the Department of Housing and Economic Development of **Palm Beach County, Florida**, a political subdivision of the State of Florida. He is () personally known to me or () has produced a _____ as identification and who did (did not) take an oath.

My Commission Expires:



Meri Weymer
Notary Public, State of Florida

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

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

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

EXHIBIT "A"

THE PREMISES

The East 239 feet of the West 1792 feet of the South 239 feet of the North 717 feet of the South one-half (S ½) of Section 9, Township 43 South, Range 41 East, Palm Beach County, Florida.

Subject to an easement to Indian Trail Water Control District for road and drainage purposes over the West 30 feet and the South 30 feet. A/K/A Tract H-315.

The Premises or its address is commonly known as 13617 43rd Road N, West Palm Beach, Florida 33411-8434.

Parcel Identification Number: 00-41-43-09-00-000-7780

REAFFIRMATION OF GUARANTY AGREEMENT

THE UNDERSIGNED (each hereinafter referred to as the “Guarantor”), in order to induce **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida with an address of Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 (the “Lender”) to reduce the collateral security mortgage indebtedness secured by the Premises set forth in a certain Collateral Security Mortgage Modification Agreement dated of even date herewith, by and between **BRIAN S. BAXTER**, an individual residing at 13617 43rd Road N, West Palm Beach, Florida 33411-8434 (the “Mortgagor”), and Lender, as acknowledged and agreed to by **B&S PROPERTIES OF WPB LLC**, a Florida limited liability company (the “Borrower”), does hereby reaffirm and acknowledge such Guarantor’s continuing obligations under that certain Guaranty Agreement dated March 10, 2020 (the “Guaranty”), pursuant to which such Guarantor guaranteed to Lender the full and prompt payment and performance, when due, whether at stated maturity, acceleration or otherwise, of all obligations of Borrower, under (i) that certain Section 108 Loan Agreement dated March 10, 2020, as amended on even date herewith (the “Loan Agreement”), and (ii) any other mortgage, collateral assignment, security agreement, or other document or instrument executed in connection therewith (collectively, the “Obligations”). The Guaranty also guarantees payment of all expenses incurred in enforcing the Guaranty. All capitalized terms used and not otherwise defined in this Reaffirmation of Guaranty Agreement shall have the respective meanings ascribed to them in the aforesaid Loan Agreement.

The undersigned Guarantor does hereby acknowledge that Lender relied upon the Guaranty in extending credit to Borrower in the form of a certain U.S. Department of Housing and Urban Development (“HUD”) Section 108 loan to Borrower in the maximum principal amount of Three Hundred Six Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$306,434.00) (the “Loan”), as evidenced by the Obligations. The undersigned Guarantor further acknowledges that Lender may, but shall be under no obligation to, obtain from the undersigned from time to time further acknowledgement of such Guarantor’s continuing obligation under the Guaranty, or with respect to any extension of time for the payment of the Obligations or of any amendment of the terms thereof, waive of any default, or forbearance in the exercise of any remedy afforded to Lender by the terms of such Obligations or by law.

The Guaranty shall continue in full force and effect until (a) the Obligations have been satisfied in full, and (b) a period ninety (90) days shall have elapsed during which no proceedings under the U.S. Bankruptcy Code shall have been instituted by or against Borrower.

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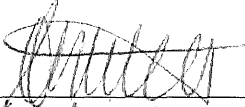
[SIGNATURE PAGE FOLLOWS]

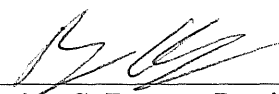
IN WITNESS WHEREOF, the Undersigned have executed this Reaffirmation of Guaranty Agreement as of the 7th day of July, 2021.

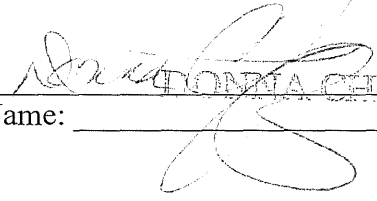
GUARANTOR:

Witnessed by:

FOREIGN AUTO SPECIALISTS, INC., a Florida corporation


Name: Amanda L. Martincavage

By: 
Brian S. Baxter, President

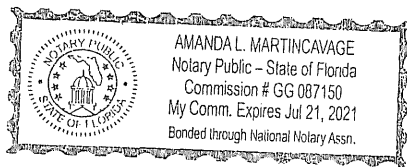

Name: DONNA CHIAPPERINI

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or () online notarization this 7th day of July, 2021, by **Brian S. Baxter**, as President of **Foreign Auto Specialists, Inc.**, a Florida corporation. He is () personally known to me or has produced a Florida driver's license or valid DL as identification.

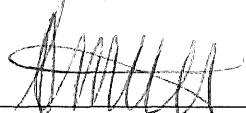
My Commission Expires:



Notary Public, State of Florida

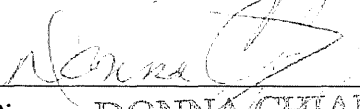


GUARANTOR:

Witnessed by:


Name: Amanda L Martincavage


Name: Brian S. Baxter, Individually


Name: DONNA CHIAPPERINI

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

THE FOREGOING INSTRUMENT was acknowledged before me by means of (X) physical presence or () online notarization this 7th day of July 2021, by **Brian S. Baxter**, who is () personally known to me or (X) has produced a Florida driver's license or Valid DL as identification.

My Commission Expires:


Notary Public, State of Florida

