

**SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND ASSIGNMENT**

THIS SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ASSIGNMENT (“**Amendment**”) is entered into _____, 2023, nunc pro tunc, December 31, 2022, (“**Effective Date**”), by and between Alexis M. Baker, a single woman, Edward B. Baker, III, a single man and Edward B. Baker, III as Personal Representative of the Estate of Stephanie L. Baker, a married woman, as Joint Tenants with Right of Survivorship (collectively, “**Seller**”) and City of Pembroke Pines, a Florida municipal corporation (“**Purchaser**”), and Bunny Bee FL, LLC, a Virginia limited liability company (“**Assignee**”).

RECITALS

A. Purchaser and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated November 25, 2013, as amended from time to time (“**Agreement**”); capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of certain property located in Pembroke Pines, Florida.

B. Purchaser and Seller desire to amend the Agreement as set forth below.

C. Seller desires to assign its interest in the Agreement to the Assignee, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Purchaser, and Assignee agree as follows:

AMENDMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Closing Date.** The Closing Date in Section 1.3 of the Agreement is hereby extended from December 31, 2022 to on or before February 28, 2023.

3. **Miscellaneous.** Except as modified or amended by this Amendment, the parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the party against whom enforcement of such addition or modification is sought.

4. **Counterparts.** This Amendment may be executed in three or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed

facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

5. **Assignment**. Seller hereby assigns all of its interest, rights and obligation in the Agreement to the Assignee. Assignee hereby unconditionally accepts the assignment, conveyance and transfer by Seller of all of Seller’s rights, title and interest in and to the Agreement, as amended, and hereby assumes the obligations of Seller, included but not limited to purchase and sale of real property as described on Exhibit “A” as required by and in accordance with the terms and provisions of the Agreement, as amended.

(Signature Page to Follow)

IN WITNESS WHEREOF, Seller, Purchaser, and Assignee executed this Amendment as of the Effective Date.

WITNESSES:

PURCHASER:

City of Pembroke Pines

Print Name: _____

By: _____

Print Name: _____

SELLER:

Print Name: _____

Alexis M. Baker

Print Name: _____

Print Name: _____

Edward B. Baker, III

Print Name: _____

Print Name: _____

Edward B. Baker, III as Personal Representative of
the Estate of Stephanie L. Baker

Print Name: _____

ASSIGNEE:

BUNNY BEE FL LLC, a Virginia limited liability company

Print Name: _____

By: _____
Title: _____

Print Name: _____

EXHIBIT A
LEGAL DESCRIPTION