

**CERTIFIED COPY OF RESOLUTION  
OF  
BOARD OF DIRECTORS  
APPROVING SALE OF REAL PROPERTY**

We, Maria Scruggs and Cynthia Harris, hereby certify that we are the Chairwoman and Secretary, respectively, of HAPPY WORKERS LEARNING CENTER, INC., a Florida not for profit corporation (the "Corporation") and that the following is a true and correct copy of a resolution duly adopted at a duly called and noticed Meeting of the Board of Directors of the Corporation held on Aug. 29, 2017, at which meeting quorum of the Directors were present:

WHEREAS, the Corporation desires to transfer the real property described on Exhibit "A" attached hereto "the "Property") to R'Club Child Care, Inc., a Florida not for profit corporation (the "Transaction"); and

NOW, THEREFORE, it is resolved that the Chairwoman, is hereby authorized, empowered and directed to execute all papers and instruments necessary to accomplish the Transaction.

IT IS FURTHER RESOLVED, that all prior action taken by any officer of the Corporation in connection with the Agreement and the Transaction contemplated therein is hereby approved and ratified.

We further certify that:

1. The Corporation is in good standing with all license, income, and franchise taxes paid.
2. No proceeding for the dissolution of the Corporation is threatened or in effect.
3. The offices, names and signatures appearing below are the correct offices, names and signatures of the officers of the Corporation:

<u>OFFICE</u>	<u>NAME</u>	<u>SIGNATURE</u>
Chairwoman	Maria Scruggs	<u>Maria L. Scruggs</u>
Vice Chairwoman	Sharon Snow	
Treasurer	Valarie Lee	
Secretary	Cynthia Harris	<u>Cynthia Harris</u>

IN WITNESS WHEREOF, we have affixed our hands as Chairwoman and Secretary of the Corporation and have caused the corporate seal of the Corporation to be affixed as of Aug. 28, 2017.

Maria L. Scruggs  
 Maria Scruggs

Cynthia Harris  
 Cynthia Harris

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**EXHIBIT "A"**

Lots 29, 30, 31, 32, 33, 34, 35 and 36, Block 2 of DALY'S REVISED SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, Page(s) 27, of the Public Records of Pinellas County, Florida.

**Prepared by and Return to:**

Dennis G. Ruppel, Esquire  
Johnson, Pope, Bokor, Ruppel & Burns, LLP  
P.O. Box 1368  
Clearwater, Florida 33757-1368  
Telephone: 727-461-1818

**STATUTORY WARRANTY DEED**

THIS INDENTURE is made on Aug 29, 2017, between HAPPY WORKERS LEARNING CENTER, INC., a Florida not for profit corporation ("Grantor"), whose post office address is 920 19<sup>th</sup> Street S., St. Petersburg, FL 33712, and R'CLUB CHILD CARE, INC., a Florida not for profit corporation ("Grantee"), whose post office address is 4140 49<sup>th</sup> Street N., St. Petersburg, FL 33709.

**W I T N E S S E T H:**

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Pinellas County, Florida:

Lots 29, 30, 31, 32, 33, 34, 35 and 36, Block 2 of DALY'S REVISED SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, Page(s) 27, of the Public Records of Pinellas County, Florida.

Parcel ID #25/31/16/20232/002/0290 and  
25/31/16/20232/002/0310

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2017 and subsequent years.

**Note to Administrator: Consideration for this conveyance is \$10.00.**

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

Signed, sealed and delivered in the presence of:

HAPPY WORKERS LEARNING CENTER, INC., a Florida not for profit corporation

[Signature]  
Signature  
Lurida Gonzalez  
Print name

By: [Signature]  
Maria Scruggs, Chairwoman

[Signature]  
Signature  
Maria Climes  
Print name

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Aug, 2017, by Maria Scruggs, as Chairwoman of Happy Workers Learning Center, Inc., a Florida not for profit corporation. She [is personally known to me] [has produced \_\_\_\_\_ as identification].

[Signature]  
Notary Public  
Print name Karen R. Pandy  
My commission expires:

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**AFFIDAVIT OF NO LIENS  
FROM CORPORATION**

STATE OF FLORIDA        )

COUNTY OF Pinellas )

BEFORE ME, the undersigned authority, personally appeared MARIA SCRUGGS, as Chairwoman of HAPPY WORKERS LEARNING CENTER, INC., a Florida not for profit corporation (the "Corporation"), who, upon being first duly sworn, deposes and says that:

1. The Corporation is the owner of the real property located in Pinellas County, Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").

2. The Property is now in possession of R'Club Child Care, Inc.

3. The Property is free and clear of all liens, encumbrances, demands, rights, options and claims of every nature, kind and description whatsoever, recorded or unrecorded, except for the lien of real estate taxes for the current year and subsequent years and those matters shown as exceptions on Commonwealth Land Title Insurance Company, Commitment For Title Insurance, order #2061-3698068, as from time to time endorsed, bearing an original effective date of May 18, 2017 @ 8:00 a.m. (the "Commitment"), and the Corporation is familiar with all matters disclosed therein.

4. There has been no labor performed on or materials furnished to the Property within the past ninety (90) days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed; and no informal notice of any claim has been received by the Corporation.

5. The Corporation hereby warrants that it has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety (90) days and that there are no unpaid assessments or liens against the Property for improvements thereto by any government, whether or not said assessments appear of record.

6. There are no matters pending against the Corporation in any state or Federal court or other governmental body of which the Corporation is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which could give rise to a lien that would attach to the Property or would adversely affect the title to the Property or the ability of the Corporation to close on the sale of the Property between the date of the Commitment, and the recording of the deed to be insured, and that Affiant has not executed and will not execute any instrument that would adversely affect the title or interest to be insured.

7. There is no outstanding unrecorded contract of sale, deed, conveyance, mortgage or Title I loan affecting the title to the Property.

8. There have been no documents recorded in the Public Records of Pinellas County, Florida, subsequent to the date of the Commitment, which affect title to the Property and the Corporation has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Buyer (as hereinafter defined) and the Title Company (as hereinafter defined) in writing, and the undersigned has no knowledge of any matter affecting title to the Property.

9. This representation is made under oath for the purpose of inducing R'Club Child Care, Inc., a Florida not for profit corporation ("Buyer") to purchase the Property, and First American Title Insurance Company through JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP, its agent ("Title Company"), to insure title to the Property.

10. The Corporation makes and delivers this Affidavit of No Liens fully realizing that the purchaser and Title Company and its agent are relying hereon in order to close such purchase and to insure title to the Property. This Affidavit of No Liens is made with full understanding of all laws relating to affidavits in the state of Florida, and full faith and credit may be given hereto.

11. The Corporation is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations), and the U.S. taxpayer identification number of the Corporation is 27-4826221.

[ SIGNATURE ON FOLLOWING PAGE ]

**EXHIBIT "A"**

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By: Maria Scruggs  
Maria Scruggs

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Aug., 2017, by Maria Scruggs, as Chairwoman of Happy Workers Learning Center, Inc., a Florida not for profit corporation, on behalf of the corporation. She  is personally known to me or  has produced \_\_\_\_\_ as identification and did take an oath.

Karen R. Pandey  
Notary Public  
Print name: Karen R. Pandey  
My commission expires:

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#4046114\_1



ATTORNEY REPRESENTATION ACKNOWLEDGMENT

RE: SELLER: Happy Workers Learning Center, Inc., a Florida  
not for profit corporation

BUYER: R'Club Child Care, Inc., a Florida not for profit corporation

PROPERTY: 942 & 950 19<sup>th</sup> Street S., St. Petersburg, FL

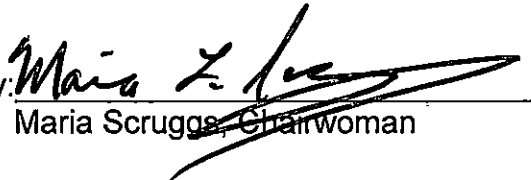
CLOSING DATE: August 29, 2017

CLOSING AGENT: JOHNSON, POPE, BOKOR, RUPPEL, & BURNS, LLP

THE UNDERSIGNED Buyer and Seller hereby acknowledge that the law firm of JOHNSON, POPE, BOKOR, RUPPEL, & BURNS, LLP represents only the Buyer in the above-referenced real estate transaction. Without limiting the foregoing, with the prior knowledge and consent of the parties, and at the request of the Buyer and Seller, COMMONWEALTH LAND TITLE INSURANCE COMPANY, through JOHNSON, POPE, BOKOR, RUPPEL, & BURNS, LLP, as its agent, has agreed to issue an Owner's Title Insurance Policy in the name of the Buyer, and the law firm has agreed to issue said policy.

SELLER:

Happy Workers Learning Center, Inc.  
a Florida not for profit corporation

By:   
Maria Scruggs, Chairwoman

BUYER:

R'Club Child Care, Inc.,  
a Florida not for profit corporation

By: \_\_\_\_\_  
Dennis G. Ruppel, President

ATTORNEY REPRESENTATION ACKNOWLEDGMENT

RE: SELLER: Happy Workers Learning Center, Inc., a Florida  
not for profit corporation

BUYER: R'Club Child Care, Inc., a Florida not for profit corporation

PROPERTY: 942 & 950 19<sup>th</sup> Street S., St. Petersburg, FL

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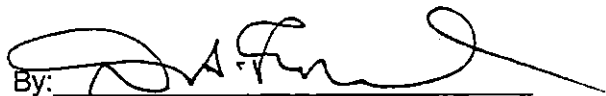
SELLER:

BUYER:

Happy Workers Learning Center, Inc.  
a Florida not for profit corporation

R'Club Child Care,  
a Florida not for profit corporation

By: \_\_\_\_\_

By:  \_\_\_\_\_

Maria Scruggs, Chairwoman

Dennis G. Ruppel, President

ACKNOWLEDGMENT AND COMPLIANCE AGREEMENT

RE: SELLER: Happy Workers Learning Center, Inc., a Florida  
not for profit corporation

BUYER: R'Club Child Care, Inc., a Florida not for profit corporation

PROPERTY: 942 & 950 19<sup>th</sup> Street S., St. Petersburg, FL

CLOSING DATE: August 29, 2017

CLOSING AGENT: JOHNSON, POPE, BOKOR, RUPPEL, & BURNS, LLP

THE UNDERSIGNED Buyer and Seller acknowledge that the following are conditions regarding the transfer of the above captioned property:

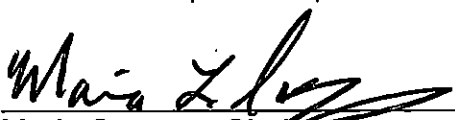
1. They have reviewed all closing documents and that all of the terms and conditions of the transaction have been fully performed.

2. In the event any adjustments or corrections for clerical errors on any of the closing documents are deemed necessary subsequent to closing, they will fully cooperate with the Closing Agent in making certain such closing documents are properly executed after such corrections are made by the Closing Agent.

3. That all utility bills (and condominium assessments, if applicable), including, but not limited to, water, sewer, gas, garbage and electric are the responsibility of the Buyer and Seller and not that of the Closing Agent. All such matters will be handled outside of closing, including any such matters appearing on the Closing Statement.

THIS ACKNOWLEDGMENT is given freely and voluntarily and was not made in reliance upon any statements or representations from JOHNSON, POPE, BOKOR, RUPPEL, & BURNS, LLP, as Closing Agent and Title Insurer, other than those statements set out in the title insurance commitment and subsequent policy.

SELLER:  
  
Happy Workers Learning Center, Inc.  
a Florida not for profit corporation

By:   
Maria Scruggs, Chairwoman

BUYER:  
  
R'Club Child Care, Inc.,  
a Florida not for profit corporation

By: \_\_\_\_\_  
Dennis G. Ruppel, President

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SELLER:

BUYER:

Happy Workers Learning Center, Inc.

R'Club Child Care, Inc.,

a Florida not for profit corporation


By: \_\_\_\_\_

—

Maria Scruggs, Chairwoman

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a Florida not for profit corporation

By:  \_\_\_\_\_

Dennis G. Ruppel, President