

thence South 56 degrees 25 minutes West a distance of 563.03 feet to the point beginning; from the point of beginning continue South 56 degrees 25 minutes West a distance of 186.00 feet; thence North 33 degrees 19 minutes 21 seconds West a distance 295.81 feet; thence North 56 degrees 22 minutes East a distance of 186.00 feet; thence South 33 degrees 19 minutes 21 seconds East a distance of 295.64 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the Property, unto the said Purchaser(s), their heirs and assigns forever.

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,258,000.00) which said purchaser(s) have well and truly paid, in lawful, current funds of the United States of America, the receipt and sufficiency of which is hereby acknowledged and full acquittance granted therefor.

Said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations affecting same, if any.

AS-IS WITHOUT WARRANTIES:

Sellers and Purchasers hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further Purchasers do hereby waive, relieve and release Sellers from any claims or cause of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sales Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, Purchasers acknowledge that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.

NO MINERAL RESERVATION:

The SELLERS herein CONVEY without warranties to the PURCHASER'S herein ALL (100%) of all the Oil, Gas, or other Mineral Rights, in, on, under, or to the property described herein, together with all (100%) of any royalty or mineral interest and all (100%) of any Oil or Gas Income, Royalty payments, delay rental payments, or items or payments being held in escrow pertaining to the oil and all gas and other mineral interest in, on, under, or to the property being conveyed herein. It is the intent that any and all mineral interest or income for the property described herein be owned completely (100%) by the PURCHASER'S herein. Neither Durrett Title, LLC, the Attorney, nor the undersigned Notary Public warrant that a mineral examination has been performed upon the property.

All State and City taxes up to and including the taxes due and eligible for the current tax year are paid as per a research of the tax rolls for the year 2025.

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the hereinabove described property and hereby release me, Notary, from any liability in connection therewith. Property is subject to any fence encroachment which may exist.

The parties to this act take cognizance of the fact that no mortgage, conveyance, paving, sewerage and water lien ordinance research or tax sale certificates in connection with this act of sale have been made, nor were any produced or attached and the parties do hereby relieve and release me, Notary, from any and all liability, responsibility or damage including court costs and attorneys' fees in connection therewith.

The masculine pronoun as used herein shall include the feminine; the singular shall include the plural.

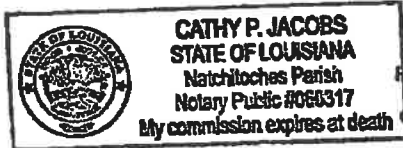
THUS DONE AND PASSED, in the Parish of Natchitoches, State of Louisiana, on the 25th day of February, 2025, in the presence of the undersigned, competent witnesses of lawful age, who hereunto sign their names with the said appearers, and me, Notary, after reading of these presents.

WITNESSES:

Welsey Collins
Name Printed: Welsey Collins
Allischwilkersen
Name Printed: Allischwilkersen

SELLER(S):

Natchitoches Parish Hospital Service District No. 1
BY: [Signature]
Damian K. Solleau, Secretary
Natchitoches Assisted Living, LLC
BY: [Signature]
Damian K. Solleau, Agent



Cathy P. Jacobs
NOTARY PUBLIC
Print Notary Name: Cathy P. Jacobs
Notary Public Number: 066317
Commission Expires: At death

STATE OF KANSAS
COUNTY OF JOHNSON

**SIGNATURE PAGE TO CASH DEED BY AND BETWEEN
1907 AND 1909 SOUTH DRIVE NATCHITOCHES, LA, LLC, AS PURCHASER, AND NATCHITOCHES
PARISH HOSPITAL SERVICE DISTRICT NO. 1 AND NATCHITOCHES ASSISTED LIVING, LLC, AS
SELLER**

THIS DONE AND PASSED at JOHNSON County, State of KANSAS in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole on this 26 day of February, 2025.

WITNESSES:

[Signature]
Name Printed: [Signature]
[Signature]
Name Printed: KRISTIN R. TYSON

PURCHASER(S):

[Signature]
NeuroRehab Care, LLC
BY: [Signature]
Maurice Arbelaez, Member

[Signature]
NOTARY PUBLIC
PRINT NAME: Lisa Krehbiel
BAR ROLL/NOTARY ID NO.:
MY COMMISSION EXPIRES: 6/11/27



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
NATCHITOCHE PARISH HOSPITAL SERVICE DISTRICT NO. 1
AUTHORIZING THE SALE OF PROPERTY**

WHEREAS, Natchitoches Parish Hospital Service District No. 1 (the "District") is a political subdivision of the State of Louisiana; and

WHEREAS, the District owns that certain tract of land bearing municipal address of 1907 and 1909 South Drive, Natchitoches, Louisiana 71457 on which sits a building that was formerly used by the District as an assisted living facility (the "Property"); and

WHEREAS, the Property is no longer in use by the District; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the District to sell the Property for its fair market value; and

WHEREAS, the District, through its Chief Executive Officer, Damian K. Soileau (the "CEO"), has entered into a "Commercial Agreement to Purchase and Sell" the Property to NeuroRehab Care LLC pursuant to such agreement dated October 14, 2024, a copy of which is attached to this Resolution as Exhibit "A" (the "Agreement"); and

WHEREAS, the CEO commissioned an appraisal of the Property; and

WHEREAS, the purchase price of the Property set forth in the Agreement exceeds the appraised value of the Property.

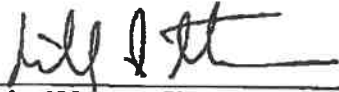
NOW THEREFORE, the Board of Commissioners of Natchitoches Parish Hospital Service District No. 1 does hereby resolve as follows:

RESOLVED, the Property is hereby declared to be "surplus property" as such term is defined by Louisiana law;


FURTHER RESOLVED, that the Agreement is hereby ratified and approved by the District;

FURTHER RESOLVED that the CEO, is hereby authorized to execute any and all documents on the District's behalf upon advice of counsel to fulfill the terms of the Agreement and sell the Property pursuant to the terms set forth therein.

Resolved this 23rd day of October, 2024.



Michael Newton, Chairman of the Board of Commissioners



Damian K. Soileau, Secretary

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
NATCHITOCHESS ASSISTED LIVING L.L.C.
AUTHORIZING THE SALE OF PROPERTY**

WHEREAS, Natchitoches Assisted Living L.L.C. is a political subdivision of the State of Louisiana; and

WHEREAS, Natchitoches Assisted Living L.L.C. owns that certain tract of land bearing municipal address of 1907 South Drive, Natchitoches, Louisiana 71457 on which sits a building that was formerly used by Natchitoches Assisted Living L.L.C. as an assisted living facility; and

WHEREAS, the assisted living facility is no longer in use by Natchitoches Assisted Living L.L.C.; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of Natchitoches Assisted Living L.L.C. to sell the assisted living facility for its fair market value; and

WHEREAS, Natchitoches Assisted Living L.L.C., through its Chief Executive Officer, Damian K. Soileau (the "CEO"), has entered into a "Commercial Agreement to Purchase and Sell" the assisted living facility to NeuroRehab L.L.C. pursuant to such agreement dated February 7, 2025, a copy of which is attached to this resolution as Exhibit "A" (the "Agreement"); and

WHEREAS, the CEO commissioned an appraisal of the assisted living facility; and

WHEREAS, the purchase price of the assisted living facility set forth in the Agreement exceeds the appraisal value of the assisted living facility.

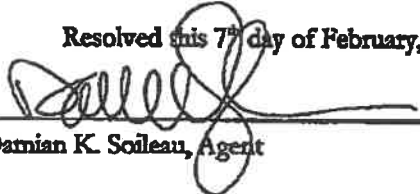
NOW THEREFORE, the Board of Commissioners of Natchitoches Assisted Living L.L.C. does hereby resolve as follows:

RESOLVED, the assisted living facility is hereby declared to be "surplus property" as such term is defined by Louisiana law;

FURTHER RESOLVED, that the Agreement is hereby ratified and approved by Natchitoches Assisted Living L.L.C.

FURTHER RESOLVED, that the CEO is hereby authorized to execute any and all documents on Natchitoches Assisted Living L.L.C.'s behalf upon advice of council to fulfill the terms of the Agreement and sell the assisted living facility pursuant to the terms set forth therein.

Resolved this 7th day of February, 2025.



Damian K. Soileau, Agent

UNANIMOUS CONSENT AGREEMENT
BY ALL MEMBERS OF
1907 AND 1909 SOUTH DRIVE NATCHITOCHEES, LA, LLC

Acting under the laws of the State of Delaware, we, the undersigned, being the Members of 1907 AND 1909 SOUTH DRIVE NATCHITOCHEES, LA, LLC, a Delaware Limited Liability Company organized under the laws of the State of Delaware, domiciled in Dover, Delaware (the "Company"), hereby consent to the following action on the part of the Company:

On behalf of the Company, represented herein by its Managers/Members, Maurice Arbelaez and Brian Arbelaez, the Company hereby authorizes Maurice Arbelaez to act as its certifying official and manager, and as such he is authorized to act on behalf of the Company to buy or sell moveable and/or immovable property and in that capacity enter into and execute any and all sales, contracts, acts of translatiive title, loan agreements, promissory notes, mortgages, security agreements, instruments, agreements, stipulations, leases and other documents on and containing such terms and conditions, including, without limitation, a mortgage or collateral mortgage containing the usual and customary Louisiana security clauses, such as confession of judgment, the granting of the right to executory process, waiver of appraisal, and the pact de non alienando, and to do all other things which he, in his sole and absolute discretion, deems necessary and appropriate in order to carry out the intent and purpose of this resolution.

I hereby certify that a certified copy of the Agreement be filed for record in the Conveyance Records of the Office of the Clerk of Court of Natchitoches Parish, Louisiana, or any other Parish or County wherein the Company owns or subsequently acquires immovable property, and that all persons, firms and corporations transacting business with the Company be and they are hereby authorized and empowered to rely upon the authority set forth hereinabove, until a like Agreement is similarly recorded, revoking or modifying the authority conferred herein.

IN WITNESS WHEREOF, we have hereunto signed our names at JOHNSON
County, State of KANSAS, on this 26 day of February, 2025.

WITNESSES:

Mendy Boray
Print Name:

KRISTIN R TYSON
Print Name:

MEMBERS:

1907 AND 1909 SOUTH DRIVE
NATCHITOCHEES, LA, LLC

Maurice Arbelaez
Maurice Arbelaez, Member

Brian Arbelaez
Brian Arbelaez, Member



Jessie Kachholz
NOTARY PUBLIC

its interest in the Property to any third party, or (g) bound or liable to Tenant under any notice given by Tenant to Landlord or any prior landlord unless notice is also given simultaneously to Lender as required by the terms of this Agreement.

4. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.

5. Tenant from and after the date hereof shall send a copy of any notice or statement of default under the Lease or any notices or statement of any intention to cancel or terminate the Lease by certified mail, return receipt requested to Lender at the address shown above at the same time such notice or statement is sent to Borrower (if such notice or statement is from Tenant to Borrower), or upon Tenant's receipt of such notice or statement from Borrower (if such notice or statement is from Borrower to Tenant), as the case may be. Tenant further agrees that, in the event of any act or omission by Borrower which would give Tenant the right to terminate the Lease or to claim a partial or total eviction (either actual or constructive), or in the event of any other breach or default by Borrower under the terms of the Lease, immediately thereupon, Tenant shall so notify Lender by certified mail, return receipt requested at the address above.

6. Lender shall have the option, within a reasonable time, but not less than thirty (30) days following receipt by Lender of notice as provided in paragraph 5 above, to cure any such act, omission, breach, or default of Borrower described in such paragraph 5, including if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of Lender in lieu of the performance of Borrower and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any such right to terminate or claim eviction or any other rights or remedies available at law or in equity for breach of the Lease or act or omission by Borrower in connection with the Lease, unless and until Tenant has notified Lender as provided in paragraph 6 hereof and until the time for Lender to commence to cure and pursue the cure of such act or omission has elapsed.

7. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

8. Tenant agrees that the Mortgage and the Promissory Note evidencing the indebtedness secured thereby may be increased, replaced, renewed, extended and/or modified from time to time by agreement between Borrower and Lender, and Lender may exercise any one or more of its rights under the Mortgage from time to time at Lender's discretion, all without notice to or consent of Tenant, and this Agreement shall continue in full force and effect as to all such renewals, extensions and/or modifications and all such exercise of rights.

9. In no event shall Lender be personally liable as landlord under the Lease either by virtue of any assignment of the Lease, the exercise of any right thereunder or hereunder, the foreclosure of its lien on the Property, the acquisition of the Property or the collection of any rent under the Lease as Landlord or Mortgagee and Tenant shall look solely to the real estate that is the subject of the Lease and to no other assets of Lender for satisfaction of any liability in respect of the Lease; but Tenant shall have reserved to him all other remedies available to him at law or in equity.

10. Except as otherwise described herein, the Lease has not been amended or modified and is in full force and effect as originally executed, and there are no side letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Subordination Agreement as of the day and year first above written.

Magnolia House, LLC, a Delaware limited liability company

By [Signature]
Name Brian Ankelac
Title Member

WITNESSES:

[Signature]
Print Name: Mendy Borouf
[Signature]
Print Name: KRISTIN R TYSON

State of KANSAS

County of JOHNSON



[Signature]
Notary Public
Lisa Krehbiel
Print Name

My commission expires:

6/11/27

CrossFirst Bank

By Lisa Krehbiel
Name Lisa Krehbiel
Title Private Banker

WITNESSES:

[Signature]
Print Name: 2/20/2025 Cameron Nave

[Signature]
Print Name: Mendi Borczyk

State of Kansas

County of Johnson

[Signature]
Notary Public

Lindsey Opdyke
Print Name

My commission expires:
June 14, 2026

LINDSEY OPDYKE
Notary Public-State of Kansas
My Appt. Expires 06.14.2026

1907 South Drive, Natchitoches, LA 71457:

That certain tract of land situated and located in Section 105, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 3.843 acres, more or less, being a portion of the property as shown on a plat of survey by A. J. Brouillette, Registered Surveyor, dated October 9, 1979 and also per plat of survey by Glen L. Canon, Registered Surveyor, dated June 12, 1997, which tract is described as commencing at Point 1 on said plat of survey and from said point run thence South 43° 51' East a distance of 300 feet to Point 2, from said Point 2 thence South 56°25' West a distance of 749.03 feet to a point of beginning; from the point of beginning continue South, 56°25' West a distance of 445.97 feet; thence North 33°20'09" West a distance of 150.04 feet; thence South 57°13' West a distance of 230 feet; thence North 43°51' West a distance of 44.81 feet to Point 5; from Point 5 run thence North 45°27' West a distance of 100 feet to Point 6; from Point 6 thence run North 56°22' East a distance of 597.18 feet; thence South 33°19'21" East a distance of 295.81 feet, more or less, to the point of beginning.

Parcel No. 8011016730B

AND

1909 South Drive, Natchitoches, LA 71457:

That certain tract of land situated and located in Section 105, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 1.263 acres, more or less, being a portion of the property as shown on a Plat of Survey by A.J. Brouillette, Registered Surveyor, dated October 9, 1979 and also as per plat of Survey by Glen L. Canon, Registered Surveyor, dated June 12, 1997, which tract is described as commencing at Point 1 on said Plat of Survey and from said point, run thence South 43 degrees 51 minutes East a distance of 300 feet to Point 2, from said Point 2, thence South 56 degrees 25 minutes West a distance of 563.03 feet to the point beginning; from the point of beginning continue South 56 degrees 25 minutes West a distance of 186.00 feet; thence North 33 degrees 19 minutes 21 seconds West a distance 295.81 feet; thence North 56 degrees 22 minutes East a distance of 186.00 feet; thence South 33 degrees 19 minutes 21 seconds East a distance of 295.64 feet, more or less, to the point of beginning.

Parcel No. 8011047450B

Geoportal Map



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The Assessor of Natchitoches Parish makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The Assessor retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in Natchitoches Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the Assessors Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.

David Stamey
Natchitoches Parish Clerk of Court
458107

Recorded On: 02/27/2025 02:14 PM



102 West Bayou Street, Suite 1 FARMERVILLE, LA 71241
survey@deltalandsurvey.com deltalandsurvey.com
318-982-8090

NO WORK AFFIDAVIT

I, Wayland B. Morgan, a licensed professional land surveyor in the State of Louisiana, license number 5229, hereby attest on the 25th day of February, in the year of 2025, there has been no work performed or materials delivered to the site of the proposed new construction on property owned by Natchitoches Parish Hospital Service District No. 1, located on 1907 and 1909 South Drive, Natchitoches, Louisiana 71457 (the full property description being shown below).

Affidavit is performed as work is defined by La. R.S. 9:4808

Date and time of inspection: 1:30 P.M., February 25, 2025

Note** Existing Building on Property

DESCRIPTION OF PROPERTY INSPECTED:

That certain tract of land situated and located in Section 105, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 3.843 acres, more or less, being a portion of the property as shown on a plat of survey by A. J. Brouillette, Registered Surveyor, dated October 9, 1979 and also per plat of survey by Glen L. Canon, Registered Surveyor, dated June 12, 1997, which tract is described as commencing at Point 1 on said plat of survey and from said point run thence South 43° 51' East a distance of 300 feet to Point 2, from said Point 2 thence South 56°25' West a distance of 749.03 feet to a point of beginning; from the point of beginning continue South, 56°25' West a distance of 445.97 feet; thence North 33°20'09" West a distance of 150.04 feet; thence South 57°13' West a distance of 230 feet; thence North 43°51' West a distance of 44.81 feet to Point 5; from Point 5 run thence North 45°27' West a distance of 100 feet to Point 6; from Point 6 thence run North 56°22' East a distance of 597.18 feet; thence South 33°19'21" East a distance of 295.81 feet, more or less, to the point of beginning. (1907 South Drive, Natchitoches, LA)

AND

That certain tract of land situated and located in Section 105, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 1.263 acres, more or less, being a portion of the property as shown on a Plat of Survey by A.J. Brouillette, Registered Surveyor, dated October 9, 1979 and also as per plat of Survey by Glen L. Canon, Registered Surveyor, dated June 12, 1997, which tract is described as commencing at Point 1 on said Plat of Survey and from said point, run thence South 43 degrees 51 minutes East a distance of 300 feet to Point 2, from said Point 2, thence South 56 degrees 25 minutes West a distance of 563.03 feet to the point beginning; from the point of beginning continue South 56 degrees 25 minutes West a distance of 186.00 feet; thence North 33 degrees 19 minutes 21 seconds West a distance 295.81 feet; thence North 56 degrees 22 minutes East a distance of 186.00 feet; thence South 33 degrees 19 minutes 21 seconds East a distance of 295.64 feet, more or less, to the point of beginning. (1909 South Drive, Natchitoches, LA)

Wayland Blane Morgan
Wayland B. Morgan, P.L.S.
Professional Land Surveyor No.5229
Delta Land Surveying, L.L.C.
102 West Bayou St., Suite 1
Farmerville, LA 71241

Subscribed and sworn to before me

This 25th day of February, 2025

ASamy

NOTARY

My commission expires _____

