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Coweta County, Georgia Records

Stephen Leasure  
Assistant Secretary and Deputy General Counsel  
Encompass Health Corporation  
9001 Liberty Parkway  
Birmingham, AL 35242

STATE OF GEORGIA

COUNTY OF COWETA

**LEASE TERMINATION AGREEMENT (NEWNAN)**

THIS LEASE TERMINATION AGREEMENT is made and entered into as of the 31<sup>st</sup> day of December, 2024 by and between **COWETA COUNTY DEVELOPMENT AUTHORITY**, a public body corporate and politic created and existing under the laws of the State of Georgia (hereinafter referred to as the “**Issuer**”), and **PIEDMONT HEALTHCARE ENCOMPASS HEALTH REHABILITATION HOSPITAL OF NEWNAN, LLC**, a Delaware limited liability company, and successor by name change to HealthSouth Rehabilitation Hospital of Newnan, LLC (hereinafter referred to as “**Lessee**”).

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

WHEREAS, the Issuer previously issued its Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014, in the not to exceed amount of \$25,000,000 (the “**Bonds**”);

WHEREAS, the proceeds of the Bonds were used by the Issuer to finance, in whole or in part, the acquisition, construction and equipping of an inpatient rehabilitation hospital located in Coweta County, Georgia (the “**Project**”);

WHEREAS, pursuant to Lease Agreement, dated as of September 1, 2014 (as amended from time to time, the “**Lease Agreement**”), by and between the Issuer and the Lessee, the Issuer leased the Project to the Lessee; and

WHEREAS, Issuer and Lessee desire to terminate the Lease Agreement and to extinguish all duties and obligations of the parties thereto, excluding any duties or obligations that survive termination of the Lease Agreement such as indemnification of the Issuer.

NOW, THEREFORE, in consideration of the premises, the mutual promises, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective as of December 31, 2024, the Lease Agreement is and shall be terminated and of no further force and effect except for any provisions that survive the termination of the Lease Agreement such as the indemnification of the Issuer.

2. The Lessee does hereby fully, irrevocably and unconditionally release and forever discharge Issuer and Issuer's successors-in-title and assigns from any and all obligations, liabilities, claims, causes of action, debts, damages and amounts due whatsoever, in law and in equity, which Lessee ever had, now has or may in the future have against Issuer or Issuer's successors-in-title and assigns relating to or arising out of the Lease Agreement.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, Issuer and Lessee have signed and sealed this Lease Termination Agreement as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**ISSUER:**

DEVELOPMENT AUTHORITY OF COWETA  
COUNTY

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

My Commission Expires:


\_\_\_\_\_  
[NOTARIAL SEAL]

**LESSEE:**


PIEDMONT HEALTHCARE ENCOMPASS HEALTH  
REHABILITATION HOSPITAL OF NEWNAN, LLC


By: PIEDMONT ENCOMPASS REHABILITATION  
HOSPITALS, LLC

By: ENCOMPASS HEALTH CORPORATION  
Its Manager

By:   
Name: Robert W. McCallum, III  
Title: Vice President

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 3/3/27

[NOTARIAL SEAL]

