

NOTICE OF EXPIRATION OF NEWNAN LEASE AGREEMENT

Coweta County Development Authority
Newnan, Georgia

The Bank of New York Mellon Trust Company, N.A.
Atlanta, Georgia

Re: Not to exceed \$25,000,000 Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014

To the Addressees:

In 2014, 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 (the “*Lessee*”) proposed the acquisition, construction and equipping of an inpatient rehabilitation hospital located in Newnan, Georgia (the “*Project*”).

In order to assist the Lessee with the Project, on September 26, 2014, the Coweta County Development Authority (the “*Issuer*”) issued its not to exceed \$25,000,000 Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014 (the “*Bonds*”) for the purpose of acquiring the Project and leasing the Project to the Lessee pursuant to that certain 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.

Pursuant to Section 5.1 of the Lease Agreement, the Lease Term shall expire on midnight of December 31, 2024 (the “*Lease Term Expiration Date*”). Pursuant to Section 11.1(b) of the Lease Agreement, you are hereby notified that the Lessee intends to exercise its right to terminate the Lease Agreement and purchase the Project leased to the Lessee under the Lease Agreement on the Lease Term Expiration Date.

Pursuant to Article XII of the Lease Agreement, on the Lease Term Expiration Date, (i) the Lessee will purchase the Project from the Issuer for a purchase price of \$10.00 plus the related costs and expenses (including reasonable attorney’s fees) incurred by the Issuer in connection with the Lessee’s exercise of such option, and (ii) the Lessee will return to the Trustee all of the Bonds outstanding marked “Paid in Full” by the owners thereof (or by duly appointed attorney-in-fact of such owners).

The Lessee hereby requests that the Issuer (i) execute and deliver conveyance documents in accordance with Section 11.4 of the Lease Agreement, including but not limited to a limited warranty deed and bill of sale, and (ii) terminate the Lease Agreement effective on the Lease Term Expiration Date.

This 17th day of December, 2024.

**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

[Notice of Termination of Lease Agreement]