

AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

The undersigned, being first duly sworn, deposes and says:

1. The undersigned, **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 "**Bondholder**") is entitled to the possession and is the sole legal and beneficial owner and registered owner of the following bonds:

- (i) Bond R-1 designated as Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014, dated September 26, 2014 in the amount of \$15,000,000;
- (ii) Bond R-2 designated as Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014, dated December 5, 2014 in the amount of \$3,000,000; and
- (iii) Bond R-3 designated as Coweta County Development Authority Taxable Revenue Bonds (HealthSouth Rehabilitation Hospital of Newnan, LLC Project), Series 2014, dated December 21, 2015 in the amount of \$2,900,000 (collectively, the "**Original Bonds**").

2. The Bondholder has reason to believe that the Original Bonds have been lost, stolen, or destroyed and are no longer in the possession of the Bondholder. The Bondholder has searched diligently for the Original Bonds and, notwithstanding such search, has been unable to locate, find, or recover the same.

3. Neither the Bondholder nor any representative of the Bondholder has sold, assigned, hypothecated, pledged, or otherwise transferred or disposed of the Original Bonds or any interest in the Original Bonds. Neither the Bondholder nor any representative of the Bondholder has endorsed the Original Bonds or executed any bill of sale, bond power, pledge, security agreement, or any other document of conveyance that transfers or purports to transfer the Original Bonds or any interest in the Original Bonds.

4. The Bondholder is entitled to full and exclusive possession of the Original Bonds. No person, firm, corporation, agency, or government other than the Bondholder has any right, title, claim, equity, or interest in, to, or respecting the Original Bonds or the proceeds thereof.

5. The Bondholder hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing, the Coweta County Development Authority (the "**Issuer**") and its paying agents and registrars and The Bank of New York Mellon Trust Company, N.A., as

trustee (the "*Trustee*") to (1) refuse to recognize any person other than the Bondholder as the owner of the Original Bonds and to refuse to make any payment, transfer, delivery, or exchange called for by the Original Bonds to any person other than the Bondholder and to refuse to take any other action pursuant to the request or demand of any person other than the Bondholder and (2) issue a new or duplicate or definitive revenue bond registered in the name of the Bondholder in substitution for the Original Bonds, or to make the payment, transfer, registration, delivery, or exchange called for by the Original Bonds without the surrender thereof for cancellation.

6. If the Bondholder should locate, find, or recover the Original Bonds, the Bondholder will immediately surrender the same to the Issuer for cancellation without requiring any consideration therefor and notify the Trustee in writing of the same.

7. The Bondholder covenants and agrees, for itself and its successors and assigns, in consideration of compliance with the foregoing request, to indemnify and hold the Issuer and the Trustee and all of the Issuer's and Trustee's members, officers, employees, representatives, agents, successors, and assigns, and any and all individuals, firms, or corporations as may now or hereafter be acting on the Issuer's and Trustee's behalf as transfer agent, depository, registrar, trustee, fiscal or paying agent, redemption agent, or as agent in any other capacity, free and harmless from and against any and all actions and suits, whether groundless or otherwise, and from and against any and all losses, damages, costs, charges, attorney's fees, payments, expenses, and liabilities whatsoever that any of them may sustain or incur by reason of any matter or thing arising out of the purported loss, theft, or destruction of the Original Bonds or otherwise arising out of or relating to their compliance with the request of the Bondholder herein set forth.

8. The undersigned (i) is an authorized officer (indicated by the title set forth below) of the Bondholder, and as such and in such capacity is fully authorized to execute this affidavit and agreement of indemnity on behalf of the Bondholder and (ii) hereby represents and warrants that the indemnity contained herein constitutes the Bondholder's legal, valid and binding obligation enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditors' rights generally and (ii) general principles of equity; and hereby waives any defenses based upon the invalidity of such representations and warranties.


[Signatures on the Following Page]

DATED: December 20, 2024

**PIEDMONT HEALTHCARE ENCOMPASS
HEALTH REHABILITATION HOSPITAL OF
NEWNAN, LLC**

By: **PIEDMONT ENCOMPASS REHABILITATION
HOSPITALS NEWNAN, LLC**

By: **ENCOMPASS HEALTH CORPORATION**
Its Manager

By: 
Name: Stephen D. Leasure
Title: Assistant Secretary

The foregoing instrument was subscribed and sworn to before me this 20 day of December, 2024, by Stephen D. Leasure, Assistant Secretary, who is to me personally known and known to me to be an officer of the corporation therein named and who at the same time acknowledged the execution thereof to be the free act and deed of such corporation for the uses and purposes therein mentioned and that she was duly authorized by such corporation to execute the foregoing instrument.

(SEAL)


Notary Public

My Commission Expires: 3/3/27

