

## **ADVANCED COSTS REIMBURSEMENT AGREEMENT**

**THIS ADVANCED COSTS REIMBURSEMENT AGREEMENT** (the "Agreement") is by and between the EPIC DEVELOPMENT, INC. a Delaware corporation, ("EPIC"), COLUMBIA MEDICAL CENTER OF DENTON SUBSIDIARY, LP, a Texas limited partnership, doing business as MEDICAL CITY DENTON ("MEDICAL CITY DENTON"), and the CITY OF DENTON, a Texas home-rule municipal corporation, ("DENTON").

### **R E C I T A L S**

**WHEREAS**, the Texas Municipal Power Agency ("TMPA") owns, and the CITY maintains, under a separate agreement with TMPA, a 138Kv electric transmission line ("Transmission Line") located on an property owned by EPIC and which is burdened with an easement for the location of the Transmission Line with the same being depicted on the attached Exhibit "A" ("Property"); and

**WHEREAS**, the easement for the Transmission Line was granted by EPIC to TMPA on November 29, 1993 and recorded in the Denton County Real Property Records under Document No. 94-R0007256 ("Easement" and a copy of the same is attached as Exhibit "B"); and

**WHEREAS**, the Easement states that "Grantee shall have the right to remove or prevent the construction of any or all buildings, structures and obstructions within such easement. If any such buildings, structures or obstructions are hereafter constructed or permitted by Grantor to exist within the easement without prior written consent of Grantee then Grantee shall have the right to remove the same and Grantor agrees to pay to Grantee the reasonable cost of such removal."; and

**WHEREAS**, the required ground clearance of the Transmission Line, as set by the National Electric Safety Code, has been compromised by the unauthorized dumping of dirt within the boundaries of the Easement as depicted on Exhibit "C"; and

**WHEREAS**, the CITY has notified MEDICAL CITY DENTON of the need to restore the required ground clearance and the cost for the CITY to do the same at a total cost of \$98,000.00;

**WHEREAS**, MEDICAL CITY DENTON has determined that it is more cost effective to have the CITY remove the dirt, grade out the Property and restore the required ground clearance of the Transmission Line; and

**WHEREAS**, the CITY, at a total cost of \$98,000.00, will remove the dirt, grade the Property and restore the required ground clearance of the Transmission Line; and

**WHEREAS**, the CITY will be responsible for paying the contractor who completed the work on its behalf; and

**WHEREAS**, MEDICAL CITY DENTON has agreed to reimburse the CITY, and EPIC guaranty the payment to the CITY, for the total cost of the dirt removal and restoration of the ground clearance of the Transmission Line;

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Recitals.** EPIC, MEDICAL CITY DENTON, and CITY are in full and complete agreement with the recitals set forth above and the obligations imposed on EPIC under the Easement.

**Section 2. Payment Obligation of MEDICAL CITY DENTON.** MEDICAL CITY DENTON will pay to CITY the amount of \$98,000.00 in accordance with the terms of the promissory note attached as Exhibit "D" and will execute the same contemporaneously with the execution of this Agreement.

**Section 3. Guaranty Obligation of EPIC.** EPIC will guaranty MEDICAL CITY DENTON's payment obligation in accordance with the terms of the guaranty attached as Exhibit "D" and will execute the same contemporaneously with the execution of this Agreement.

**Section 4. Governing Law; Remedies; No Waiver.** This Agreement and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Texas. Any action or judicial proceeding arising out of this Agreement shall be filed and prosecuted in Denton County, Texas, and MEDICAL CITY DENTON and EPIC consent to such venue. MEDICAL CITY DENTON and EPIC agree to pay all reasonable costs of collection if incurred by CITY, including, but not limited to, attorneys' fees. If any suit or action is instituted to enforce this Agreement, MEDICAL CITY DENTON and EPIC agree to pay, in addition to the costs and disbursements otherwise allowed by law, all expenses of CITY incurred in collection. This includes, but is not limited to, subject to any limits under applicable law, CITY's actual attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. If not prohibited by applicable law, MEDICAL CITY DENTON and EPIC will also pay any court costs, in addition to all other sums provided by law. All rights or remedies of CITY hereunder or otherwise available at law or in equity shall be cumulative, and no one right or remedy shall be deemed exclusive of the other, or any other right or remedy conferred by law or equity. No failure on the part of CITY to exercise, and no delay in exercising, any right, power or remedy will operate as a waiver thereof, nor will any single or partial exercise by CITY of any right, power or remedy preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

**Section 5. Amendment; Assignment.** This Agreement shall not be altered or otherwise amended except by an instrument in writing signed by all parties. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or otherwise transferred by MEDICAL CITY DENTON or EPIC without the prior written consent of CITY, which consent CITY can withhold in its sole and absolute discretion, and any purported assignment or other transfer without such consent shall be void and of no force and effect.

**Section 6. Notices.** Unless otherwise provided in this Agreement, any and all notices required or permitted under this Agreement, the Promissory Note, or the Guaranty shall be in writing and given by mail, facsimile, or in person to the parties at the address set forth below:

**CITY (Proper notice to CITY is when notices are delivered to both addresses listed below):**

City of Denton  
c/o Denton Municipal Electric  
1659 Spencer Rd  
Denton, Texas 76205  
Attention: General Manager  
Fax (940) 349-7334

**AND**

City of Denton  
c/o City Attorney's Office  
215 E. McKinney St.  
Denton, Texas 76201  
Fax (940) 382-7923

**EPIC:**

Epic Development, Inc.  
P.O. Box 570  
Nashville, Texas 37202-0570  
Fax (940) \_\_\_\_\_ - \_\_\_\_\_

**MEDICAL CITY DENTON:**

Columbia Medical Center of Denton Subsidiary, LP  
3535 S. Interstate 35 East  
Denton, Texas 76210-6850  
Fax (940) \_\_\_\_\_ - \_\_\_\_\_

If notice is given in person, such notice shall be deemed delivered upon personal delivery. If notice is given by facsimile, such notice shall be deemed delivered upon confirmation of transmittal. If notice is given by mail, such notice shall be deemed to have been delivered five (5) days following deposit in U.S. mail, postage prepaid, certified mail, return receipt requested. Any party may change its notice address by giving notice to the other party as provided in this Section 8.

**Section 7. No Third Party Beneficiaries.** Nothing in this Agreement shall be interpreted or construed as creating any rights or privileges of any kind whatsoever in persons or entities who are not parties to this Agreement. Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, or other similar relationship between the parties hereto.

**Section 8. Entire Agreement; Construction.** This Agreement, Promissory Note and Guaranty constitute the final and complete expression of the parties with respect to the subject matter hereof, and replace and supersede all prior understandings with respect thereto. This Agreement, Promissory Note and Guaranty have been negotiated by MEDICAL CITY DENTON, EPIC and CITY, and their respective legal counsel, and the parties specifically agree that any legal or equitable principles that might require the construction of this Agreement, Promissory Note or Guaranty, or any provision of this Agreement, Promissory Note or Guaranty, against the party drafting will not apply in any construction or interpretation of this Agreement, Promissory Note or Guaranty. The section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

**Section 9. Authority.** The signatories to this Agreement, Promissory Note and Guaranty represent that they have the power and requisite authority to bind the respective party to perform the obligations set out in this Agreement, Promissory Note, and Guaranty.

**A. MEDICAL CITY DENTON.** MEDICAL CITY DENTON represents, warrant, covenants and agrees that it has the full, complete, and absolute authority to enter into this Agreement and Promissory Note; that it is a Texas limited partnership organized under the laws of the State of Texas and is in good standing under Texas law; that this Agreement and Promissory Note have been duly authorized by its board of directors and any other body, person, or entity whose approval is required; and that this Agreement and Promissory Note are binding and enforceable agreements of and against MEDICAL CITY DENTON in accordance with their terms.

**B. EPIC.** EPIC represents, warrant, covenants and agrees that it has the full, complete, and absolute authority to enter into this Agreement and Guaranty; that it is a Delaware corporation organized under the laws of the State of Delaware, is in good standing under Delaware law; is duly authorized to

conduct business in the State of Texas law; that this Agreement and Guaranty have been duly authorized by its board of directors and any other body, person, or entity whose approval is required; and that this Agreement and Guaranty are binding and enforceable agreements of and against EPIC in accordance with their terms.

**C. CITY.** CITY represents, warrant, covenants and agrees that it has the full, complete, and absolute authority to enter into this Agreement and accept the obligations due it under both the Promissory Note and Guaranty; that it is a Texas home-rule corporation organized under the laws of the State of Texas and is in good standing under Texas law; and that this Agreement, Promissory Note, and Guaranty have been duly authorized by its council

**Section 10. Counterparts.** For the convenience of the parties hereto, this Agreement may be executed, including by facsimile signature, in one or more counterparts, each identical to the other, so long as the counterparts in a set contain the signatures of all the parties to this Agreement, and shall bind the parties when each party has received a set containing the signature of all.

**Section 11. Effective Date.** The effective date of this Agreement is the date the same is executed by the CITY.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first herein above written.

----- Signature Pages Follow -----

**EPIC DEVELOPMENT, INC.**, a Delaware corporation

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COLUMBIA MEDICAL CENTER OF DENTON SUBSIDIARY, LP**, a Texas limited partnership, by and through its general partner, **COLUMBIA NORTH TEXAS SUBSIDIARY, GP, LLC**, a Texas limited liability company

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF DENTON**, a Texas home-rule municipal corporation

By: \_\_\_\_\_  
**Todd, Hileman, City Manager**, under  
the authority of Ordinance No. 2017 -  
\_\_\_\_\_ .

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

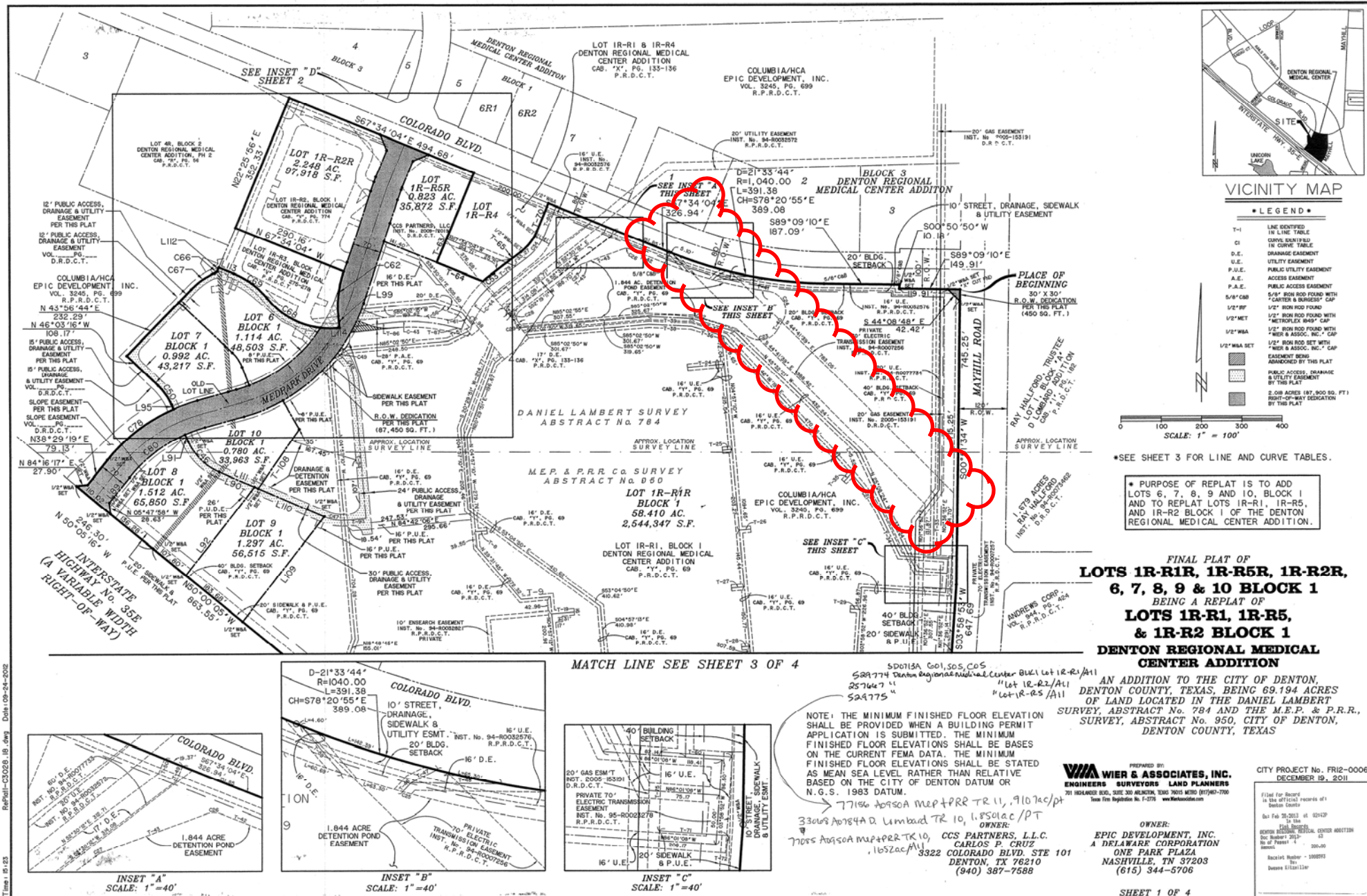
By: \_\_\_\_\_  
**Jennifer Walters, City Secretary**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
**Aaron Leal, Interim City Attorney**



**EXHIBIT A**  
**TO**  
**ADVANCED COSTS REIMBURSEMENT AGREEMENT**



**EXHIBIT B**  
**TO**  
**ADVANCED COSTS REIMBURSEMENT AGREEMENT**

EASEMENT

TEXAS MUNICIPAL POWER AGENCY  
(TMPA)

STATE OF TEXAS §  
§  
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That Epic Development, Inc.

of Denton County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by the Texas Municipal Power Agency, a municipal corporation and political subdivision of the State of Texas, which is located two and one-half miles north of Carlos, Texas on FM 244, and whose mailing address is P.O. Box 7000, Bryan, Texas 77805, hereinafter called "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto Grantee an easement and right of way for the purpose of erecting, operating, maintaining and servicing thereon one or more electric power and/or communication lines, each consisting of a variable number of wires, and all necessary or desirable appurtenances, attachments and complete supporting structures, including foundations, guy wires and guy anchorages, and structural components over, across and upon that real property situated in Denton County, Texas, and more particularly described as follows:

ATTACHED AS "EXHIBIT A"

Grantee shall have the right to construct, operate, improve, reconstruct, increase or reduce the capability, repair, relocate, inspect, patrol, maintain or remove such lines within such easement as Grantee may from time to time find necessary, convenient or desirable to erect thereon and all rights necessary or convenient for full use of the above grant, including reasonable access over, across and upon the above referenced land to such easement.

Grantee shall have the right to trim or remove trees and shrubbery to the extent necessary, in the sole judgement of Grantee, to prevent possible interference with the operation of such lines or to remove possible hazards thereto, together with the right to put gates in existing fences within such easement.

Grantee shall have the right to remove or prevent the construction of any or all buildings, structures and obstructions within such easement. If any such buildings, structures or obstructions are hereafter constructed or permitted by Grantor to exist within the easement without prior written consent of Grantee then Grantee shall have the right to remove the same and Grantor agrees to pay to Grantee the reasonable cost of such removal.

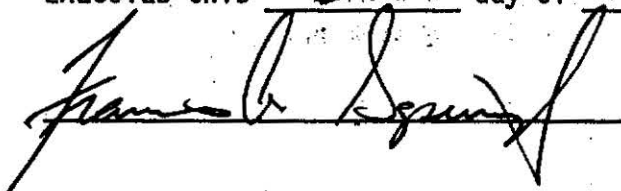
Grantee shall have no right to fence or enclose such easement or to use it for any purpose other than as set out above. The right of the Grantor to use the above described land, including the portion within the easement, for all other purposes that will not interfere with the exercise of the rights of Grantee is reserved to the Grantor, including the right to use the same for general agricultural and grazing purposes, to erect or maintain fences not more than 8

feet high across such easement, provided that gates or openings 12 feet wide or more are installed therein, to provide Grantee reasonable access to all parts of such easements; and to lay out, dedicate, construct, maintain and use such roads, streets, alleys, railroad tracks, underground telephone cables and conduits, and oil, gas, water and sewer pipelines as will not interfere with the rights of Grantee; provided that all such facilities shall be properly grounded, and shall be so constructed as to provide with respect to Grantee's lines and other facilities the minimum clearances provided by law, and recognized as standard in the electrical industry.

TO HAVE AND TO HOLD the above easement and right of way unto Grantee, its successors and assigns, until all of such lines and supporting structures shall have been completely abandoned and no future use of the same contemplated by Grantee, and in that event such easement and right of way shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors and assigns; and is binding upon the Grantor, Grantor's heirs, and legal representatives, to warrant and forever defend the above described easement and right of way unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The right hereby granted is severable and may be assigned either in whole or in part.

EXECUTED this 29<sup>th</sup> day of NOVEMBER, A.D. 19 93.



EPIC DEVELOPMENT, INC. - FAC. MGR.


THE STATE OF TEXAS     §  
                                     §  
COUNTY OF DALLAS     §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANCIS A. SAPIENZA known to me to be the person        whose name        subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of NOVEMBER A.D., 19 93.

(Seal)



  
Notary Public  
My Commission expires 7/8/97



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING 3.469 acres of land located in the DANIEL LAMBERT SURVEY, Abstract No. 784 and the M. E. P. & P. R. R. COMPANY SURVEY Survey, Abstract No. 950, Denton County, Texas, being a portion of a tract of land described in deed to Epic Development, Inc., recorded in Volume 3245, Page 699 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a point in the North right-of-line of Colorado Boulevard (an 80 foot wide right-of-way) as shown by the plat recorded in Cabinet F, Page 125 of the Plat Records of Denton County, Texas, lying N 85°59'23"W, 75.69 feet and N 04°00'37"E, 40.00 feet from the intersection of the centerline of said Colorado Boulevard (an 80 foot wide right-of-way) and the centerline of Mayhill Road (a 120 foot wide right-of-way);

THENCE N 85°59'23"W along the North right-of-way line of said Colorado Boulevard (an 80 foot wide right-of-way), 70.06 feet to a point;

THENCE N 01°38'37"E, 131.87 feet to a point;

THENCE N 44°39'55"W, 887.47 feet to a point;

THENCE N 67°32'19"W, 874.74 feet to a point in the Northeast right-of-way line of said Colorado Boulevard (an 80 foot wide right-of-way)

THENCE along the Northeast right-of-way line of said Colorado Boulevard (an 80 foot wide right-of-way) as follows:

N 39°28'16"W, 10.06 feet to the Beginning of a Curve to the Left;

NORTHWESTERLY, 80.05 feet along said Curve to the Left, having a radius of 640.00 feet, a central angle of 07°10'00" and a chord bearing N 43°03'16"W, 80.00 feet to a point in the Northeast line of a 70 foot wide Texas Municipal Power Agency easement described in Volume 1822, Page 312 of the Real Property Records of Denton County, Texas;

THENCE N 39°28'16"W along the Northeast right-of-way line of said 70 foot wide easement, 89.50 feet to a point;

THENCE S 67°32'19"E, 1025.86 feet to a point;

THENCE S 44°39'55"E, 957.30 feet to a point;

THENCE S 01°38'37"W, 164.70 feet to the PLACE OF BEGINNING, containing 3.469 acres (151,103 square feet) of land.

TRACT 2  
E. P. JESKE  
VOL. 1386, PG. 377  
R.P.R.D.C.T.

SCALE: 1" = 100'

EPIC DEVELOPMENT, INC.  
VOL. 3245, PG. 699  
R.P.R.D.C.T.

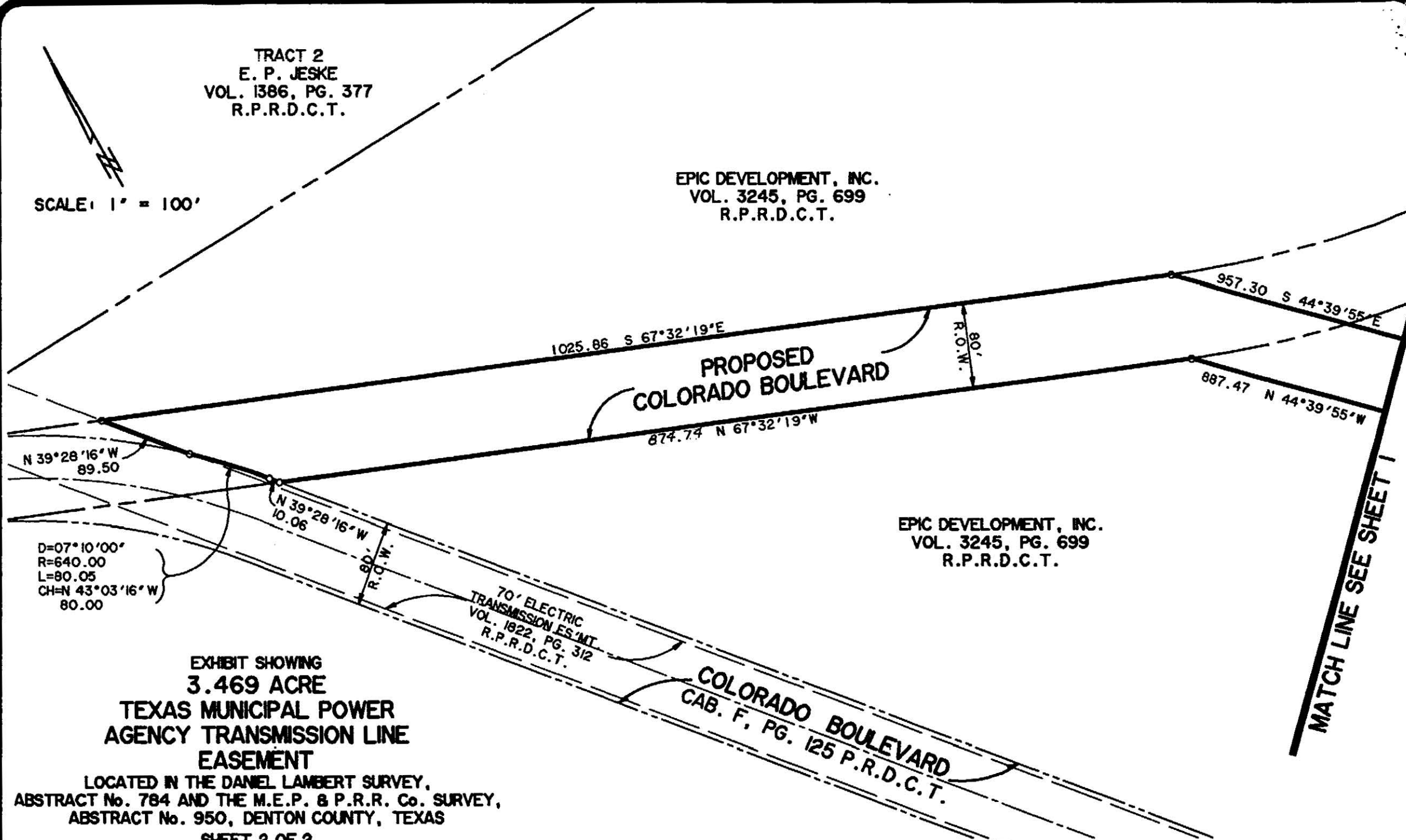


EXHIBIT SHOWING  
3.469 ACRE  
TEXAS MUNICIPAL POWER  
AGENCY TRANSMISSION LINE  
EASEMENT

LOCATED IN THE DANIEL LAMBERT SURVEY,  
ABSTRACT No. 784 AND THE M.E.P. & P.R.R. Co. SURVEY,  
ABSTRACT No. 950, DENTON COUNTY, TEXAS

SHEET 2 OF 2

WMA AND ASSOCIATES, INC.

D. LOMBARD ADDITION

LOT I  
BLOCK A

ANDREW CORPORATION  
VOL. 3108, PG. 668  
R.P.R.D.C.T.

ANDREW CORPORATION  
VOL. 944, PG. 424  
R.P.R.D.C.T.

ANDREW CORPORATION  
VOL. 3047, PG. 767  
R.P.R.D.C.T.

FUTURE LOOP 288

LOT I  
BLOCK B

PLACE OF  
BEGINNING

PROPOSED  
COLORADO BOULEVARD

MAYHILL ROAD

COLORADO BOULEVARD  
CAB. F. PG. 125  
P.R.D.C.T.

EPIC DEVELOPMENT, INC.  
VOL. 3245, PG. 699  
R.P.R.D.C.T.

EPIC DEVELOPMENT, INC.  
VOL. 3245, PG. 699  
R.P.R.D.C.T.

EXHIBIT SHOWING  
3.469 ACRE  
TEXAS MUNICIPAL POWER  
AGENCY TRANSMISSION LINE  
EASEMENT

LOCATED IN THE DANIEL LAMBERT SURVEY,  
ABSTRACT No. 784 AND THE M.E.P. & P.R.R. Co. SURVEY,  
ABSTRACT No. 950, DENTON COUNTY, TEXAS

SHEET 1 OF 2

MATCH LINE SEE  
SHEET 2

70' ELECTRIC  
TRANSMISSION ES'MT.  
VOL. 1822, PG. 312  
R.P.R.D.C.T.

SCALE: 1" = 100'



Filed for Record in:  
DENTON COUNTY, TX  
HONORABLE TIM HODGES  
/COUNTY CLERK  
On 1994/01/27  
At 10:59A  
Number: 94-R0007256  
Type: EAS 19.00

TEXAS MUNICIPAL POWER AGENCY  
ATTN: LAND DEPARTMENT  
P O BOX 7000  
BRYAN, TEXAS 77805

**EXHIBIT C**  
**TO**  
**ADVANCED COSTS REIMBURSEMENT AGREEMENT**



Colorado Blvd

Roy M Joseph Medical

Pockrus to  
Spencer  
Transmission Line

LabCorp

Denton Heart Group

Colorado Blvd

Colorado Blvd

Colorado Blvd

S Mayhill Rd

Area to be graded

Medical City Denton

S Mayhill Rd

**EXHIBIT D**  
**TO**  
**ADVANCED COSTS REIMBURSEMENT AGREEMENT**

# PROMISSORY NOTE AND GUARANTY

## Basic Information

Date: \_\_\_\_\_, 2017

Obligated Party: **COLUMBIA MEDICAL CENTER OF DENTON  
SUBSIDIARY, LP**, a Texas limited partnership

Obligated Party's Mailing Address:

3535 S. Interstate 35 East  
Denton, Texas 76210-6850

Payee: **CITY OF DENTON**, a Texas home-rule municipal corporation

Place for Payment: 215 E. McKinney St., Denton, Texas 76201 or as otherwise directed by Payee.

Principal Amount: NINETY EIGHT THOUSAND DOLLARS AND NO CENTS (\$98,000.00)

Maturity Date: August 1, 2022

Annual Interest Rate on Matured, Unpaid Amounts: Highest allowed by law.

Terms of Payment: The Principal Amount is due and payable in equal monthly installments of ONE THOUSAND SIX HUNDRED AND THIRTY THREE DOLLARS AND 34/CENTS (\$1,633.34), on the 1<sup>st</sup> day of each month, beginning September 1, 2017 and continuing until the unpaid principal has been paid in full.

Security for Payment: None.

## Promise to Pay

Obligated Party promises to pay to the order of Payee the Principal Amount. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Obligated Party promises to pay any unpaid amount at the Annual Interest Rate on Matured, Unpaid Amounts.

## **Defaults and Remedies**

A default exists under this note if (1) Obligated Party defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Obligated Party fails to timely pay or perform any obligation or covenant in any written agreement between Payee and Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Payee and Obligated Party is materially false when made; (4) a receiver is appointed for Obligated Party; (5) a bankruptcy or insolvency proceeding is commenced by Obligated Party or a partnership of which Obligated Party is a general partner; (6) (a) a bankruptcy or insolvency proceeding is commenced against Obligated Party or a partnership of which Obligated Party is a general partner and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; or (7) Obligated Party or a partnership of which Obligated Party is a general partner is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Obligated Party or a partnership of which Obligated Party is a general partner.

Upon the occurrence of a default under this note, Payee may declare the unpaid principal balance and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

## **Waivers**

Obligated Party waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, (7) rights, if any, under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code. And (8) and rule 31 of the Texas Rules of Civil Procedure.

## **Attorney's Fees**

Obligated Party also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Obligated Party will pay Payee these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

## **Usury Savings**

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal

Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

**OBLIGATED PARTY:**

**COLUMBIA MEDICAL CENTER OF DENTON SUBSIDIARY, LP**, a Texas limited partnership, by and through its general partner, **COLUMBIA NORTH TEXAS SUBSIDIARY, GP, LLC**, a Texas limited liability company

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **GUARANTY**

For value received, EPIC DEVELOPMENT, INC., a Delaware corporation, ("EPIC") absolutely, irrevocably, and unconditionally guarantee payment of this note according to its terms to the same extent as if it was the Obligated Party on this note. EPIC waives all demands and all notices, including notice of intention to accelerate maturity, notice of acceleration of maturity, notice of nonpayment or default, presentment for payment, protest, notice of protest, suit, and diligence. EPIC also waives any notice of and defense based on the extension of time of payment or change in methods of payment and consent to all renewals, extensions, and other adjustments in the manner of payment of this note and any transfer of this note to any third party. This is an unconditional guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. EPIC waives defenses based on suretyship and all requirements of law, if any, that any collection efforts be made the Obligated Party or that any action be brought against the Obligated Party before resorting to this guaranty, including rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

## **GUARANTOR**

**EPIC DEVELOPMENT, INC.**, a Delaware corporation

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

P.O. Box 570

Nashville, Texas 37202-0570

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.