

WARRANTY DEED

T8390

The City of Laramie, Wyoming, a municipal corporation, successor in interest to the Town of Laramie City, a municipality incorporated under the territorial laws of the State of Wyoming, Grantor, whose address is P.O. Box C, Laramie, Wyoming 82073, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and WARRANTS to LPWC Holding LLC, a Wyoming close limited liability company, Grantee, whose address is 204 McCollum Drive, Suite 104, Laramie, Wyoming 82070, the following described real property, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

The West 543 feet of the North 475 feet of W1/2 NE1/4 Section 34, Township 16 North, Range 73 West of the 6th P.M., City of Laramie, Albany County, Wyoming **EXCEPTING THEREFROM THE** West 33 feet thereof, as conveyed to the Trustees of the University of Wyoming, a Body Corporate in Warranty Deed from the City of Laramie, a Municipal corporation, successor to the Town of Laramie City, a municipality incorporated under the territorial laws of the State of Wyoming recorded December 14, 1960 in Book 109 of Photo Records at page 206.

TOGETHER with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and improvements thereon, any and all fixtures of a permanent nature thereon, and any and all easements, rights of way, and other rights appurtenant thereto;

SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

RESERVING unto the Grantor, its successors and/or assigns, an easement for a road for the use of the public over and across the North 50 feet of the land conveyed herein, lying outside of Harney Street as shown on the plat of Richards Park 2nd Addition to the City of Laramie, filed November 17, 1994 as Instrument No. 896555.

SUBJECT to the following **restrictive covenants** limiting and restricting the use of the real property described herein:

- (i) Grantees shall complete the construction of a professional medical building on the real property no later than November 1, 2007;
- (ii) The real property shall be used primarily for professional health care office facilities for a period of ten (10) years following the construction of a professional medical office building on the real property;
- (iii) The real property shall not be subdivided. This restriction shall not prohibit either (1) the expansion of existing, or construction of new, buildings on the real property, or (2) the use of condominium ownership of the real property and any buildings constructed thereon;
- (iv) The maximum ratio of building area (footprint) to the total size of the real property shall not exceed thirty percent (30%), exclusive of parking and loading areas. The building footprint, all parking, driveways, and loadings areas, when combined, may not exceed seventy percent (70%) of the total parcel size;

- (v) Grantee shall demonstrate to the City that, in addition to the eight hundred thousand dollars (\$800,000.00) per year (one million six hundred thousand dollars (\$1,600,000.00) over two years) of uncompensated or reduced fee medical care now being provided to indigent, Medicaid and Medicare patients, health care providers practicing in the facilities located on the real property shall have provided not less than an additional two hundred thousand (\$200,000) in the aggregate, of uncompensated or reduced fee medical care to indigent, Medicaid and Medicare patients for the entire period beginning on the date of occupancy and ending on December 31, 2009;
- (vi) On or before December 31, 2009, Grantee of the real property shall demonstrate to City that health care providers practicing in the facilities located on the real property have increased their employment to a total of not less than thirty-six (36) employees providing health care services in the facilities located on the real property, of which eight (8) shall be physicians. Of the eight (8) physicians, two (2) shall not be practicing in Albany County, Wyoming as of November 1, 2005;
- (vii) On or before December 31, 2009, Grantee of the real property shall demonstrate to City that health care providers practicing in the facilities located on the real property have increased their total aggregate payroll for the entire period beginning on the date of occupancy of the medical facilities on the real property and ending on December 31, 2009, in an aggregate amount of not less than four hundred thirty thousand dollars (\$430,000.00); and
- (viii) Grantee of the real property shall defend and hold harmless City and their officers, agents, employees, successors and assignees from any cause of action or claims or demands arising directly or indirectly from the sale of this property to LPWC pursuant to Wyo. Stat. § 15-1-112(b).

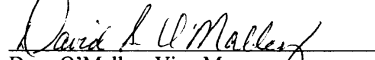
These **restrictive covenants** are for the sole benefit of Grantor, and shall not be enforceable by any third party, and unless otherwise stated herein, shall not be enforceable after ten years following November 1, 2007. Grantor's sole remedy in the event of a breach of any **restrictive covenant** is as follows: In the event that any, or all, of the foregoing **restrictive covenants** are breached by the Grantee or its successors and assigns, Grantee shall pay to Grantor the sum of four hundred thirty thousand dollars (\$430,000.00), together with the cost of collection including attorneys' fees and costs, not later than thirty (30) days following the failure to timely satisfy any of those requirements. In no event shall Grantee or its successors and assigns be required to pay more than a total amount of four hundred thirty thousand dollars (\$430,000.00). Upon the compliance with the above conditions by Grantee or its successors and assigns, the Grantor shall sign and record a release indicating that the **restrictive covenants** are no further force and effect.

WITNESS my hand this 28th day of April, 2006.

ATTEST:


Sue Morris-Jones, CMC
City Clerk

GRANTOR:


Dave O'Malley, Vice-Mayor
of the City Council

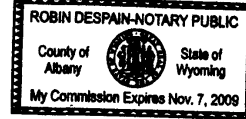
STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by ^{Vice} Jodi Guerin and Sue Morris-Jones, the Mayor and City Clerk of the City of Laramie, Wyoming, this 26th day of April, 2006.

Witness my hand and official seal.

Robin Despain
Notary Public

My Commission expires: 11-7-09



LPWC Holding, LLC, a Wyoming close limited liability company, the Grantee herein, accepts and acknowledges the reservations, restrictions and conditions contained above.

WITNESS my hand this 27th day of April, 2006

LPWC Holding LLC, a Wyoming close
Limited liability company

John D. Bragg
By: John D. Bragg, M.D., Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Warranty Deed was acknowledged before me by John D. Bragg, M.D., Member of LPWC Holding LLC, a Wyoming close limited liability company on this 27th day of April 2006.

WITNESS my hand and official seal.

Tammy J. Powell
Notary Public

My commission expires: _____



CORRECTED
WARRANTY DEED

The City of Laramie, Wyoming, a municipal corporation, successor in interest to the Town of Laramie City, a municipality incorporated under the territorial laws of the State of Wyoming, Grantor, whose address is P.O. Box C, Laramie, Wyoming 82073, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and WARRANTS to LPWC Holding LLC, a Wyoming close limited liability company, Grantee, whose address is 204 McCollum Drive, Suite 104, Laramie, Wyoming 82070, the following described real property, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming:

The West 543 feet of the North 475 feet of W1/2NE1/4NE1/4 Section 34, Township 16 North, Range 73 West of the 6th P.M., City of Laramie, Albany County, Wyoming EXCEPTING THEREFROM THE West 33 feet thereof, as conveyed to the Trustees of the University of Wyoming, a Body Corporate in Warranty Deed from the City of Laramie, a Municipal corporation, successor to the Town of Laramie City, a municipality incorporated under the territorial laws of the State of Wyoming recorded December 14, 1960 in Book 109 of Photo Records at page 206.

TOGETHER with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and improvements thereon, any and all fixtures of a permanent nature thereon, and any and all easements, rights of way, and other rights appurtenant thereto;

SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

RESERVING unto the Grantor, its successors and/or assigns, an easement for a road for the use of the public over and across the North 50 feet of the land conveyed herein, lying outside of Harney Street as shown on the plat of Richards Park 2nd Addition to the City of Laramie, filed November 17, 1994 as Instrument No. 896555.

SUBJECT to the following **restrictive covenants** limiting and restricting the use of the real property described herein:

- (i) Grantees shall complete the construction of a professional medical building on the real property no later than November 1, 2007;
- (ii) The real property shall be used primarily for professional health care office facilities for a period of ten (10) years following the construction of a professional medical office building on the real property;
- (iii) The real property shall not be subdivided. This restriction shall not prohibit either (1) the expansion of existing, or construction of new, buildings on the real property, or (2) the use of condominium ownership of the real property and any buildings constructed thereon;
- (iv) The maximum ratio of building area (footprint) to the total size of the real property shall not exceed thirty percent (30%), exclusive of parking and loading areas. The building footprint, all parking, driveways, and loadings areas, when combined, may not exceed

seventy percent (70%) of the total parcel size;

- (v) Grantee shall demonstrate to the City that, in addition to the eight hundred thousand dollars (\$800,000.00) per year (one million six hundred thousand dollars (\$1,600,000.00) over two years) of uncompensated or reduced fee medical care now being provided to indigent, Medicaid and Medicare patients, health care providers practicing in the facilities located on the real property shall have provided not less than an additional two hundred thousand (\$200,000) in the aggregate, of uncompensated or reduced fee medical care to indigent, Medicaid and Medicare patients for the entire period beginning on the date of occupancy and ending on December 31, 2009;
- (vi) On or before December 31, 2009, Grantee of the real property shall demonstrate to City that health care providers practicing in the facilities located on the real property have increased their employment to a total of not less than thirty-six (36) employees providing health care services in the facilities located on the Property, of which eight (8) shall be physicians. Of the eight (8) physicians, two (2) shall not be practicing in Albany County, Wyoming as of November 1, 2005;
- (vii) On or before December 31, 2009, Grantee of the Property shall demonstrate to City that health care providers practicing in the facilities located on the real property have increased their total aggregate payroll for the entire period beginning on the date of occupancy of the medical facilities on the Property and ending on December 31, 2009, in an aggregate amount of not less than four hundred thirty thousand dollars (\$430,000.00); and
- (viii) Grantee of the real property shall defend and hold harmless City and their officers, agents, employees, successors and assignees from any cause of action or claims or demands arising directly or indirectly from the sale of this property to LPWC pursuant to Wyo. Stat. § 15-1-112(b).

These **restrictive covenants** are for the sole benefit of Grantor, and shall not be enforceable by any third party, and unless otherwise stated herein, shall not be enforceable after ten years following November 1, 2007. Grantor's sole remedy in the event of a breach of any **restrictive covenant** is as follows: In the event that any, or all, of the foregoing **restrictive covenants** are breached by the Grantee or its successors and assigns, Grantee shall pay to Grantor the sum of four hundred thirty thousand dollars (\$430,000.00), together with the cost of collection including attorneys' fees and costs, not later than thirty (30) days following the failure to timely satisfy any of those requirements. In no event shall Grantee or its successors and assigns be required to pay more than a total amount of four hundred thirty thousand dollars (\$430,000.00). Upon the compliance with the above conditions by Grantee or its successors and assigns, the Grantor shall sign and record a release indicating that the **restrictive covenants** are no further force and effect.

This Corrected Warranty Deed is given to correct that certain Warranty Deed is executed to correct that certain Warranty Deed recorded April 28, 2006 as Document #: 2006-

WITNESS my hand this 13th day of October, 2006.



TESTE
Jackie R. Gonzales
Jackie R. Gonzales, CMC
City Clerk

GRANTOR:
Jodi C. Guerin
Jodi Guerin, Mayor and President
of the City Council

City Attorney's Office
approval as to form:

G. Just
Date: 8-31-06

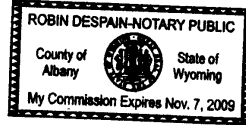
*****WHEN RECORDED RETURN TO: City of Laramie City Clerk, P.O. Box C, Laramie, WY 82073

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Jodi Guerin and Sue Morris-Jones, the Mayor and City Clerk of the City of Laramie, Wyoming, this 3 day of October, 2005.

Witness my hand and official seal.

Robin Despain
Notary Public



My Commission expires 11-7-2009.

LPWC Holding LLC, a Wyoming close limited liability company, the Grantee herein, accepts and acknowledges the foregoing Corrected Warranty Deed and the reservations, restrictions and conditions contained herein.

WITNESS my hand this 3 day of October, 2006.

LPWC Holding LLC, a Wyoming Close Limited Liability Company

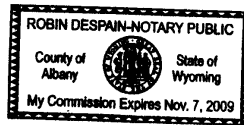
John D. Bragg
By: John D. Bragg, M.D., Member

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by John D. Bragg this 3 day of October, 2006.

Witness my hand and official seal.

Robin Despain
Notary Public



My Commission expires 11-7-2009.