

QUIT CLAIM DEED

THIS INDENTURE, between the Red Wing Port Authority, a Development Agency, a public body corporate and politic ("Grantor"), and Fairview Red Wing Health Services, a Minnesota non-profit corporation ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of One and no/100 dollars (\$1.00) and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Goodhue and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

Lot 9, Block 1; Lot 1, Block 2; and Lot 2, Block 4; Med Tech Park Subdivision, according to the plat thereof on file and of record in the office of the Goodhue County Recorder.

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging in anyway appertaining, to the said Grantee, its successors and assigns, forever,

Provided:

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into by and between Grantor and Grantee, on the 14th day of December, 1998, identified as "Development Agreement" (hereafter referred to as the "Agreement") and that Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a Certificate of Completion releasing Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent Grantee from mortgaging this Property in order to obtain funds for erecting improvements on the Property in

shall not have any right to re-enter the Property or re-vest in Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

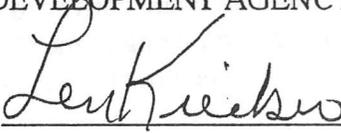
This Deed is also given subject to provisions of the ordinances, building and zoning laws of the City of Red Wing, State and Federal laws and regulations insofar as they affect this real estate.

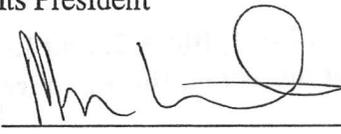
SECTION 5

The Seller (Grantor) certifies that the Seller (Grantor) does not know of any wells on the described real property.

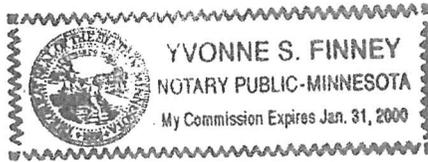
IN WITNESS WHEREOF, Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed as of this 7th day of June 1999.

RED WING PORT AUTHORITY,
A DEVELOPMENT AGENCY

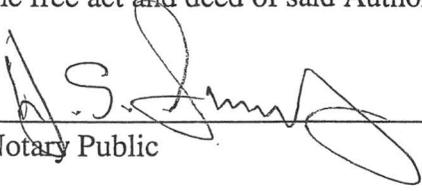
By: 
Its President

By: 
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF GOODHUE)



On this 7th day of June, 1999, before me, a notary public within and for Goodhue County, personally appeared Len Kiecker and Myron White to me personally known who by me duly sworn, did say that they are the President and Executive Director of the Red Wing Port Authority, a Development Agency, Red Wing, Minnesota (the "Authority") named in the foregoing instrument; that the seal affixed to said instrument is the seal of said Authority; that said instrument was signed and sealed on behalf of said Authority pursuant to a resolution of its governing body; and said President and Executive Director acknowledged said instrument to be the free act and deed of said Authority.



Notary Public

This instrument was drafted by:

Dorsey & Whitney LLP (MEH)
220 S. 6th Street
Minneapolis, Minnesota 55402

Tax statements for the real property
should be sent to:
Grantee Name and Address:

Fairview Red Wing Health Services
1407 West Fourth Street
Red Wing, MN 55066

EXHIBIT F

QUIT CLAIM DEED

THIS INDENTURE, between the Red Wing Port Authority, a Development Agency, a public body corporate and politic ("Grantor"), and Fairview Red Wing Health Services, a Minnesota non-profit corporation ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of One and no/100 dollars (\$1.00) and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Goodhue and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

NEED PLATTED LEGAL DESCRIPTION OF PARCEL 1

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging in anyway appertaining, to the said Grantee, its successors and assigns, forever,

Provided:

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into by and between Grantor and Grantee, on the ____ day of _____ 199_, identified as "Development Agreement" (hereafter referred to as the "Agreement") and that Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a Certificate of Completion releasing Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent Grantee from mortgaging this Property in order to obtain funds for erecting improvements on the Property in conformity with the Agreement under any applicable development program and applicable provisions of the zoning ordinance of the City of Red Wing, Minnesota, or for the refinancing of the same.

It is specifically agreed that Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in Article IV of the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the

provisions of the Agreement, Grantor will furnish Grantee with an appropriate instrument so certifying. Such certification by Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Goodhue County, Minnesota. If Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, Grantor shall, within thirty (30) days after written request by Grantee, provide Grantee with a written statement indicating in adequate detail in what respects Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain such certification.

SECTION 2.

In the event that, subsequent to conveyance of the Property to Grantee and prior to the date Grantee is entitled to issuance of the Certificate of Completion:

(a) subject to Unavoidable Delays, Grantee fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from Grantor to Grantee to do so or if such failure, abandonment or suspension is not reasonably curable within such 30-day period, such longer period as may be reasonably necessary; or

(b) subject to Unavoidable Delays Grantee fails to cure any default under the Agreement within 30 days after receipt of notice of Event of Default; or

(c) there is, in violation of the Agreement, any transfer of the Property;

then Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in Grantor the estate conveyed pursuant to the deed to Grantee, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to Grantee shall be made upon, and that any instrument conveying title from Grantor to Grantee of the Property shall contain, a condition subsequent to the effect that in the event of any default on the part of Grantee and failure on the part of Grantee to remedy, end, or abrogate such default within the period and in the manner stated in the Agreement, Grantor at its option may declare a termination in favor of Grantor of the title, and of all the rights and interests in and to the Property conveyed to Grantee, and that such title and all rights and interests of Grantee, and

any assigns or successors in interest to and in the Property, shall revert to Grantor.

SECTION 3.

Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that Grantee and such successors and assigns shall, until the Termination Date (as defined in the Agreement):

(a) Not discriminate on the basis of race, color, creed, national origin, or sex in the sale, lease, rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof;

(b) Comply with the provisions of the Agreement, including, without limitation, relating to insurance coverage.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land until the Termination Date as defined in the Agreement, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding until the Termination Date, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, Grantor against Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor without regard to whether Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revert in Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

This Deed is also given subject to provisions of the ordinances, building and zoning laws of the City of Red Wing, State and Federal laws and regulations insofar as they affect this real estate.

