

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") made this ____ day of _____, 2004 ("Effective Date") by and between Columbia St. Mary's, Inc., a Wisconsin not-for-profit corporation ("Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation (the "City").

RECITALS

A. The City is the owner of vacant real property at 2275 North Lincoln Memorial Drive, Milwaukee, Wisconsin, Tax Key No. 356-0111-000, and part of such property is available to lease to Tenant more particularly shown on the Helipad Location Plan, attached hereto and incorporated herein as **Exhibit A** (the "Property").

B. Tenant operates a tertiary hospital with a nationally recognized burn program. Other hospitals (primarily located in eastern Wisconsin but also located throughout Wisconsin and neighboring states) transfer critical burn patients to Columbia St. Mary's hospital after stabilization. The most efficient method of transferring these patients to Columbia St. Mary's hospital is the Flight for Life helicopter program.

C. In order to accommodate the takeoff and landing activities of the Flight for Life helicopter, Tenant operates a helipad at its existing hospital. This helipad is located along the west side of Lake Drive approximately 600 feet north of North Avenue. Flight for Life uses the helipad two to three times each month. Transfers out of Columbia St. Mary's hospital to another facility occur but are extremely rare.

D. Tenant intends to construct a new hospital to replace its existing facilities. Construction of the replacement hospital will require that Tenant temporarily close and relocate the existing helipad. During the relocation of its existing helipad, Tenant must operate a temporary helipad ("Temporary Helipad") in order to provide emergency air transport of critical burn patients to Columbia St. Mary's burn treatment unit.

E. Tenant has identified the area between the base of the bluff located east of Wahl Avenue and west of Lincoln Memorial Drive as the only area within a two (2) mile radius of the existing hospital that currently meets the FAA requirements. Tenant intends to locate the Temporary Helipad on part of the Property bearing an address of 2275 North Lincoln Memorial Drive.

NOW, THEREFORE, in consideration of the above clauses, the parties agree to enter into a lease for the Property under the following terms and conditions:

1. Leased Premises. The City leases the Property to Tenant and Tenant agrees to lease such Property with any of its faults and defects.

2. Term. The term shall be for three (3) years commencing on the Effective Date and terminating September 30, 2007 ("Initial Term"), unless sooner terminated as provided herein.

3. Extension. This Lease may be extended for two (2) years upon application to the City's Board of Zoning Appeals ("BOZA") for a continued special use permit and review and approval by BOZA of such application, and demonstrated progress on Tenant's permanent helipad for Tenant's new hospital. Such extension period shall be on the same terms and conditions as the Initial Term. In no event shall this Lease extend beyond the date when the permanent helipad for Tenant's new hospital is constructed and fully functional with all necessary approvals obtained by Tenant including but not limited to all required occupancy permits and FAA approvals.

4. Rent. Rent is \$1,000.00 per year. Rent shall be payable in advance on or before the first day of October of each year during the term, and tendered to the City of Milwaukee Water Works, 841 North Broadway, Milwaukee, Wisconsin 53202, ATTN: Superintendent.

5. Use of the Property. Tenant shall use the Property solely for conduct of Flight for Life helicopter touchdown and liftoff, and transfer of injured/emergency patients to vehicles for further transport to Columbia St. Mary's burn treatment unit and for access to the Temporary Helipad. Any change in use of the Property must receive prior written approval by the City.

6. Status of Improvements. Tenant shall make no substantial improvements upon the Property other than those improvements listed on **Exhibit B**, without the prior written consent of the City. Tenant shall construct the improvements on the Property in accord with the submissions as approved by BOZA's grant of a special use permit and the Helipad Location Plan attached hereto as **Exhibit A**, and the Temporary Helipad Landscape Reclamation Plan attached hereto and incorporated herein as **Exhibit C**. Tenant shall be responsible for installation of a warning light on top of the pump station, outside of the parameters of the Property, if required for Tenant to operate its helipad within the Property. In the event Tenant installs such warning light, the installation and any maintenance or repair of the warning light shall require twenty-four (24) hour notice to the City before access and payment by Tenant for City staff time required to accompany Tenant employees or contractors.

7. Termination and Vacation.

(a) Tenant shall vacate the Property on or before the expiration of this Lease.

(b) Vacation/Restoration of Property. Tenant shall vacate the Property free and clear of all materials and equipment, fencing, concrete for Temporary Helipad, driveway pavement and lights. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by the City, after thirty (30) days' written notice to Tenant, the City may perform such clearance and cleanup conducted as in its reasonable judgment is necessary to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant. Tenant shall be responsible for installation of trees, shrubbery, and turf grass in accord with the "Temporary Helipad Landscape Reclamation Plan" attached hereto and made a part thereof as **Exhibit C**, prior to, or within thirty (30) days after vacation, weather permitting.

8. Temporary Disruption for Maintenance or Emergency Events. In the event that City facilities in the vicinity of the Property are affected by an Act of God or other act not the

fault of the City and the City requires access to or across the Property, the City shall not be liable for any temporary disruption of Tenant's use of the Property.

9. Default. The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

(a) Tenant shall be adjudged a bankrupt, or a decree or order shall be entered approving as properly filed a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws, as now or hereafter amended, or under the laws of this State, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any federal or state bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

(c) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

(d) Tenant shall fail to pay rent when due, and the failure is not cured within ten (10) days after written notice of such failure has been given to Tenant by the City; provided, however, that no such notice is required more than twice in any lease year; or

(e) Tenant shall fail to perform any other terms or conditions of this Lease which are the responsibility of Tenant, and if such failure is not cured within thirty (30) days after written notice by the City (or such longer period as is reasonably necessary to cure such default). If the failure is caused by events beyond Tenant's reasonable control, Tenant shall so inform the City and shall use due diligence to cure the default as soon as feasible and shall not be considered in default; or

(f) Tenant shall make any changes in use, or additional use of, the Property;
or

(g) Tenant shall make any assignment, transfer, conveyance or other disposition of its interest in the Property, including subletting, without the express written consent of the City.

10. City Remedies for Tenant Default. In the event of any default in any of the foregoing, and with written notice sent by the City to Tenant at least thirty (30) days prior to taking action, with the exception of Section 9(d) above, during which time Tenant may cure the default, the City may take the following actions:

(a) The City may elect to terminate this Lease and re-enter the Property (as permitted by law), remove all persons and personal property therefrom, and store such personal property in a public warehouse at the sole cost of Tenant, without becoming liable for any loss or

damage, except for loss or damage resulting from willful or negligent acts of the City, its employees or agents.

(b) The City may elect to re-enter the Property, from time to time without terminating this Lease, and make alterations for the purpose of re-letting the Property upon terms or conditions the City deems advisable. Upon such re-letting, this Lease shall terminate and the City and Tenant shall be released from any rights and liabilities hereunder.

(c) In the event that Tenant has failed to perform any of the terms and conditions of the Lease other than paying rent, the City may perform the covenant, term or condition of Tenant which is in default after the expiration of any notice and grace periods permitted herein. The City's performance of such covenant shall not subject the City to liability for any loss, inconvenience or damage to Tenant except for loss or damage arising from willful or negligent acts of the City, its employees or agents. The City's performance of any such covenant shall not be construed as a waiver of Tenant's default or of any other right of the City in respect to such default, or as a waiver of any covenant, term or condition of this Lease. The City shall be entitled to reimbursement from Tenant as additional rent, including reimbursement for reasonable attorneys' fees, for any reasonable sums expended under the provisions of this Section. In addition to any other rights or remedies available to the City, the City shall have the same rights and remedies in the event of non-payment of the sums due under this Section as in the case of default by Tenant in the payment of rent.

11. Maintenance and Orderliness of Property. Routine maintenance of Property, including landscaping, fencing, gates and driveway areas, and litter-free appearance of Property shall be the responsibility of Tenant. Tenant is also responsible for grass cutting, plantings and shrubbery maintenance, and snow removal. The City retains the right to have any of its officers, agents or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the Property at such times.

12. Utilities. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

13. Indemnification. Tenant hereby agrees to indemnify and save harmless the City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorneys' fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability claim, demand, judgment or loss arises from a negligent act of the City or its agents, contractors or employees.

14. Insurance. Tenant is required to obtain and keep in full force and effect throughout the term of this Lease the insurance coverage as stated in the Certificate of Insurance attached hereto as **Exhibit D**. Failure of Tenant to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation under this Lease. The City shall have the right to review policies providing the required coverage. Upon the written request of the City, the attorney-in-fact or agent of any insurance company furnishing any policy or insurance shall sign

and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or is receiving any premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

15. Taxes. Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

16. Liens. Tenant shall not suffer any construction, contractor or materialmen's lien to be placed against the Property.

17. Easement Restrictions. Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

18. Conveyance to Condemnor/Eminent Domain/Distribution of Awards. In the event the Property or any part thereof is taken as a result of any eminent domain proceeding, or is voluntarily transferred in lieu of, or under threat of condemnation to any entity with the power of eminent domain, the interest of the City and Tenant in the award, including attorneys' fees and interest, shall be as provided by law. Provided, that Tenant shall not have, nor maintain, any claim for an interest in real estate, severance damages, or any other claim under Chapter 32 Wisconsin Statutes.

(a) Total Taking. In the event of a total taking of the Property, this Lease shall cease on the date title of the Property vests in the condemning entity and Tenant's obligation to pay rent shall terminate on that date. Upon such termination, the City and Tenant shall be relieved of any further rights and obligations under this Lease and Tenant shall remove all its personal property as provided under Section 7 above.

(b) Partial Taking. In the event of a partial taking which leaves the Property in such shape or size that the remaining portion can, in Tenant's opinion, continue to be used for operating Tenant's business, the Lease concerning the condemned portion shall terminate on the date title to that portion vests in the condemning entity. Tenant shall remove its personal property and vacate the condemned portion as provided under Section 7 above. The Lease for the portion not taken shall remain in effect, but the rent shall abate for the remainder of the term of the Lease, in proportion to the amount of square footage which has been taken by condemnation, for that portion taken. Beginning with that date, the rent required to be paid by Tenant shall be reduced on a basis pro-rata to the reduction in value of the Property so taken.

In the event of a partial taking which leaves the Property in such shape or size that the remaining portion cannot, in Tenant's opinion, continue to be used for operating Tenant's business, this Lease shall terminate as of the date of the taking.

19. Estoppel Certificates. At any time within fifteen (15) days after written request by either party, the other party shall execute and deliver to the requesting party, a statement certifying that this Lease is unmodified and in force or, if there have been modifications, that it is in force as modified in the manner specified, and that there are not existing defaults, or if there are existing defaults, a description thereof. The statement shall also state the date to which the

rent has been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, banker of either party or by any prospective purchaser or encumbrance of the Property, or of either Tenant's or the City's interest herein.

At the option of the City, failure to deliver the certificate within fifteen (15) days after written notice shall constitute a default under this Lease and the City thereafter may immediately pursue its rights under Section 10 above.

20. Hazardous Activities. Tenant agrees it will not do or suffer to be done, anything in, upon, under or about the Property which will adversely affect any of the City's policies insuring the Property, or which would prevent procuring such policies.

21. Environmental Condition of Property. Tenant is leasing the Property in "as is" condition and the City makes no representations as to its environmental condition. Tenant shall hold the City harmless from any claims it may have for the existing environmental condition of the Property. Should Tenant wish to perform any environmental testing on the Property, Tenant must get the City's prior written approval. Tenant agrees that it will not cause or suffer to come onto, under, or migrate from the Property any hazardous substance(s) as defined in any law, order, rule or regulation currently existing or as may hereinafter be enacted, amended or promulgated, of any federal, state, municipal county or governmental or quasi-governmental department or agency. Tenant further agrees to dispose of any such hazardous substance(s) in compliance with all such governmental laws, order, rules or regulations. Tenant shall promptly give notice to the City of any forms, submissions, notices, reports or other communication relating to any hazardous substance(s) in, under or about the Property. Tenant shall indemnify and hold the City harmless from any and all demands, claims, causes of action, costs and reasonable attorneys' fees as a result of Tenant's violation of any such law, order, rule or regulation or any adverse effect which occurs as a result of a violation by Tenant or Tenant's agents, employees, guests, invitees, or contractors. This indemnification shall survive the expiration or termination of this Lease.

22. Compliance with Laws and Orders. Tenant agrees to observe fully and to comply with any lawful rule, regulation or directive which shall emanate from any state, federal or local departments or agencies having jurisdiction, including, but not limited to Federal Aviation Administration rules and policies.

23. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

24. Waiver. One or more waiver by the City of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by the City with respect to any act by Tenant requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by Tenant.

25. Entire Agreement and Binding Effect. This Lease and the attached exhibits or attachments to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective

successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease.

26. Notice. Any notice provided herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

Superintendent, Milwaukee Water Works
841 North Broadway
Milwaukee, WI 53202

With a copy to:

City Attorney's Office
Room 800, City Hall
200 East Wells Street
Milwaukee, WI 53202

To Tenant:

Columbia St. Mary's, Inc.
Attn: Legal Department
4425 North Port Washington Road
Glendale, WI 53212

27. Governing Law. This Lease shall be governed by the laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

28. Nondiscrimination. Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

29. Assignment, Subletting and Mortgages. Tenant shall not assign this Lease, nor sublet the Property or any part thereof, nor grant a mortgage on Tenant's leasehold interest, nor in any way convey or transfer the Property without the prior written consent of the City. Consent by the City to one or more assignment, sublease or mortgage shall not operate to exhaust the City's rights under this Section. Tenant shall in no way be released from any of its obligations under this Lease in the event, with or without the previous consent of the City, Tenant assigns or in any manner transfers this Lease or any estate or interest therein.

In the event that Tenant requests the City's consent to any assignment, subletting or other transfer of Tenant's interest in this Lease, then Tenant shall reimburse the City, as additional rent, for any costs and expenses, including attorneys' fees and expenses, incurred by the City in connection with any such proposed assignment, subletting or other transfer in question.

30. Counterparts. This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

31. Signage. Tenant shall not install any signage without first receiving approval of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease Agreement under seal as of the day and year first above written.

CITY OF MILWAUKEE

By: _____
TOM BARRETT, Mayor

RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

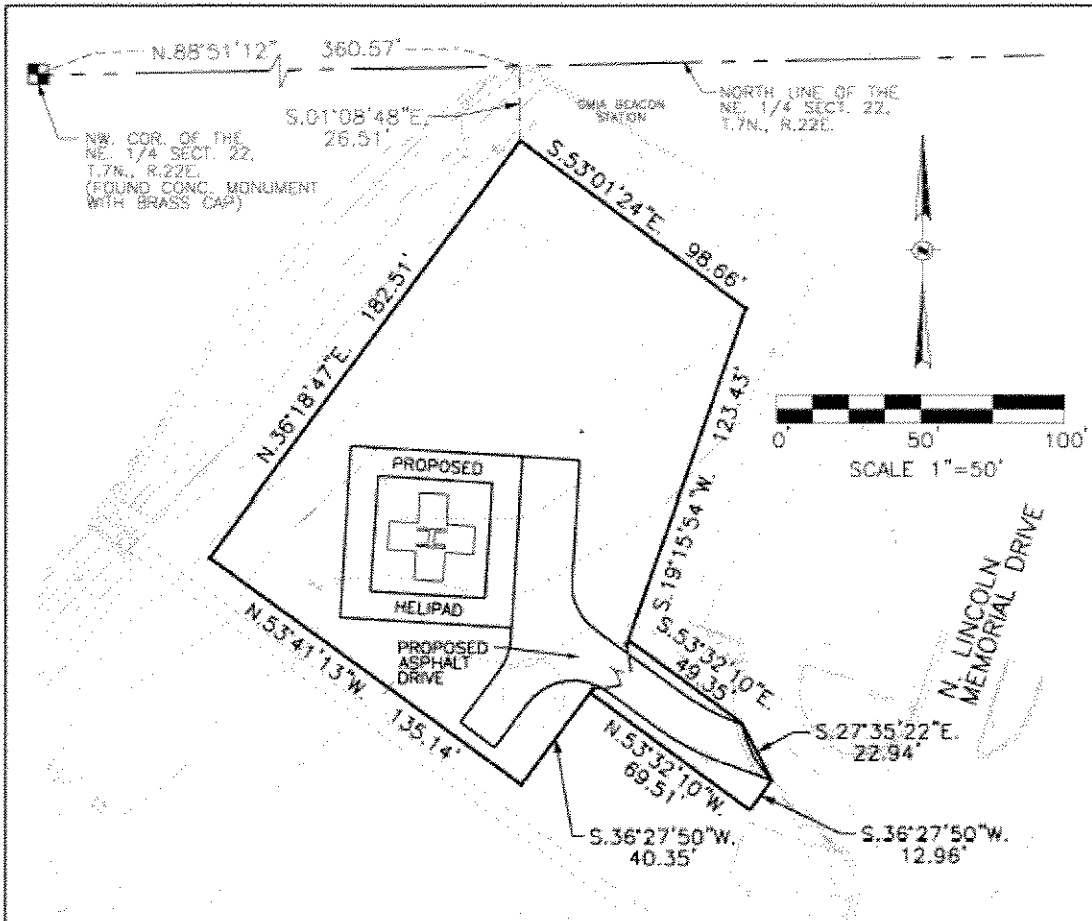
W. MARTIN MORICS
City Comptroller

COLUMBIA ST. MARY'S, INC.

By: _____
LEO P. BRIDEAU, President and CEO

APPROVED AS TO FORM AND EXECUTION THIS ____ DAY OF SEPTEMBER, 2004.

Harry Stein, Milwaukee City Attorneys' Office



LEGAL DESCRIPTION

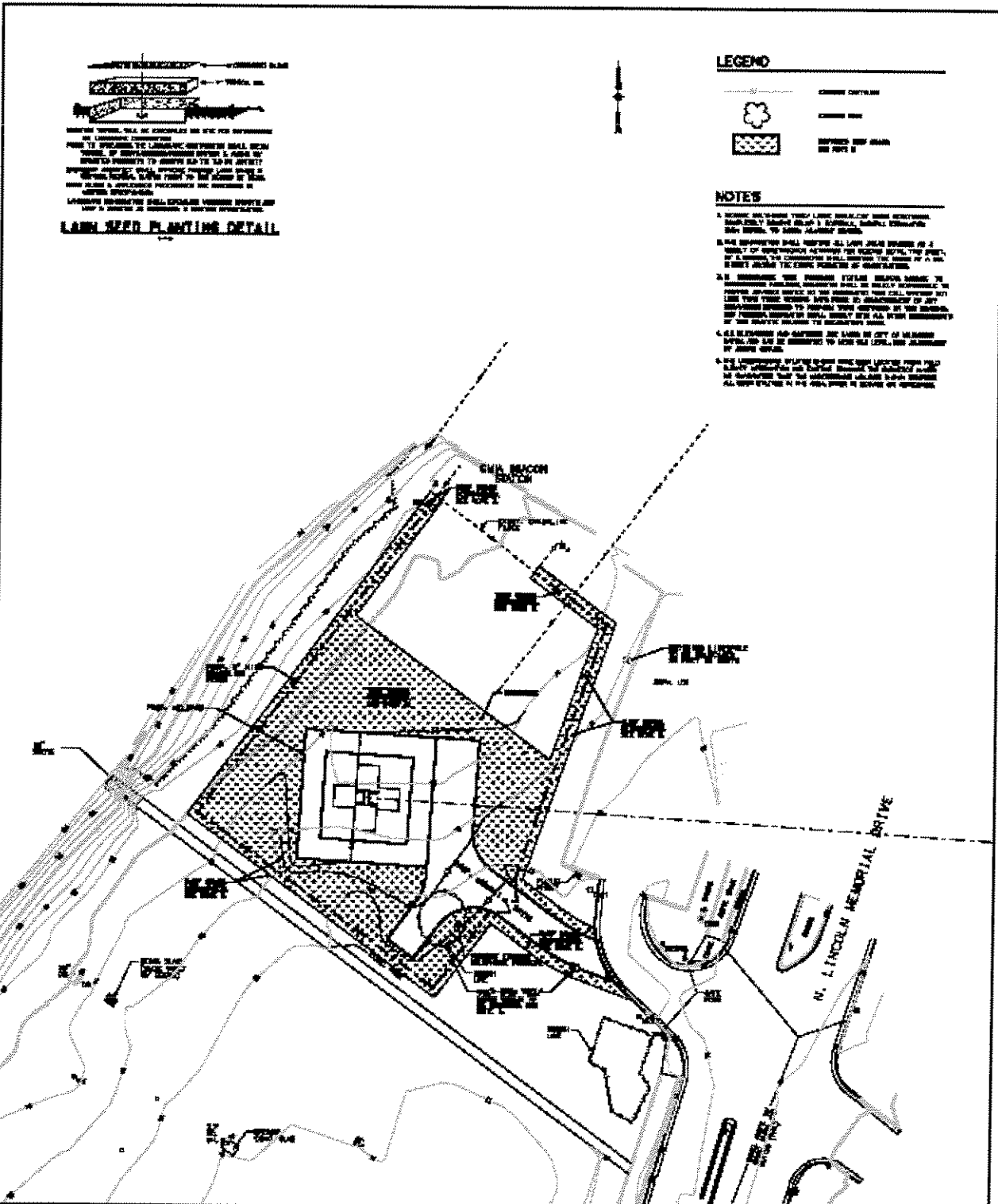
That part of the Northeast 1/4 of Section 22, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Northeast 1/4; thence North 88°51'12" East, on and along the north line of said Northeast 1/4, 360.57 feet; thence South 01°08'48" East, 26.51 feet to the point of beginning; thence South 53°01'24" East, 98.66 feet; thence South 19°15'54" West, 123.43 feet; thence South 53°32'10" East, 49.35 feet; thence South 27°35'22" East, 22.94 feet; thence South 36°27'50" West, 12.96 feet; thence North 53°32'10" West, 69.51 feet; thence South 36°27'50" West, 40.35 feet; thence North 53°41'13" West, 135.14 feet; thence North 36°18'47" East, 182.51 feet to the point of beginning. Containing 23,895 square feet (0.55 acres), more or less.

PROJECT NO.: 20030324.10	DATE: 8/12/04	BY: JAH	PROJECT MGR.: JIM	SCALE: 1"=50'	FILE:
<p>One Honey Creek Corporate Center 125 South 54th Street, Suite 401 Milwaukee, WI 53214-1470 414 258-1533 FAX 254-0037 Web Site: www.gaesi.com</p>		<p>LEASE LINE BOUNDARY FOR HELIPAD SITE COLUMBIA ST. MARY'S HOSPITAL MILWAUKEE, WISCONSIN</p>			

EXHIBIT B

Temporary Helipad Landscape Plan



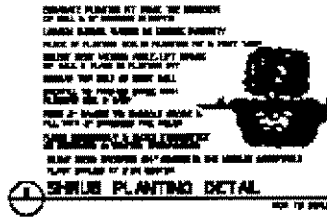
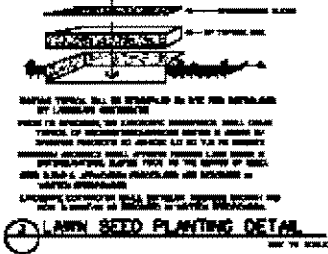
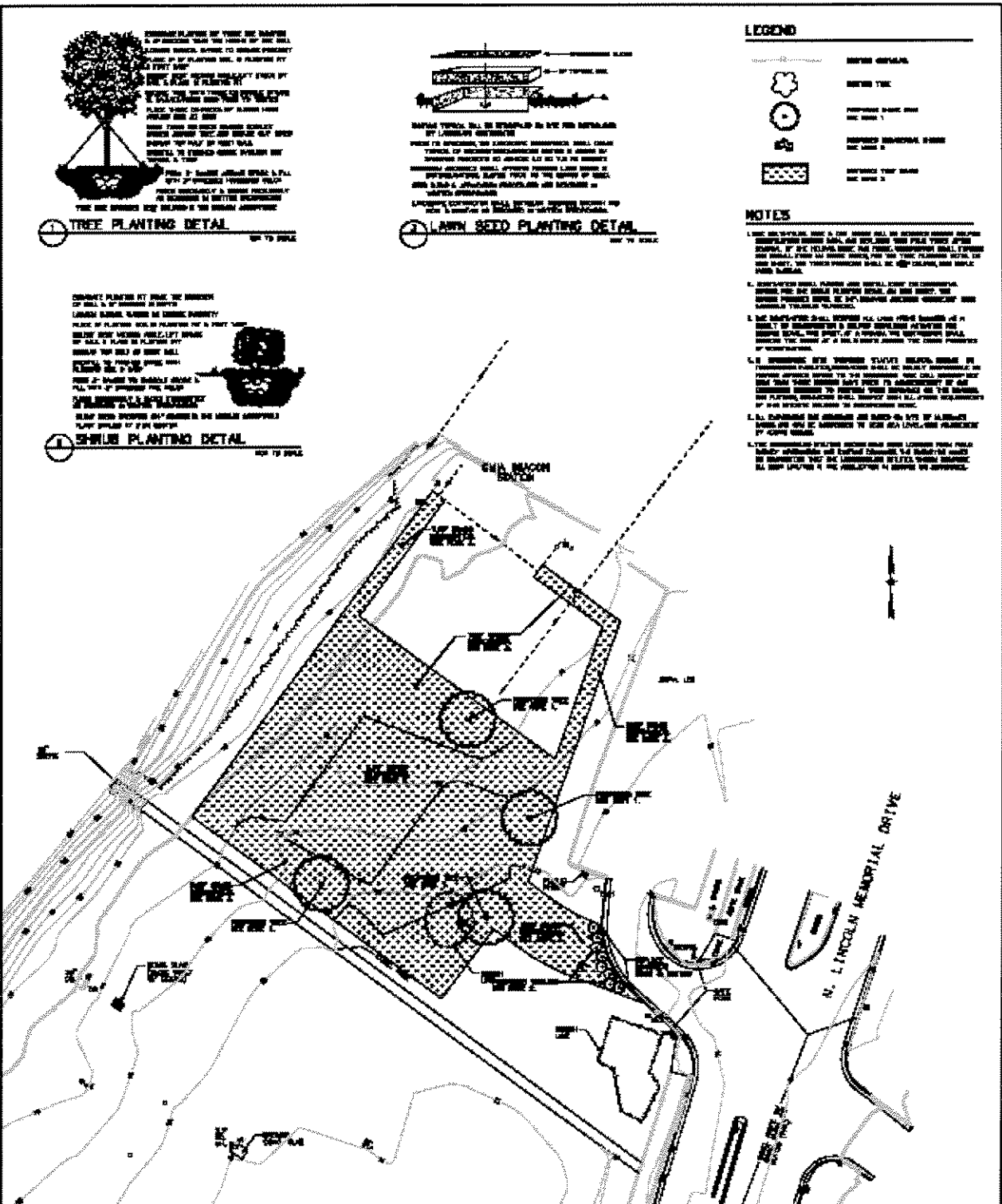
07/21/2004 10:30:23 AM L:\projects\2003\20030024\CAD\Site\plan\exhibit\Exhibit_B.dwg

PROJECT NO.: 20030024.10	DATE: 07/21/2004	BY: JAL	PROJECT MGR.: JTM	SCALE: 1" = 80'	FILE:
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<p>Grady Anhalt Landscape 125 South 84th Street, Suite 401 Milwaukee, WI 53214-1470 414-259-1599 FAX: 259-0037 Web Site: www.gaol.com</p>	<p>COLUMBIA ST. MARY'S HOSPITAL MILWAUKEE, WI TEMPORARY HELIPAD LANDSCAPE PLAN</p>	<p>EXHIBIT B</p>
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EXHIBIT C

Temporary Helipad Landscape Reclamation Plan



LEGEND

	EXISTING BUILDING
	EXISTING TREE
	EXISTING CONCRETE
	EXISTING SIDEWALK
	EXISTING DRIVEWAY
	EXISTING PARKING
	EXISTING FENCE

- NOTES**
1. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE REMOVED AND RECONSTRUCTED AS SHOWN ON THE PLAN. ALL UTILITIES SHALL BE DEEPENED AND RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
 2. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
 3. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
 4. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
 5. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
 6. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO A MINIMUM DEPTH OF 48" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.

PROJECT NO.: 20030024.10	DATE: 07/21/2004	BY: JAL	PROJECT MGR.: JTM	SCALE: 1" = 60'	FILE:
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<p>One Honey Creek Corporate Center 125 South 84th Street, Suite 401 Milwaukee, WI 53214-1470 414 259-1500 FAX 259-0037 Web Site: www.gpsai.com</p>	<p>COLUMBIA ST. MARY'S HOSPITAL MILWAUKEE, WI TEMPORARY HELIPAD LANDSCAPE RECLAMATION PLAN</p>	<p>EXHIBIT C</p>
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10:31:18 AM
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EXHIBIT D

Insurance Requirements

AIG AVIATION

- ATLANTA
- CHICAGO
- DALLAS
- PRINCETON, NJ
- LOS ANGELES
- NEW YORK, NY

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: <u>City of Milwaukee</u>	
<u>City Attorney's Office, Room 800, City Hall, 200 East Wells St., Milwaukee, WI 53202</u>	
THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:	
<u>Ascension Health (As Endorsed)</u>	
<u>P.O. Box 45898, St. Louis, Missouri 63145</u>	
AIRCRAFT POLICY NO. <u>AV 3385294-07</u>	POLICY PERIOD: From <u>July 1, 2004</u> to <u>July 1, 2005</u>
INSURANCE COMPANY <u>Illinois National Insurance Co.</u>	
LIABILITY COVERAGES	
	LIMITS OF LIABILITY
	EACH PERSON EACH OCCURRENCE
<input type="checkbox"/> Bodily Injury Excluding Passengers	\$ _____ \$ _____
<input type="checkbox"/> Property Damage	\$ <u>XXXX</u> \$ _____
<input type="checkbox"/> Passenger Bodily Injury	\$ _____ \$ _____
<input checked="" type="checkbox"/> Single Limit <u>including Passengers,</u>	\$ <u>XXXX</u> \$ <u>10,000,000.</u>
<input type="checkbox"/> With Passenger Liability Limited To	\$ _____ \$ <u>XXXX</u>
PHYSICAL DAMAGE COVERAGE: ALL RISKS, GROUND & IN-FLIGHT	
REGISTRATION NUMBER YEAR MAKE & MODEL	AGREED VALUE DEDUCTIBLES: NOT IN-MOTION IN-MOTION INGESTION MOORED LIEN AMOUNT
Non-Owned	\$ _____ \$ _____ \$ _____ \$ _____
Liability	\$ _____ \$ _____ \$ _____ \$ _____
THIS CERTIFICATE HOLDER IS:	
<input type="checkbox"/> INCLUDED AS A LOSS PAYEE FOR AIRCRAFT PHYSICAL DAMAGE COVERAGE	
<input type="checkbox"/> PROVIDED BREACH OF WARRANTY COVERAGE ON AIRCRAFT PHYSICAL DAMAGE COVERAGE	
<input type="checkbox"/> IS INCLUDED AS AN ADDITIONAL INSURED ON AIRCRAFT LIABILITY COVERAGE, BUT ONLY WITH RESPECT TO OPERATIONS OF THE POLICYHOLDER.	
AIRPORT LIABILITY POLICY NO. <u>AP 3387228-07</u>	POLICY PERIOD: From <u>July 1, 2004</u> to <u>July 1, 2005</u>
INSURANCE COMPANY <u>Illinois National Insurance Co.</u>	
COVERAGES <u>Commercial General Liability</u>	
LIMITS OF LIABILITY	
<input type="checkbox"/> Bodily Injury	\$ _____ each person \$ _____ each occurrence *
<input type="checkbox"/> Property Damage	\$ _____ each occurrence *
<input checked="" type="checkbox"/> Single Limit Bodily Injury & Property Damage	\$ <u>5,000,000.</u> each occurrence *
<input type="checkbox"/> Hangarkeepers Liability	\$ _____ each aircraft \$ _____ each loss
DEDUCTIBLES: Hangarkeepers Liability \$ _____ each loss	
Premises Liability \$ _____ each claim with respect to Property Damage	
* REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES.	
WORKERS COMP. POLICY NO. _____	POLICY PERIOD: From _____ to _____
INSURANCE COMPANY _____	
LIMITS OF LIABILITY: PART I: \$ <u>Statutory</u> PART II: \$ _____	
OTHER COVERAGES/CONDITIONS/REMARKS	
Certificate Holder included as Additional Insured with respect to the Named Insured's Heliport Premises Liability exposure.	
SEE ATTACHED	
The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.	
<input type="checkbox"/> AIG Aviation, Inc.	<input type="checkbox"/> AIG Aviation (Canada), Inc.
<input type="checkbox"/> AIG Aviation Insurance Services	<input type="checkbox"/> AIG Aviation (Illinois) Corporation
<input type="checkbox"/> _____	<input checked="" type="checkbox"/> AIG Aviation (Texas), Inc.
BY: 	August 11, 2004 sma
(Authorized Representative)	(Today's Date)
AV30(5/94)	CERTIFICATE NO. _____