

EXHIBIT C
ST. LUKE'S MEDICAL CENTER
REMOTE PARKING AND SHUTTLING PROGRAM DOCUMENTATION



**Aurora
HealthCare®**

March 5, 2001

3000 West Montana Street
P.O. Box 343910
Milwaukee, WI 53234-3910
(414) 647-3000

Mr. Matthew Tandler
Kahler Slater Architects
611 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Dear Mr. Tandler:

Attached information is a summary of the St. Luke's Employee Shuttle program.

Parking at off sites is based on two separate parking lots. The first lot is located at S. 44th Street and West Lincoln Avenue and is owned by General Electric Company. The lot has the capacity for approximately 500 vehicles. The second lot is located on West Loomis Road at I-94 and is the Milwaukee County Park & Ride lot. 1,323 employees are assigned to utilize both lots with an average daily use of about 450 employees using the shuttles Monday through Friday from 4:30am to 11:30pm.

Copies of the information to support this are attached. Please contact if questions.

Sincerely,

Robert E. DesJarlais, Manager
Loss Prevention Services
(414) 647-3024

ST. LUKE'S MEDICAL CENTER PARKING OUTLINE

Who needs to shuttle?

All employees assigned 1st shift, hired 1-1-98 to the present, sited at SLMC or Heil and arriving to work after 4:30am and before 1:45pm, Monday thru Friday **MUST** shuttle. The shuttle lot is located at 44th and Lincoln. The shuttle busses run every 5-10 minutes during peak times and every 30 minutes during off-peak times.

- If arriving to work after 1:45pm and before 3:00pm, Monday thru Friday, assigned parking is in the Dakota Structure.
- If arriving after 3:00pm and before 4:30am, Monday thru Friday and any shift Saturday, Sunday and Holidays, assigned parking is in the main structure.

All other employees:

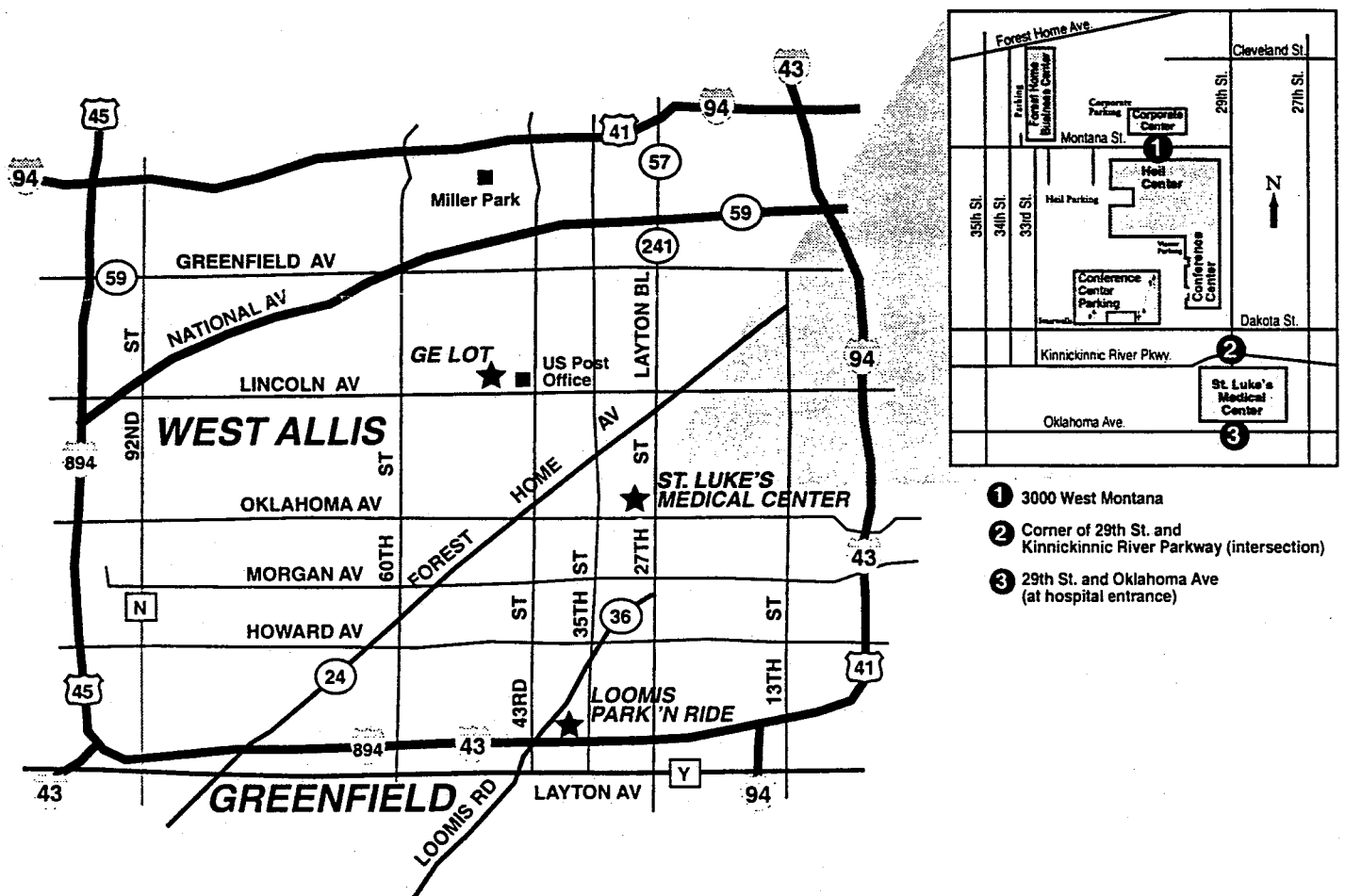
All employees assigned 2nd/3rd do not need to shuttle. Their assigned parking is as follows:

- If arriving to work after 4:30am and before 3:00pm, Monday thru Friday, assigned parking is in the Dakota Structure.
- If arriving after 3:00pm and before 4:30am, Monday thru Friday and any shift Saturday, Sunday and Holidays, the assigned parking is in the main structure.

NOTE: A \$15.00 refundable deposit is required for an access card.

Aurora Health Care Shuttle Program

Pick-Up and Drop-Off Sites



Shuttle times:

Monday - Friday

4:30 A.M. - 11:30 P.M.

Peak times:

6 A.M. - 8 A.M.

3 P.M. - 5 P.M.

Shuttles will run every 5 minutes

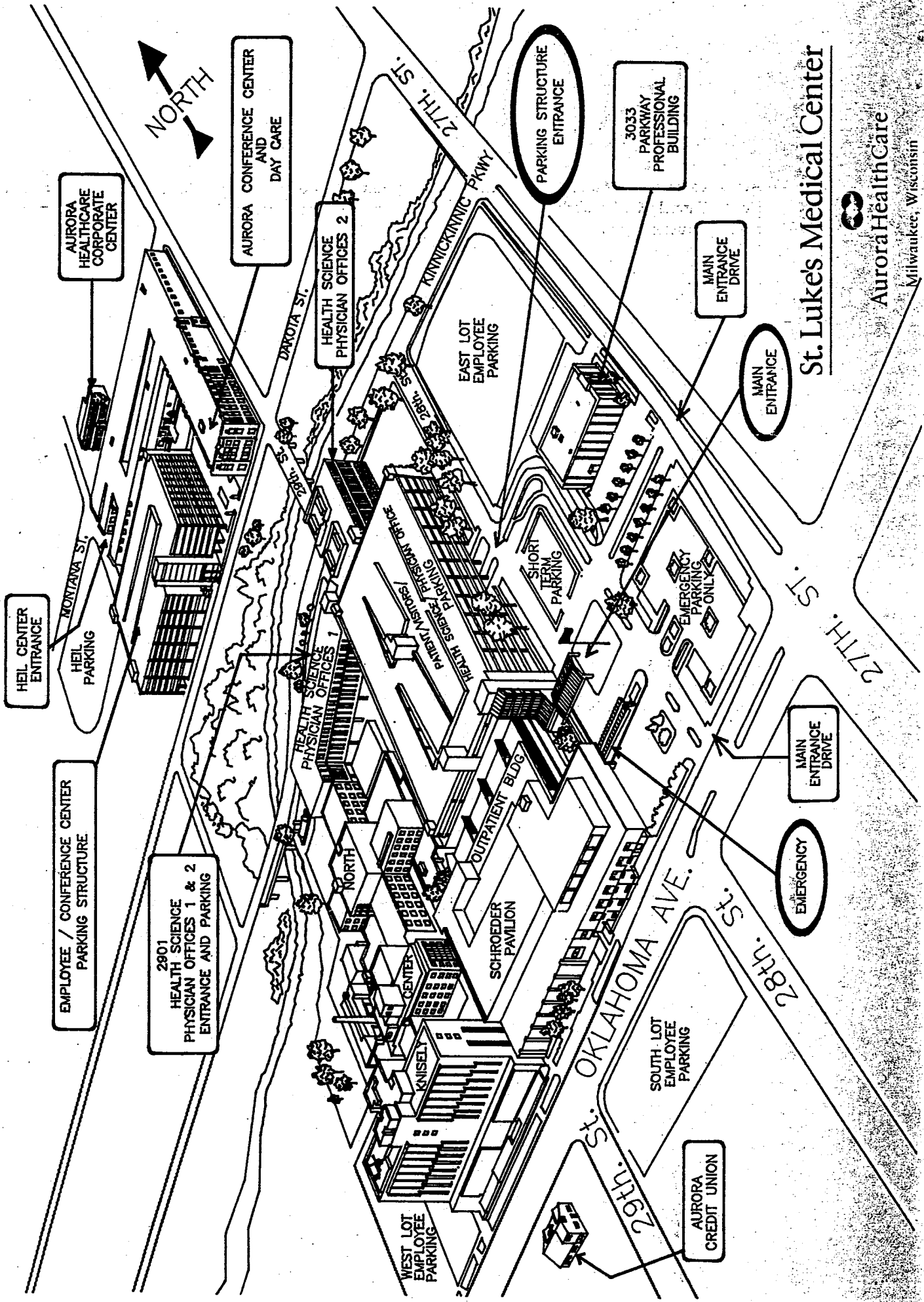
Non-peak times:

Shuttles will run every 20 minutes



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St. Luke's Medical Center

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 Milwaukee, Wisconsin

St. Luke's Medical Center
Milwaukee, Wisconsin

ACCESS CARD REGULATIONS

- I. Access cards are issued for the convenience of the employees of St. Luke's Medical Center and Aurora Health Care, Inc. who work 1st, 2nd, 3rd shift and/or weekends and holidays. Access to and from the parking structure will be limited to the following hours.

Monday - Friday

Dakota Structure access arriving to work after 4:30 am and before 3:00pm.

Monday - Friday

29th Street Structure entrance/employee* side access arriving to work after 3:00pm and before 4:30am

Saturday, Sunday & Holidays

1st/2nd/3rd shift: 29th Street Structure entrance/employee* side

Upon issuance of the card, you will need to fill out a license plate information card for each vehicle. Static Cling decals will be given to place on the driver's side rear windshield of each vehicle.

II. Cost

A deposit of \$15.00 for the access card is required. A lost, stolen or misplaced card will result in forfeiture of the deposit. A replacement card will be issued upon request, but another deposit will be required. The deposit is refundable when the card is returned to Loss Prevention Services.

III. Termination of Employment

Upon termination of employment, parking ramp cards must be returned to Loss Prevention Services. Your card may be returned several days prior to your last day of work. An adjustment will be reflected on your pay statement to reimburse you for your security deposit.

- IV. Cards are issued to eligible employees for their use only and cannot be loaned to, shared with or passed onto anyone for their use. Illegal use of the access card will result in forfeiture of the deposit, use of the card, and the employee is subject to disciplinary action. Having an access card does not guarantee you a space in the parking structure.

- V. Loss Prevention Services recommends that you lock your car at all times. St. Luke's Medical Center assumes no liability for theft or damage related to your car while it is parked in the parking structure.

o.rulesparking
rev. 11/00

**Aurora Health Care/Riteway Bus Service, Inc.
Shuttle Service Payment Agreement**

Riteway Bus Services agrees to provide shuttle bus service for Aurora Health Care commencing December 4, 2000 and concluding March 2, 2001. Specific schedules for shuttles will be provided by Aurora Health Care and adjusted as needed during the duration of the agreement. Initial shuttle schedule is found in Attachment "A."

Riteway will bill a total of \$370,500.00 for this service, with payments made by Aurora Health Care as follows:

November 30, 2000:	\$123,500
February 1, 2001:	\$123,500
March 1, 2001:	\$123,500
Total:	\$370,500

Extension of shuttle service will be arranged and billed under separate agreement.

Aurora Health Care

Riteway Bus Service, Inc.

print

RONALD R. BAST

print

signature

Ronald R. Bast

signature

date

12-01-00

date

PARKING LOT LEASE AGREEMENT

THIS LEASE is made and entered into as of the 15th day of August, 2000 by and between **GENERAL ELECTRIC COMPANY**, a corporation organized under the laws of the State of New York acting through and in behalf of GE Medical Systems, hereinafter called "Lessor" and Aurora HealthCare, Inc. a Wisconsin corporation and its affiliates (including St. Luke's Medical Center), hereinafter called "Lessee".

WITNESSETH

The parties hereto, for the consideration herein stated, hereby covenant and agree as follows:

1. PREMISES:

Subject to the provisions in Section 18 (Retained Rights of Lessor), Lessor does hereby lease and demise to Lessee, and Lessee does hereby rent from Lessor, the following real property consisting of a portion of a parking lot located at and known as the GE Medical Systems parking lot at Lincoln Avenue, generally east of Building 3, the leased portion of which is depicted on the diagram attached as Exhibit 1, hereinafter called the "Premises", situated in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, together with all and singular the appurtenances, rights, privileges and easements in any way pertaining thereto.

2. TERM AND POSSESSION:

The term of this Lease shall be for a period of two (2) years commencing on the 1st day of December, 2000 and ending at midnight on the 30th day of November, 2002, unless sooner terminated as hereinafter provided. This lease agreement is conditional upon receipt of any appropriate legal permits required by local government agencies authorizing the parking of Lessee employee vehicles in accordance with this Agreement at the premises. This agreement shall not be legally binding unless such permits are granted and are in force during the term of this Agreement. It is the responsibility of Lessee to obtain the aforementioned legal permits. The lease term may be extended with an additional rent payment if mutually agreed to by both Lessor and Lessee.

3. TERMINATING EVENT:

If at any time Lessor elects to utilize the premises or sell the property constituting the leased premises to an unrelated third party pursuant to an arms length transaction, or leases to a third party and such third party lease is not subject to this Lease Agreement, or should Lessor terminate its operation of business on said property, or elects to improve the leased property (collectively a "Terminating Event"), it shall be permitted to terminate this License Agreement upon providing Lessee with a minimum of one hundred and eighty (120) days' prior written notice. Lessor agrees to reimburse Lessee for a pro-rata amount of the costs incurred, as detailed in Exhibit 2, based on percentage of the lease term that remains at the time of termination.

4. RENT:

It is acknowledged that no rent is due to Lessor for the Premises during the term of this Lease, conditioned upon Lessee performing the construction work as detailed in Exhibit 2, attached hereto and made a part hereof. The construction work shall be performed and completed before the commencement of this Lease.

5. UTILITIES AND SERVICES:

Lessor agrees to pay all costs for electricity services and maintain existing lighting attributable to the Premises.

6. USE OF PREMISES:

The Premises shall be used only for the purpose of parking of Lessee's employee's vehicles.

7. MAINTENANCE AND REPAIRS:

Lessee will be responsible and incur, at its own expense, the cost of operating and maintaining all leased areas, including all parking areas, access roads, sidewalks and landscaped space. Operating and maintaining such areas shall include cleaning, snow removal, and general maintenance (excluding lighting) of the areas.

8. ALTERATIONS AND IMPROVEMENTS BY LESSEE:

Lessee shall have no right to make any alterations or changes in and to the Premises other than the construction work detailed in Exhibit 2.

9. SIGNS

Lessee is required to install its own unique identification sign on the Premises designating the parking lot as for the use of Aurora HealthCare employees only. Such sign will comply with local ordinances, if any, and Lessee will remove all such signs upon termination of this Lease and, upon removal thereof, restore the Premises to their original condition, reasonable wear and tear excepted.

10. ASSIGNMENT AND SUBLETTING:

Lessee shall have no right to assign or sublet this Lease.

11. INDEMNIFICATION AND LIABILITY INSURANCE

Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all liability, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of Lessee's use and occupancy of the Premises, except to the extent (and only to the extent) caused or contributed to by the negligent acts or omissions of Lessor during the term of the lease, its agents or employees. Lessee's indemnification of lessor shall not be diminished by reason of any defense under applicable workers' compensation laws, in the event any employee of Lessee should

assert a claim against Lessor. Lessee will provide and maintain, at its sole cost and expense during the term and any extension hereof, for the benefit of Lessor (which shall be named as an additional insured under the policy or policies of insurance referred to herein) and Lessee, public liability insurance, insuring Lessor and Lessee against claims or damages resulting from injury to property or person or loss of life arising out of Lessee's use and occupancy of the Premises. Such policy or policies of insurance shall have coverage of at least One Million Dollars (\$1,000,000) for injury or death of any one person arising out of or resulting from any one accident and One Hundred Thousand Dollars (\$100,000) for property damage. Such coverage may be accomplished by one or more policies of insurance, including umbrella insurance coverage.

12. DAMAGE OR DESTRUCTION:

If the Premises shall be destroyed or damaged in any way by fire, flood, tornado or by the elements otherwise, either party may terminate this Lease as of the date of said destruction or damage by giving written notice thereof to the other within ten (10) days of said destruction or damage.

13. ACCESS:

Lessor's agents, employees, contractors and invitees shall have the right to enter the Premises for the purpose of inspecting same. Lessor's agents, employees, contractors and invitees shall have access to the Premises for regular maintenance and servicing of the hydrogen tank, the existing exterior lighting and the waste building located within and adjacent to the Premises. No parking shall be allowed within 50 feet of fence surrounding the Hydrogen tank. Access to the hydrogen tank and waste building may be through the Premises gate on Lincoln Avenue. Access to parking will be affected during inspection and installation of the underground monitoring wells. During these inspections (every 6 months), parking will not be permitted within 10 feet of these wells. In addition, installation of two additional monitoring wells is expected in fiscal year 2000 and possibly additional monitoring wells in fiscal year 2001 and 2002. However, installation of these wells will not affect more than 10 % of the parking capacity for a period not exceeding 6 weeks each calendar year. The location of these wells is currently awaiting approval from the DNR expected in July 2000. The cost of the installation of the wells will be GE's responsibility, temporary loss of parking will not be compensated.

14. DEFAULT BY LESSEE:

If Lessee shall default in any of the terms of this Lease and such default shall not have been cured or caused to be cured within fifteen (15) days after Lessor shall have given to Lessee written notice specifying such default, Lessor may terminate this Lease and again possess the Premises as its own.

15. SURRENDER:

At the expiration of the term of this Lease or any extension thereof, Lessee agrees to quit and surrender possession of the premises to Lessor in as good a condition as at

Lease Commencement, excepting reasonable wear and tear and as provided in Section 7. hereof.

16. NOTICES:

All notices, demands, and communications hereunder shall be served or given by mail and if intended for Lessor, shall be addressed to Lessor at General Electric company, GE Medical Systems, 3000 N. Grandview Blvd, W-715, Waukesha, WI 53188, ATTN: Mark Otto, or to such other address as may be requested by Lessor in writing, and if intended for Lessee, shall be addressed to Lessee at Aurora Health Care, Inc., Attn: Sr. Vice President, Finance, 3000 West Montana Street, Milwaukee, Wisconsin 53215, or at such other address as may be requested by Lessee in writing. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a prepaid wrapper and addressed as above provided.

17. TAXES:

Lessor will pay any real estate taxes on the real property described herein and improvements thereon. Lessee shall pay all taxes levied against personal property placed by Lessee in, on or about the Premises.

18. HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substances to be used, stored generated or disposed of in, on or about the land, Building or Premises by Lessee, its agents, employees, contractors or invitees, except those substances contained in and necessary to the proper operation of Lessee's shuttle bus and the automobiles parked on the premises by lessee's employees.

As used herein "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental laws". The term "Environmental laws" means federal, state and local laws and regulations, judgments, orders and permits governing the protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 W.S.C. 9601 et seq. as amended (CERCLA), the Resource conservation and Recovery Act as amended 42 U.S.C. 6901 et. seq., the Clean Water Act, 33 U.S.C. 1251 et. seq., the Clean Air Act 42 U.S.C. 2601 et. seq., and the Safe Drinking Water Act 42 U.S.C. 300f through 300j. "Hazardous Substances" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substances" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs") and petroleum products.

19. RIGHTS RETAINED BY LESSOR

Without limiting the rights retained by or injuring to Lessor under this Lease, at law or otherwise, Lessor shall have and retain the right to pass over, through, across or onto the premises for any purpose, including, without limitation, the purpose of maintaining

access through the Premises to Lessor's property adjoining the Premises, without unreasonably interfering with Lessee's use and quite enjoyment of the Premises in accordance with this lease.

20. ENTIRE AGREEMENT:

This Lease Agreement constitutes the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be finding only if evidenced in writing and signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

WITNESS:

LESSOR:

GENERAL ELECTRIC COMPANY

BY:

Nick Rykoff
Nick Rykoff

Its:

Manager, Tube Production - Am

LESSEE:

AURORA HEALTHCARE, INC.

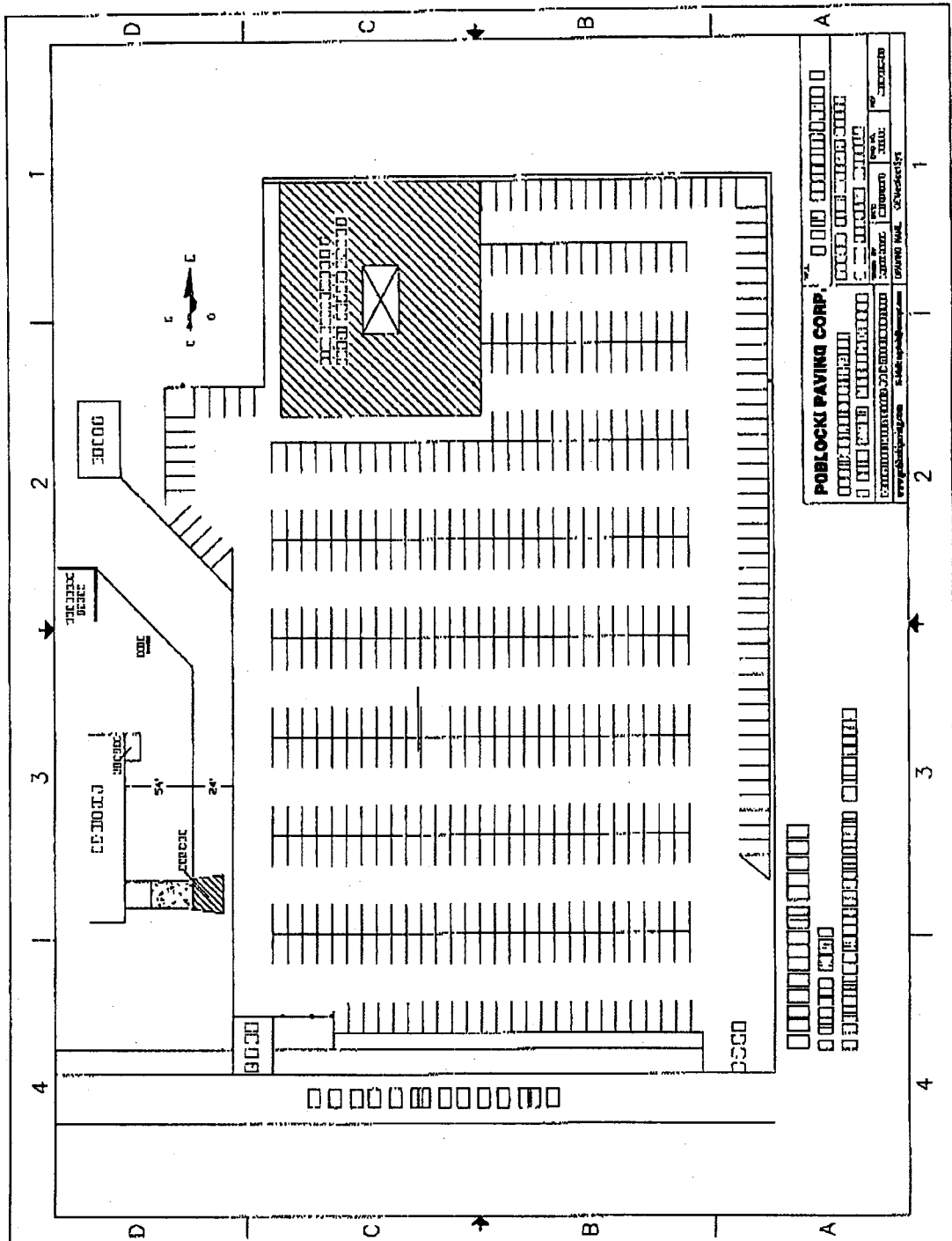
BY:

Donald J. Nestor
Donald J. Nestor

Its:

Senior Vice President of Finance

Exhibit 1



PROPOSAL
Exhibit 2



POBLOCKI PAVING CORP.

P.O. Box 13456
Wauwatosa, Wisconsin 53213-0456

Phone (414) 476-9130

Fax (414) 476-9132

Name: Steve Heder
Company: Aurora Health Care
Address: 2900 West Oklahoma Avenue
City: Milwaukee, WI 53215
Coordinates:

Phone: 414-385-2804 Date: July 12, 2000
Job Name: General Electric
Job Location: 4500 West Lincoln Avenue
Fax: 414-649-7987
Job Phone:

We hereby submit specifications and estimates for:

Existing General Electric Lot, South of Hotpoint, Two Lincoln Avenue Entrances -

Pulverize the existing pavement per attached specifications.

Finish grade and compact the base stone adding 1" to 2" of new crushed stone to ensure pitch.

Adjust all catch basins as needed.

Water the base stone to ensure proper compaction.

Pave with 2-1/2" State of Wisconsin Department of Transportation Gradation #2 binder asphalt.

Layout and stripe lot. \$109,866.00

Furnish and install 280 lineal feet of fencing and one set (two 15' gates) 30' gate. \$7,844.00

PROPOSAL
Exhibit 2

POBLOCKI PAVING CORP.

P.O. Box 13456
Wauwatosa, Wisconsin 53213-0456

Phone (414) 476-9130

Fax (414) 476-9132

Add second row of fencing as shown on G.E. plan (7/12/00) with one man door.

\$3,140.00

50' to be maintained around above ground tank area, northwest corner and north of above ground tank to remain unpaved. Main roadway to accommodate large school bus.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: (Payment to be made as follows)

Terms: Net Due 30 Days

Dollars ()

(Sales tax not applicable)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

As required by the Wisconsin construction lien law, contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

A \$25.00 service fee, plus 1 1/2% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for Poblacki Paving Corp. to institute collection proceedings, all costs incurred by Poblacki Paving Corp., including reasonable and actual attorney's fees, shall be paid by the property owner or owner's agency and shall be added to the amount as described above. Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

John M. Poblacki
John M. Poblacki

Signature: _____

NOTE: See reverse side for additional terms and conditions.

Date of Acceptance: _____