

**SCHEDULE 16
COMMUNICATION ROLES**

Schedule 16 to the Project Agreement is incorporated by reference with necessary amendments to reflect that Operations Co, rather than Project Co, will have the benefit of all rights and will be assuming all obligations related to communications.

**SCHEDULE 17
KEY INDIVIDUALS**

Name of Key Individual	Capacity	Applicable Period of Term
Operations Co:		
Mike Lee	Project Co Lead	Construction Period and Operating Period
Shaun Greffard	Project Co's Design and Construction Representative	Effective Date to System Completion
Trent Edwards	Project Co's Operating Period Representative	Construction Period and Operating Period
Design-Builder:		
Dean Siegrist	Design-Builder Representative	Effective Date to System Completion
Barry Baker	Construction Lead	Effective Date to System Completion
Max Comstock	Design Lead	Effective Date to System Completion
Service Provider:		
Trent Edwards	Service Provider Representative	Operating Period
Harminder Gill	Service Provider Product Solutions Manager	Operating Period
Todd Richard	Service Provider Design Support	Construction Period and Operating Period
Jan Summarell	Operations Team Lead	Operating Period

**SCHEDULE 18
COMPLETION DOCUMENTS**

1. GENERAL

In this Schedule 18, "certified" will mean that the relevant document is certified (for and on behalf of the relevant corporation or other entity and without personal liability) by an authorized signatory, director or authorized signatory of the relevant corporation or other entity as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate.

2. DOCUMENTS TO BE DELIVERED BY OPERATIONS CO

Unless an original document is specifically referred to below, Operations Co will deliver to Project Co a certified copy of each of the following documents in accordance with Section 2.2(a) of this Project Implementation Agreement:

- (a) an original of this Project Implementation Agreement, executed by Operations Co;
- (b) an original of the Lenders' Remedies Agreement, executed by the parties to such agreement (other than the Authority and Project Co);
- (c) the Design-Build Agreement, executed by the parties to such agreement;
- (d) the Services Contract, executed by the parties to such agreement;
- (e) the following documents executed by the parties thereto:
 - (1) from the Design-Builder:
 - (A) a letter of credit as security for the Design-Builder's obligations; and
 - (B) a guarantee from each of Ledcor Contractors Group Inc. and BVH, Inc. with respect to the Design-Build Agreement; and
 - (2) from the Service Provider:
 - (A) a letter of credit as security for the Service Provider's obligations; and
 - (B) a guarantee from Ledcor Contractors Group Inc. with respect to the Services Contract,

in each case, which performance and other security will provide for a novation or assignment to the Authority if the Authority exercises its rights under the Design-Builder Collateral Agreement or the Service Provider Collateral Agreement, as applicable;

- (f) an original of the Design-Builder Collateral Agreement, executed by the parties to such agreement (other than the Authority and Project Co);

- (g) an original of the opinion of counsel to the Design-Builder in respect of the Design-Build Agreement and the Design-Builder Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (h) an original of the opinion of counsel to each of Ledcor Contractors Group Inc. and BVH, Inc. in respect of the guarantee given in support of the Design-Build Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (i) an original of the Service Provider Collateral Agreement, executed by the parties to such agreement (other than the Authority and Project Co);
- (j) an original of the opinion of counsel to the Service Provider in respect of the Services Contract and the Service Provider Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (k) an original of the opinion of counsel to Ledcor Contractors Group Inc. in respect of the guarantee given in support of the Services Contract, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (l) the interface agreement between the Design-Builder, the Service Provider and Operations Co, executed by the parties to such agreement;
- (m) a certificate of an authorized signatory of Operations Co certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of Operations Co;
 - (2) incumbency of the authorized signatories of Operations Co; and
 - (3) the constating documents of Operations Co;
- (n) a certificate from Operations Co certifying that no injunction or restraining order or other decision, ruling or order of a court or administrative tribunal of competent jurisdiction being in effect which prohibits, restrains, limits or imposes conditions on the ability of Operations Co to perform its obligations under this Project Implementation Agreement;
- (o) a certificate of an authorized signatory of each of the Design-Builder, Ledcor Contractors Group Inc. and BVH, Inc. certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Design-Builder, Ledcor Contractors Group Inc. or BVH, Inc., as applicable;
 - (2) incumbency of the authorized signatories of the Design-Builder, Ledcor Contractors Group Inc. or BVH, Inc., as applicable; and
 - (3) the constating documents of the Design-Builder, Ledcor Contractors Group Inc. or BVH, Inc., as applicable;

- (p) a certificate of an authorized signatory of each of the Service Provider and Leducor Contractors Group Inc. certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Service Provider or Leducor Contractors Group Inc., as applicable;
 - (2) incumbency of the authorized signatories of the Service Provider or Leducor Contractors Group Inc., as applicable; and
 - (3) the constating documents of the Service Provider or Leducor Contractors Group Inc., as applicable;
- (q) a certificate of good standing for Operations Co;
- (r) a statement of registration in the Commonwealth of Kentucky for Operations Co, the Design-Builder and the Service Provider;
- (s) a copy of an insurance binder or certificates of insurance for all policies required to be taken out by or on behalf of Operations Co for the Construction Period in accordance with this Project Implementation Agreement;
- (t) an original notice of appointment of Representatives to be appointed by Operations Co under this Project Implementation Agreement;
- (u) an original of the opinion from counsel to Operations Co that Operations Co exists, has the power and capacity to enter into this Project Implementation Agreement, the Lenders' Remedies Agreement, the Design-Builder Collateral Agreement and the Service Provider Collateral Agreement, and that such documents have been duly authorized, executed and delivered by Operations Co, create valid and binding obligations, and are enforceable against Operations Co in accordance with their terms, in a form acceptable to the Authority and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Operations Co's counsel; and
- (v) such other documents as the parties may agree, each acting reasonably.

3. DOCUMENTS TO BE DELIVERED BY PROJECT CO

Unless an original document is specifically referred to below, Project Co will deliver to Operations Co a certified copy of each of the following documents in accordance with Section 2.2(b) of this Project Implementation Agreement:

- (a) an original of this Project Implementation Agreement, executed by Project Co;
- (b) an original copy of the Lenders' Remedies Agreement, executed by the Authority and Project Co;
- (c) an original of the Design-Builder Collateral Agreement, executed by the Authority and Project Co;

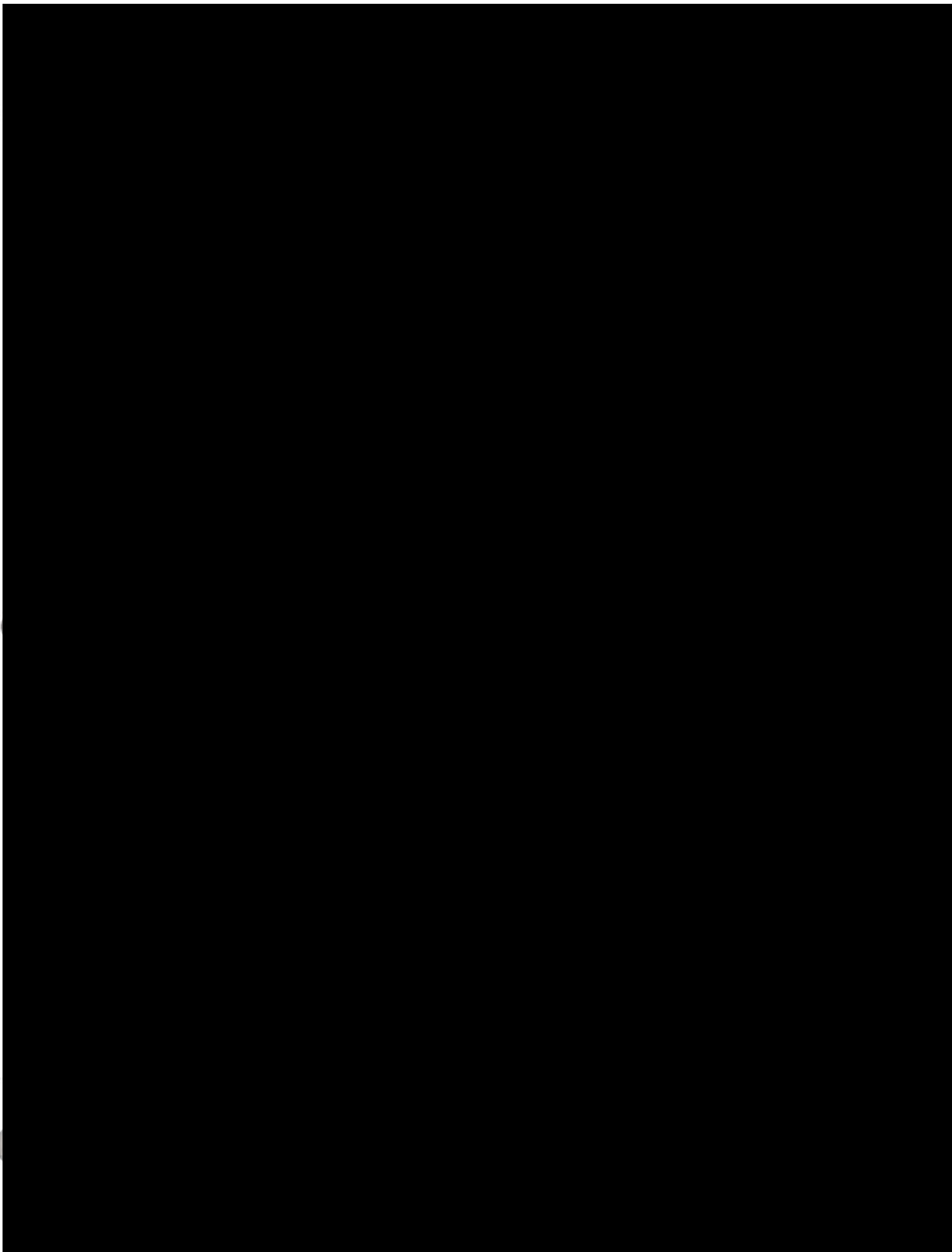
- (d) an original of the Service Provider Collateral Agreement, executed by the Authority and Project Co;
- (e) a certificate of an authorized signatory of Project Co certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of Project Co;
 - (2) incumbency of the authorized signatories of Project Co; and
 - (3) the constating documents of Project Co;
- (f) a certificate from Project Co certifying that no injunction or restraining order or other decision, ruling or order of a court or administrative tribunal of competent jurisdiction being in effect which prohibits, restrains, limits or imposes conditions on the ability of Project Co to perform its obligations under this Project Implementation Agreement;
- (g) an original notice of appointment of the Representatives to be appointed by Project Co under this Project Implementation Agreement;
- (h) an original of the opinion from counsel to Project Co that Project Co has the power and capacity to enter into this Project Implementation Agreement, the Lenders' Remedies Agreement, the Design-Builder Collateral Agreement and the Service Provider Collateral Agreement, and that such documents have been duly authorized, executed and delivered by Project Co, create valid and binding obligations, and are enforceable against Project Co in accordance with their terms, in a form acceptable to Operations Co and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Project Co's counsel; and
- (i) such other documents as the parties may agree, each acting reasonably.

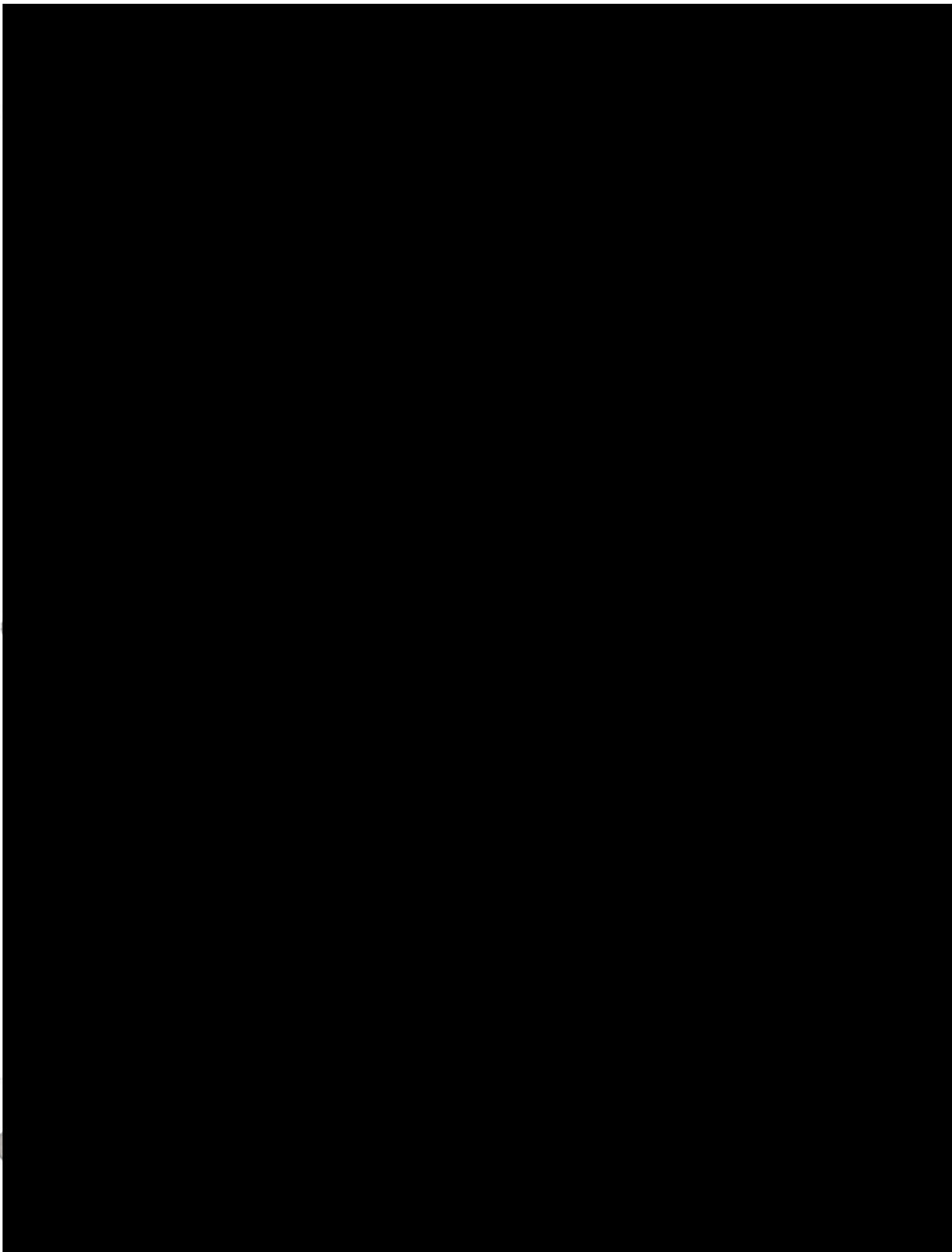
**SCHEDULE 19
MARKET TESTING PROCEDURE**

Schedule 19 to the Project Agreement is incorporated by reference with necessary amendments to reflect that Operations Co, rather than Project Co, will have the benefit of all rights and will be assuming all obligations related to Market Testing.

**SCHEDULE 20
THIRD PARTY INFRASTRUCTURE TERM SHEETS**

See attached.





the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

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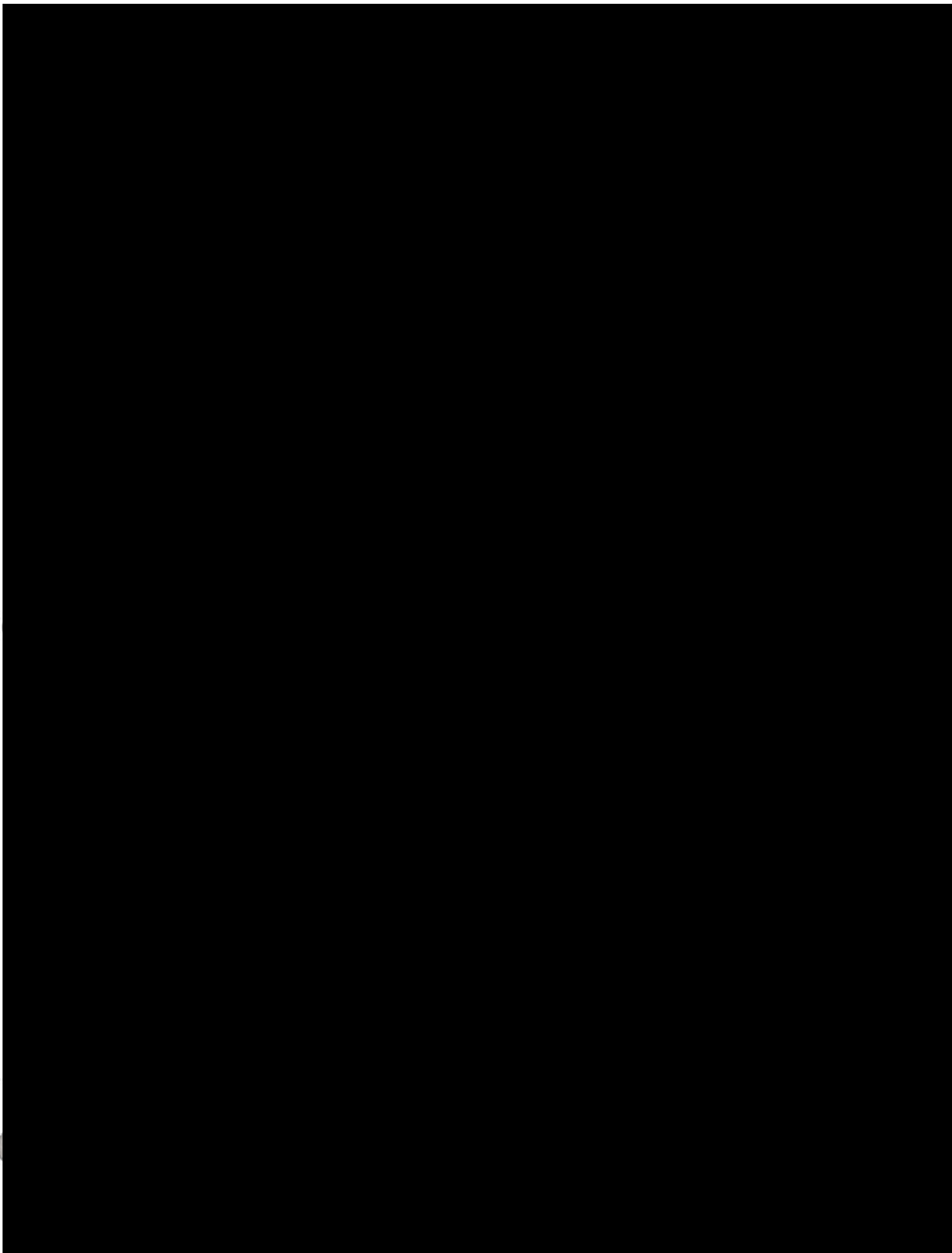
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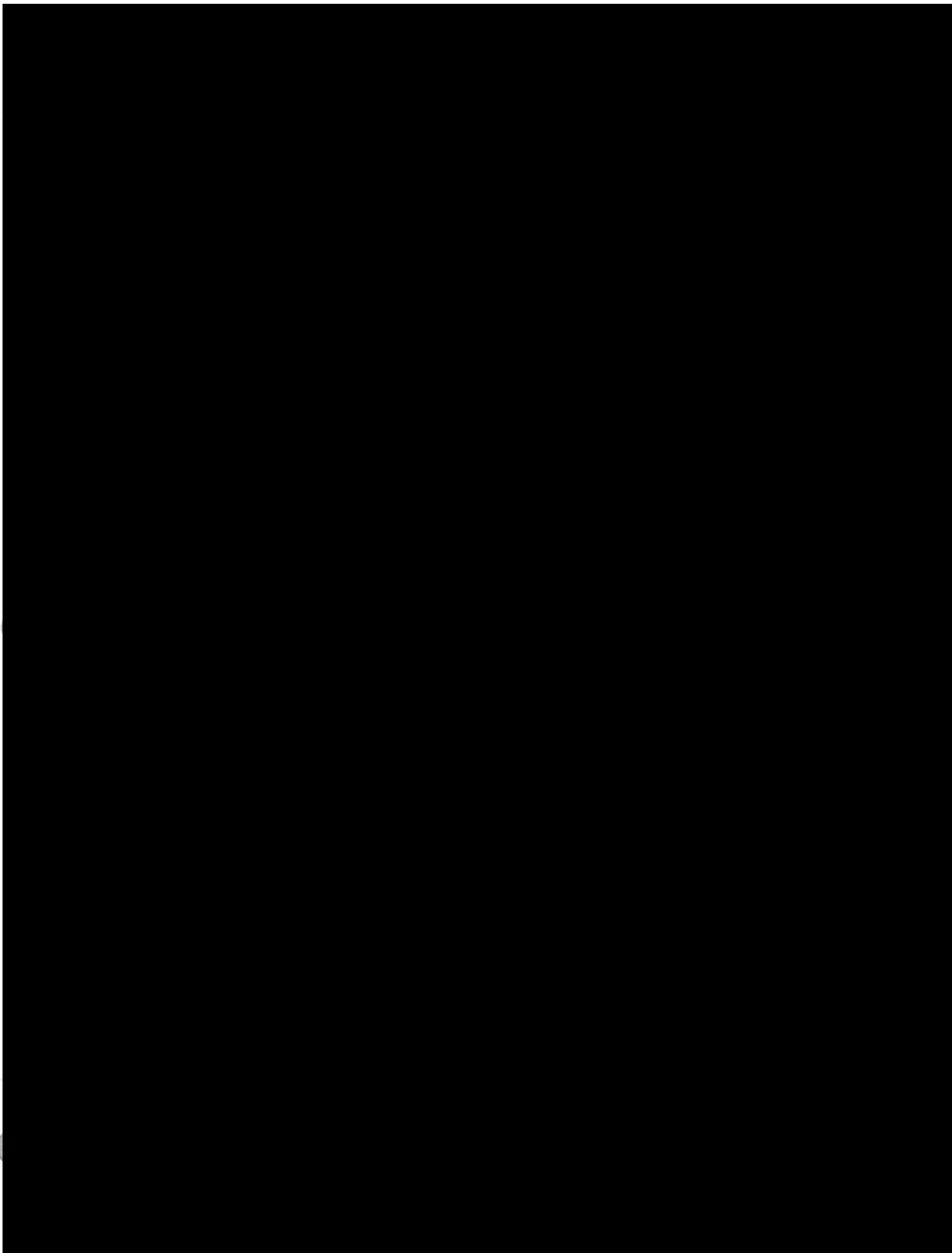
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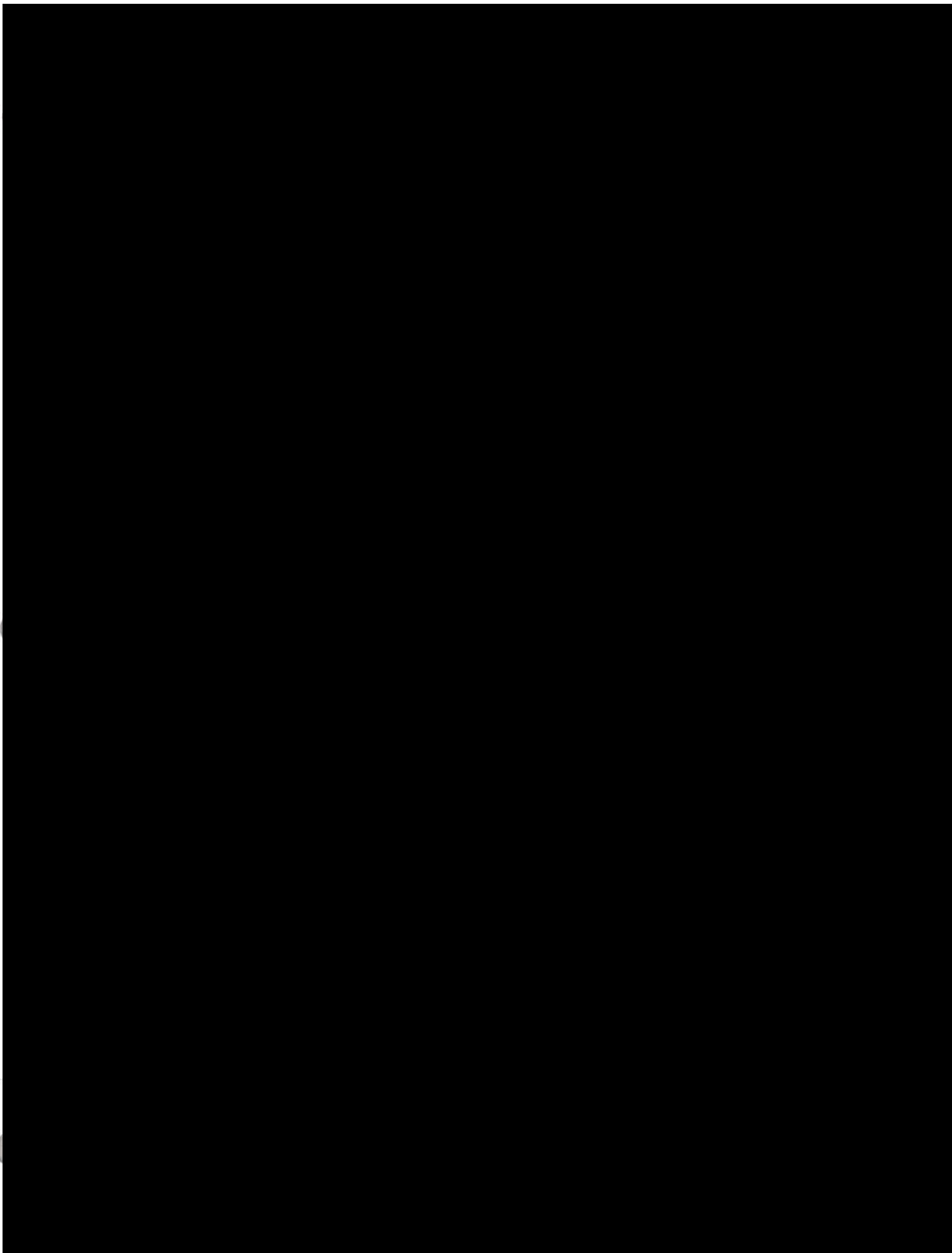
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the 1990s, the number of people with diabetes has increased in all industrialized countries, and this increase is continuing (1).

Diabetes is a chronic disease, and the prevalence of diabetes is increasing in all industrialized countries. In the Netherlands, the prevalence of diabetes is 6.5% (2). The prevalence of diabetes is expected to increase to 10% by the year 2010 (3). The prevalence of diabetes is expected to increase to 15% by the year 2020 (4).

The prevalence of diabetes is increasing in all industrialized countries, and this increase is continuing (1).

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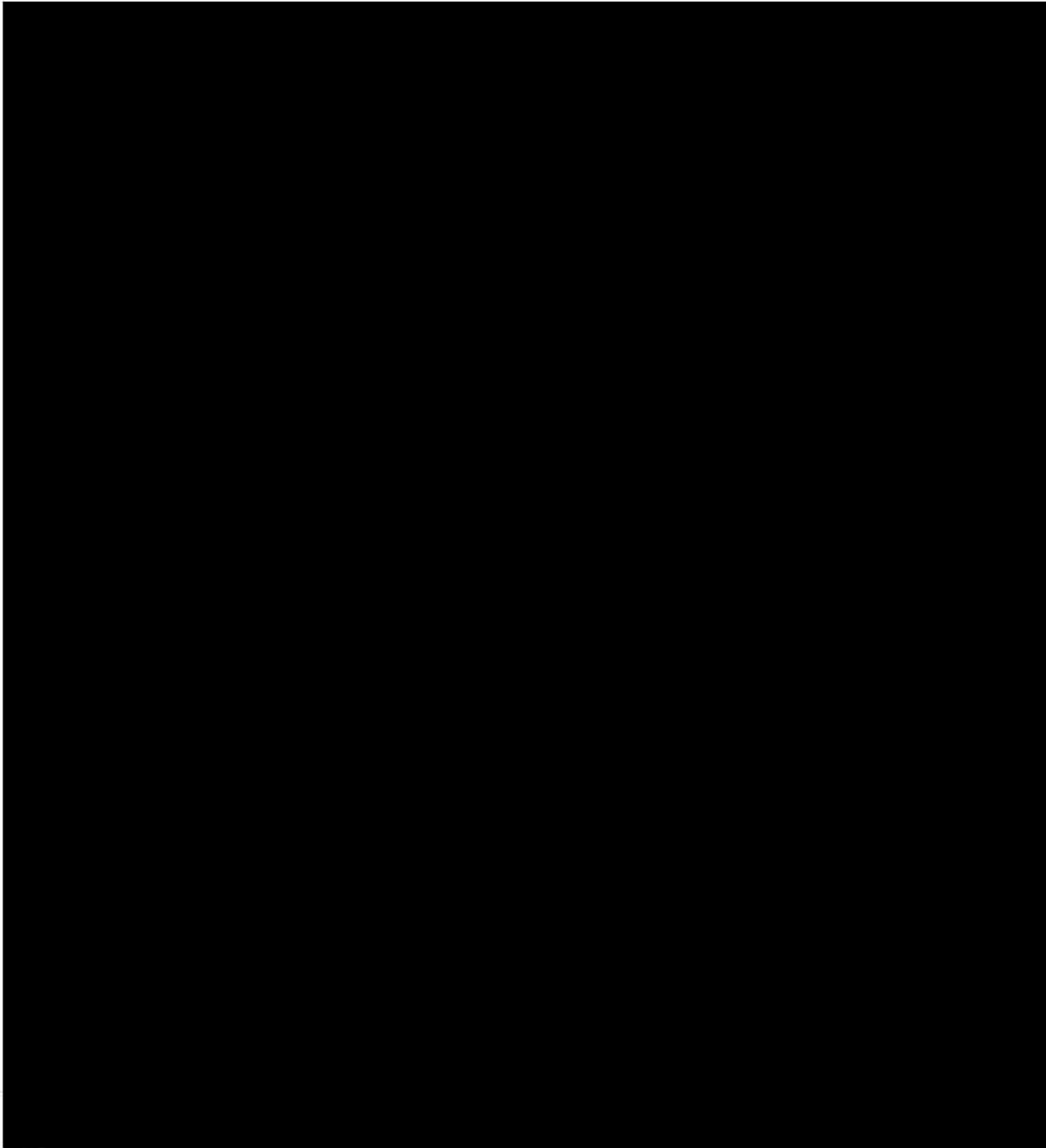
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Confidential and Proprietary



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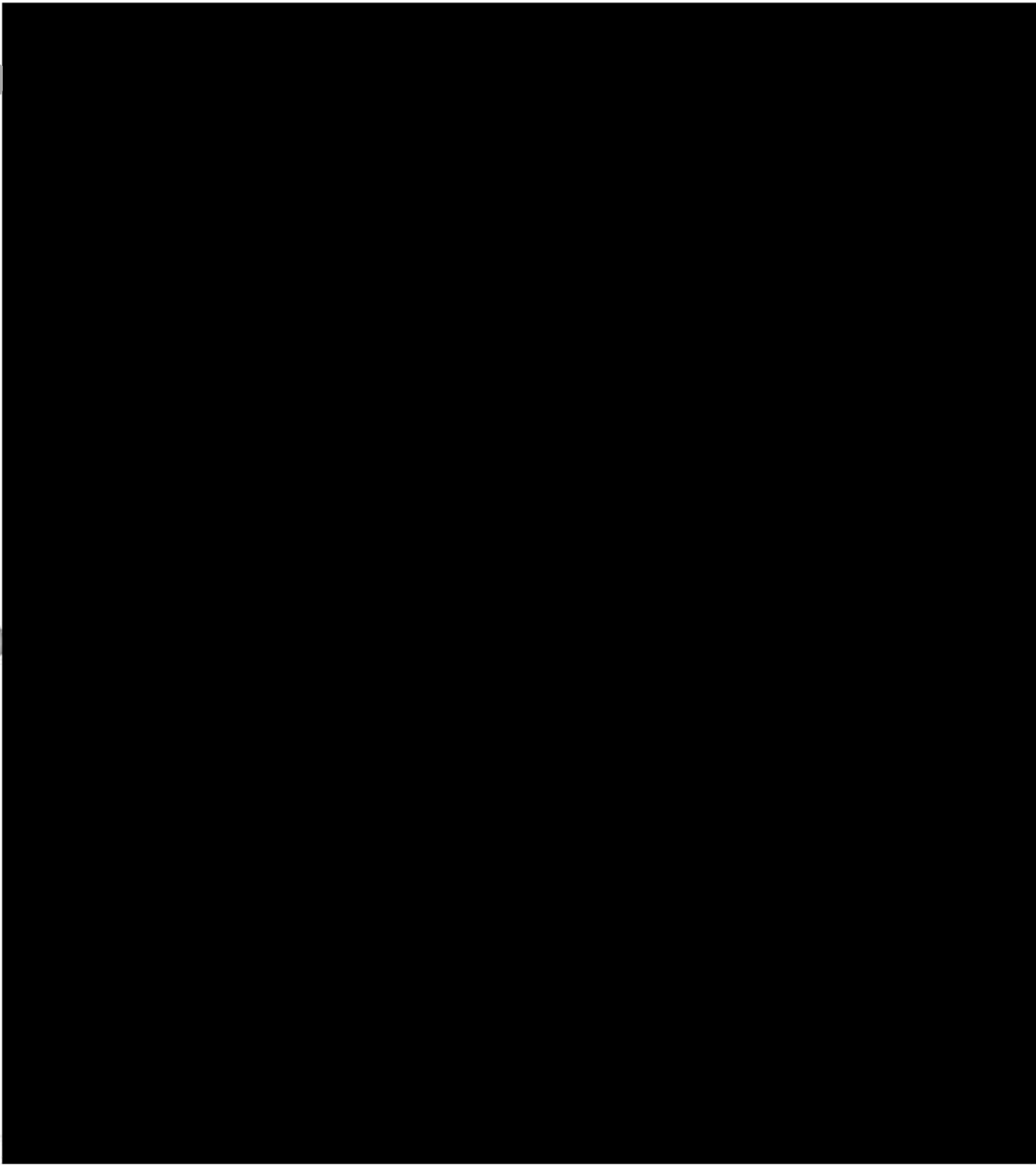
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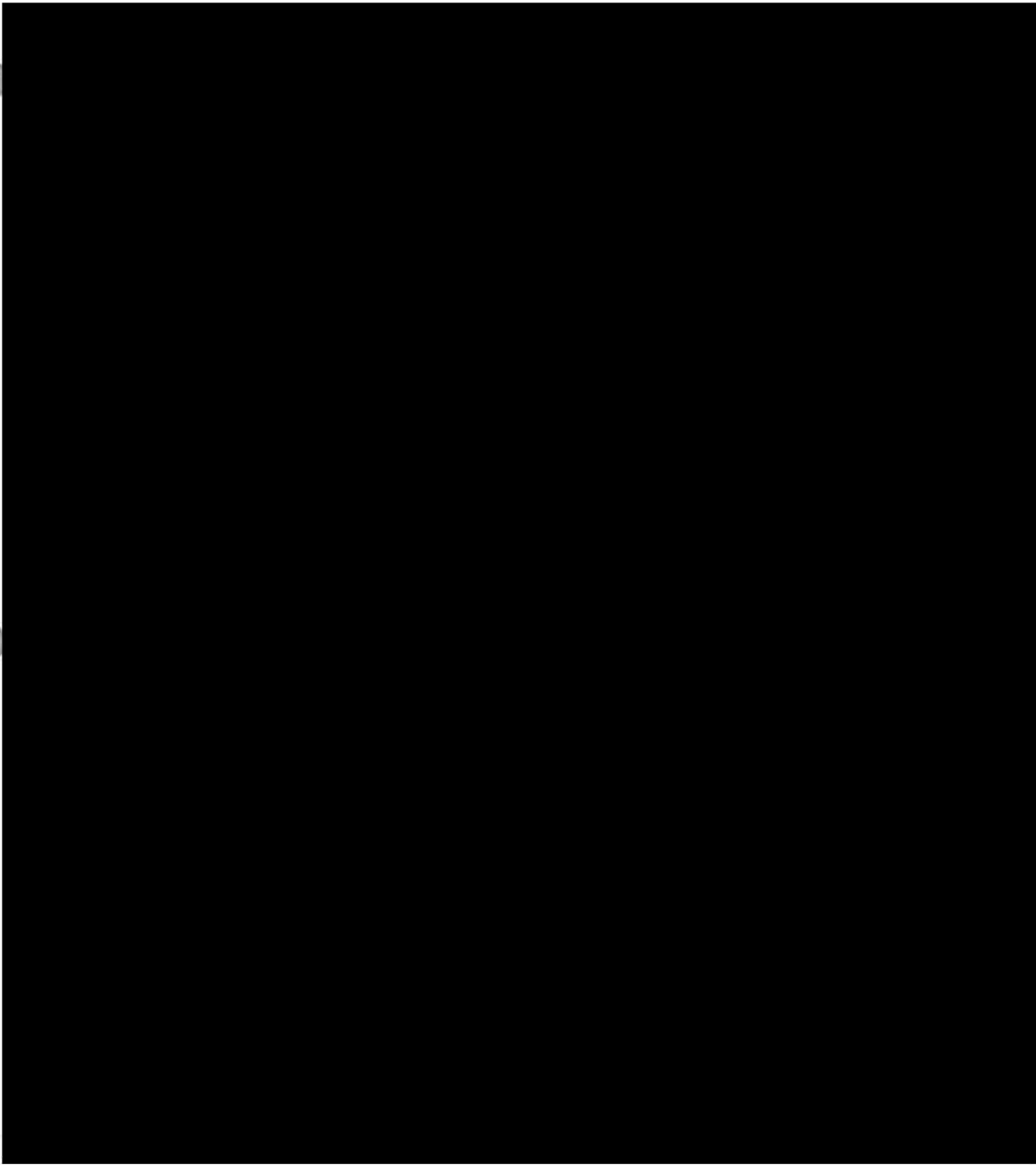
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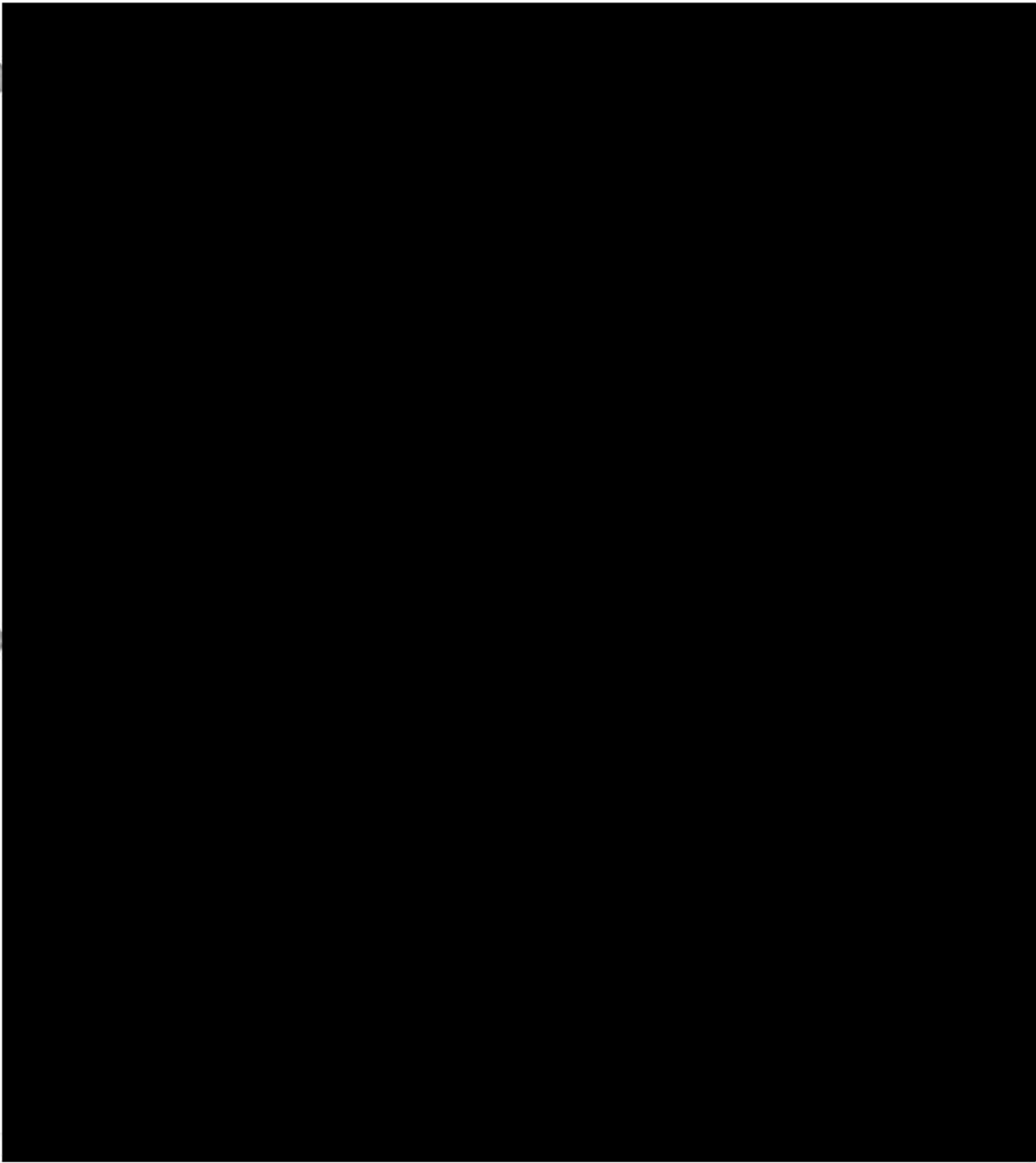
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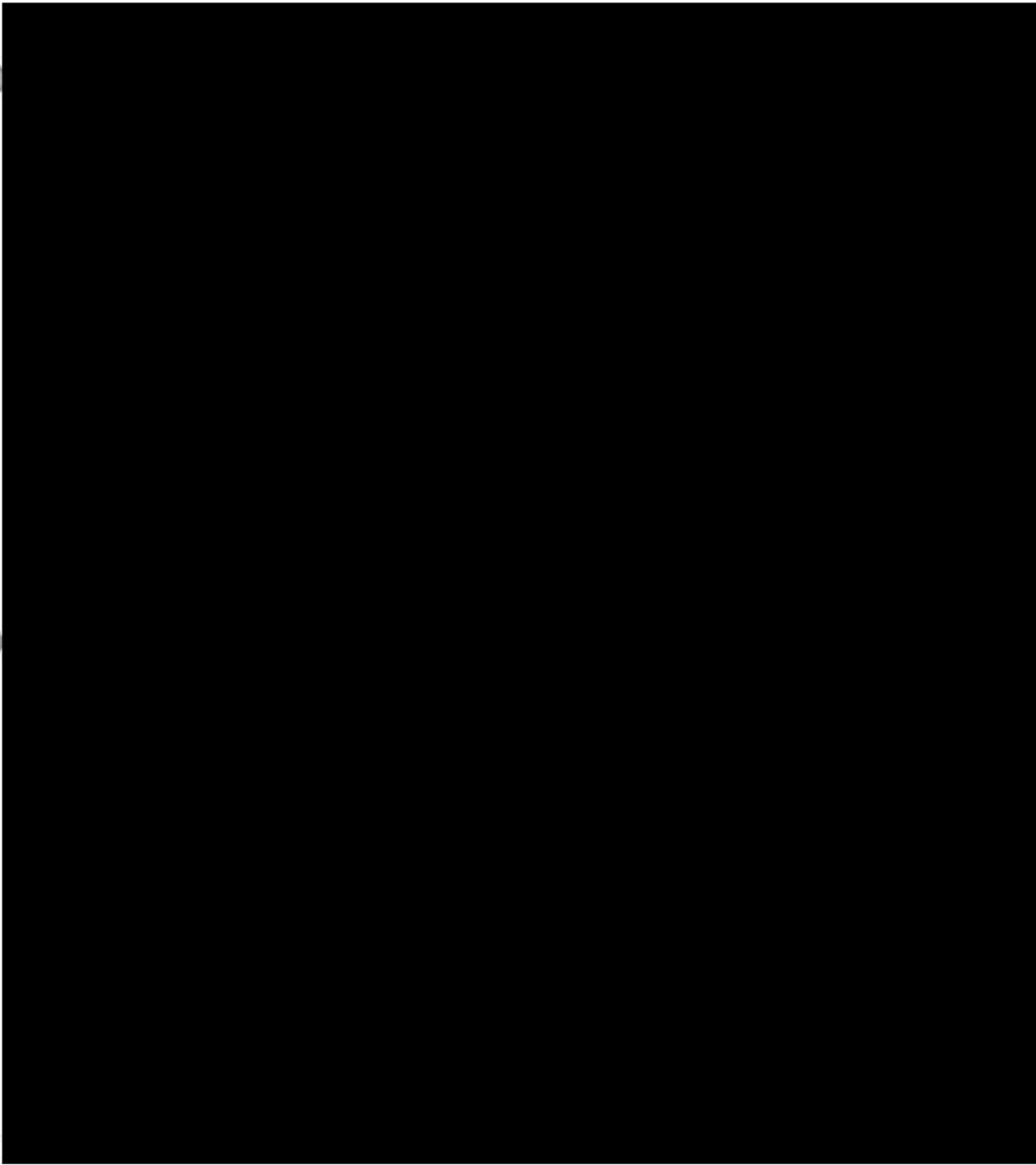
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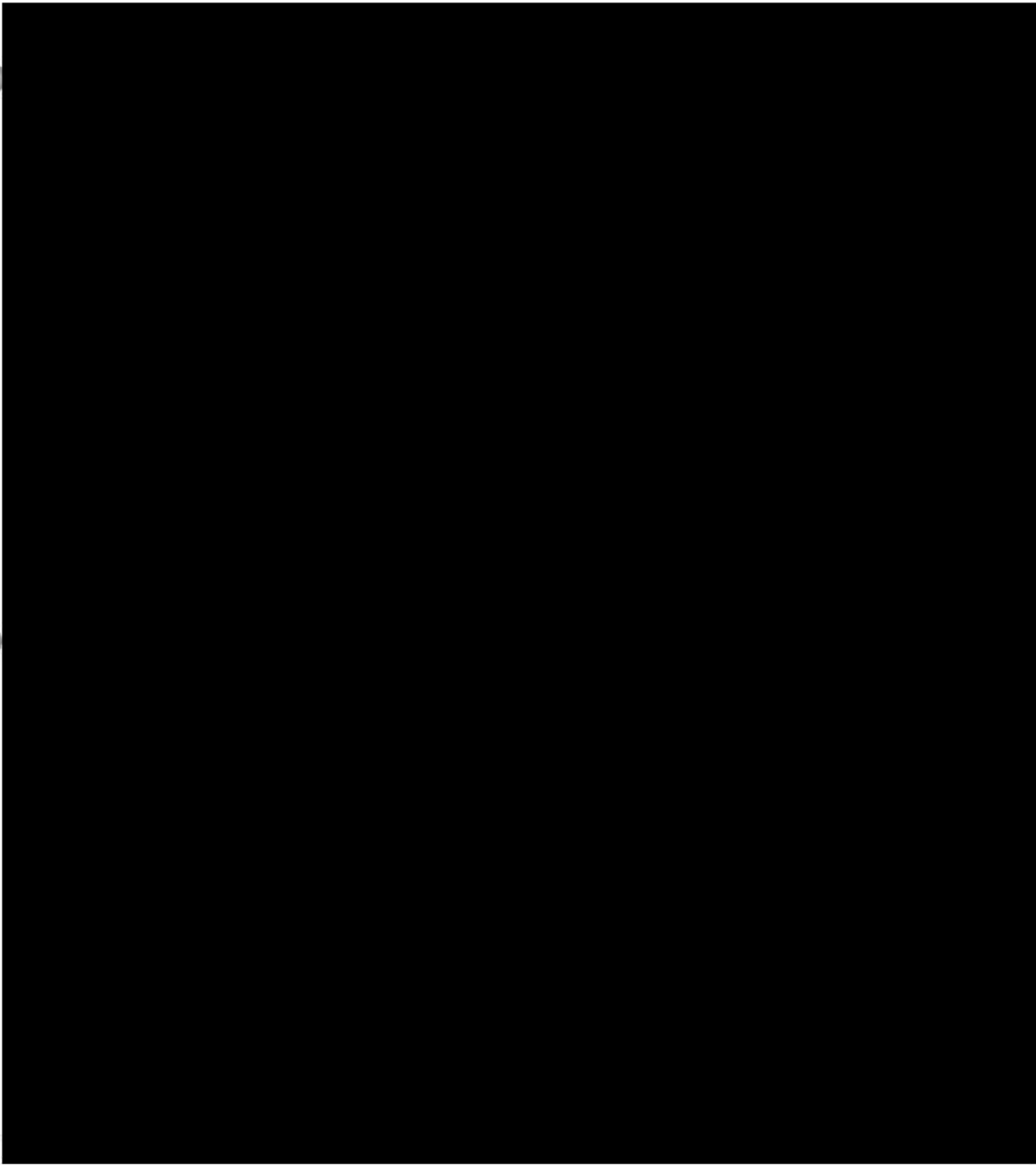
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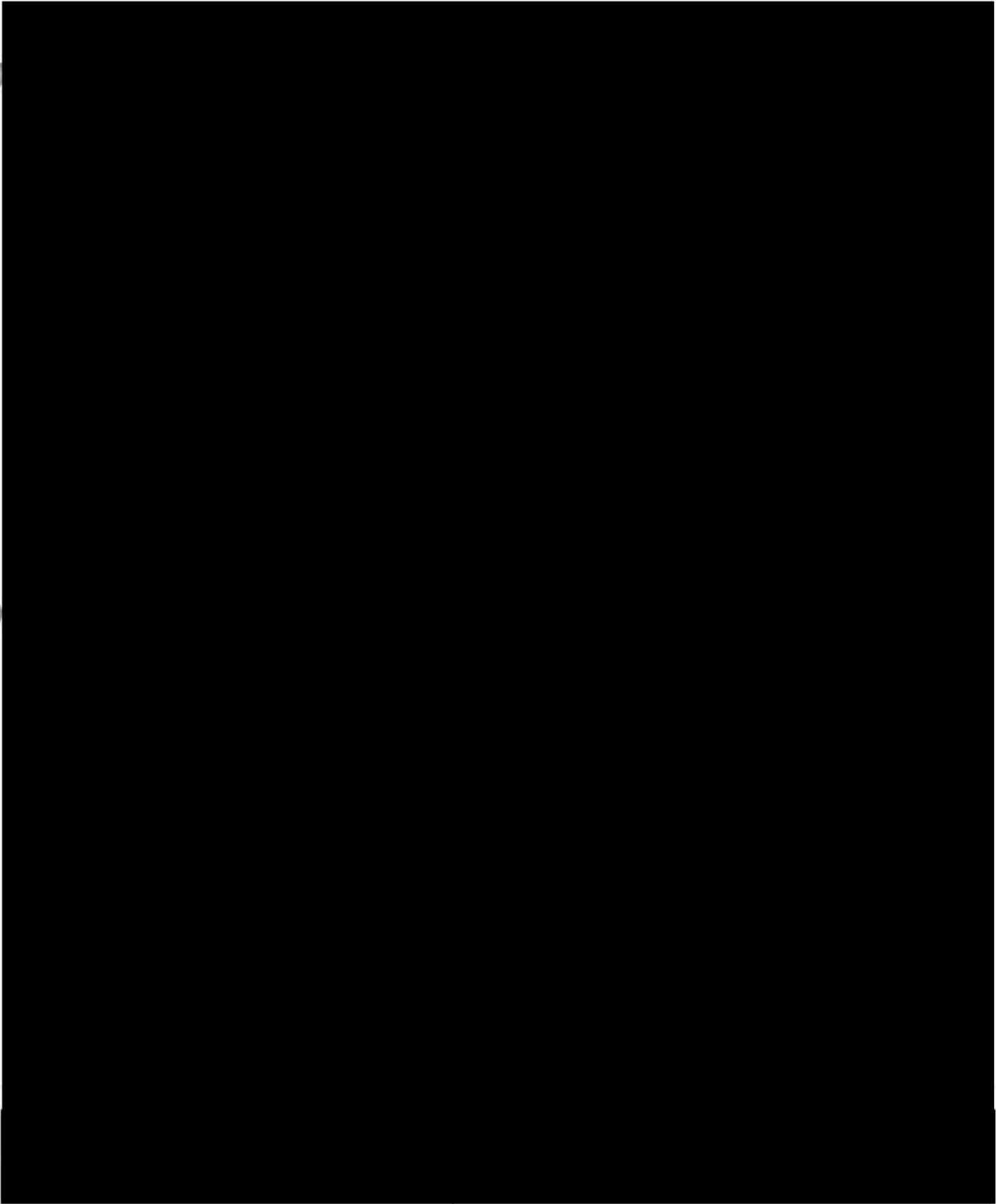


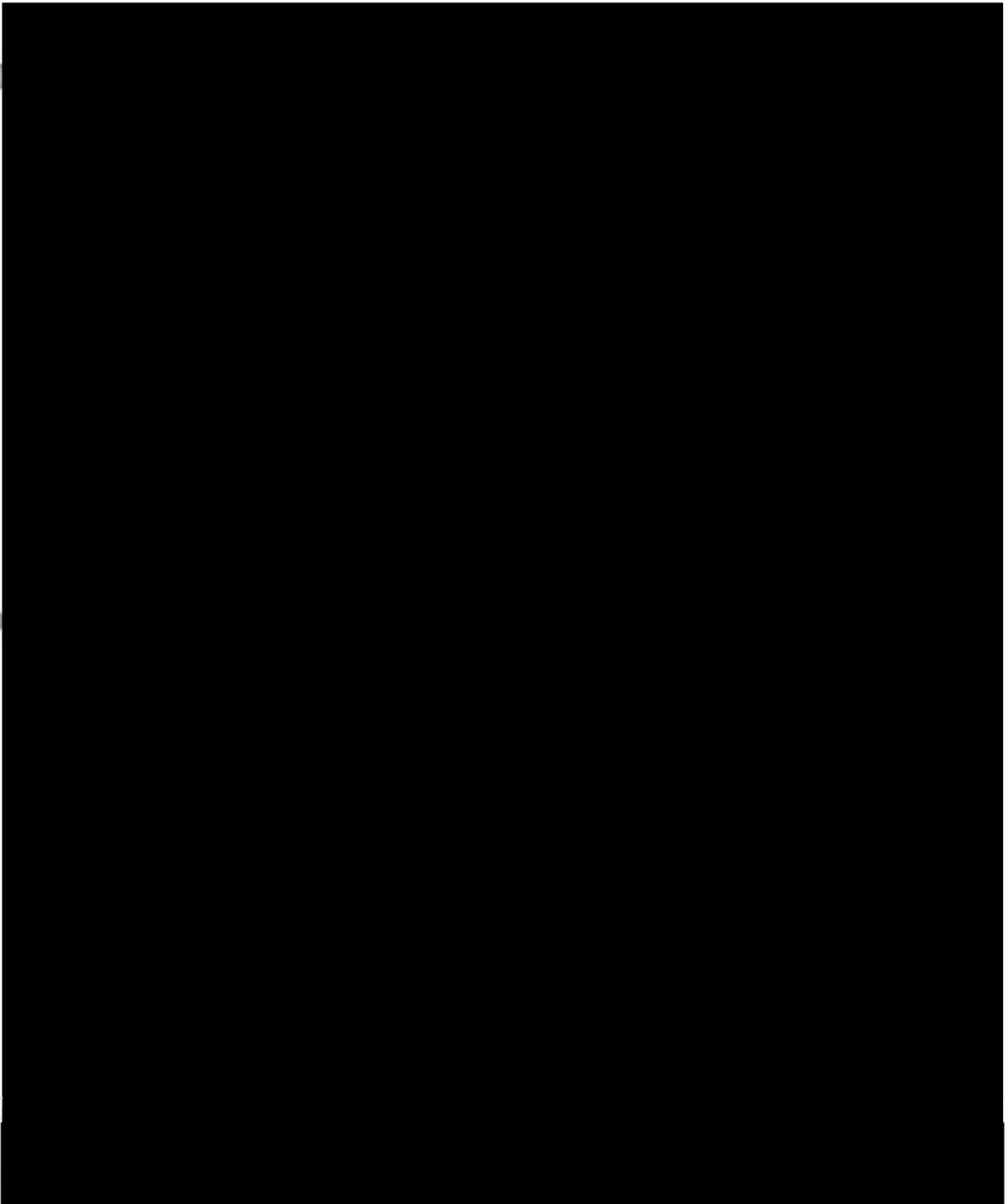


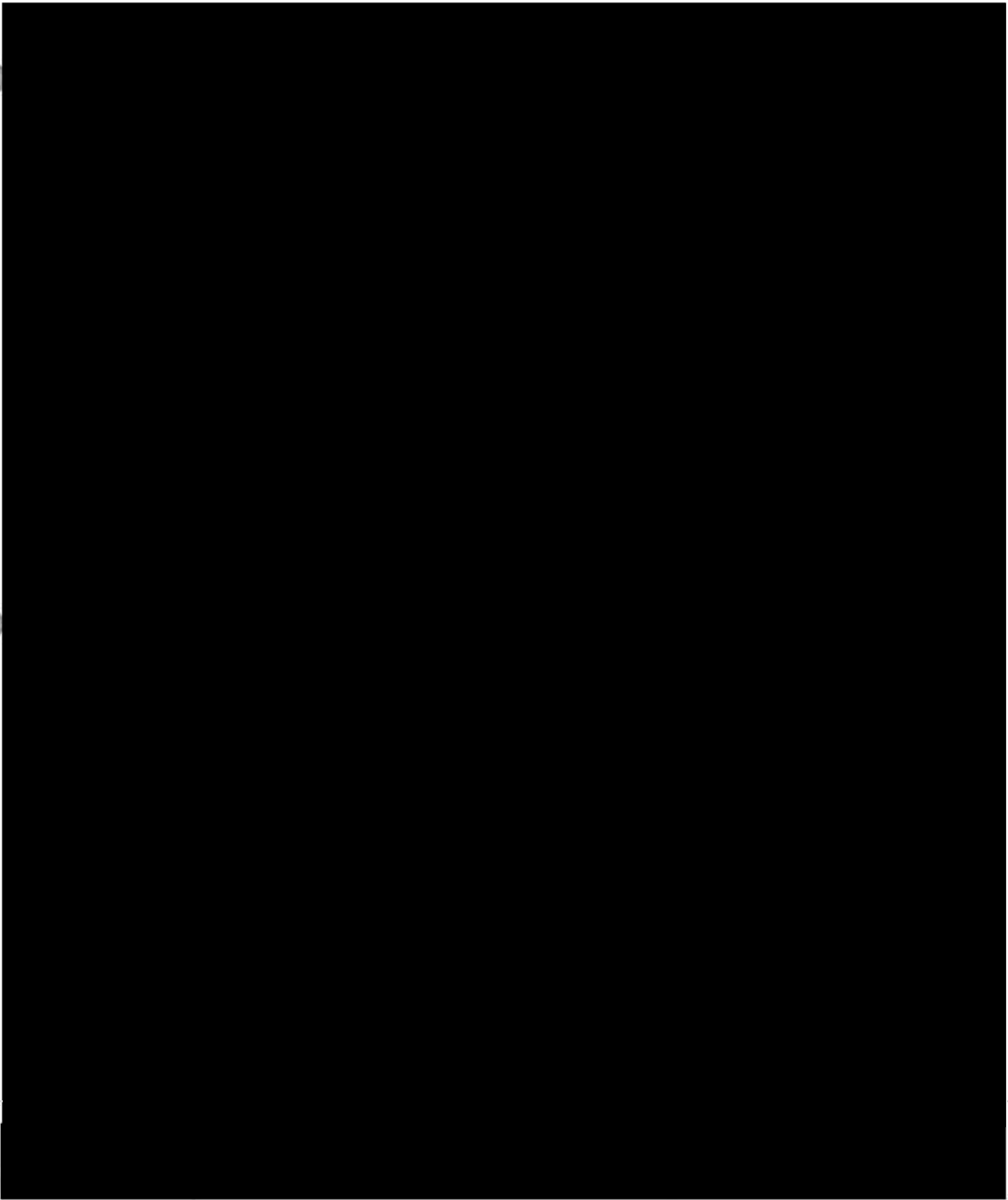


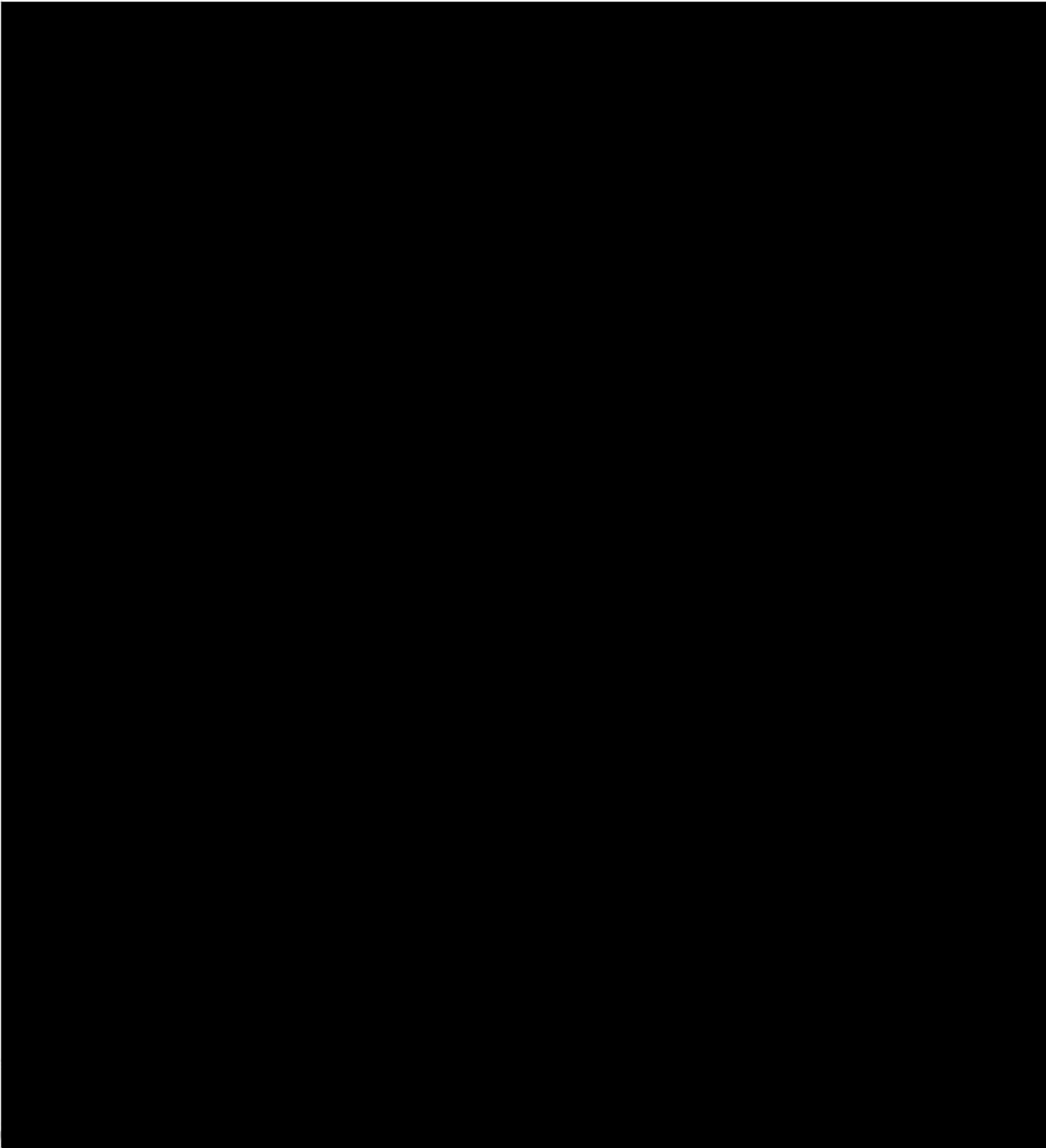


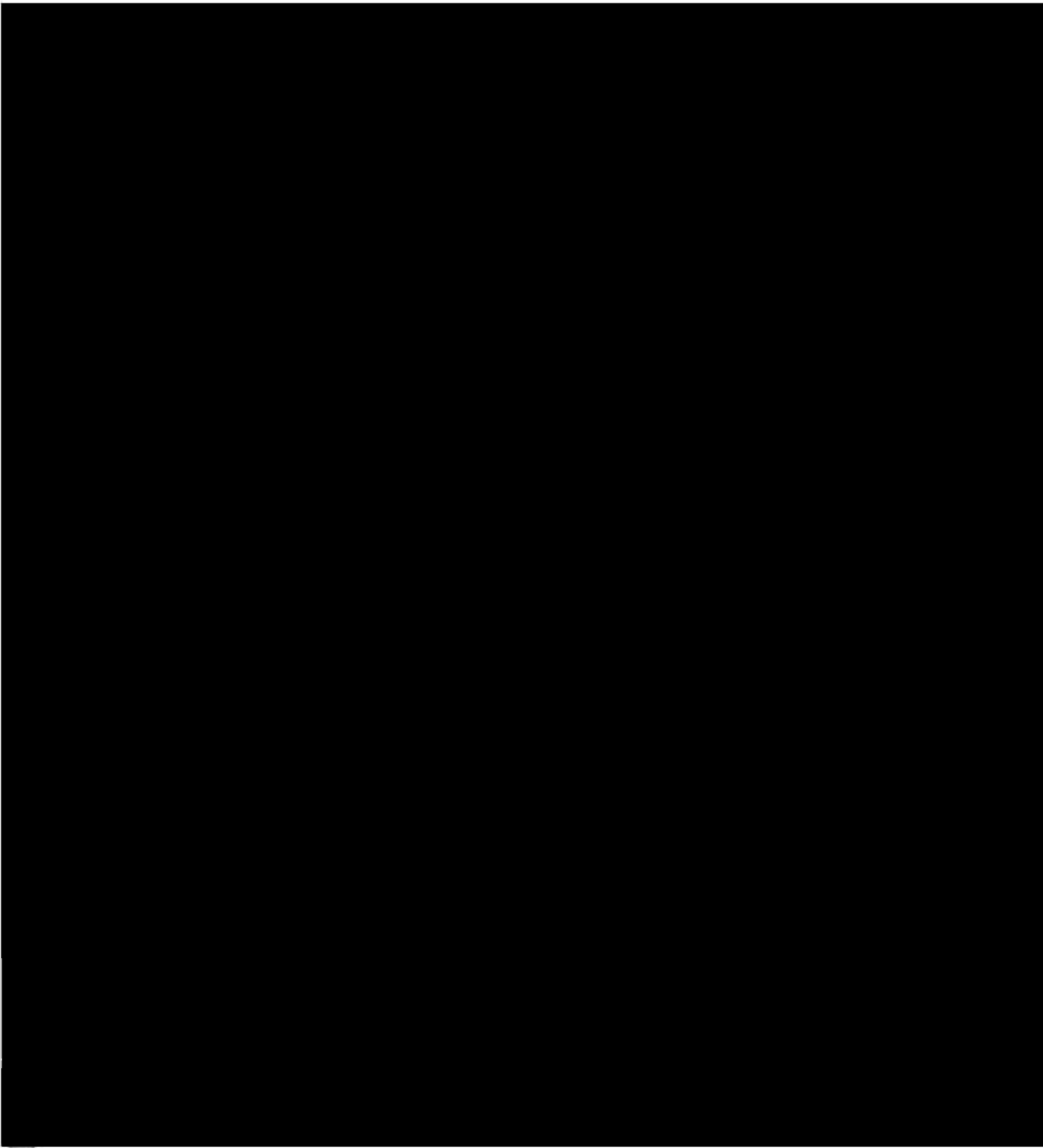


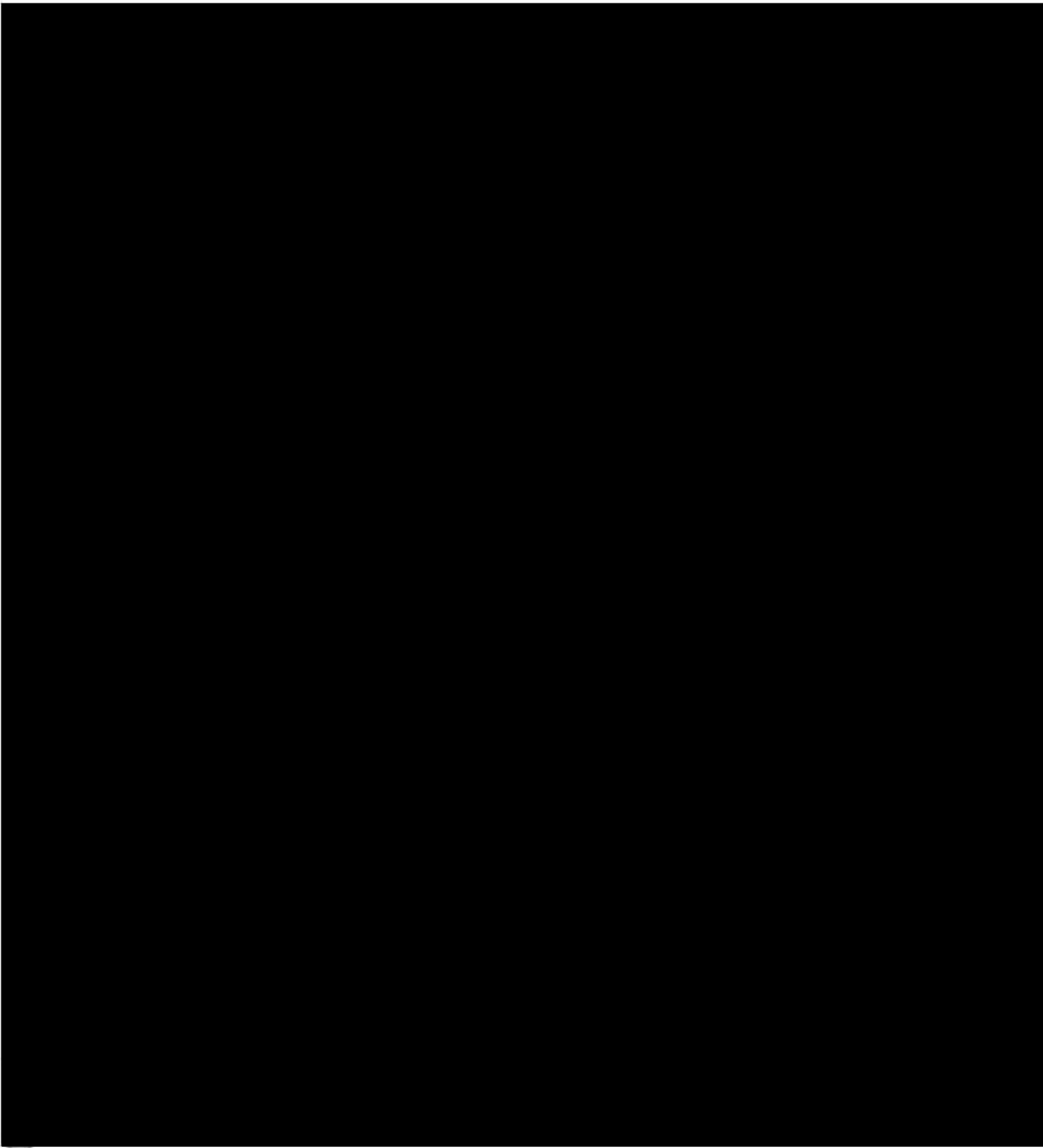


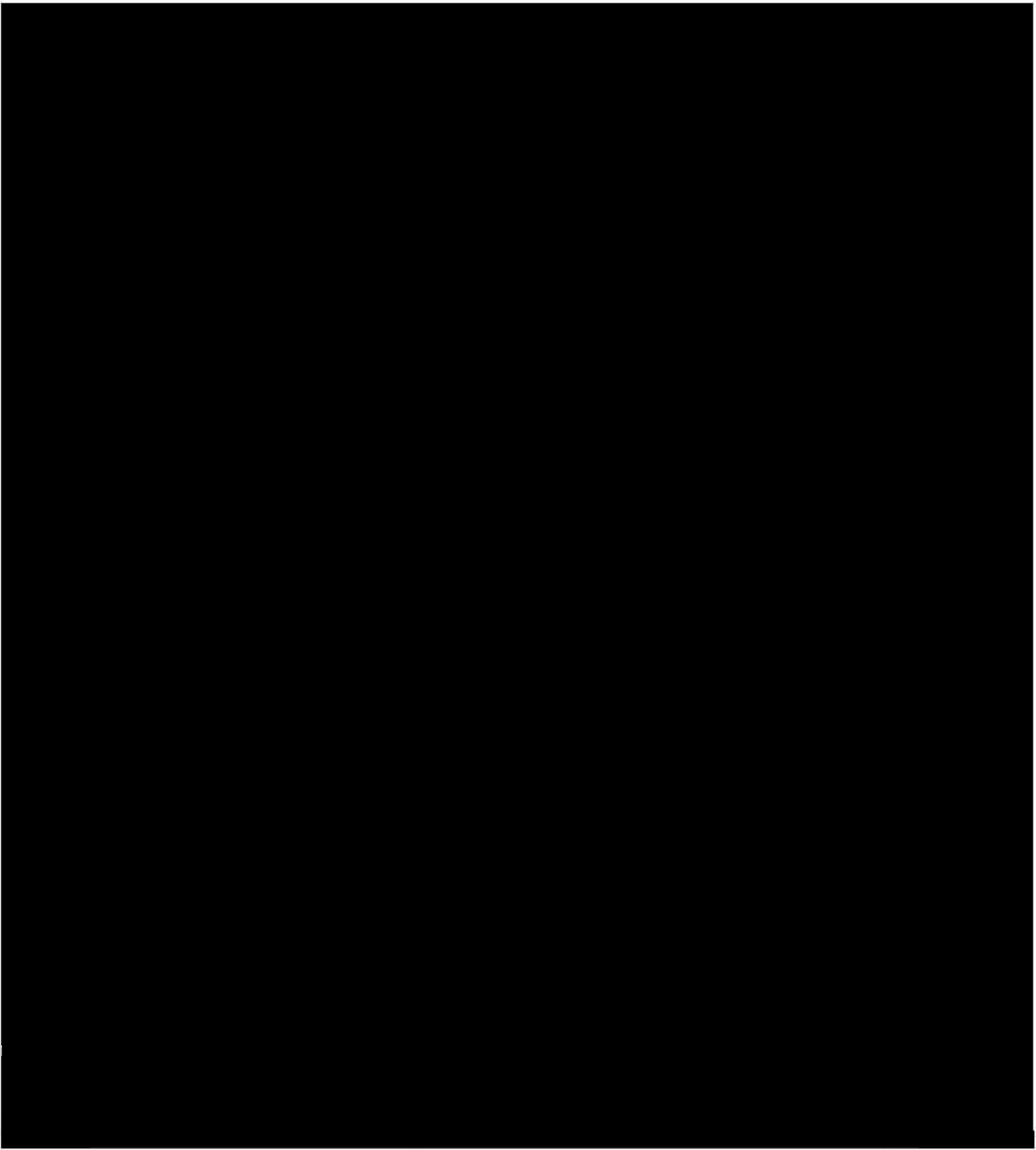


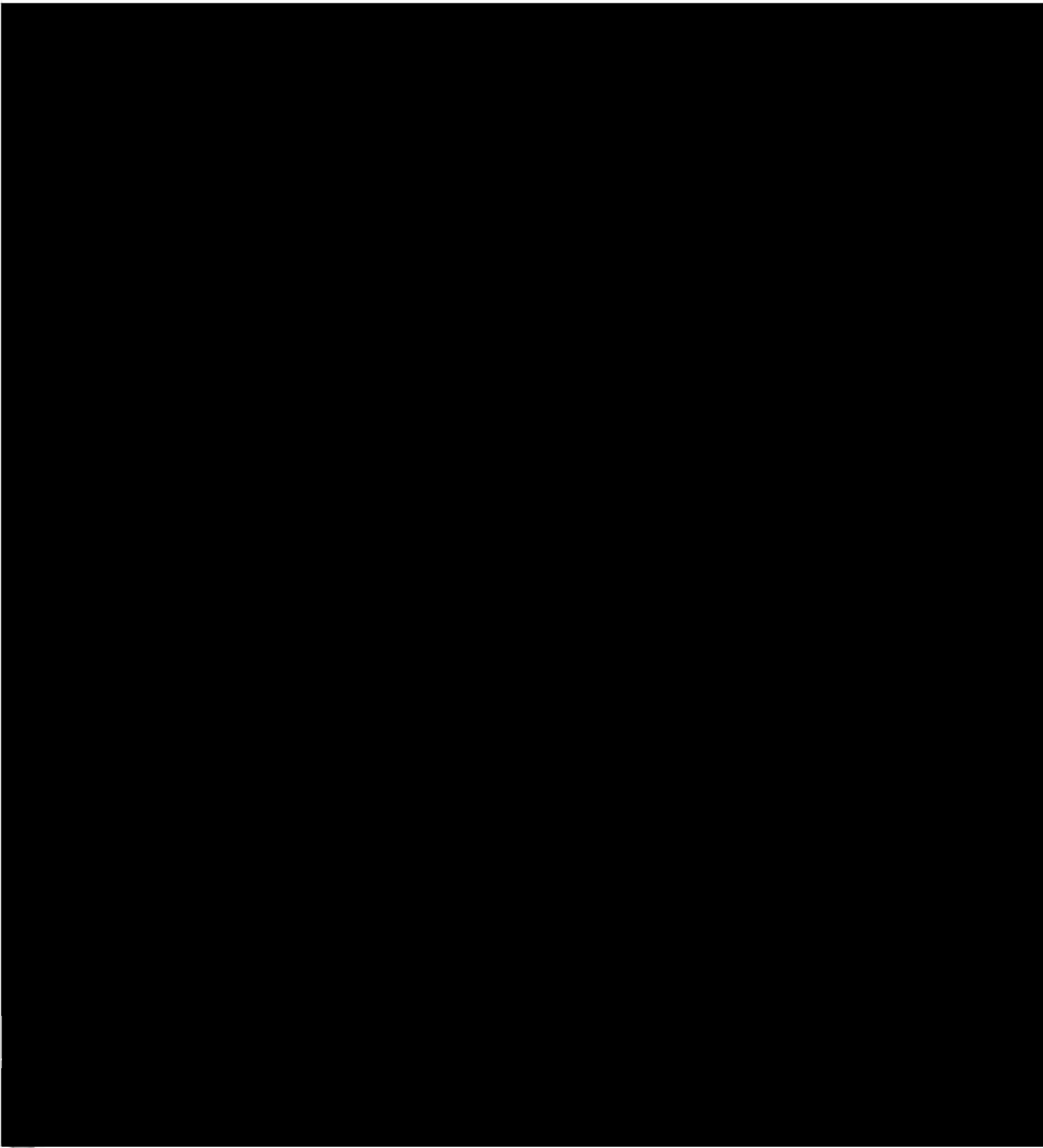


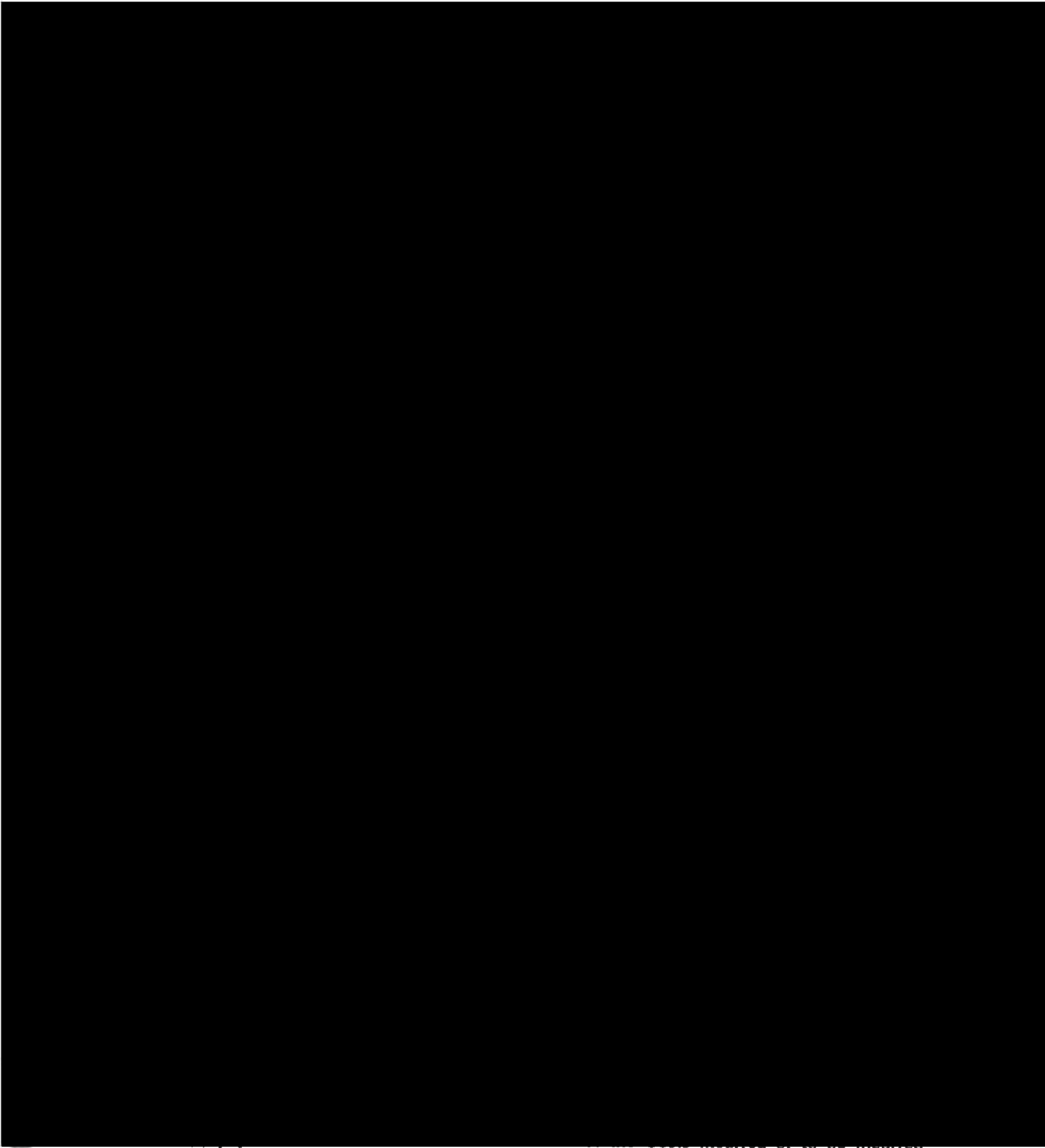


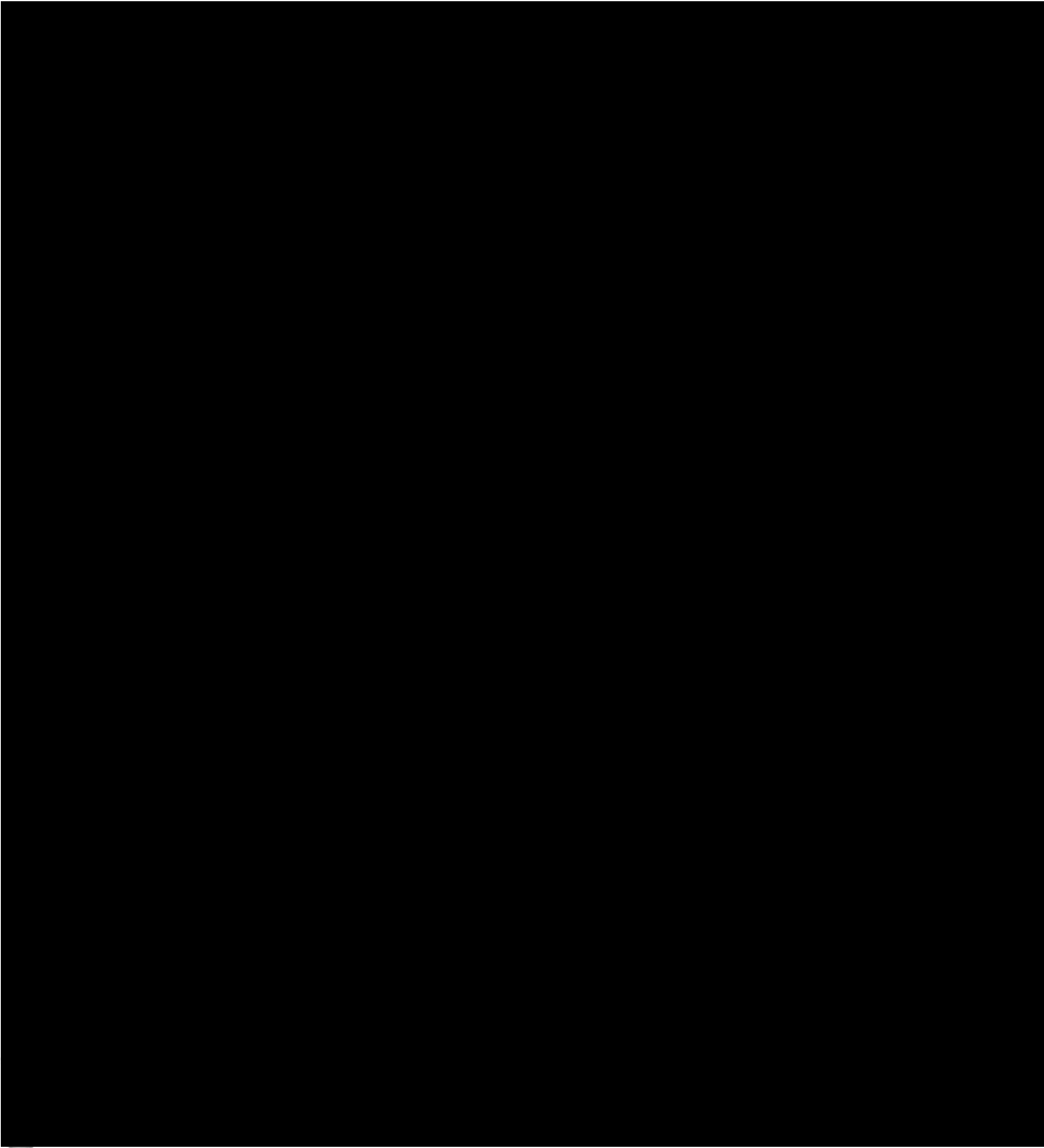


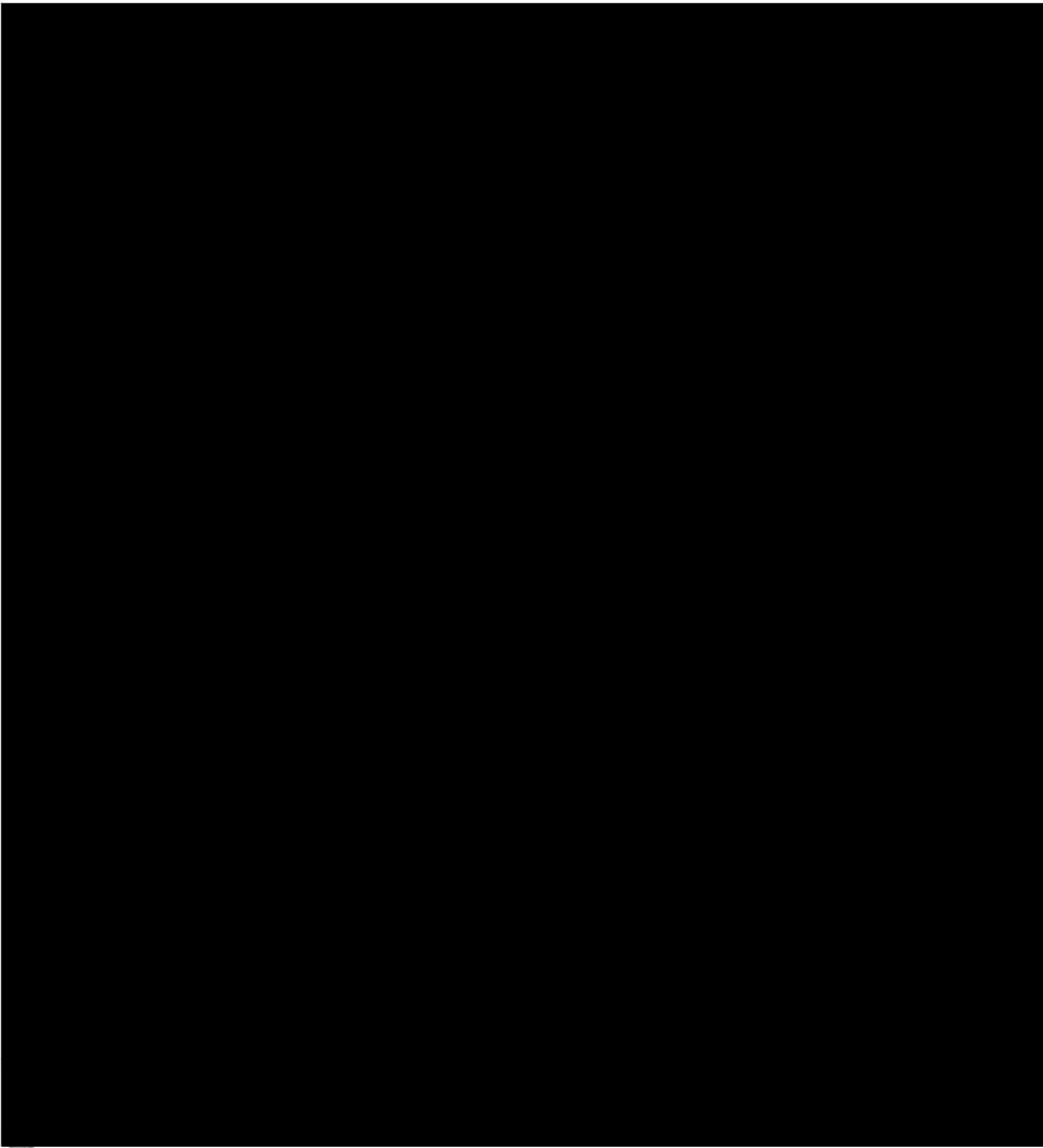


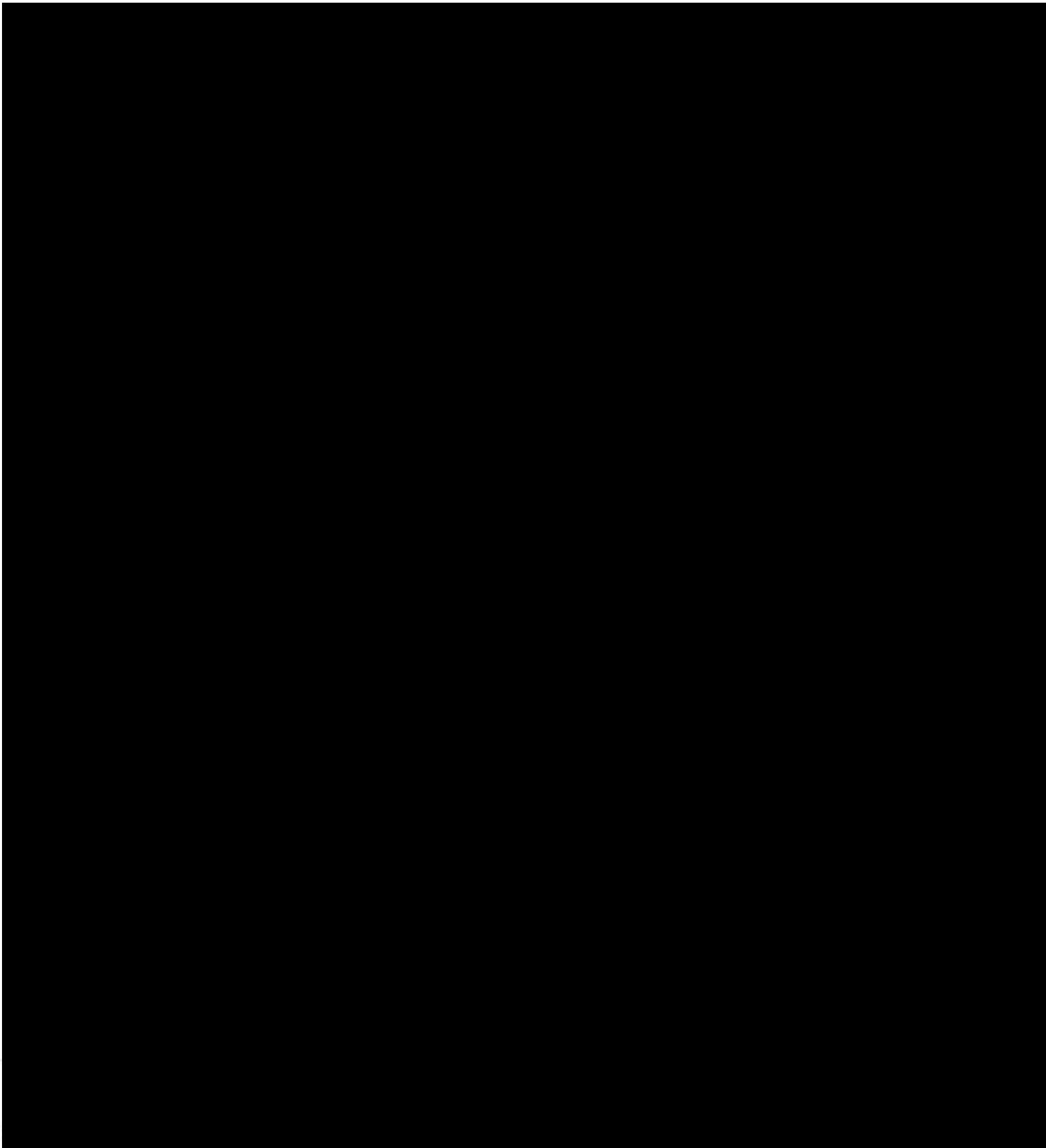


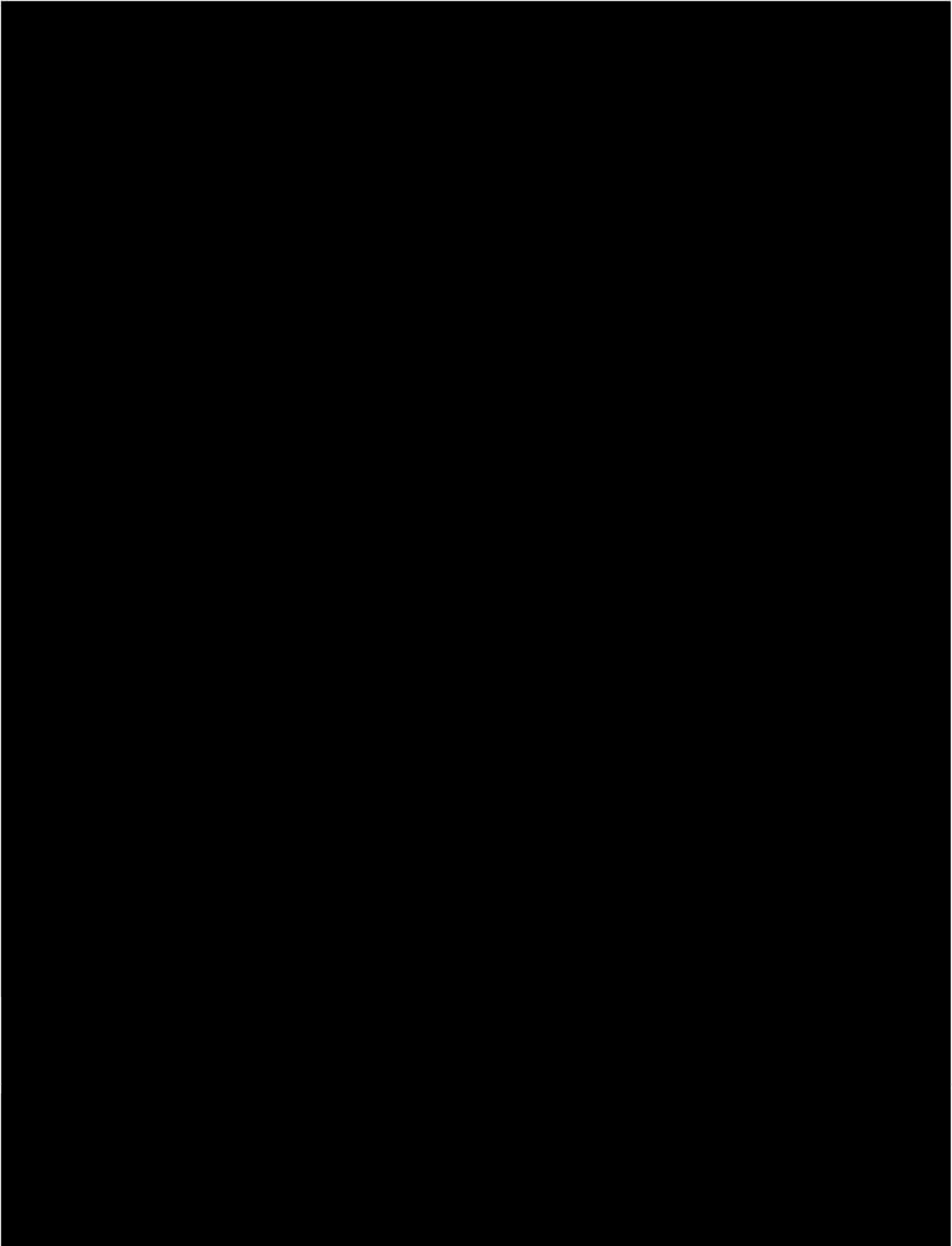


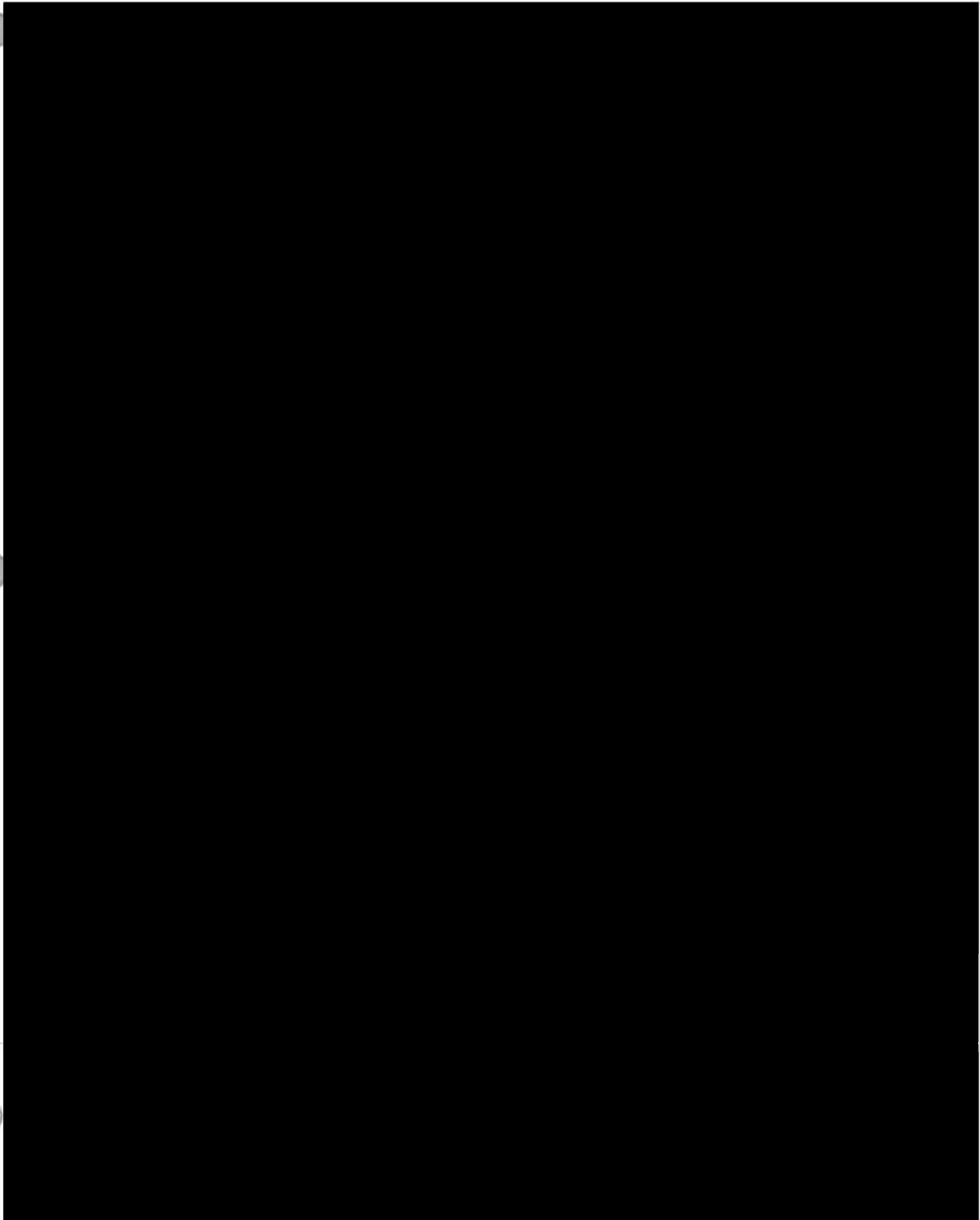


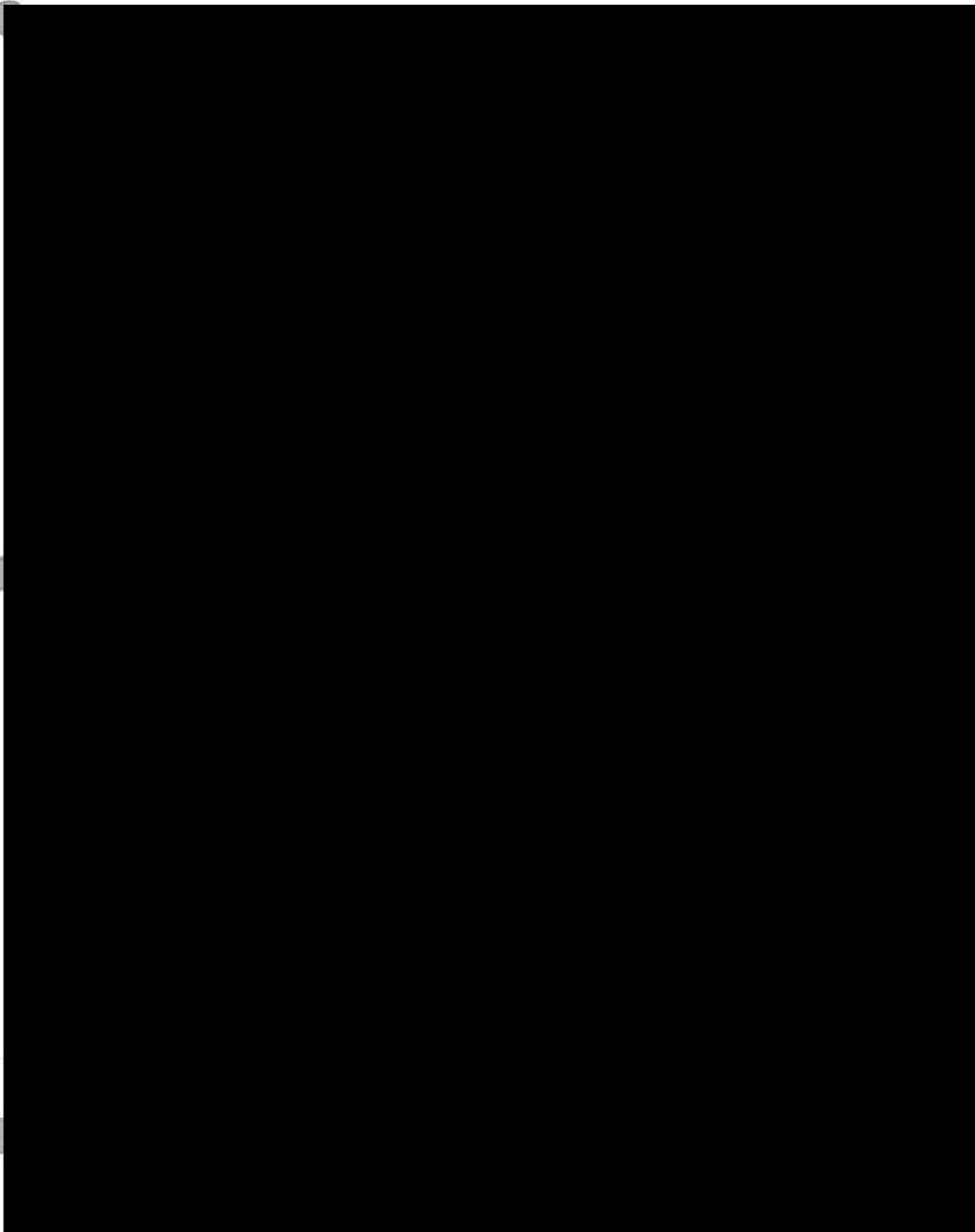


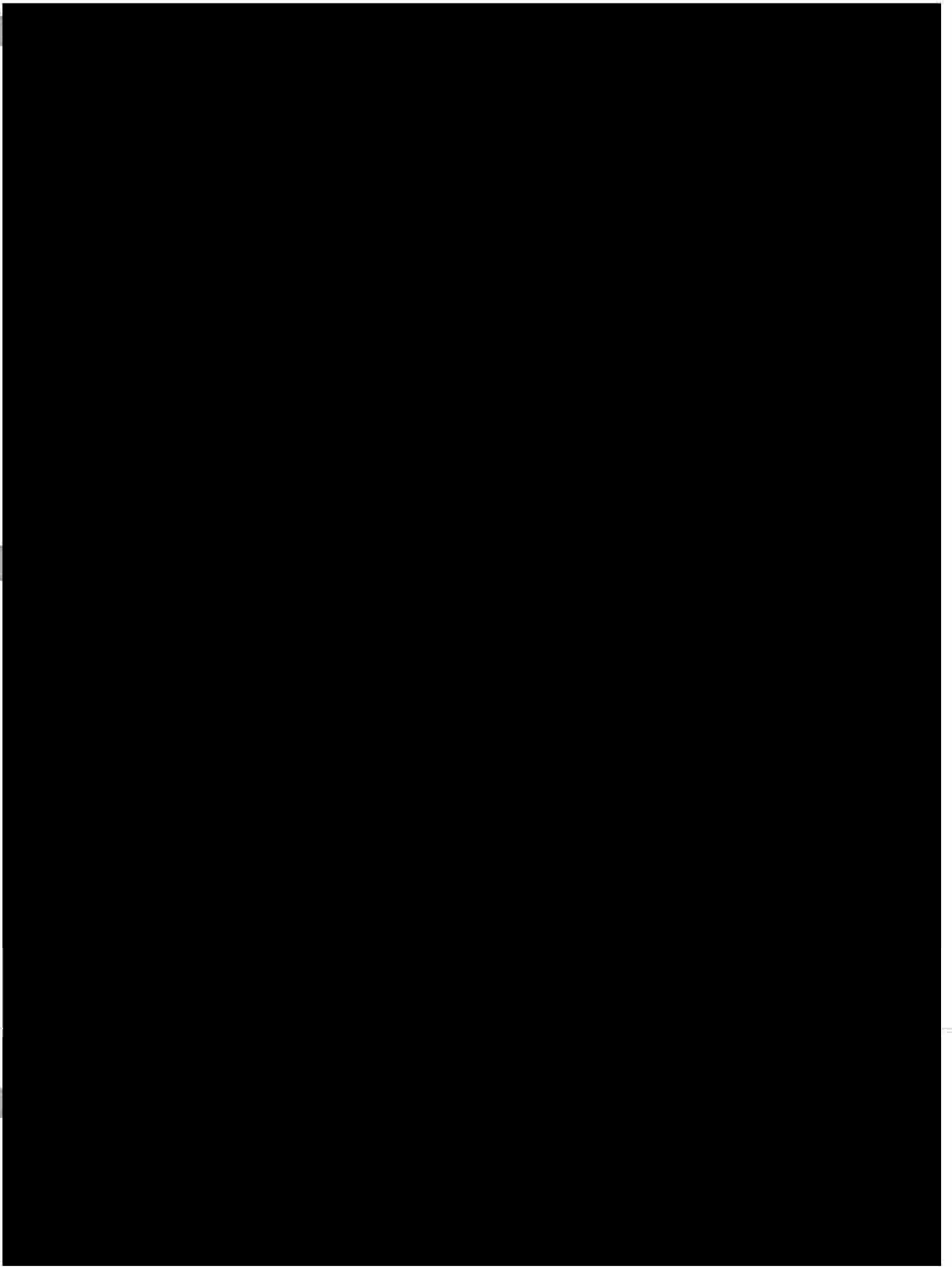


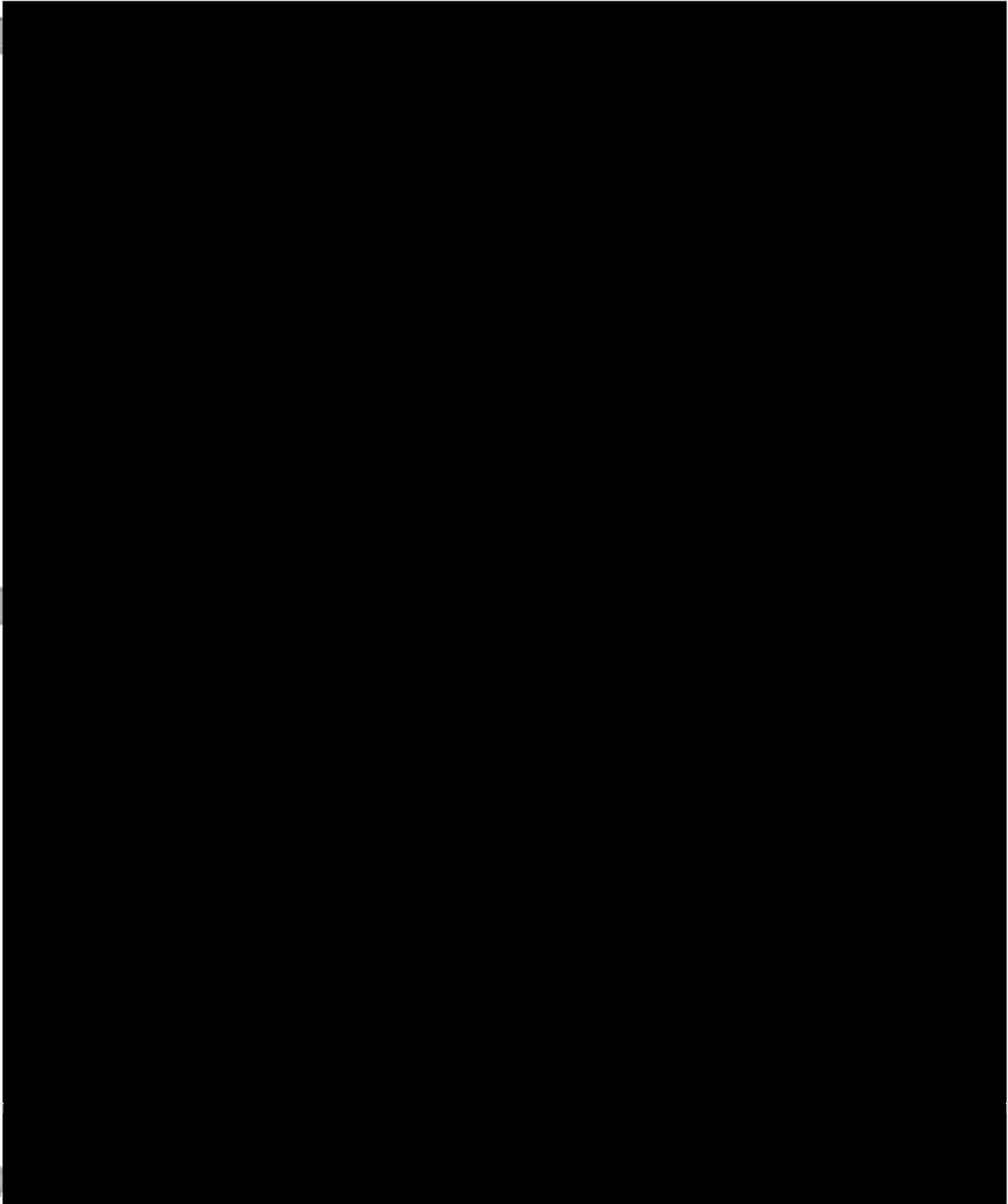


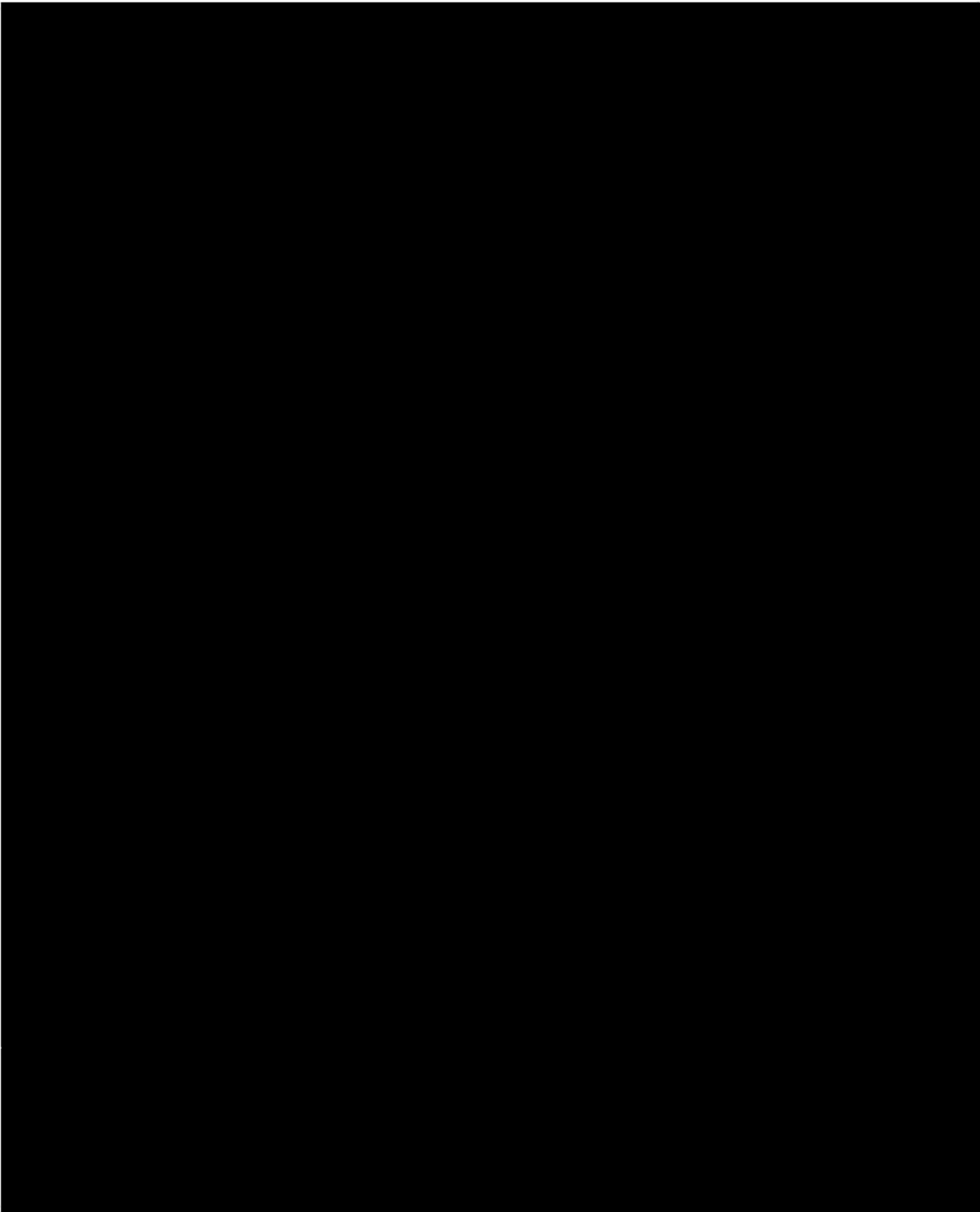


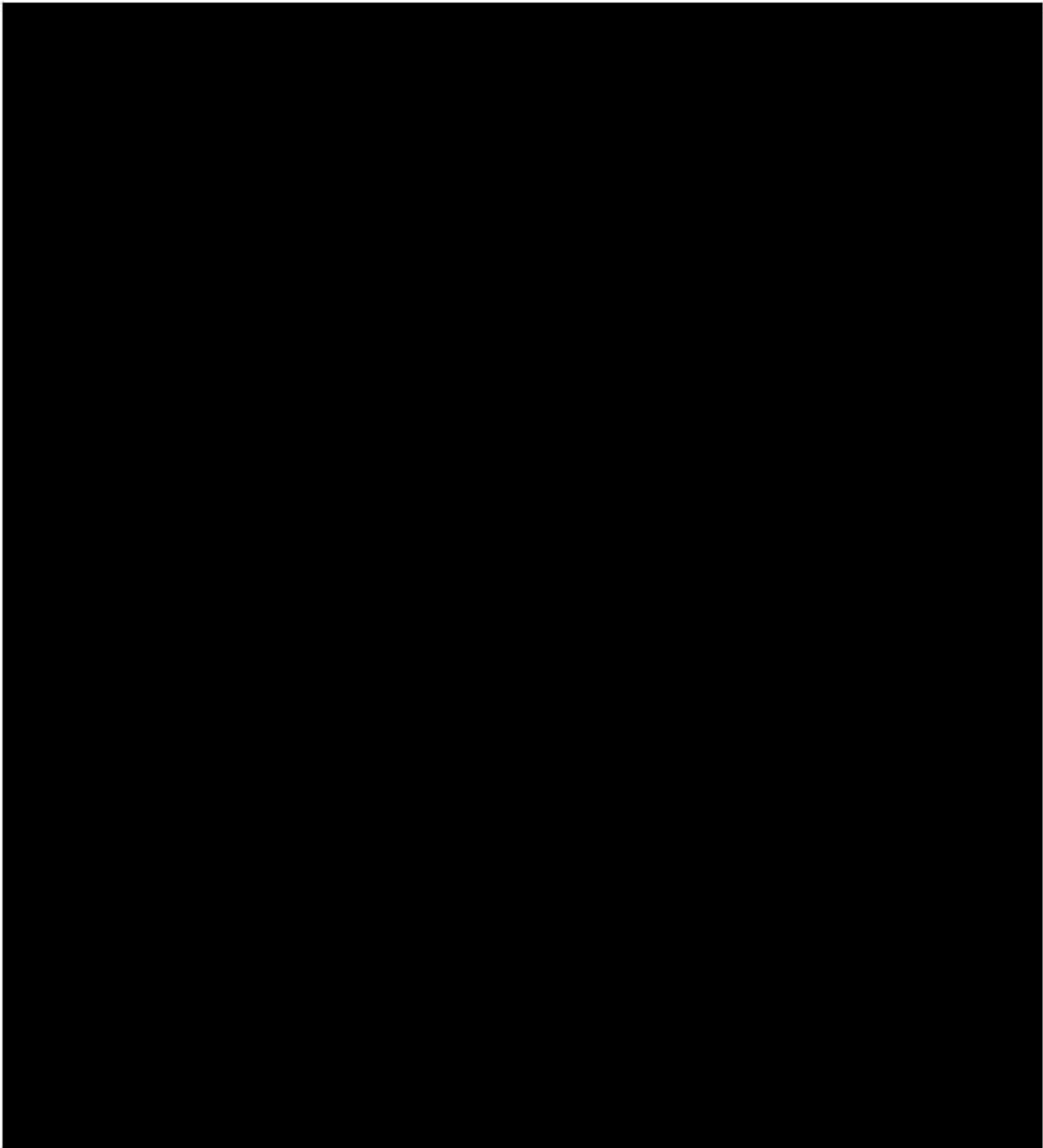


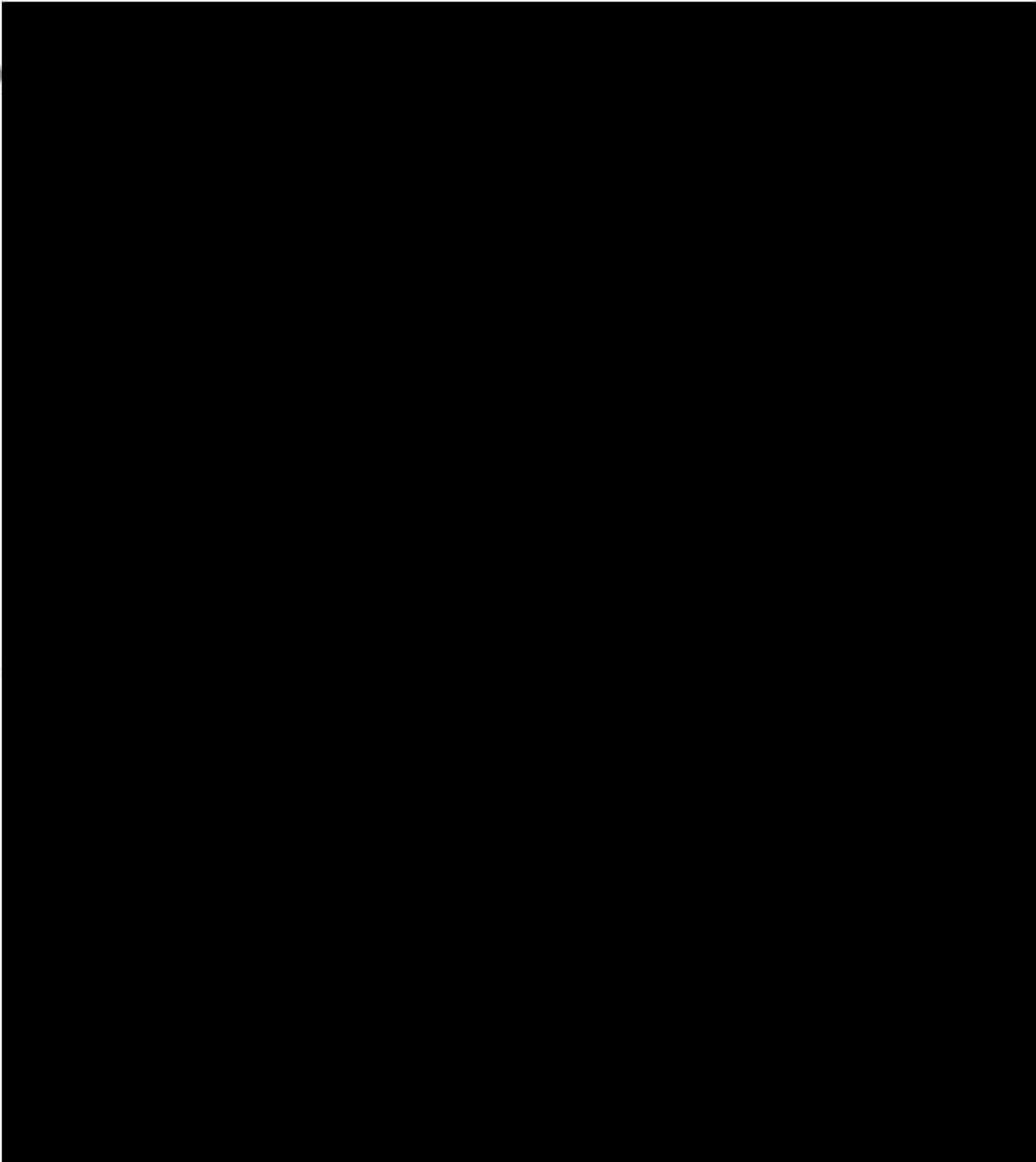


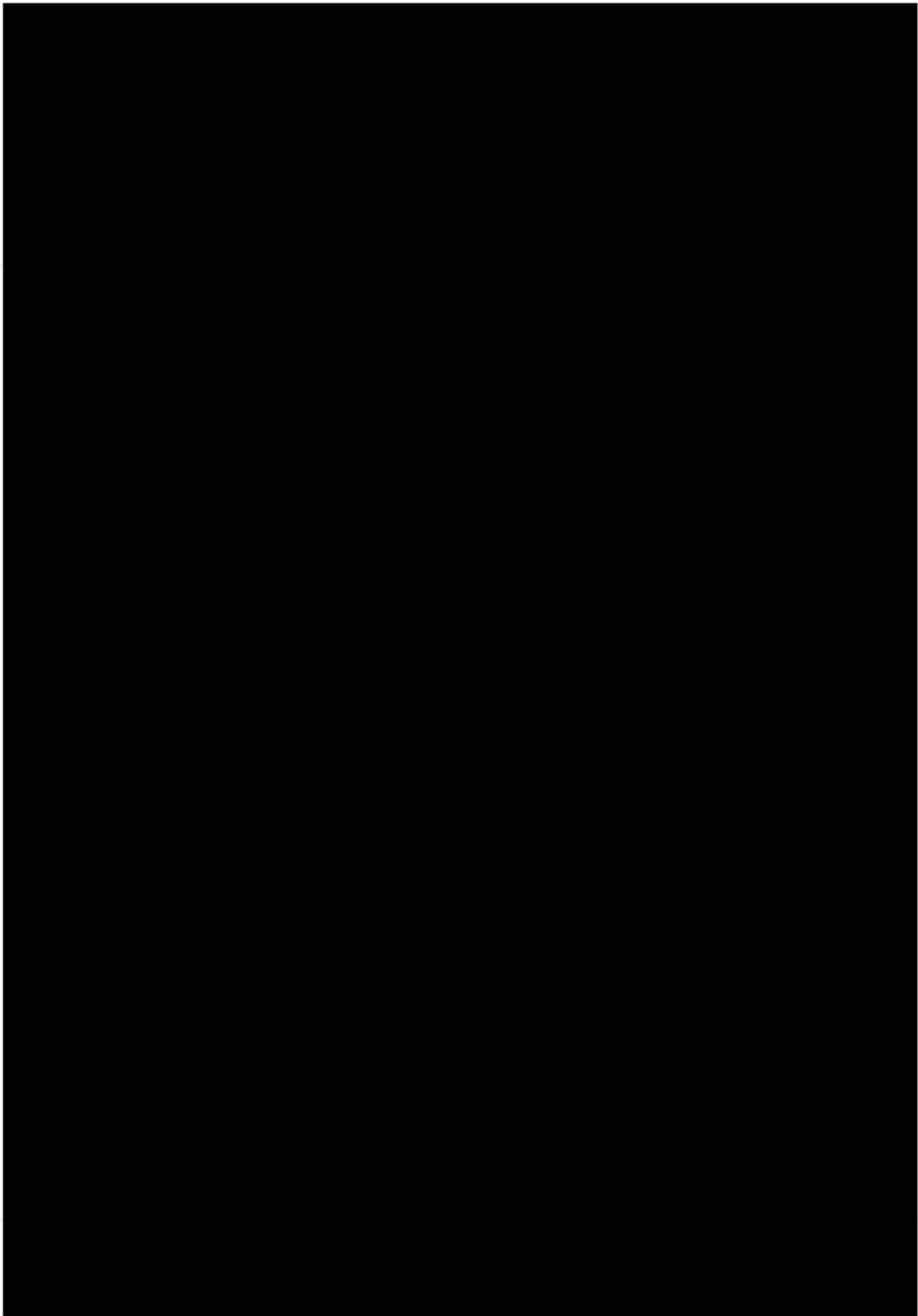


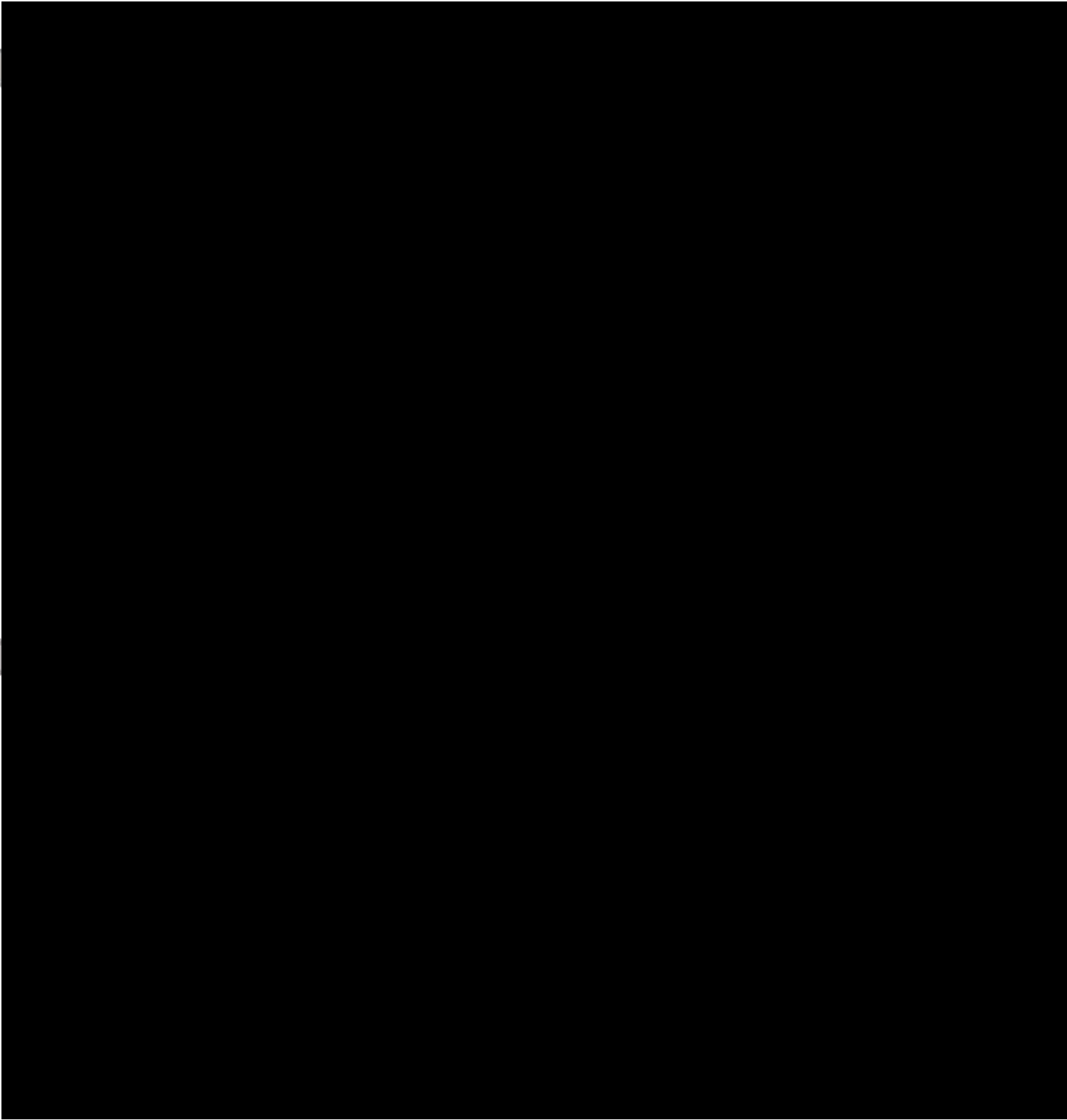


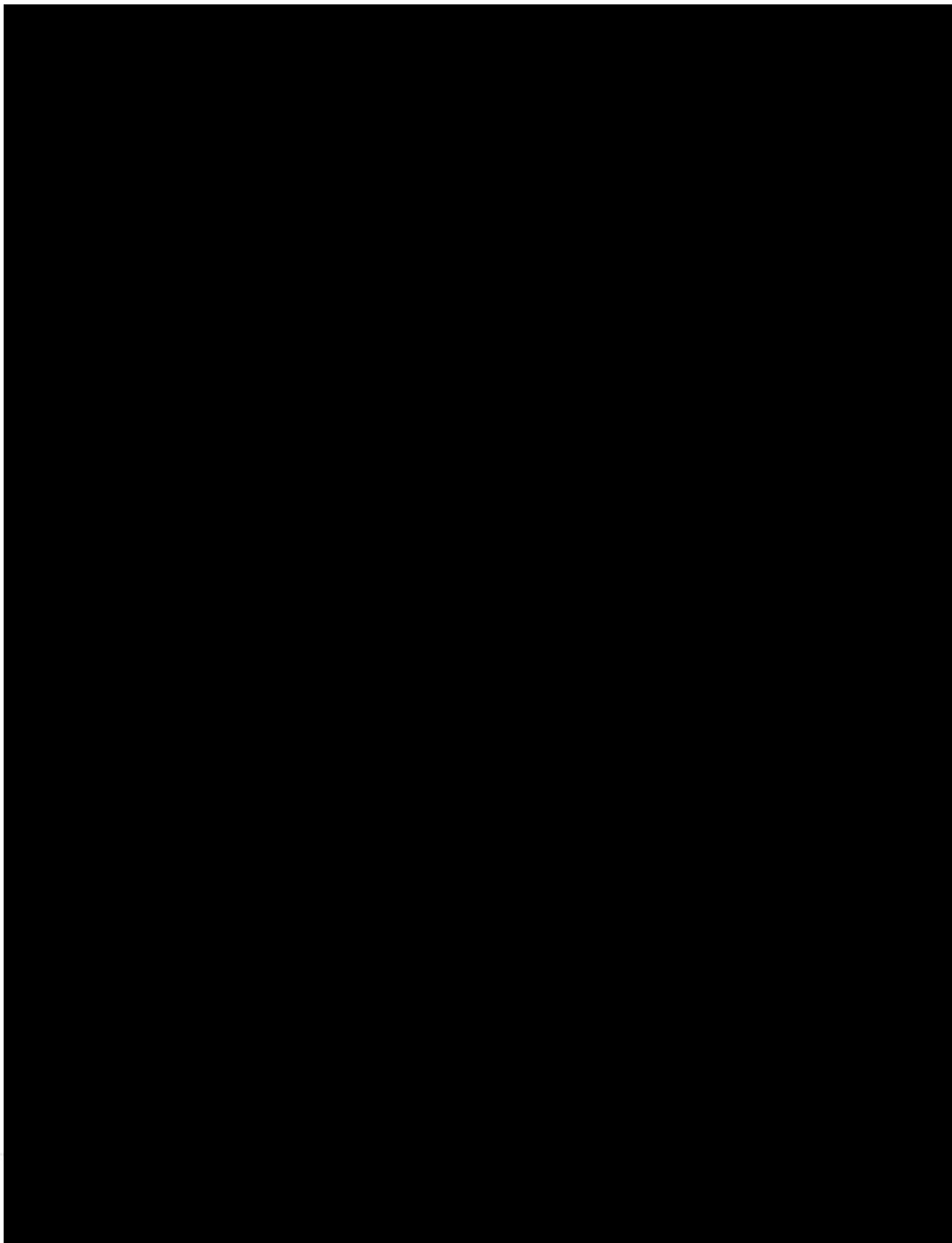


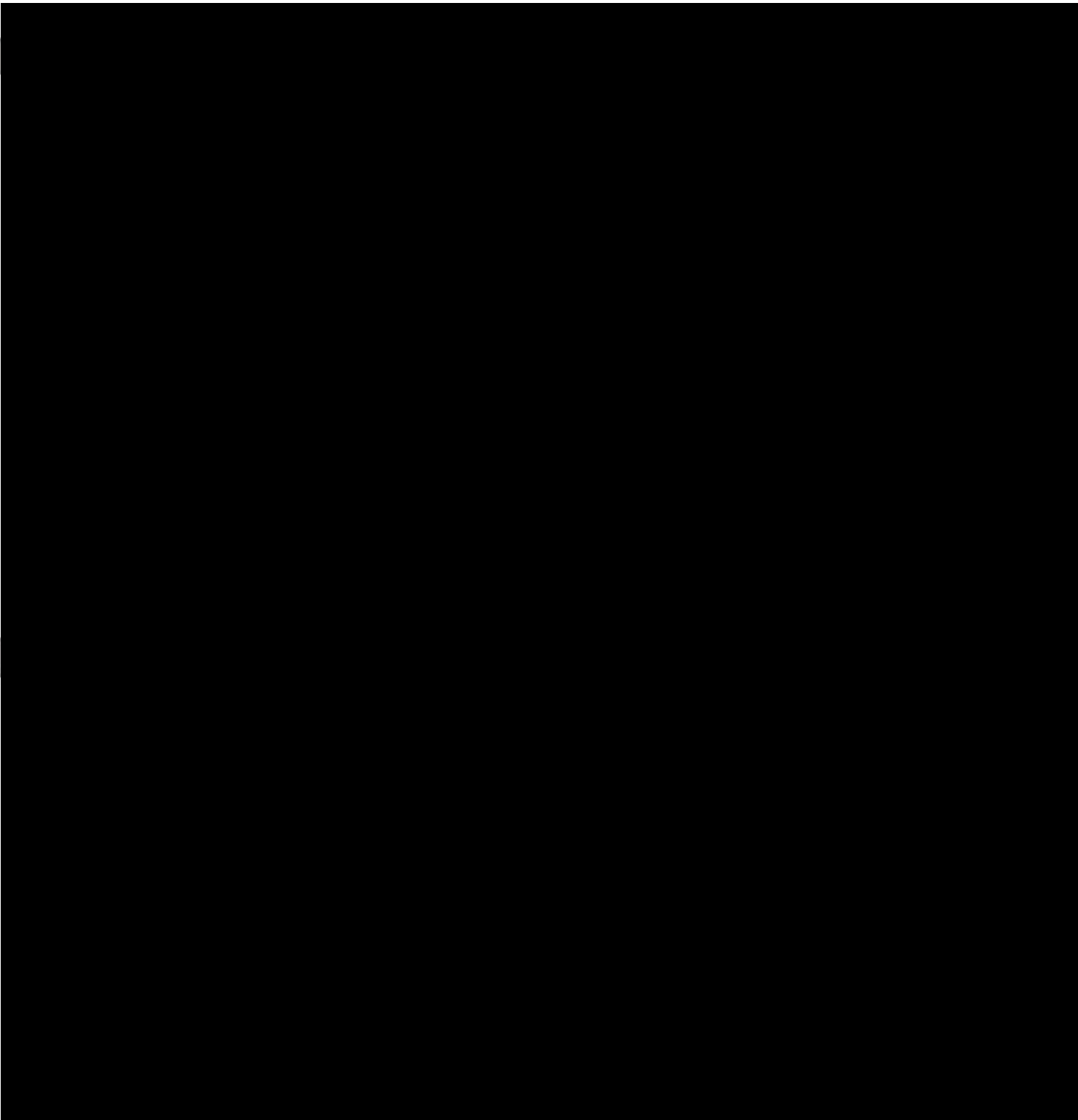


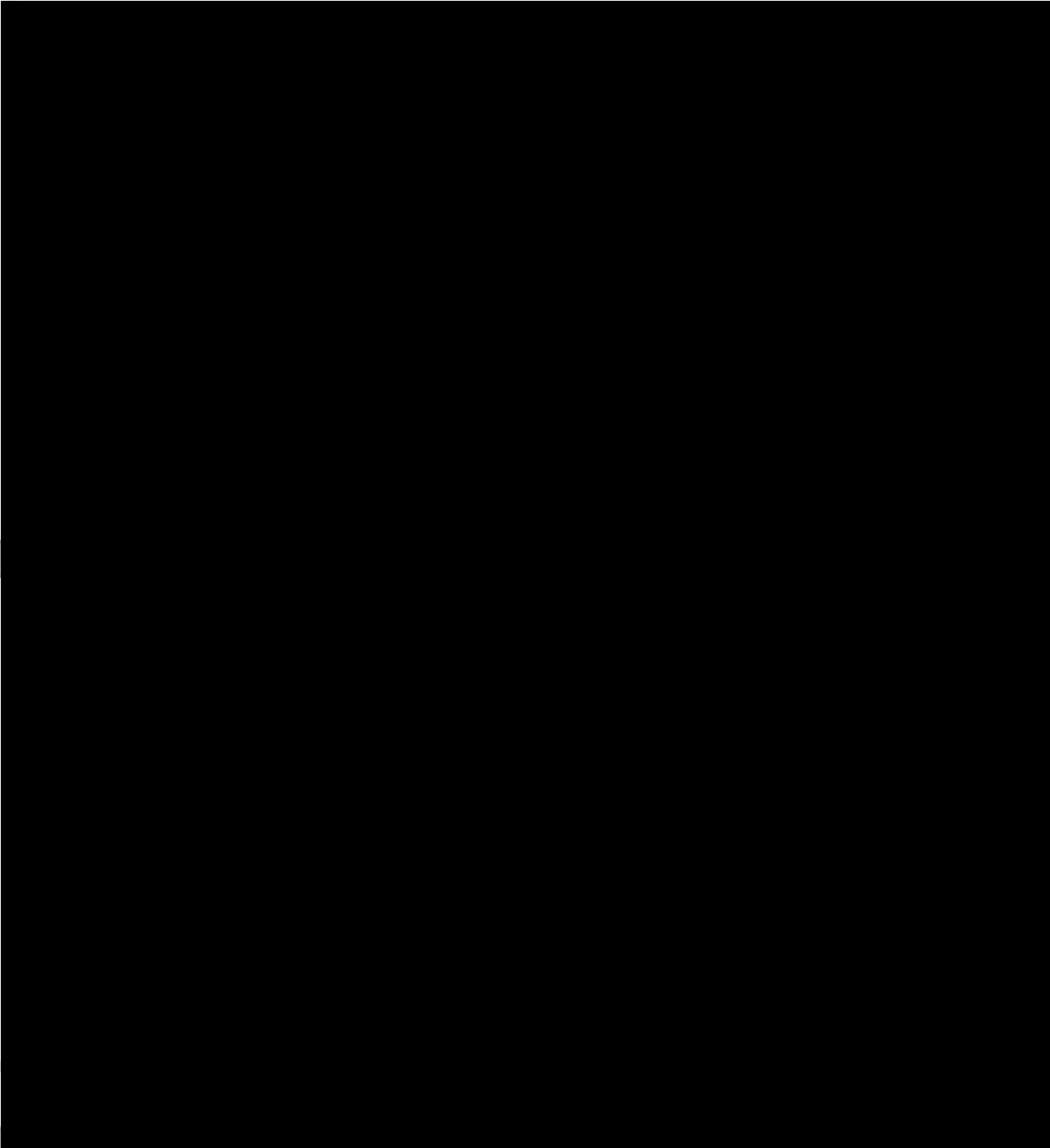


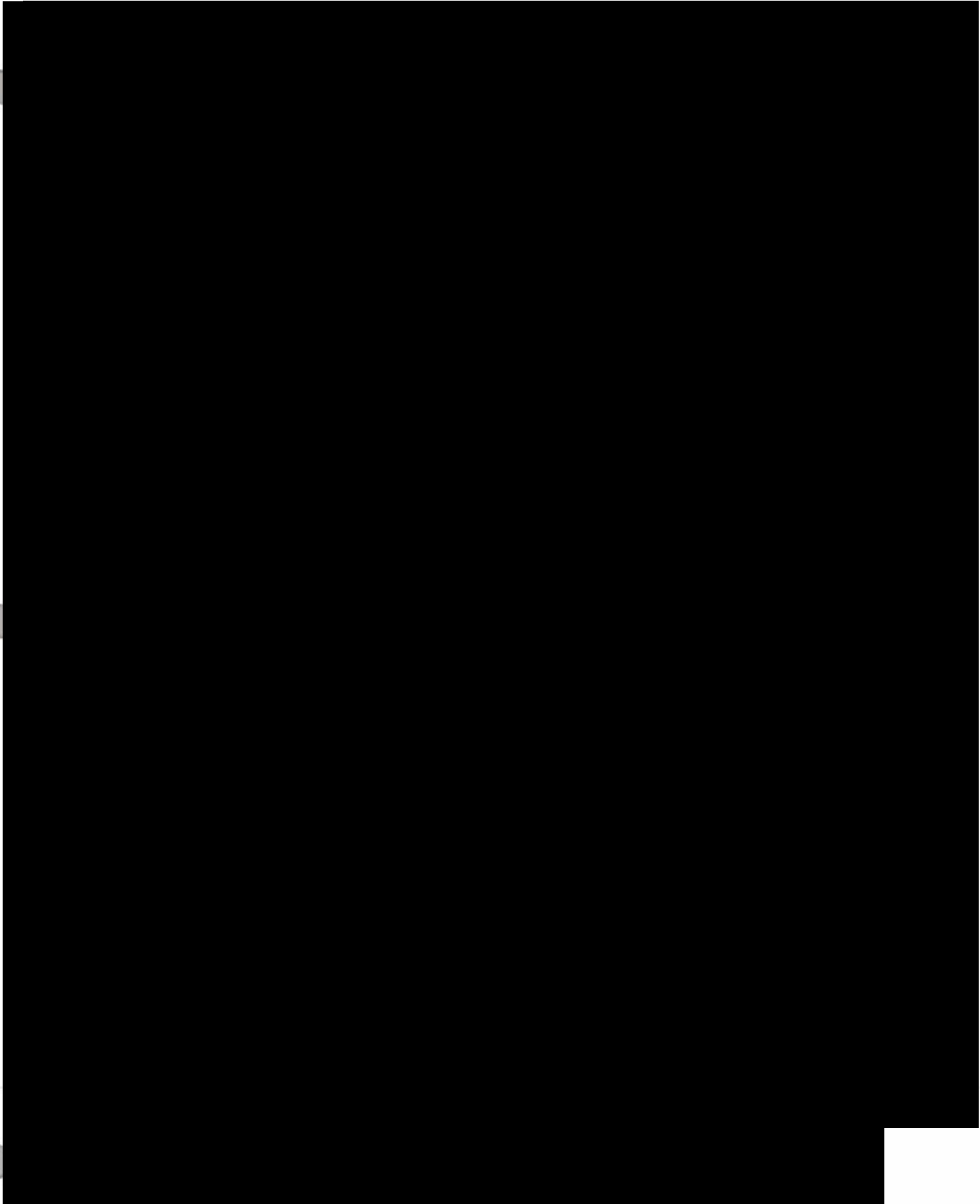


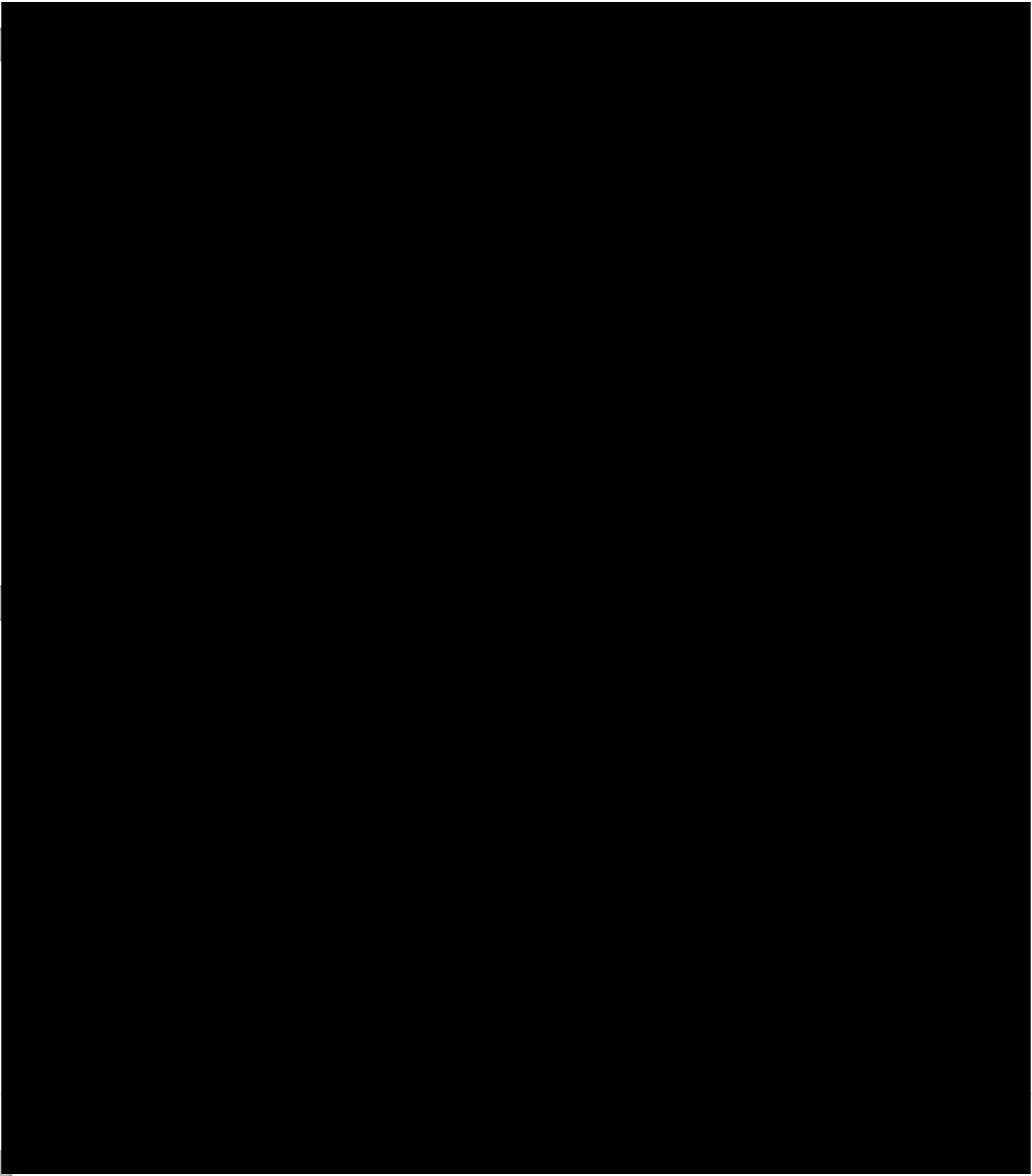


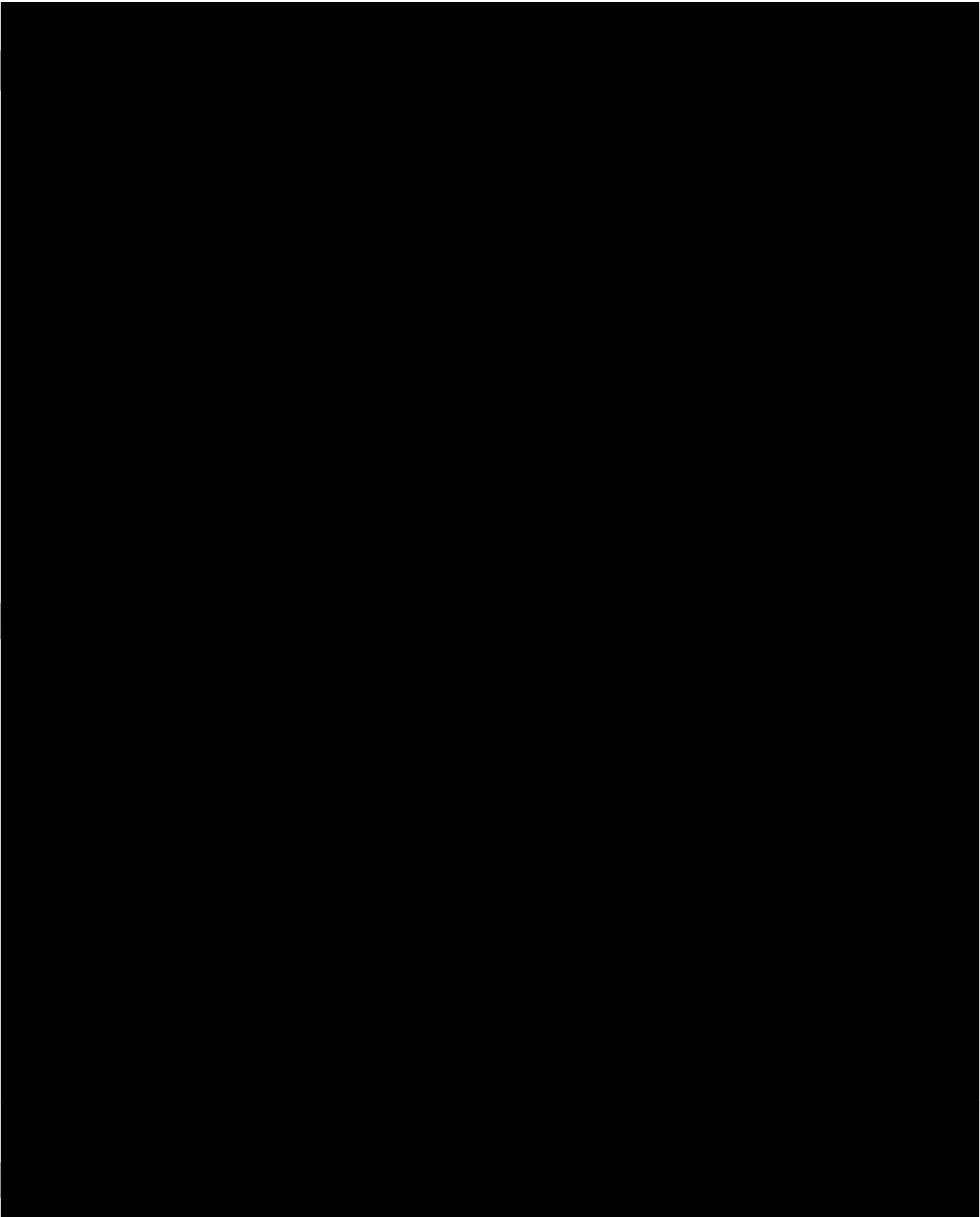


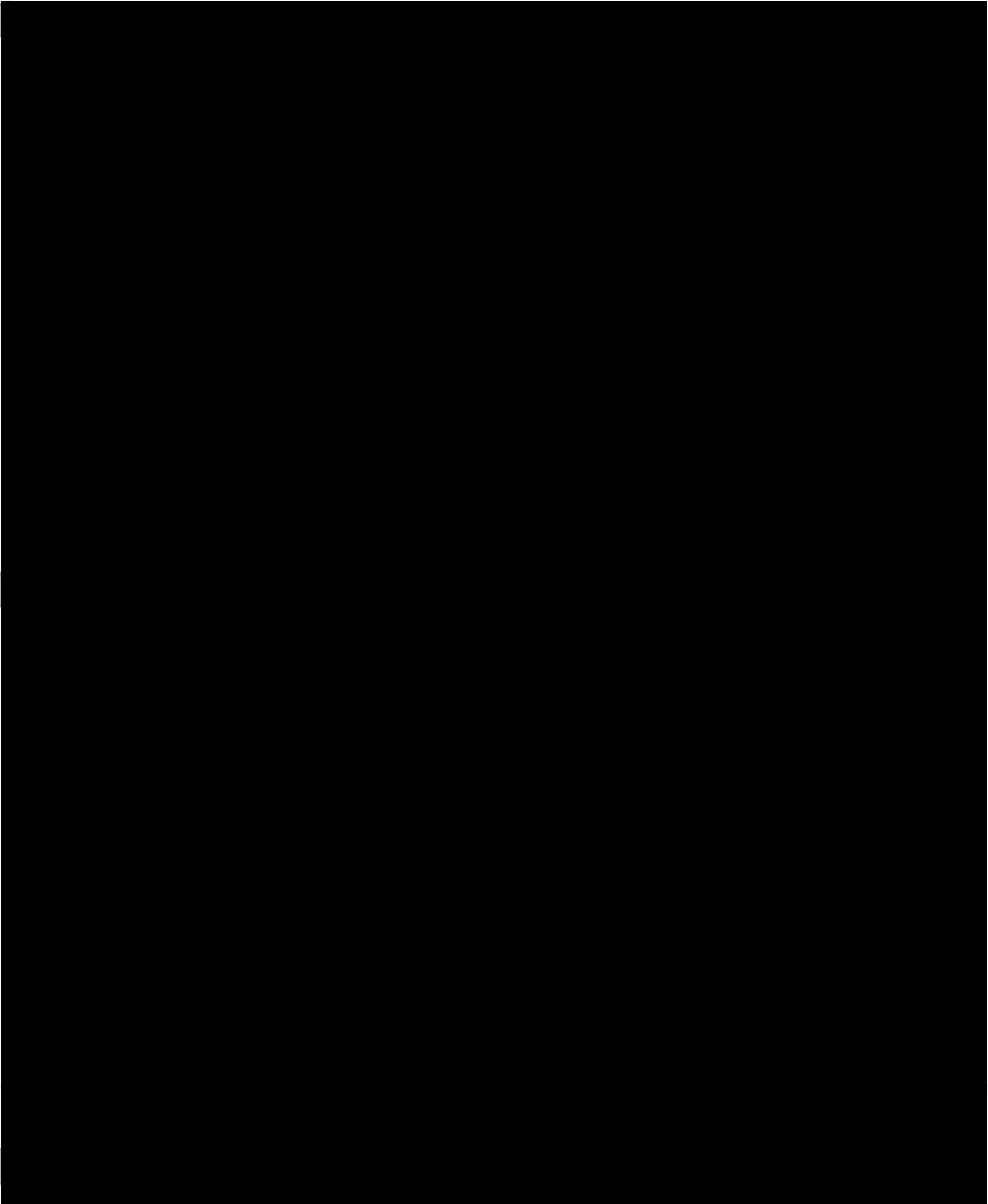


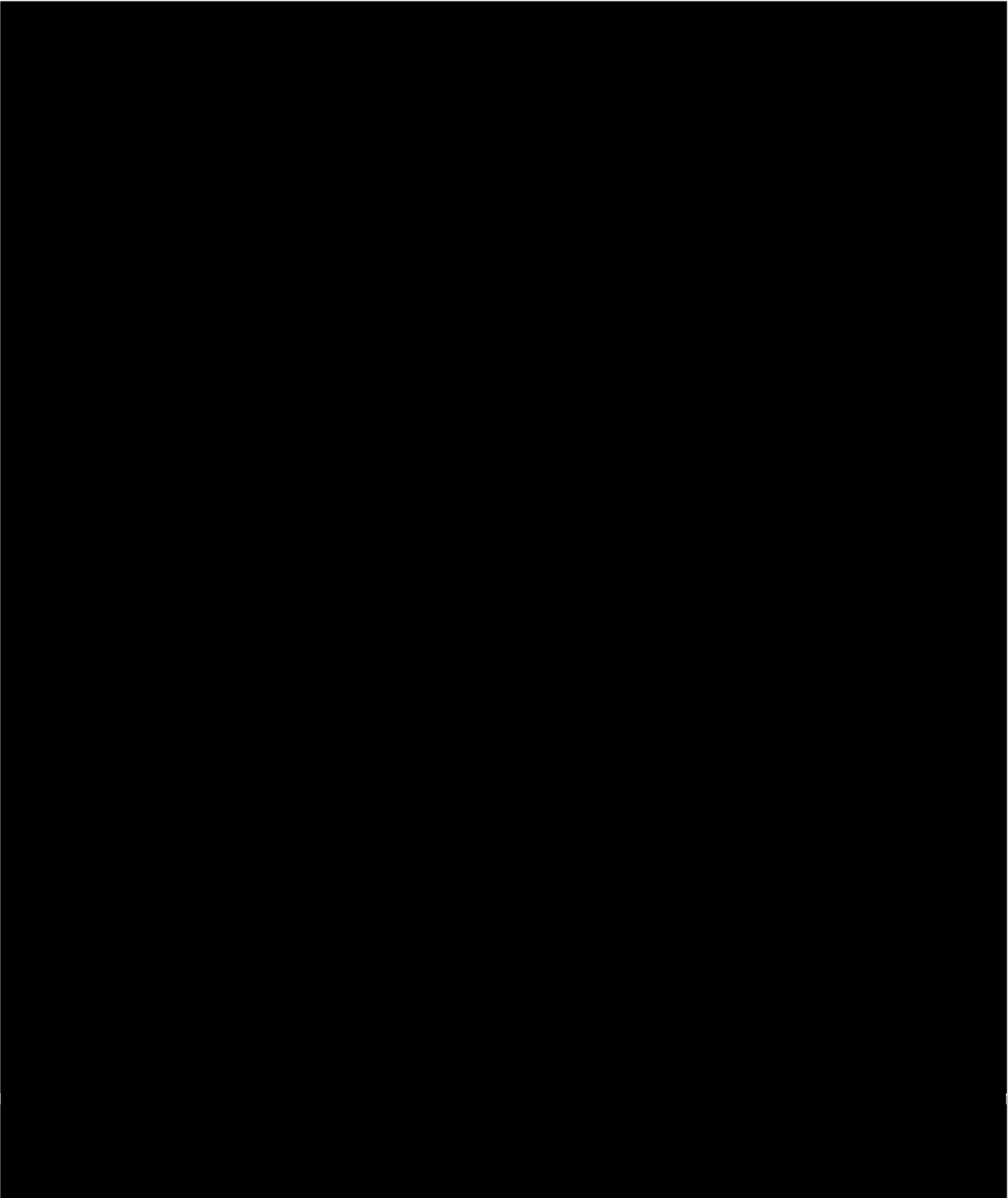


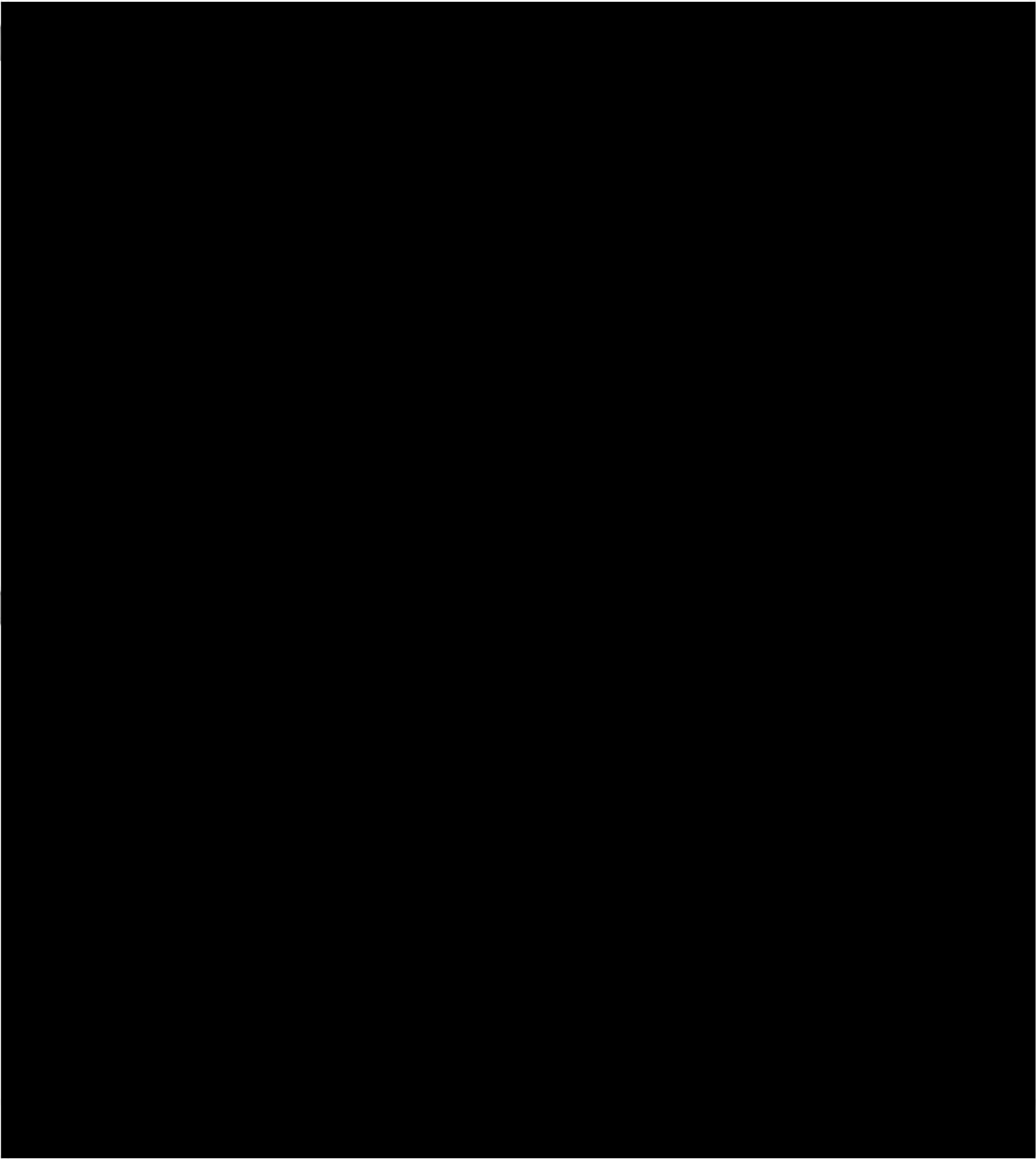


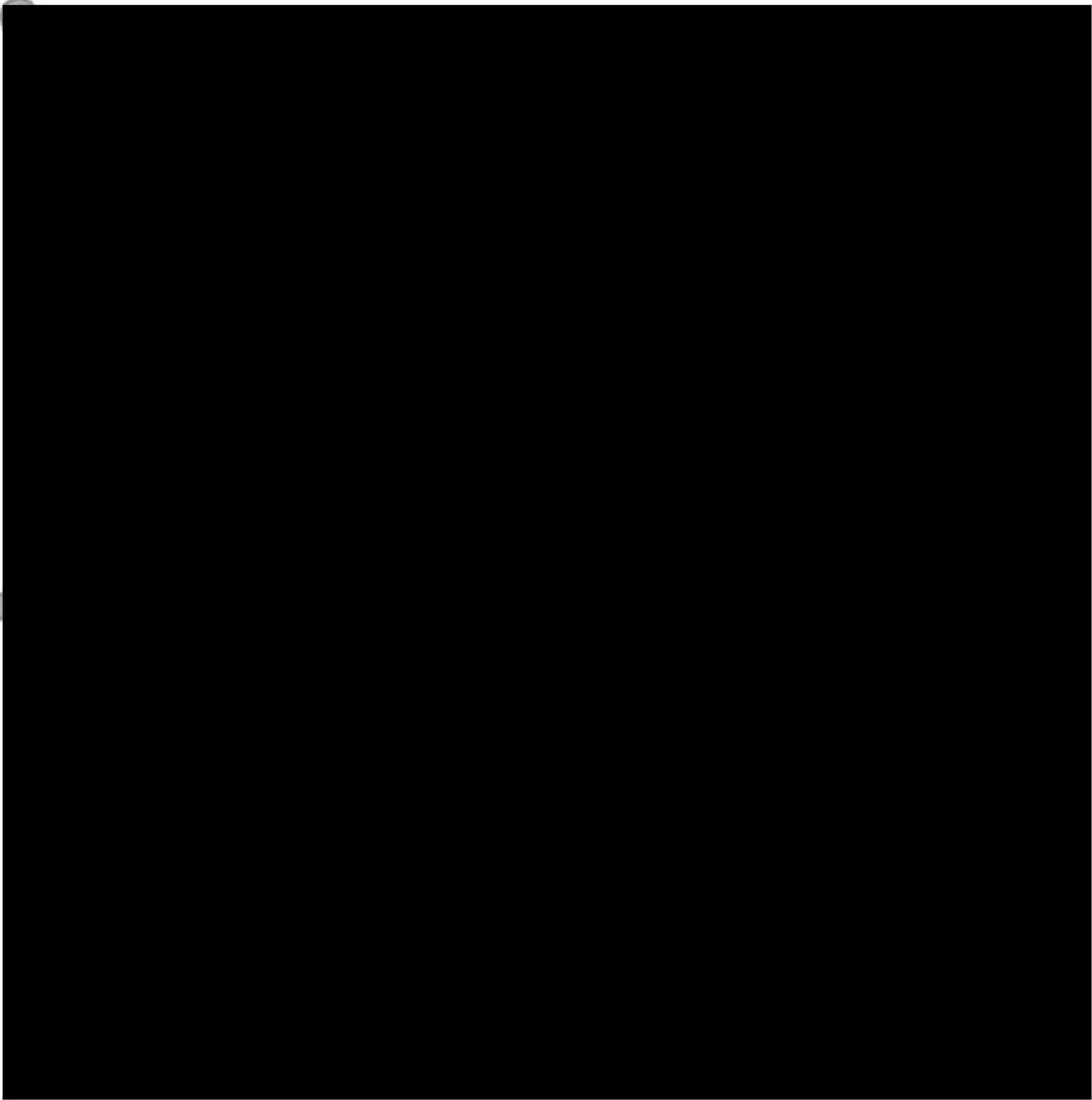


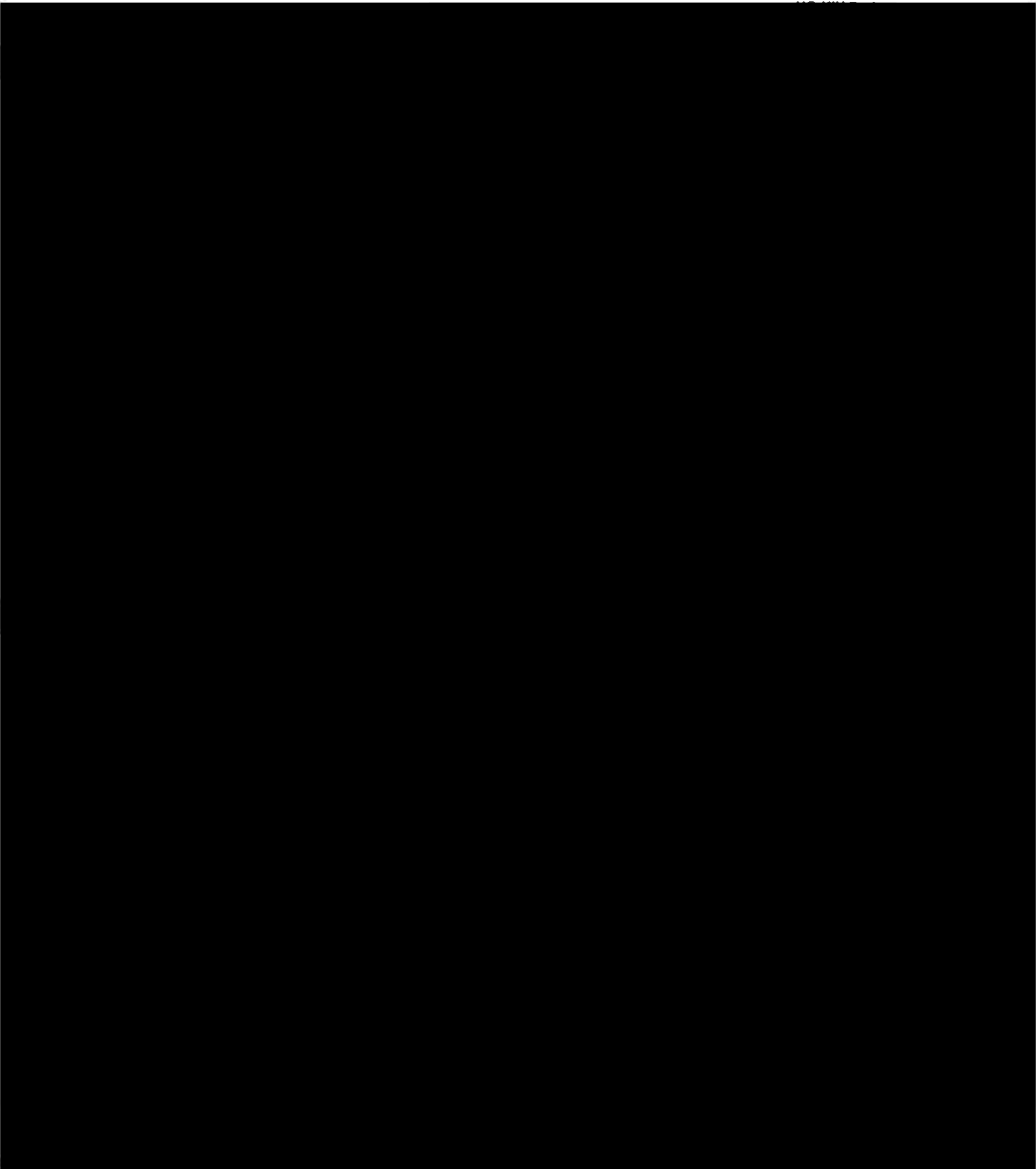


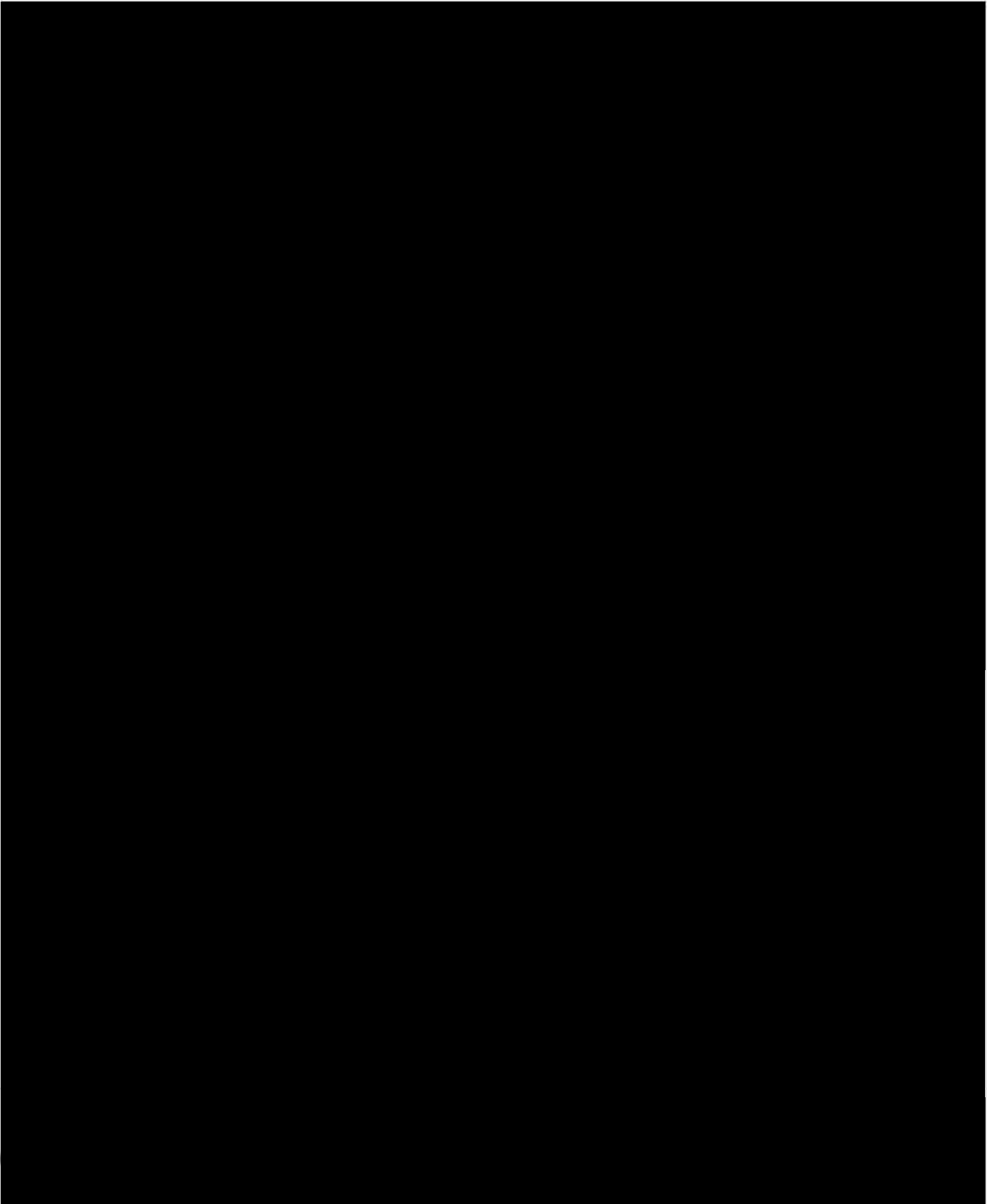


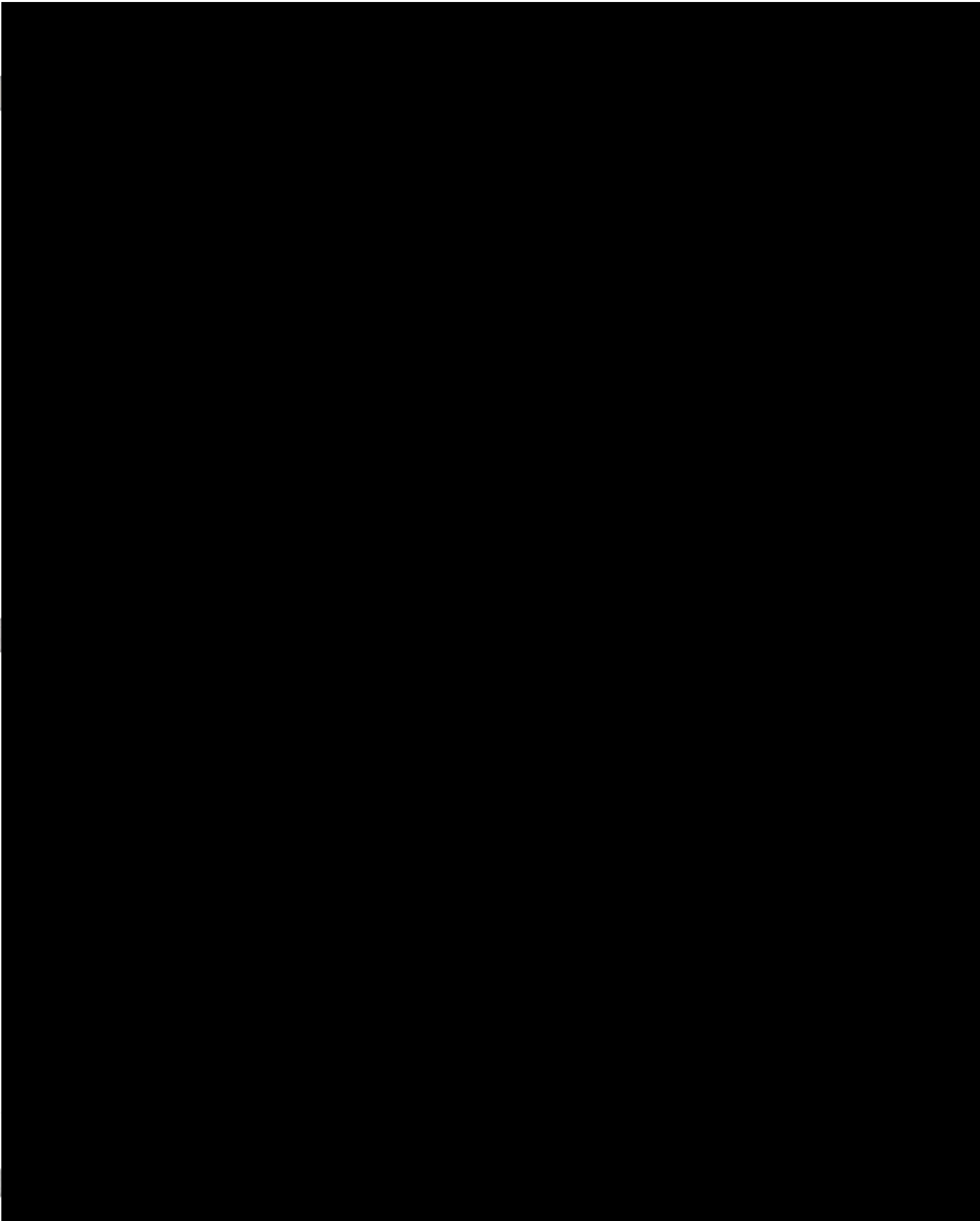


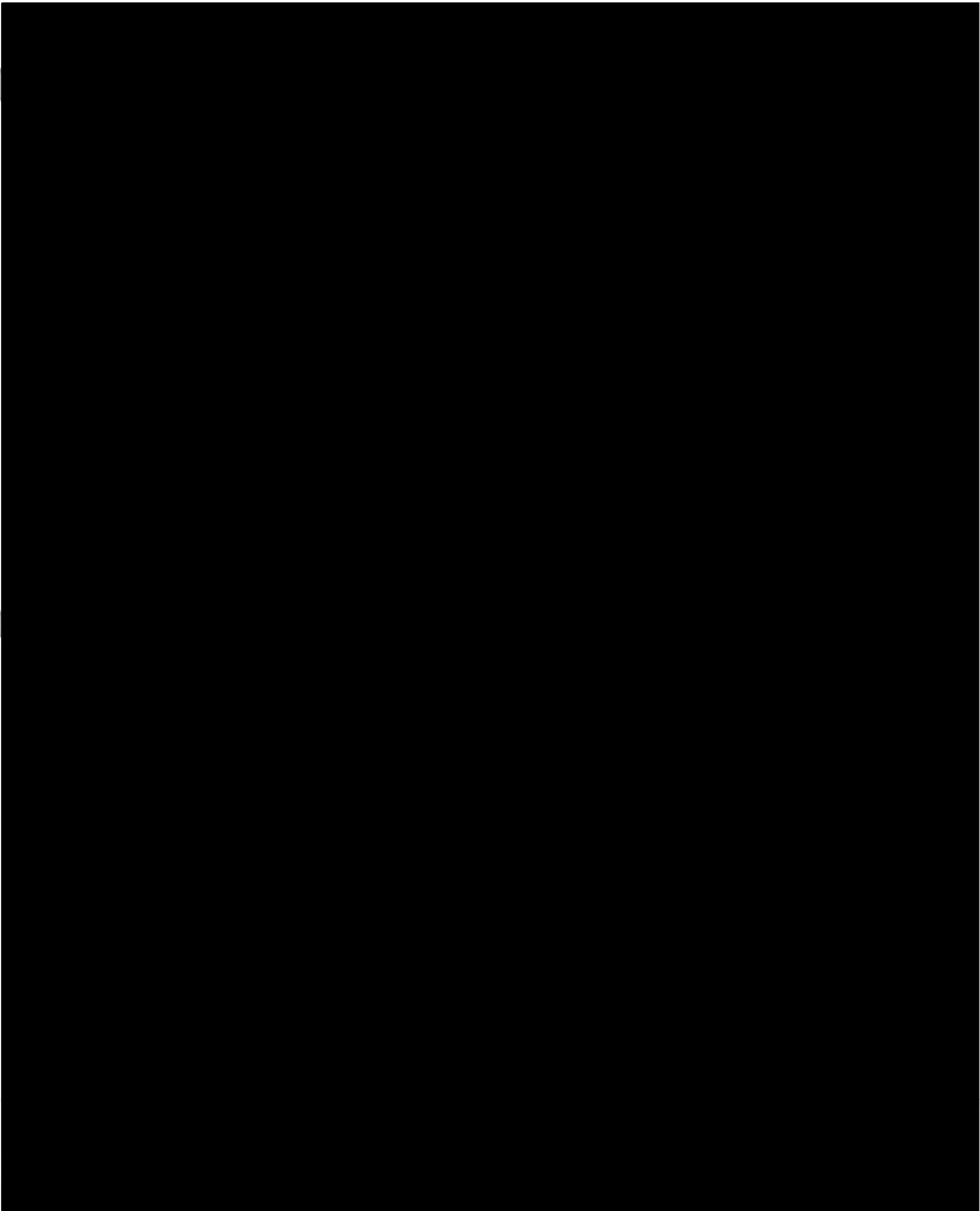


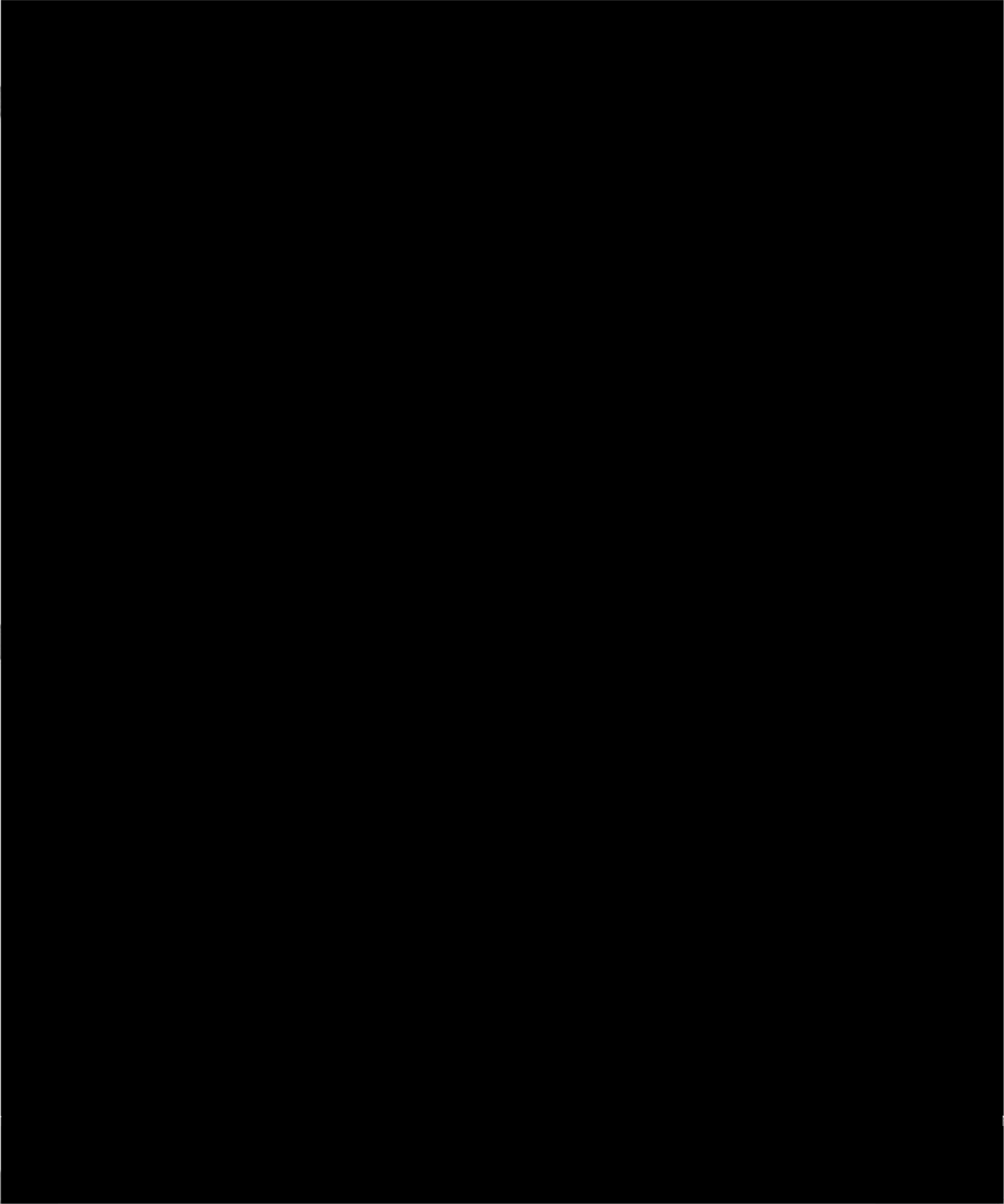


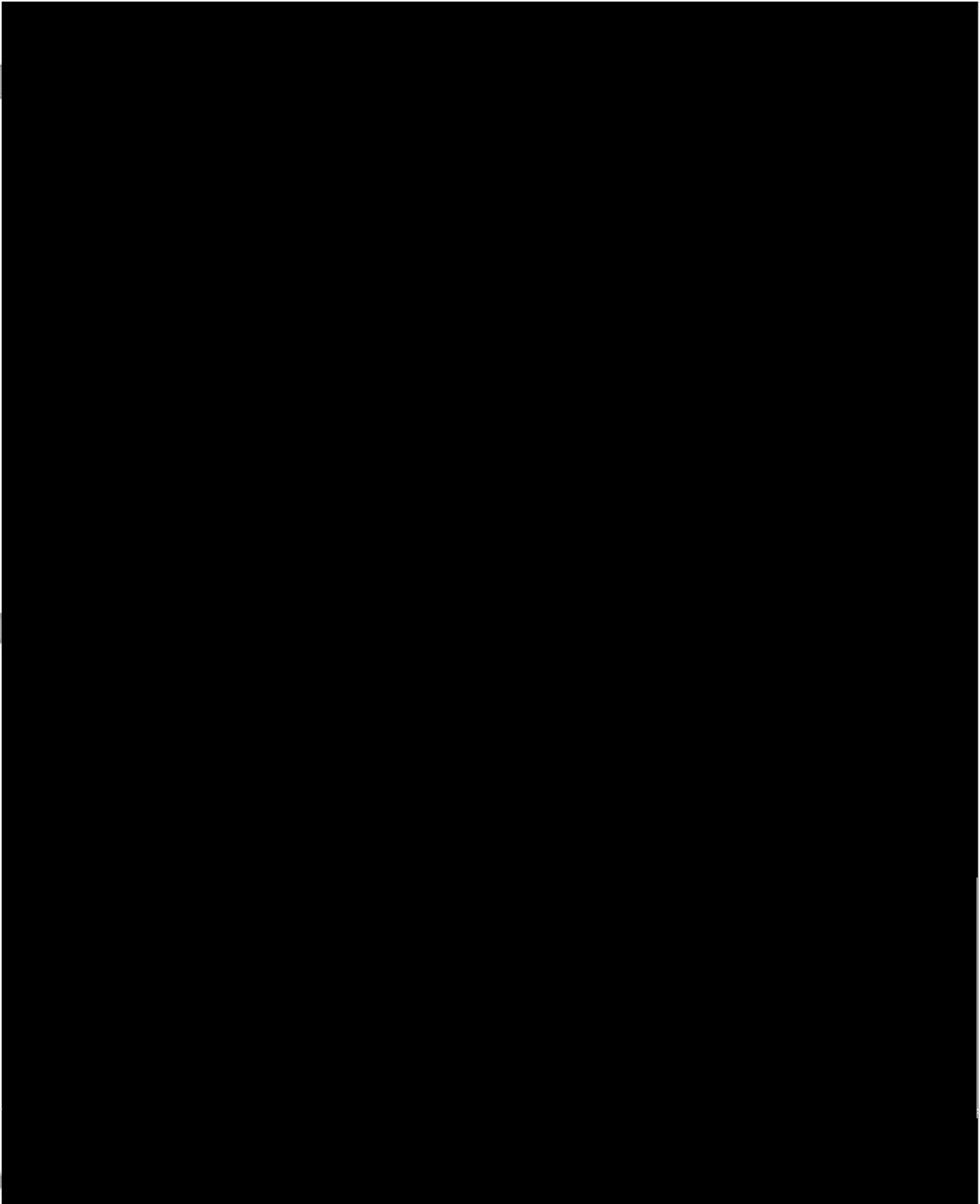


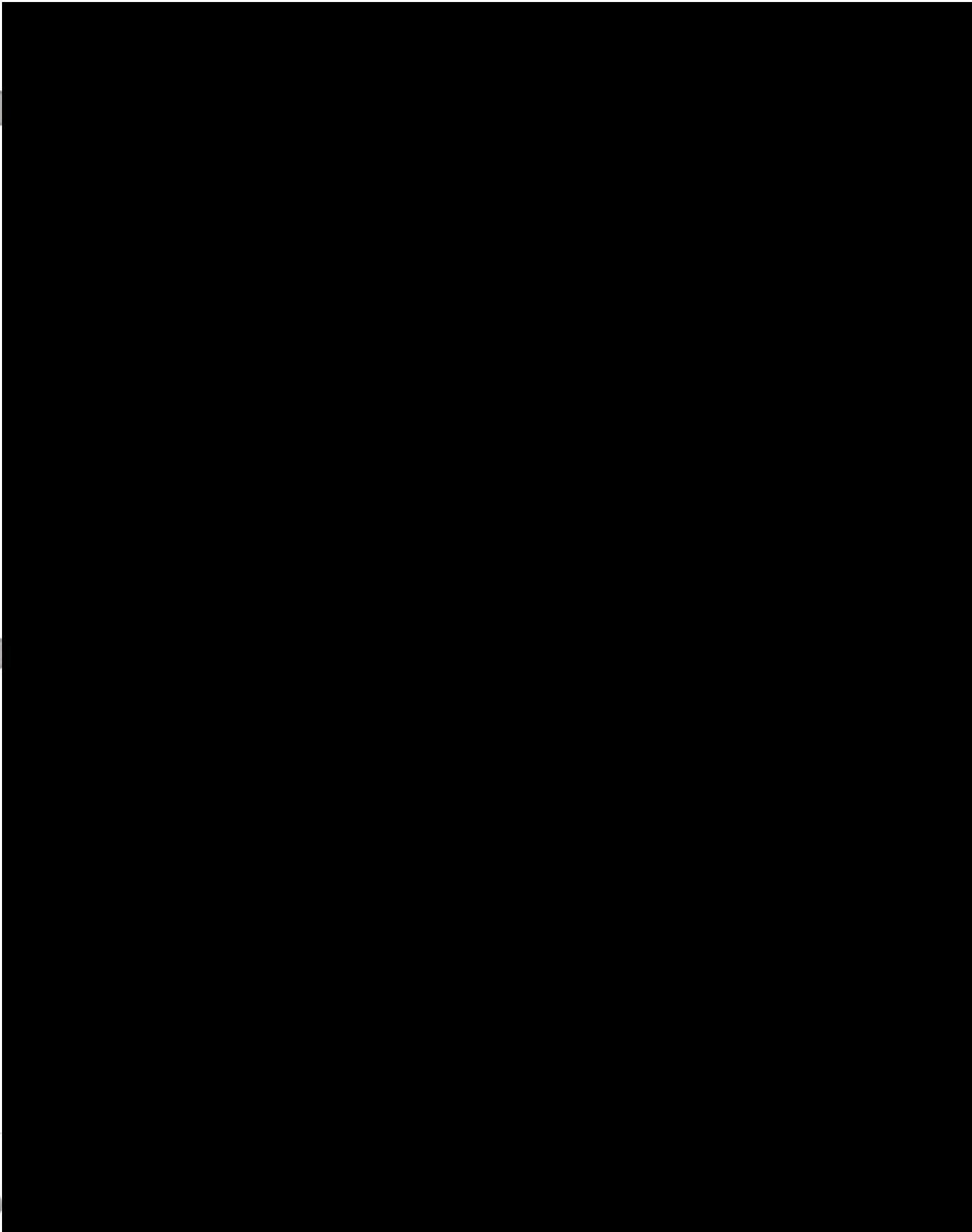


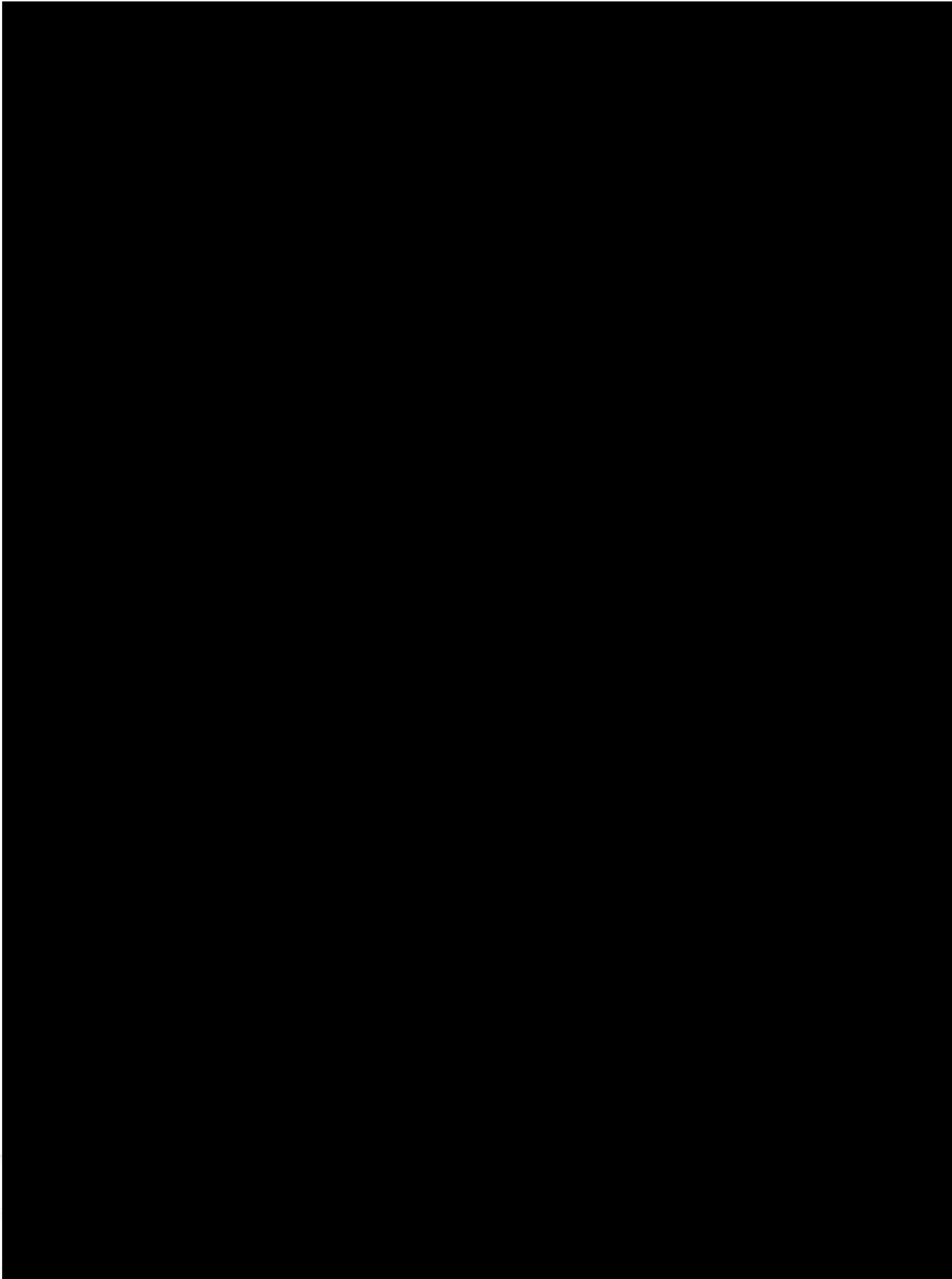


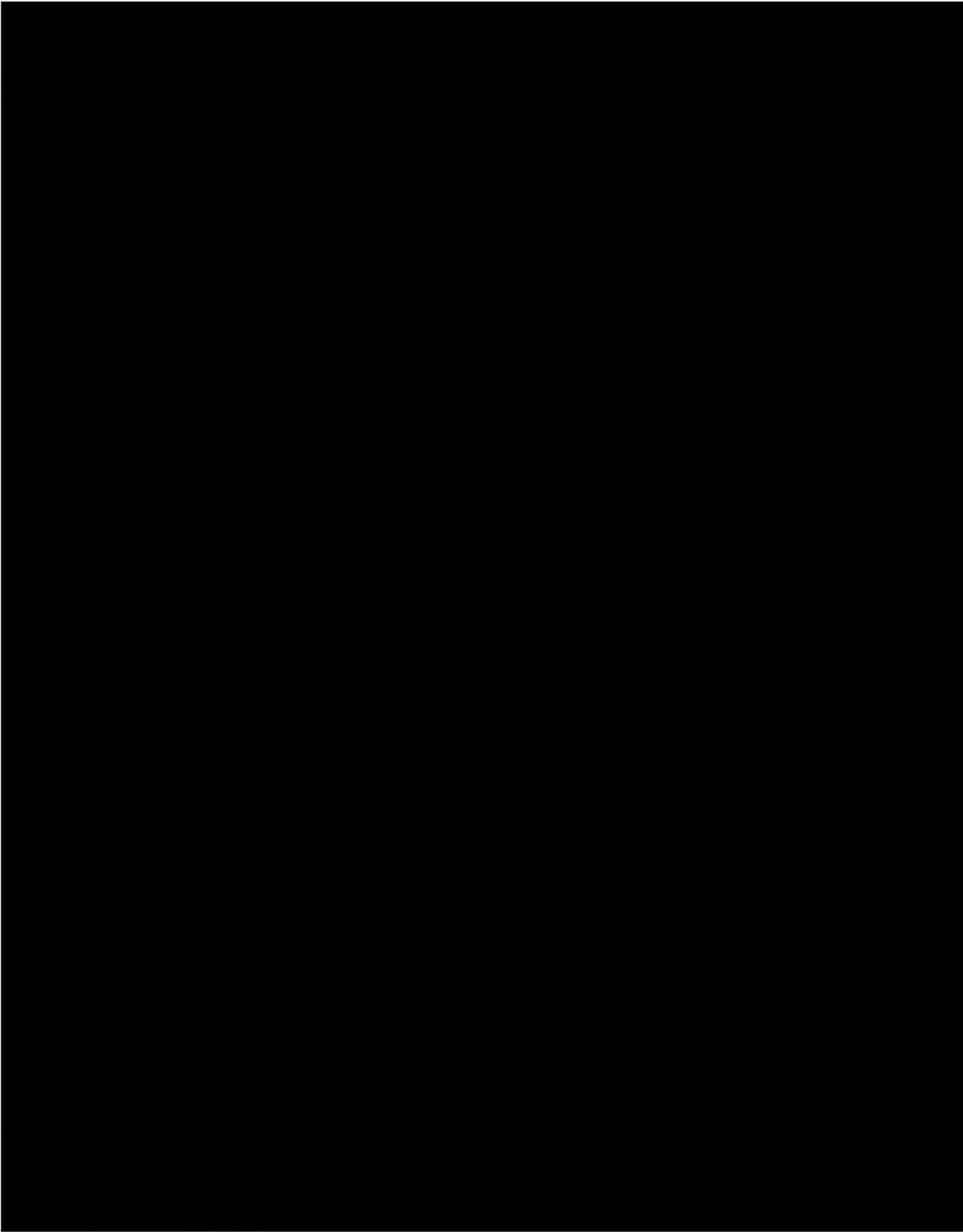


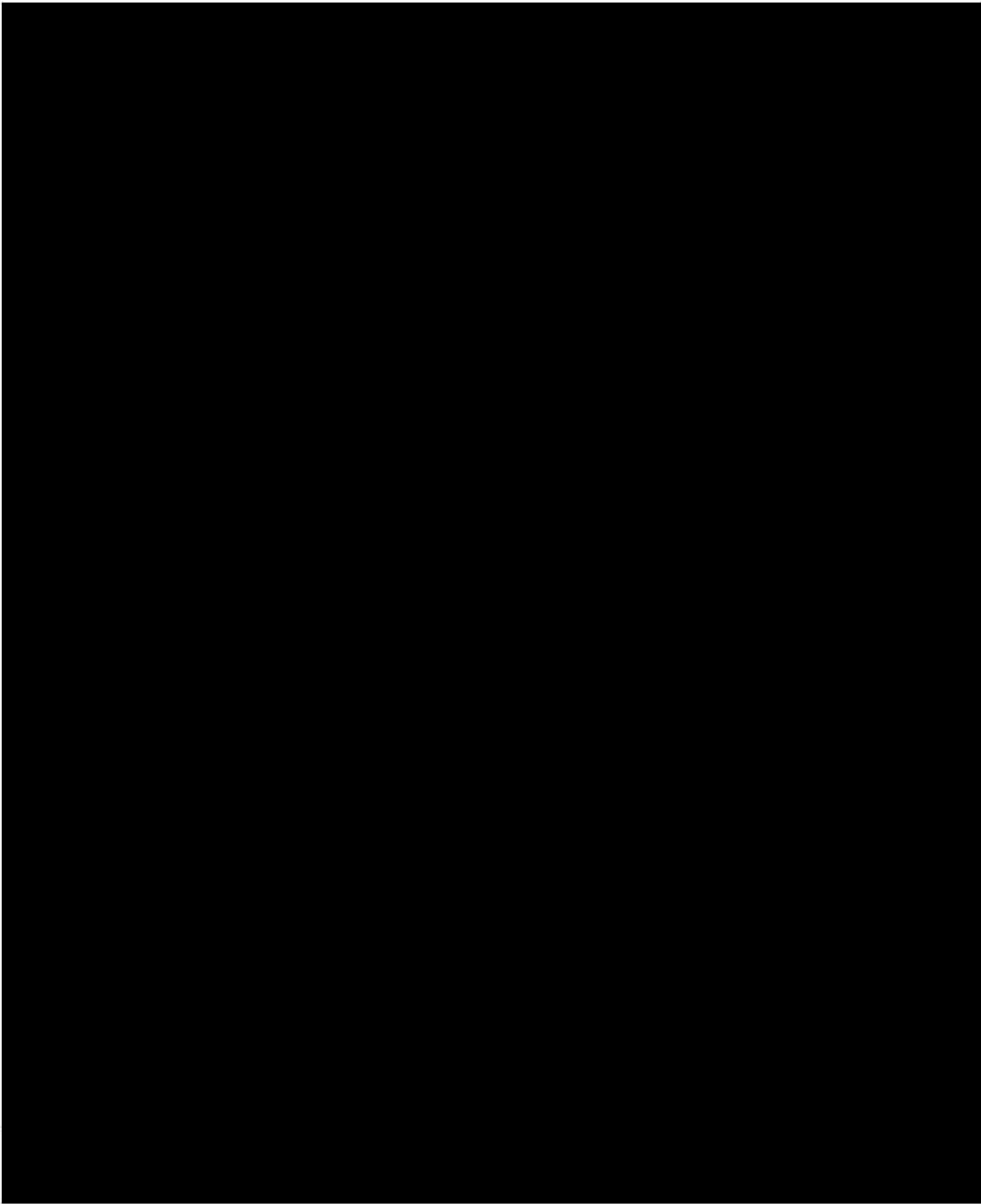


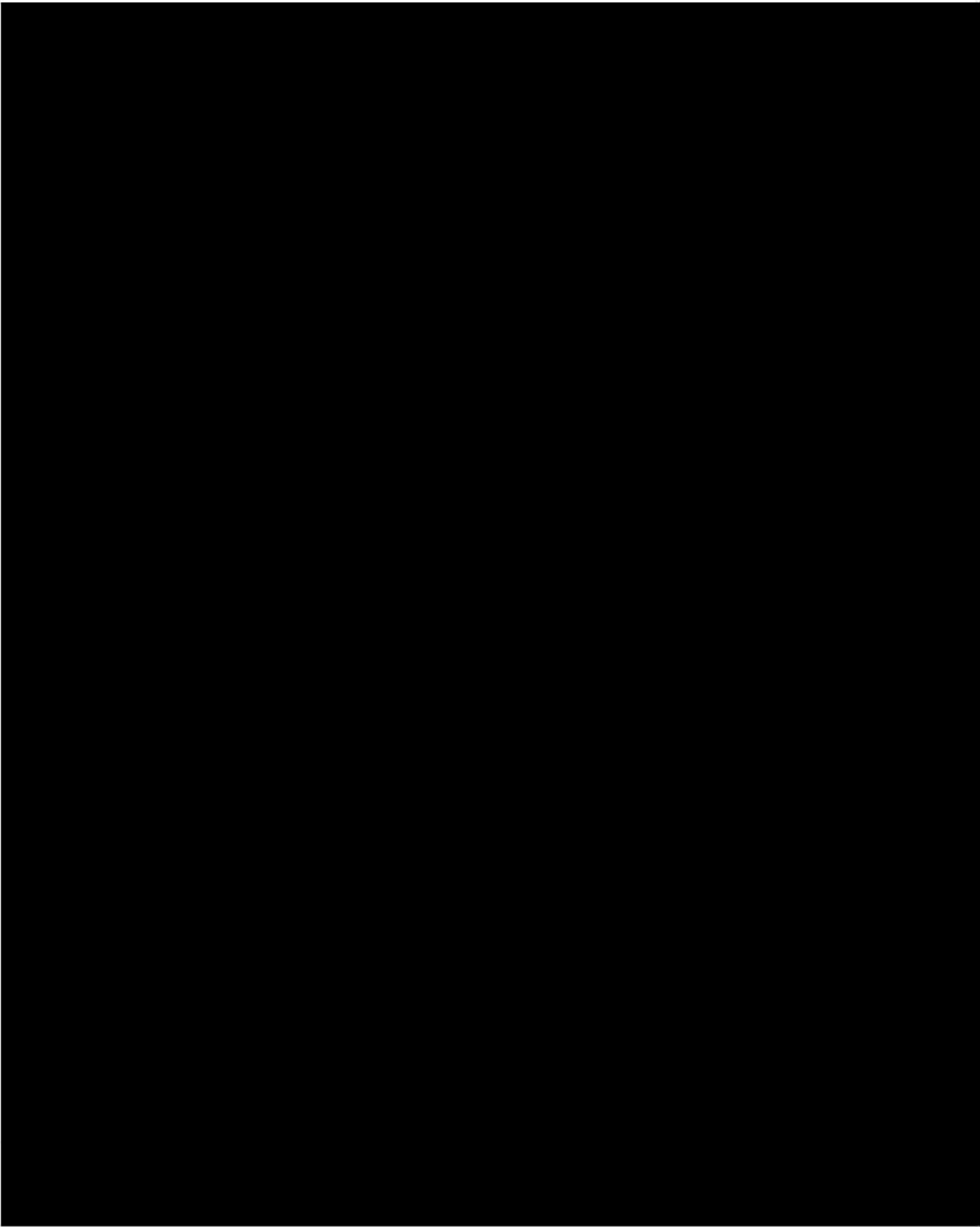


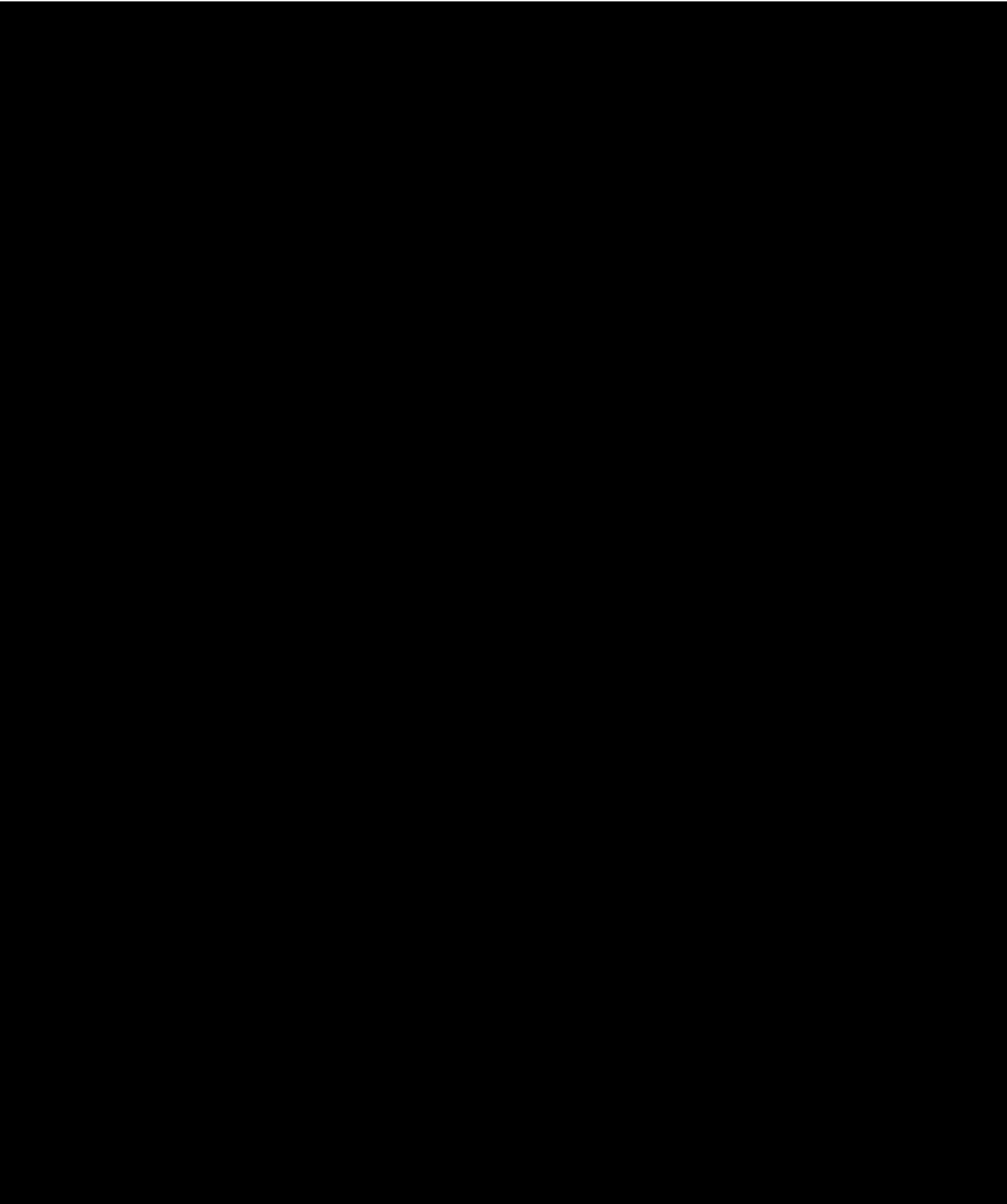


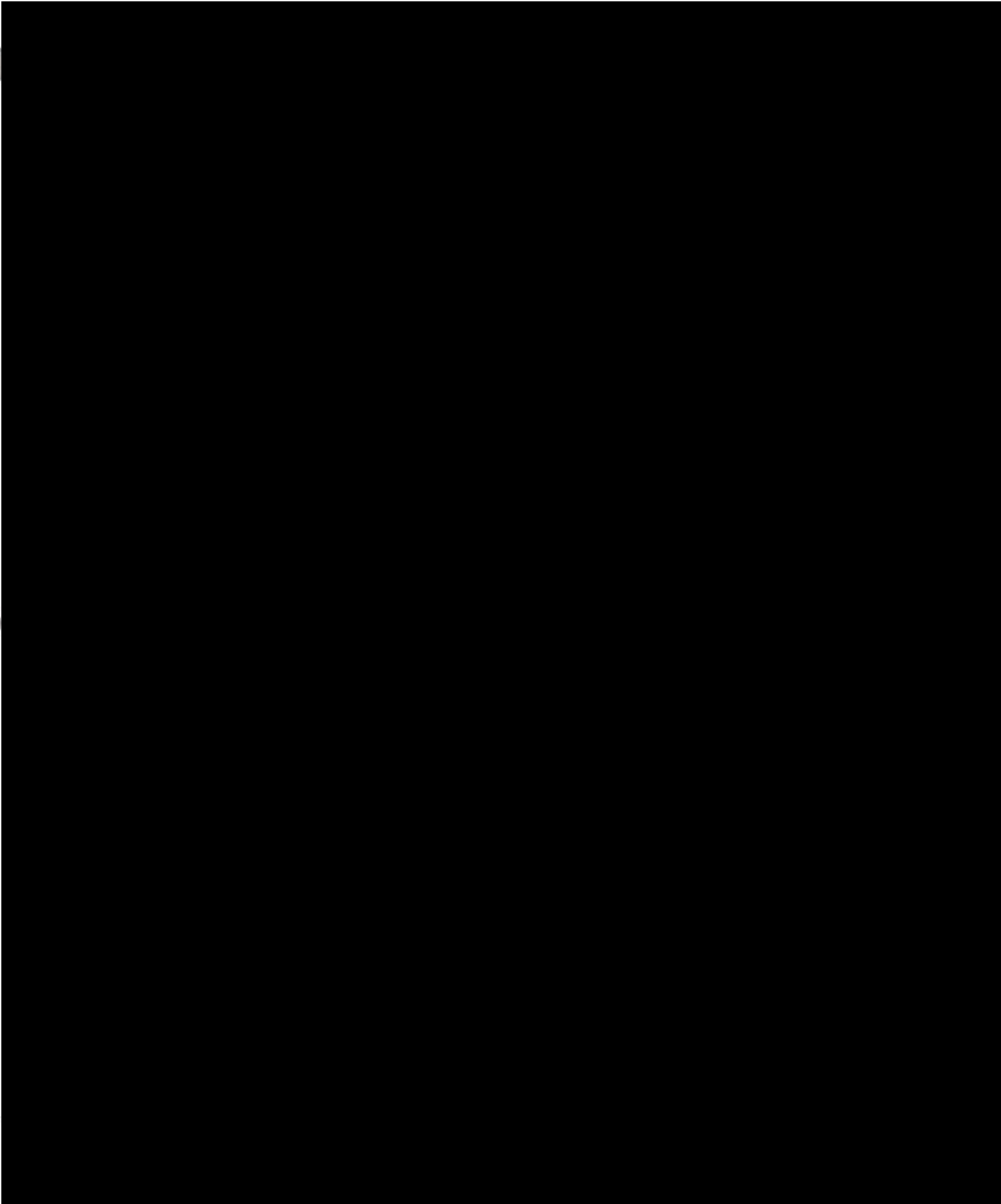


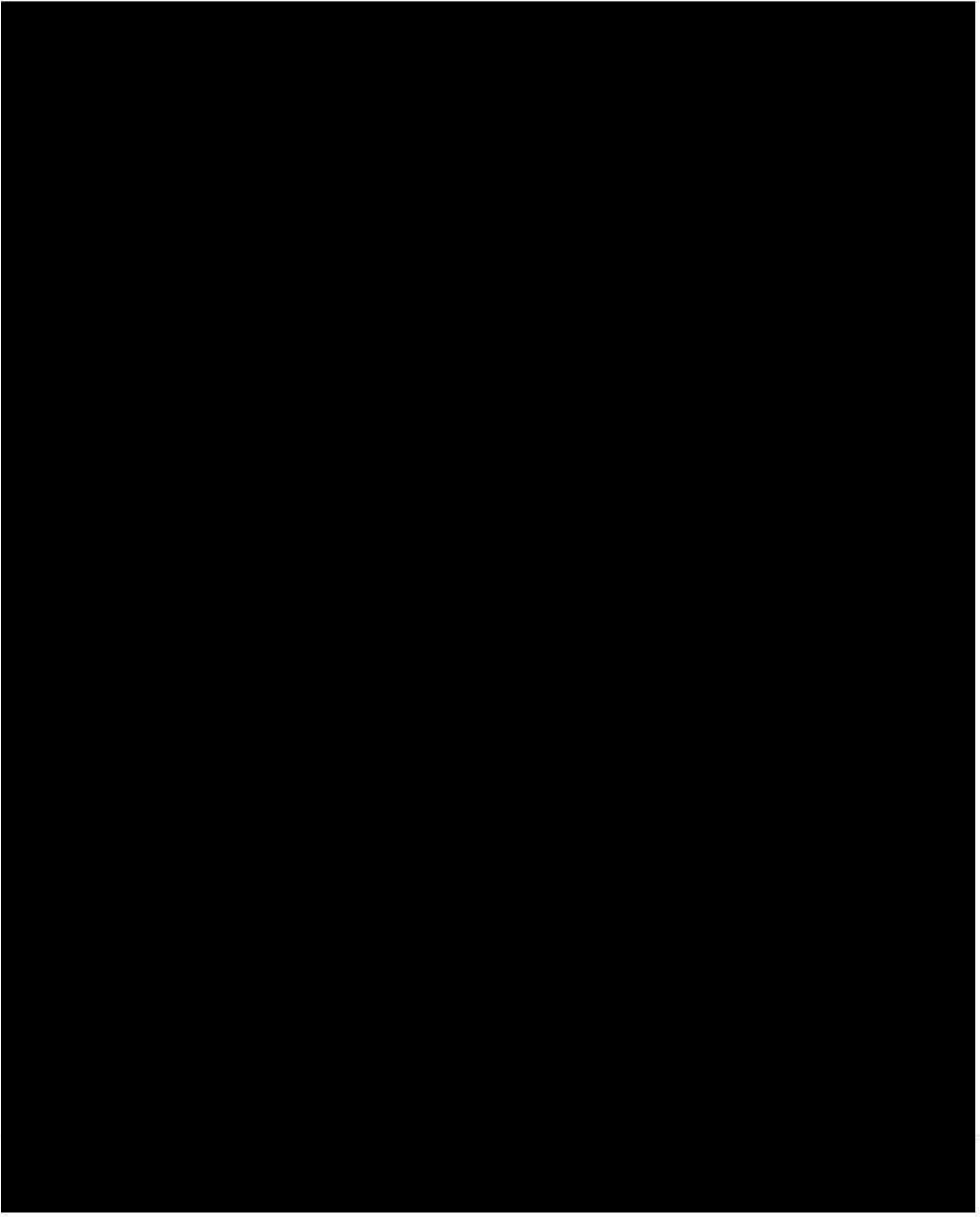












**SCHEDULE 21
MASTER AGREEMENT**

See attached.