

SCHEDULE 15

Form of Lease

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14-Dec-07

TURKS AND CAICOS ISLANDS

REGISTERED LAND ORDINANCE CAP. 72

COMMERCIAL LEASE

PARTICULARS

TITLE NUMBER	SECTION	ISLAND
1.	DATE OF THIS DEED	2007
2.	THE CROWN	RICHARD TAUWHARE MVO , Governor of the Turks and Caicos Islands acting in the name of and on behalf of HER MOST EXCELLENT MAJESTY QUEEN ELIZABETH THE SECOND by the Grace of God Queen of the United Kingdom of Great Britain and Northern Ireland and of the Turks and Caicos Islands and of all of Her Other Realms and Territories.
3.	THE LESSEE	Interhealth Canada Infrastructure (TCI) Limited (Company no. 11772) whose registered office is Richmond House, PO Box 127, Leeward Highway, Providenciales, Turks and Caicos Islands, British West Indies.

4. THE DEMISED PREMISES the land comprised in [parcel 10204/228 & 229 for the Grand Turk Site]/[parcel 60706/89 for the Providenciales Site] as more particularly described in the Site Plan attached as Schedule 1.

5. DATE OF COMMENCEMENT OF THE TERM [] 2007

6. TERM Twenty five (25) years

7. RENT U.S. \$1 per annum

8. RENT REVIEW DATE NOT USED

9. PERMITTED USER NOT USED

WHEREAS

- A. The Crown (in right of its Government in the Turks and Caicos Islands) (hereafter referred to as "the Turks & Caicos Islands Government"), the Lessee and Interhealth Canada Clinical Services (TCI) Limited ("**ClinCo**") entered into an agreement ("the **Project Agreement**") on or about the date of this Lease for the establishment of the Project.
- B. The Lessee has applied to the Crown in accordance with the Project Agreement for a lease of the Demised Premises and the Crown has agreed to grant the same in consideration of the Rent and the covenants and obligations on the part of the Lessee hereinafter reserved and contained.

NOW THIS DEED WITNESSETH as follows:-

1. **DEFINITIONS**

1.1 In this Lease the following expressions (where the context so admits) shall have the following meanings:-

"Approved Plans"	means the plans, drawings, specifications, construction method, techniques and materials to be used for the construction of the Facilities together with such sewage and other facilities as are required for the operation of the Project as approved by the Physical Planning Board.
"Crown"	shall be as described in the Particulars.
"Date of Commencement of the Term"	means the date of the Project Agreement.
"Demised Premises"	means the land described in the Particulars together with everything for the time being on the land and/or referred to it.
"Interest"	means interest at the rate of four (4) per cent per annum above First Caribbean base rate for the time being payable from the date that monies have become due to the Crown until the date of payment to the Crown.
"Particulars"	means the section set out above headed "Particulars".
"Public Health Functions"	includes, immunisation services, antenatal and post natal care, nutrition services, primary dental services, disease surveillance (communicable and non-communicable), health promotion, well-child clinics (in conjunction with any Paediatrician employed at the Facilities) and other similar public health services.
"Physical Planning Board"	means the Physical Planning Board established under the Physical Planning Ordinance 1989, CAP 73 and any statutory body replacing the same.
"Term"	means the term mentioned in the Particulars.

1.2 Terms used in the Lease that are defined in the Project Agreement shall have the respective meanings given to them in the Project Agreement save where otherwise expressly defined in this Agreement.

2. **IN THIS LEASE:**

2.1 The details and description appearing in the Particulars shall be included and form part of the Lease.

2.2 If there shall be more than one person included in the expression "Lessee" the covenants by them shall be joint and several.

2.3 Where any act is prohibited the Lessee shall not allow or suffer such act to be done.

2A **LEASE SUPPLEMENTAL TO THE PROJECT AGREEMENT**

The Crown and the Lessee agree that:

- (a) as this Lease is supplemental to the Project Agreement, the provisions of the Project Agreement including the parties' obligations under the Project Agreement shall be of primary importance when the terms of the Lease are being construed and insofar as there may be any inconsistency between any term of the Lease and any term of the Project Agreement then the terms of the Project Agreement shall prevail to the extent of any inconsistency;
- (b) the Lessee shall have no liability for a breach of this Lease under the terms of this Lease which is also a breach of the Project Agreement; and
- (c) where the Lessee or the Crown are entitled to exercise a right which arises under both this Lease and the Project Agreement, then only the right under the Project Agreement shall be exercised by that party (and not the equivalent right under this Lease).

3. **DEMISE**

IN CONSIDERATION of the Rent and covenants, on the Lessee's part herein contained the Crown **HEREBY DEMISES** unto the Lessee the Demised Premises **EXCEPT AND RESERVED** to the Crown:-

- (a) all minerals, petroleum and petroleum oils and natural gas and the right to enter upon the Demised Premises to win or gain the same provided always that the Crown shall make good at

its own cost and expense all damage occasioned to the Demised Premises thereby and any loss of income and/or profit incurred by the Lessee thereby;

- (b) all public rights of way and easements now existing in on over or through the Demised Premises;
- (c) all rights of way for drains, sewers, poles overhead cables and other conduits existing in on over or under the Demised Premises;
- (d) such rights as may reasonably be required by ClinCo to perform the ClinCo Obligations in accordance with the Project Agreement;
- (e) the right to allow the Turks & Caicos Islands Government or any TCIG Party such access to the Sites as is reasonably necessary to exercise the Turks & Caicos Islands Government's rights as set out in the Project Agreement provided such access causes minimum disruption to Project Operations; and
- (f) the right to allow the Turks & Caicos Islands Government access to the Sites as is reasonably necessary in order to perform its Public Health Function (provided that such access by the Turks & Caicos Islands Government causes minimum disruption to Project Operations)

TO HOLD unto the Lessee for the Term subject nevertheless to the covenants, conditions and reservations hereinafter contained.

4. RENT

During the Term, the Lessee covenants to pay without any deduction whatsoever the Rent per annum the first such payment to be made on the Date of Commencement of the Term and thereafter annually in advance on the anniversary of the Date of Commencement of the Term.

5. TERM

- 5.1 In the event that the Project Agreement terminates in its entirety this Lease shall automatically terminate on the same day.
- 5.2 In the event that the Project Agreement is extended for whatever reason the Term of this Lease shall be extended automatically to match the Project Term (as extended) in the Project Agreement.

5.3 Within 2 months of an extension to the Term of this Lease, the Lessee shall give notice in writing with particulars thereof to the Attorney General of the Turks & Caicos Islands together with the appropriate registration fee in order that such extension on the Term may be registered. The Crown shall comply with any reasonable requests of the Lessee to assist in this process, to ensure the instrument of extension is duly registered.

6. **LESSEE'S COVENANTS**

6.1 The Lessee covenants with the Crown as follows:-

6.2 To pay the Rent at the times and in the manner herein specified.

6.3 To pay all fees, rates and taxes which are at any time payable in respect of the Demised Premises during the continuance of this Lease unless they are payable exclusively by the Crown by virtue of any written law.

6.4 Not used.

6.5 Other than the performance of the Project Operations, not to do anything in or upon the Demised Premises (including any buildings thereon) or upon any part thereof which may be or become a nuisance annoyance or cause damage or inconvenience to the Crown or the owners or occupiers of any adjoining or nearby land.

6.6 Subject to complying with all relevant safety procedures (which shall include any relevant health and safety plans for the Demised Premises, site rules and any reasonable directions with regard to safety on the Demised Premises that may be issued by or on behalf of the Lessee from time to time) and upon receipt of reasonable notice and at reasonable times to permit the Crown with or without workmen to enter those parts of the Demised Premises not used as residential accommodation by the Lessee to examine their condition.

6.7 Not used.

6.8 Subject to clause 6.9, not to assign, sub-let, charge, share or otherwise part with the possession of the Demised Premises or any part thereof without the consent in writing of the Crown it being agreed that the Crown shall have an absolute discretion as to whether or not to grant its consent to the same. Before granting its consent the Crown shall first be satisfied that the proposed assignee or other disponee is of sufficient financial worth to be completely capable of performing the obligations of the Lessee.

6.9 The provisions of clause 6.8 shall not apply:

- (a) subject to 6.9(b) below, to the grant of any security under or pursuant to the Initial Funding Agreements made on or about the date of the Lease (whether by assignment, charge or otherwise) in relation to any loan made to the Lessee for the purposes of the Project;
- (b) to the grant of any subsequent security in a form approved by the Crown prior to its grant (such approval not to be unreasonably withheld or delayed) for any loan made to the Lessee for the purposes of the Project;
- (c) in circumstances where the Funders (or any of its or their affiliates or nominees) have exercised its or their step-in rights pursuant to the Funders' Direct Agreement or any other Funding Agreement to which any of the Funders (or any of its or their affiliates or nominees) are a party (or pursuant to which any nominee of the Funders has been appointed), including:
 - (i) the Lessee sharing the possession of the Demised Premises (or any part thereof) with the Funders (or any of its or their affiliates or nominees) where the Funders (or any of its or their affiliates or nominees) have exercised its or their step-in rights pursuant to the Funders' Direct Agreement or any other Funding Agreement to which any of the Funders (or any of its or their affiliates or nominees) are a party (or pursuant to which any nominee of the Funders has been appointed); and
 - (ii) the Lessee assigning or otherwise parting with the possession of the Demised Premises (or any part thereof) where the Funders (or any of its or their affiliates or nominees) have exercised its or their rights under the Funders' Direct Agreement to procure the transfer of the Lessee's rights and liabilities in relation to the Works and the Non-Ringfenced Services under the Project Documents to a Suitable Substitute Contractor and/or where the Funders (or any of its or their affiliates or nominees) have exercised their rights pursuant to the security granted under any other Funding Agreement to which any of the Funders (or any of its or their affiliates or nominees) are party (or

pursuant to which any nominee of the Funders has been appointed);

- (d) in the case of the Lessee parting with possession or licensing the use of part of the Demised Premises in connection with any Third Party Income activities or any other reasonable third party retail, catering and other such activities ancillary to the provision of the Services at the Demised Premises;
- (e) in the case of the Lessee granting access to ClinCo and any sub-contractors (of any tier) of each of ClinCo and the Lessee (including without limit Construction & Services Co, the Ringfenced Services Provider, the Building Contractor, any Relevant Service Provider and any member of the Design Team) and any agent, employee, invitee or licensee of any of them, as may be necessary for the purposes of carrying out the Provider Obligations under the Project Agreement; or

- 6.10 Within two (2) months after every assignment charge or other disposition of the Lessee's interest in the Demised Premises to give notice in writing with particulars thereof to the Attorney General of the Turks and Caicos Islands and to produce to him (duly stamped if stamp duty be payable thereon) a certified copy of such assignment or other disposition of the Lessee's interest together with the registration fee applicable at that time.
- 6.11 To indemnify and keep indemnified the Crown, its successors, and assigns from and against all Losses arising in connection with any actions, proceedings, claims, damages and demands in respect of any liability of the Crown which may arise by reason of the use and occupation of the Demised Premises by the Lessee under the terms of this Lease.
- 6.12 To pay to the suppliers all charges for electricity (including meter rents) consumed on the Demised Premises and all telecommunications and other charges incurred by the Lessee in the course of its business during the Term.
- 6.13 Not without the written consent of the Physical Planning Board to sink any well upon the Demised Premises.
- 6.14 Not to use the Demised Premises or any part thereof for any illegal or immoral purposes.
- 6.15 To comply with all requirements and recommendations of the fire authorities as to fire precautions relating to the Demised Premises.

- 6.16 Peaceably to yield up and surrender the Demised Premises to the Crown at the expiration or sooner determination of the Term in accordance with the requirements of the Project Agreement.

7. OPTION TO PURCHASE

NOT USED

8. CROWN'S COVENANTS AND ACKNOWLEDGEMENT

The Crown covenants with the Lessee as follows -

- 8.1 The Lessee paying the Rent and performing and observing the covenants on the part of the Lessee to be performed and observed shall and may peaceably possess and enjoy the Demised Premises for the Term without let or hindrance by the Crown or any person claiming by or under it.
- 8.2 To maintain at all times during the Term the access road leading from the Leeward Highway to the Demised Premises and shown on the plan of the Providenciales Site set out in Schedule 1 (Site Plans) to this Lease hatched in black as a public road ("**Access Road**").
- 8.3 To permit the Lessee and ClinCo and any of their sub-contractors (of any tier) (including without limit Construction and Services Co, the Ringfenced Services Provider, the Building Contractor, any Relevant Service Provider and any member of the Design Team) and any of their agents, employees, invitees and licensees (including for the avoidance of doubt and without limitation, Patients and their family, carers and/or lawful visitors), the right in common with the Crown and all other persons having the right with or without motor vehicles, bicycles or other conveyances at all times and for all purposes connected with the Demised Premises but not for any other purpose to pass and repass to and from the Demised Premises or any part thereof along the Access Road and any other road, way, car park leading to the Demised Premises.

9. PROVISION FOR RE-ENTRY

- 9.1 At any time after the expiry of the Project Term, without prejudice to any other remedies and powers herein contained or otherwise available to the Crown, the Crown may re-enter upon the Demised Premises and enjoy the same thenceforth as if this Lease had not been made and the Term shall absolutely cease and determine if:-

9.1.1 the Rent hereby reserved or any part thereof shall be in arrears for twenty-one (21) days after the same shall become due (whether formally demanded or not);

9.1.2 there shall be any breach by the Lessee of any of the covenants or conditions which are to be performed and observed by the Lessee which the Lessee after twenty-one (21) days written notice shall have failed or refused to remedy; or

9.1.3 the Lessee enters into liquidation whether compulsory or voluntary (save for the purpose or reconstruction or amalgamation while solvent) or passes a resolution for winding up (save as aforesaid) or being an individual becomes bankrupt.

9.2 From the date of termination of this Agreement for whatever reason (upon the Lessee providing at least five (5) Working Days notice to the Crown), the Crown shall grant to the Lessee and any of its InfraCo Parties, the right to enter the Demised Premises at a time agreed by the Crown, to remove any equipment not designated Transferable Equipment.

10. **EXCLUSIONS**

The parties acknowledge and agree that the provisions of Sections 53 and 55 of the Registered Land Ordinance (CAP 72) as may be amended or supplemented from time to time shall not apply at any time during the Term of this Lease, as may be extended in accordance with clause 5.2 of this Lease.

11. **STAMP DUTY AND REGISTRATION FEES**

11.1 The Lessee shall be responsible for and shall pay all stamp duties and registration fees attendant on the registration of this Lease.

12. **NOTICES**

Any notice or other communication required or permitted to be given hereunder shall be sent either by registered (air) mail, return receipt requested if available, or by cable, telex, telegram or facsimile, or delivered by hand against receipt, addressed as follows:-

If to the Crown:
The Attorney General
Attorney General's Chambers
South Base
Grand Turk

Turks and Caicos Islands
British West Indies

Facsimile: +1 649 946 2588

If to the Lessee:

Richmond House
PO Box 127
Providenciales
Turks and Caicos Islands
British West Indies

Facsimile: +1 649 946 4734
For the attention of: Company Secretary

or in any case at such other place as the relevant party may, giving reasonable notice, direct in writing. Any notice sent by registered mail shall be deemed to have been received seven days after posting unless previously received, and any notice by cable, telegram, telex or facsimile shall be deemed to have been received the day after delivery to a proper transmitting agent, unless previously received.

13. **GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the laws of the Turks and Caicos Islands and the parties hereby submit to the exclusive jurisdiction of the courts of the Turks and Caicos Islands in respect of any disputes which may arise.

The Public Seal was hereunto affixed)
on behalf of The Crown by the said)
RICHARD TAUWHARE MVO)
in the presence of:)

GOVERNOR

WITNESS

The Common Seal of)
Interhealth Canada Infrastructure)
(TCI) Limited)
was duly affixed to this Deed and)
the same was delivered in the)
presence of:)

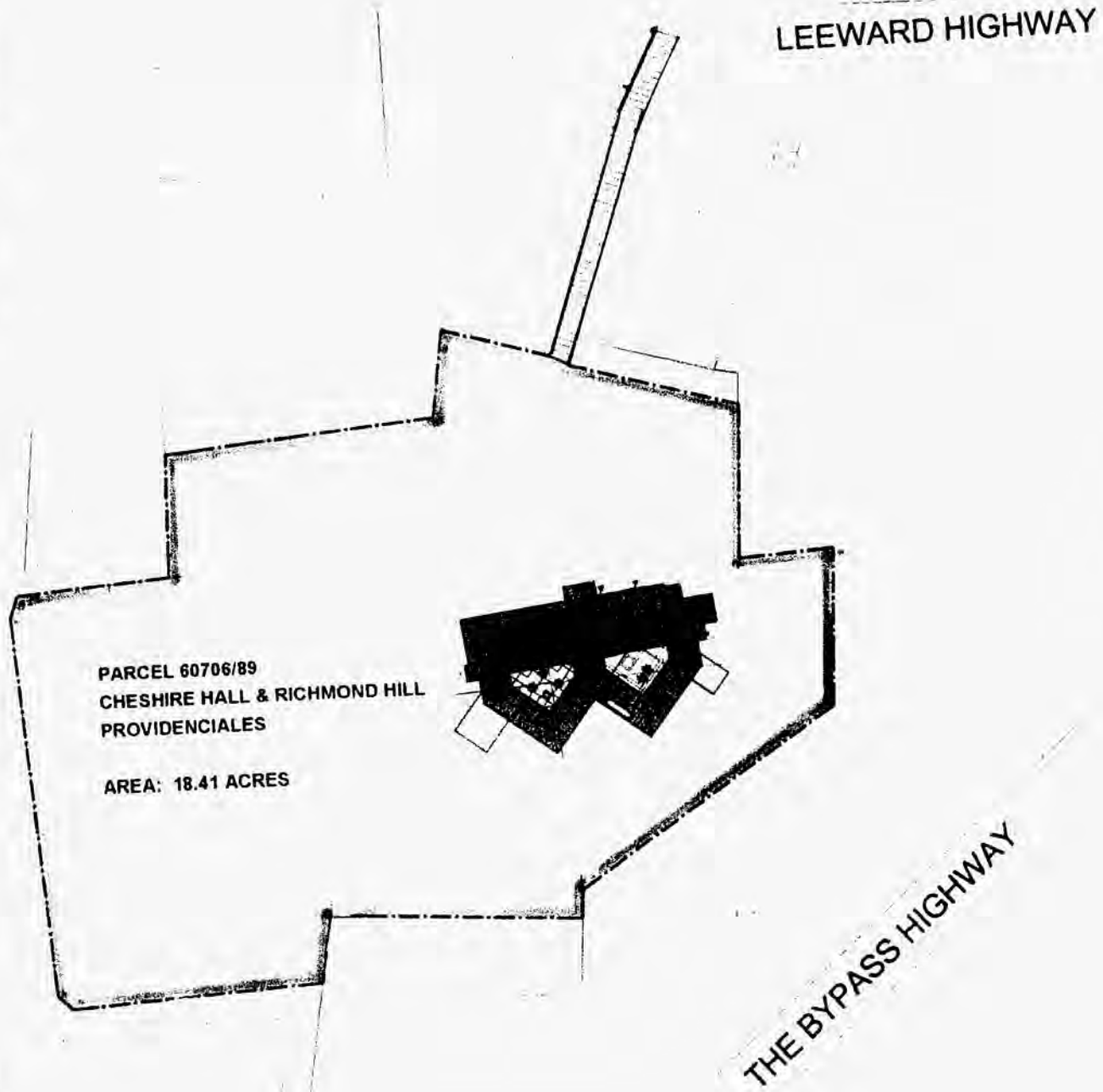
DIRECTOR

DIRECTOR/SECRETARY

SCHEDULE 1 - Site Plans

LIST OF COORDINATES
COMBINATION, 60706-HOSPITAL COMBINATION
PROVIDENCIALES

Point	North	East	Name
1	2410547.35	784148.39	R5506
7	2410729.41	784079.37	R5507
1858	2410740.35	784079.04	FN1855
1862	2410828.77	784251.86	FN1862
1885	2410840.15	784202.43	FN1885
1866	2410792.35	784134.05	FN1866
1875	2410711.00	784008.00	FN1875
1878	2410721.00	784011.00	FN1878
1711	2410641.00	784029.00	FN 1711
1712	2410535.00	784038.00	FN1712
5033	2410784.58	784077.72	FF5033
6510	2410824.43	784260.88	R5608
5511	2410807.38	784338.25	R5509
5512	2410738.67	784338.25	R5512
5513	2410743.33	784378.74	R5513
5514	2410897.10	784378.74	R5514
5515	2410871.52	784378.74	R5515
5518	2410578.30	784285.58	R5518
5517	2410677.47	784151.92	R5517
8207	2410588.86	784265.83	53
9478	2410801.21	784198.83	W9478
9479	2410789.75	784115.08	W9479
9480	2410786.04	784069.42	W9480



NOTES:
1. ALL DIMENSIONS ARE IN METERS.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

KEY:
■ DENOTES FIRE HYDRANT
FH DENOTES CONTRACTORS BOUNDARY



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INTERHEALTH CANADA

TURKS & CAICOS ISLANDS
NEW HOSPITALS
PROVIDENCIALES HOSPITAL
SITE BOUNDARIES

Scale	1:1000	Project	PRELIMINARY
Date	10/07	Client	23/01/07
Drawn	N. Parter	Checked	23/01/07
Sheet	06130 1	Of	002
Drawn		By	A

