

**SCHEDULE 2**

**COMPLETION DOCUMENTS AND PLANS**

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### **Completion Documents and Plans**

#### **Part 1: Completion Documents to be supplied by InfraCo and ClinCo**

Unless an original document is specifically requested, a copy (certified by an officer of the Relevant Provider as being a true copy) of each of the following documents (duly executed by the parties thereto where appropriate) is to be delivered by the Relevant Provider in accordance with clause 2.1.1 of this Agreement:

1. Equity Subscription Agreement between InfraCo, InfraCo HoldCo, HSBC Infrastructure Fund Management Limited ("HIFML"), Interhealth Canada Global Facilities Limited and the Security Trustee.
2. Shareholders' Agreement between InfraCo, InfraCo HoldCo, HIFML and Interhealth Canada Global Facilities Limited.
3. Instrument by Deed Poll (constituting nominal subordinated ordinary loan stock) between InfraCo and HIFML (as beneficiary).
4. Initial Funding Agreements.
5. Minutes of the meeting of the board of directors of each of InfraCo, ClinCo, InfraCo HoldCo, Interhealth Canada Holdings (TCI) Ltd, the Ringfenced Services Provider, Construction & Services Co and Interhealth Canada Limited, inter alia approving the execution and performance of this Agreement and the Project Documents to which each is a party, and appointing named persons to execute and deliver those documents together with a list of names and specimen signatures of the persons authorised to execute each of the Project Documents and ancillary documents to which each is a party and to sign and deliver all notices and other communications to be given to TCIG under each of those Project Documents and ancillary documents to which each is party.
6. Minutes of the meeting of the board of directors of each of Interhealth Canada Global Services Limited and Interhealth Canada Global Facilities Limited approving the execution and performance of this Agreement and the Project Documents entered into by their wholly owned subsidiaries.
7. Certificates of Incorporation of InfraCo, ClinCo, InfraCo HoldCo, Interhealth Canada Holdings (TCI) Ltd, the Ringfenced Services Provider, Construction & Services Co, Interhealth Canada Global Services Limited, Interhealth Canada Global Facilities Limited and Interhealth Canada Limited.
8. Memoranda of Association of InfraCo, ClinCo, InfraCo HoldCo, Interhealth Canada Holdings (TCI) Ltd, the Ringfenced Services Provider, Construction &

Services Co, Interhealth Canada Global Services Limited, Interhealth Canada Global Facilities Limited and Interhealth Canada Limited.

9. Articles of Association of InfraCo, ClinCo, InfraCo HoldCo, Interhealth Canada Holdings (TCI) Ltd, the Ringfenced Services Provider, Construction & Services Co, Interhealth Canada Global Services Limited, Interhealth Canada Global Facilities Limited and Interhealth Canada Limited.
10. Lease of Providenciales Site.
11. Lease of Grand Turk Site.
12. Two copies of the Financial Model audited by Ernst & Young and a computer disk copy.
13. Letter from the Account Bank (as defined in the Credit Agreement) confirming that a Joint Insurance Proceeds Account (InfraCo) has been opened.
14. Cover notes for required Construction Insurances.
15. Funders' Direct Agreement between TCIG, InfraCo, ClinCo and FirstCaribbean International Bank (Bahamas) Limited.
16. Building Contract between the Building Contractor and Construction & Services Co.
17. Each of the three Collateral Warranties from the Building Contractor in favour of (i) TCIG (ii) FirstCaribbean International Bank (Bahamas) Limited and (iii) InfraCo.
18. Each of the three Collateral Warranties from Devereux Architects Limited in favour of (i) TCIG (ii) FirstCaribbean International Bank (Bahamas) Limited and (iii) InfraCo.
19. Each of the three Collateral Warranties from Civil & Structural Engineering Limited in favour of (i) TCIG (ii) FirstCaribbean International Bank (Bahamas) Limited and (iii) InfraCo.
20. Each of the four Collateral Warranties from Rotary (International) Limited, in its capacity as nominated sub-contractor to the Building Contractor, in favour of (i) TCIG (ii) Construction & Services Co (iii) FirstCaribbean International Bank (Bahamas) Limited and (iv) InfraCo.
21. Collateral Warranty from Construction & Services Co in favour of TCIG in respect of Construction & Services Co's performance under the Design & Build Subcontract and where Construction & Services Co warrants its obligations as Engineer under the Building Contract.

- 21A Collateral Warranty from Construction & Services Co in favour of TCIG in respect of Construction & Services Co's performance under the FM Services Subcontract.
22. Broker's letter of undertaking in respect of the insurances procured under Part 1 of Schedule 11 (Insurance Requirements).
23. Co-operation Agreement between Infraco and ClinCo.
24. Ringfenced Services Subcontract between ClinCo and the Ringfenced Services Provider.
25. Design & Build Subcontract between InfraCo and Construction & Services Co.
26. FM Services Subcontract between InfraCo and Construction & Services Co.
27. Independent Tester's Appointment between TCIG, InfraCo, ClinCo, Construction & Services Co, the Independent Tester and FirstCaribbean International Bank (Bahamas) Limited.
28. Design Appointment between Construction & Services Co and Devereux Architects Limited.
29. Design Appointment between Construction & Services Co and Civil & Structural Engineering Limited.
30. MEP Design & Construction Subcontract between the Building Contractor and Rotary (International) Limited.
31. Ringfenced Services Support Deed between ClinCo, the Guarantor, the Ringfenced Services Provider and TCIG.
32. Ringfenced Services Support Deed Corporate Guarantee between the Guarantor and TCIG (as beneficiary).
33. Parent Company Guarantee from the Guarantor in favour of InfraCo (in relation to Construction & Services Co's obligations under FM Services Subcontract).
34. Parent Company Guarantee from the Guarantor in favour of InfraCo (in relation to Construction & Services Co's obligations under Design & Build Subcontract).
35. Design & Build Subcontract Direct Agreement between the Agent, the Security Trustee, InfraCo, Interhealth Canada Limited (as guarantor) and Construction & Services Co.
36. FM Services Subcontract Direct Agreement between the Agent, the Security Trustee, InfraCo, Interhealth Canada Limited (as guarantor) and Construction & Services Co.

37. Arbitration Agreement between TCIG, Interhealth Canada Limited, InfraCo, ClinCo, Construction & Services Co, the Building Contractor, Rotary (International) Limited, Civil & Structural Engineering Limited, Devereux Architects Limited, the Ringfenced Services Provider and Oxford Ventures Limited.
38. A legal opinion from Misick & Stanbrook, TCI legal counsel to Interhealth Canada Limited, InfraCo, ClinCo and Construction & Services Co opining that (i) the Crown is a party to the Project Agreement in right of TCIG only; (ii) InfraCo and ClinCo have capacity and authority to enter into the Project Agreement and that the Project Agreement is duly executed, legally binding on and enforceable against InfraCo and ClinCo; (iii) Construction & Services Co has capacity and authority to enter into and carry out its obligations under the agreements set out at paragraphs 21 and 21A above, due execution of such agreements by Construction & Services Co and enforceability of such agreements under TCI law; (iv) the Building Contractor and Civil & Structural Engineering Limited each have capacity and authority to enter into the collateral warranties in favour of TCIG at paragraphs 17 and 19 above respectively, that each have authority to execute and deliver such collateral warranties and that when executed such collateral warranties constitute valid and binding obligations under TCI law (v) the collateral warranty in favour of TCIG from Devereux Architects Limited and the collateral warranty in favour of TCIG from Rotary (International) Limited each respectively constitute valid and legally binding obligations under TCI law on Devereux Architects Limited and Rotary (International) Limited respectively; (vi) Oxford Ventures Limited's obligations under the collateral warranty from the Building Contractor in favour of TCIG constitute valid and legal binding obligations under TCI law.
39. A legal opinion from Cassels, Brock & Bladwell LLP, Ontario legal counsel for Interhealth Canada Limited opining that Interhealth Canada Limited has the capacity and power to enter into the Ringfenced Services Support Deed Corporate Guarantee and the collateral warranty under paragraph 21A above and that such agreements have been duly executed and constitute legal valid and binding obligations on Interhealth Canada Limited and are enforceable under the laws of the Province of Ontario.