

Dated 11th day of January

2008

BLP

- (1) THE CROWN (IN RIGHT OF ITS GOVERNMENT IN THE TURKS AND CAICOS ISLANDS)
- (2) INTERHEALTH CANADA LIMITED
- (3) INTERHEALTH CANADA INFRASTRUCTURE (TCI) LIMITED
- (4) INTERHEALTH CANADA CLINICAL SERVICES (TCI) LIMITED
- (5) INTERHEALTH CANADA CONSTRUCTION & SERVICES (TCI) LIMITED
- (6) JOHNSTON INTERNATIONAL LIMITED
- (7) ROTARY (INTERNATIONAL) LIMITED
- (8) CIVIL & STRUCTURAL ENGINEERING LIMITED
- (9) DEVEREUX ARCHITECTS LIMITED
- (10) INTERHEALTH CANADA (TCI) LIMITED
- (11) OXFORD VENTURES LIMITED

ARBITRATION AGREEMENT

THIS AGREEMENT is made on

2007

BETWEEN

- (1) **THE CROWN (IN RIGHT OF ITS GOVERNMENT IN THE TURKS AND CAICOS ISLANDS)** of Government Compound, Grand Turk, Turks & Caicos Islands, British West Indies ("**TCIG**")
- (2) **INTERHEALTH CANADA LIMITED** a corporation incorporated in the Province of Ontario (having Ontario Corporation Number 1066939) whose registered office is at Suite 600, 357 Bay Street, Toronto, Ontario, Canada M5H 2T7 (**the "Guarantor"**)
- (3) **INTERHEALTH CANADA INFRASTRUCTURE (TCI) LIMITED** (Company number 11772) a company incorporated in the Turks and Caicos Islands and having its registered office at Richmond House, PO Box 127, Leeward Highway, Providenciales, Turks and Caicos Islands, British West Indies ("**InfraCo**")
- (4) **INTERHEALTH CANADA CLINICAL SERVICES (TCI) LIMITED** (Company number 11321) a company incorporated in the Turks and Caicos Islands and having its registered office at Richmond House, PO Box 127, Leeward Highway, Providenciales, Turks and Caicos Islands, British West Indies ("**ClinCo**")
- (5) **INTERHEALTH CANADA CONSTRUCTION & SERVICES (TCI) LIMITED** (Company number 11320) whose registered office is at Richmond House, PO Box 127, Leeward Highway, Providenciales, Turks & Caicos Islands, British West Indies ("**Construction & Services Co**")
- (6) **JOHNSTON INTERNATIONAL LIMITED** (Company number 2418) whose registered office is at Governor's Road, Leeward, Providenciales, Turks & Caicos Islands, British West Indies (**the "Building Contractor"**)
- (7) **ROTARY (INTERNATIONAL) LIMITED** (Company number NI012244) whose registered office is at 5 Trench Road, Mallusk Industrial Estate, Newtonabbey, Co.Antrim, BT36 4XA, in its capacity as a counterparty to the MEP Design & Construction Subcontract;
- (8) **CIVIL & STRUCTURAL ENGINEERING LIMITED** (Company number 7514) whose registered office is at the Saltmills Plaza, Grace Bay, Providenciales, Turks and Caicos Islands, British West Indies in its capacity as a counterparty to a Design Appointment;
- (9) **DEVEREUX ARCHITECTS LIMITED** (Company number 4173349) whose registered office is at 200 Upper Richmond Road, London, SW15 2SH7, in its capacity as a counterparty to a Design Appointment;

- (10) **INTERHEALTH CANADA (TCI) LIMITED** (Company number 11069) of Richmond House, PO Box 127, Leeward Highway, Providenciales, Turks & Caicos Islands (**the "Ringfenced Services Provider"**); and
- (11) **OXFORD VENTURES LIMITED** (Company number 172126) of Craigmur Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands

BACKGROUND

- (A) TCIG has agreed with InfraCo and ClinCo that together they will provide all health services on the Islands with two hospitals (one on Grand Turk, one on Providenciales) that can provide a broader depth of services than currently exist. In addition, it is expected that whilst TCIG will retain overall responsibility for the management of the Treatment Abroad Programme ("**TAP**"), where necessary ClinCo will manage the referral of patients abroad under TAP. This procurement will include the provision of all primary and secondary health services for TCI including the design, construction, financing, equipping, staffing, maintenance and operation of the Facilities for a period of 25 years (the "**Project**").
- (B) TCIG, InfraCo and ClinCo have entered into an agreement dated on or about the date of this Agreement which sets out the terms and conditions upon which InfraCo and ClinCo shall carry out the Project ("**the Project Agreement**").
- (C) The services will be provided under the Project Agreement at two new Facilities to be constructed by InfraCo upon land owned by TCIG and leased to InfraCo at a peppercorn rent. The right of TCIG to allow ClinCo to enter the Sites in order to perform the ClinCo Obligations is reserved in the Lease.
- (D) The parties intend that all disputes arising from the Project Agreement shall be settled by arbitration in a single forum where appropriate in the interests of costs and to avoid multiple proceedings and/or litigation before the courts.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1 "**The Parties**": shall mean the signatories of this Arbitration Agreement;
- 1.2 All other definitions used in the Project Agreement shall have the same meaning in this Agreement, unless and to the extent that they are separately defined in this Agreement.

2. SCOPE OF THIS AGREEMENT

- 2.1 The Parties agree that where any two or more of them enter into a contract (other than a contract to which a third party is also a party), that contract will be subject to arbitration pursuant to this Agreement.

3. REFERENCE OF DISPUTES

- 3.1 The Parties agree that all disputes, claims or differences arising out of or in connection with the Project shall, subject to the provisions of Schedule 5 (Dispute Resolution Procedure) of the Project Agreement (where applicable), be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**the ICC Rules**") by a three-member tribunal appointed by the International Court of Arbitration of the International Chamber of Commerce ("**the ICC Court**"). The Parties agree that in any proceeding commenced under this Agreement, all Arbitrators shall be appointed directly by the ICC Court without recourse to National Committees as if the provisions of Articles 10(2) of the ICC Rules were applicable and as if all parties were unable to agree a method for constitution of the tribunal.
- 3.2 The Parties agree that any tribunal seised of a dispute hereunder shall have the power to join any party under this Agreement or to consolidate any separate proceedings commenced under this Agreement where the tribunal considers that such joinder or consolidation is warranted taking into consideration cost effectiveness and the avoidance of multiple proceedings relating to common or related legal and factual issues. In the event that more than one tribunal is appointed, an application for joinder or consolidation is to be made to the tribunal earliest seised of the relevant disputes and that tribunal will decide issues of consolidation and joinder. The parties who may be joined are limited to each and any of the following:
- 3.2.1 TCIG;
 - 3.2.2 Guarantor;
 - 3.2.3 InfraCo;
 - 3.2.4 ClinCo;
 - 3.2.5 Construction & Services Co;
 - 3.2.6 Building Contractor;
 - 3.2.7 any member of the Design Team; and
 - 3.2.8 Ringfenced Services Provider.
- 3.3 Where a party wishes to request that an Arbitral Tribunal consolidate two or more proceedings, or to make a request for joinder of another party, a copy of the application shall be sent to all parties concerned in each of the proceedings and the Arbitral Tribunal, if any.

3.4 Upon joinder or consolidation, the Arbitral Tribunal shall ensure that all parties receive copies of correspondence, submissions and materials already filed in the arbitration, provided always that the Arbitral Tribunal will have discretion to order limited communication of relevant materials in circumstances where parties have been joined or proceedings consolidated only in respect of discrete and separable issues. In exercising its discretion, the Arbitral Tribunal will be asked to take into account the provisions as to confidentiality contained in clause 43 of the Project Agreement. Any party may, at any time, apply for more complete communication.

4. **PLACE**

4.1 The place of arbitration shall be Paris. The place of any meetings, hearings and deliberations shall be determined in accordance with Article 14 of the ICC Rules.

5. **LANGUAGE**

5.1 The language of arbitration shall be English.

6. **GOVERNING LAW**

6.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be construed and governed in accordance with the laws of the TCI.

7. **COUNTERPARTS**

7.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement was executed the day and year first above written

Executed for and on behalf of the **CROWN**
(IN RIGHT OF ITS GOVERNMENT IN
THE TURKS AND CAICOS ISLANDS)
acting by its duly authorised
representatives:


Hon. Floyd Basil Hall
Deputy Premier and Minister of
Finance and National Insurance



Hon. Lillian Elaine Boyce
Minister of Health and Human
Services

Executed by
INTERHEALTH CANADA LIMITED
acting by:



Authorised Signatory



Authorised Signatory

The common seal of
**INTERHEALTH CANADA
INFRASTRUCTURE (TCI) LIMITED**
was duly affixed to this Agreement in the
presence of:



Director

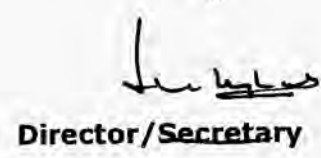


Director/Secretary

The common seal of
**INTERHEALTH CANADA CLINICAL
SERVICES (TCI) LIMITED**
was duly affixed to this Agreement in the
presence of:



Director



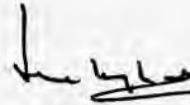
Director/Secretary

The common seal of **INTERHEALTH CANADA CONSTRUCTION & SERVICES (TCI) LIMITED** was duly affixed to this Agreement in the presence of:

Director

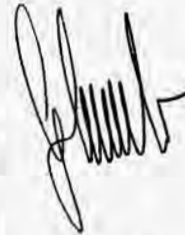


Director/Secretary

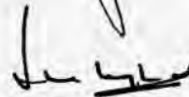


The common seal of **INTERHEALTH CANADA (TCI) LIMITED** was duly affixed to this Agreement in the presence of:

Director

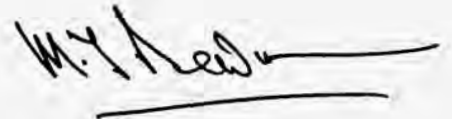


Director/Secretary



Executed by **DEVEREUX ARCHITECTS LIMITED** acting by:

Director



Director/Secretary



The Common seal of **JOHNSTON INTERNATIONAL LIMITED** was duly affixed to this Agreement in the presence of:

Director



Director/Secretary



The Common Seal of **CIVIL & STRUCTURAL ENGINEERING LIMITED** was duly affixed to this Agreement in the presence of:

Director

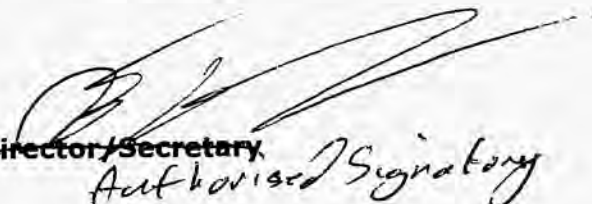
Director/Secretary

The Common Seal of **OXFORD VENTURES LIMITED** was duly affixed to this Agreement in the presence of:

Director



Director/Secretary



Authorized Signatory

Executed by **ROTARY (INTERNATIONAL) LIMITED** acting by:

Director



(MARK MITCHELL)

Director/Secretary



(M.S. HOPKINSON)