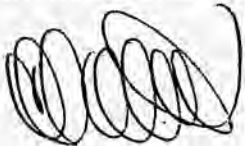


ULSTER BANK LIMITED GUARANTEE REFERENCE NO.: TFPBEG800006

BY THIS BOND WE, ROTARY (INTERNATIONAL) LIMITED (COMPANY NO NI012244) WHOSE REGISTERED OFFICE IS AT 5 TRENCH ROAD, MALLUSK INDUSTRIAL ESTATE, NEWTONABBEY, CO. ANTRIM BT36 4XA (THE SUBCONTRACTOR) AND ULSTER BANK LIMITED WHOSE REGISTERED OFFICE IS AT 11-16 DONEGALL SQUARE EAST, BELFAST BT1 5UB (THE SURETY), ARE HELD AND FIRMLY BOUND JOINTLY AND SEVERALLY TO INTERHEALTH CONSTRUCTION & SERVICES (TCI) LIMITED (COMPANY NO: 11320) WHOSE REGISTERED OFFICE IS AT RICHMOND HOUSE, PO BOX 127, LEEWARD HIGHWAY, PROVIDENCIALES, TURKS AND CAICOS ISLANDS, BRITISH WEST INDIES (THE EMPLOYER, WHICH TERM SHALL INCLUDE ALL PERMITTED ASSIGNEES UNDER THIS DEED) IN THE SUM OF THREE MILLION FOUR HUNDRED NINETY THOUSAND FOUR HUNDRED AND EIGHTY THREE UNITED STATES DOLLARS (USD 3,490,483.00) (THE SECURED AMOUNT) FOR THE PAYMENT OF WHICH SUM THE SUBCONTRACTOR AND SURETY HEREBY BIND THEMSELVES, THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY ON THE CONDITIONS SET OUT IN THIS DEED.

RECITALS:-

- A. JOHNSTON INTERNATIONAL LIMITED (COMPANY NO 2418) A COMPANY DULY FORMED AND SUBSISTING UNDER THE LAWS OF TURKS AND CAICOS ISLANDS WITH REGISTERED OFFICE SITUATE AT GOVERNOR'S ROAD, LEEWARD, PROVIDENCIALES, TURKS AND CAICOS ISLANDS, BRITISH WEST INDIES (THE CONTRACTOR) HAS ENTERED INTO AN AGREEMENT DATED 11 January 2008. (THE CONTRACT) WITH THE EMPLOYER, INTER ALIA, FOR THE CARRYING OUT AND COMPLETION OF THE WORKS THEREIN REFERRED TO (THE WORKS) ON PROVIDENCIALES AND GRAND TURK, MORE SPECIFICALLY DESCRIBED IN THE CONTRACT.
- B. THE CROWN (IN RIGHT OF ITS GOVERNMENT IN THE TURKS AND CAICOS ISLANDS) (TCIG) AND INTERHEALTH CANADA INFRASTRUCTURE (TCI) LIMITED (THE PROVIDER) HAVE ENTERED INTO AN AGREEMENT ON OR ABOUT THE DATE OF THE CONTRACT FOR THE PROVISION OF PRIMARY AND SECONDARY HEALTHCARE SERVICES FOR THE TURKS AND CAICOS ISLANDS (THE PROJECT AGREEMENT).
- C. THE CONTRACTOR HAS ENTERED INTO A SUBCONTRACT (THE SUBCONTRACT) WITH THE SUBCONTRACTOR TO DESIGN AND CARRY OUT AND COMPLETE A PORTION OF THE WORKS (THE SUBCONTRACT WORKS).
- D. PURSUANT TO THE CONTRACT, THE CONTRACTOR HAS INSTRUCTED THE EMPLOYER TO MAKE AN ADVANCE PAYMENT TO THE SUBCONTRACTOR IN THE SUM OF USD 3,490,483.00, AS AN INTEREST-FREE LOAN FOR MOBILISATION (THE ROTARY ADVANCE PAYMENT).

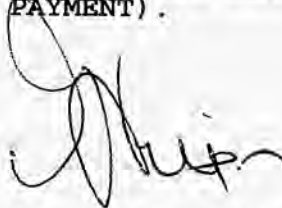


David Cotter

Technical Specialist

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Dawn Fitton

Team Manager

Trade Services (International)

ULSTER BANK LIMITED
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E. THE EMPLOYER, THE CONTRACTOR AND THE SUBCONTRACTOR HAVE ENTERED INTO AN AGREEMENT (THE DIRECT AGREEMENT) IN RESPECT OF (AMONGST OTHER THINGS) THE ROTARY ADVANCE PAYMENT AND THE REPAYMENT OF THE ROTARY ADVANCE PAYMENT.

F. THE EMPLOYER HAS AGREED TO MAKE THE ROTARY ADVANCE PAYMENT IN RETURN FOR AN ADVANCE PAYMENT BOND IN THE FORM OF THIS BOND ISSUED BY A BANK ACCEPTABLE TO THE EMPLOYER IN ACCORDANCE WITH THE TERMS OF THE DIRECT AGREEMENT.

G. THE SURETY IS A BANK ACCEPTABLE TO THE EMPLOYER AND HAS AGREED TO ENTER INTO THIS BOND ACCORDINGLY.

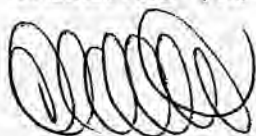
NOW, IN CONSIDERATION OF USD 10 (RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE SUBCONTRACTOR AND THE SURETY), THE CONDITIONS OF THE BOND ARE AS FOLLOWS:

1 SURETYS OBLIGATIONS

UPON DEMAND SERVED BY THE EMPLOYER UPON THE SURETY FROM TIME TO TIME OR AT ANY TIME HEREUNDER WHICH SHALL STATE (A) THAT IT IS MADE UNDER THIS BOND, (B) THAT THE EMPLOYER IS ENTITLED TO MAKE THE DEMAND IN ACCORDANCE WITH THE TERMS OF THE DIRECT AGREEMENT, (C) THE SUM CLAIMED BY THE EMPLOYER AND (D) THE MAXIMUM AMOUNT OF THE SURETYS LIABILITY UNDER THIS BOND AT THE DATE OF PRESENTATION OF THE SAID DEMAND TO THE SURETY AND WHICH IS ACCOMPANIED BY A WRITTEN STATEMENT SIGNED BY THE ENGINEER (AS DEFINED IN THE SUBCONTRACT) CERTIFYING THAT IN ITS OPINION THE AMOUNT CLAIMED IS DUE AND PAYABLE BY THE SUBCONTRACTOR TO THE EMPLOYER IN ACCORDANCE WITH CLAUSE 5.4 OF THE DIRECT AGREEMENT, THE SURETY SHALL WITHOUT PROOF OR FURTHER CONDITIONS OR ANY SET-OFF, COUNTERCLAIM OR ANY OTHER DEDUCTION AND WITHIN 10 WORKING DAYS OF RECEIPT OF SUCH DEMAND, PAY TO THE EMPLOYER THE SUM CLAIMED BY THE EMPLOYER AS STATED IN THE SAID DEMAND UP TO THE MAXIMUM AMOUNT OF THE SURETYS LIABILITY UNDER THIS BOND.

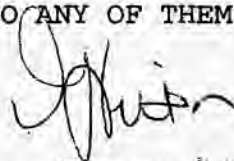
2 ALTERNATIONS AND INDULGENCE

THE SURETY HEREBY AGREES THAT NO VARIATION OR ALTERATION TO THE TERMS OF THE DIRECT AGREEMENT OR THE SUBCONTRACT OR THE EXTENT, NATURE OR METHOD OF PERFORMANCE OF ANY OF THE SUBCONTRACT WORKS TO BE CARRIED OUT UNDER THE SUBCONTRACT, NO ALLOWANCE OF TIME, WAIVER, FORBEARANCE, FORGIVENESS, COMPROMISE OR OTHER DEALING UNDER OR WITH THE SUBCONTRACT OR ANY RIGHT OR REMEDY ARISING THEREUNDER, NO INVALIDITY, ILLEGALITY, UNENFORCEABILITY OR IRREGULARITY OF THE SUBCONTRACT OR DIRECT AGREEMENT OR OF ANY PROVISION THEREOF, NO OTHER BOND, SECURITY OR GUARANTEE NOW OR HEREAFTER HELD BY THE EMPLOYER FOR ALL OR ANY PART OF THE SUBCONTRACTORS OBLIGATIONS UNDER THE DIRECT AGREEMENT OR THE SUBCONTRACT OR ANY RELEASE OR WAIVER OF ANY SUCH BOND, SECURITY OR GUARANTEE, NO WINDING-UP, LIQUIDATION, RECEIVERSHIP, ADMINISTRATION, VOLUNTARY ARRANGEMENT OR OTHER COMPOSITION WITH CREDITORS (OR ANY EVENT ANALOGOUS TO ANY OF THEM) OF THE



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ULSTER BANK LIMITED
GUARANTEE No. 220006

SUBCONTRACTOR AND NO OTHER ACT OR OMISSION WHICH (BUT FOR THIS PROVISION) MIGHT HAVE OPERATED TO RELEASE EXONERATE OR DISCHARGE THE SURETY OR OTHERWISE REDUCE, EXTINGUISH OR ADVERSELY AFFECT ANY LIABILITY OF THE SURETY UNDER THE TERMS HEREOF SHALL IN ANY WAY, RELEASE, EXONERATE OR DISCHARGE THE SURETY FROM ANY LIABILITY UNDER THE TERMS OF THIS DEED OR REDUCE EXTINGUISH OR OTHERWISE ADVERSELY AFFECT ANY SUCH LIABILITY, AND THE SURETY HEREBY WAIVES NOTICE TO IT OF ANY SUCH EVENT. NOTWITHSTANDING AND WITHOUT PREJUDICE TO ANY PROVISION OF THIS CLAUSE 2, THE SURETY AGREES THAT ANY REFERENCE TO THE "SUBCONTRACT" AND THE "DIRECT AGREEMENT" WITHIN THIS BOND SHALL REFER TO THE AGREEMENT ENTERED INTO DATED ON OR ABOUT THE DATE OF THIS BOND AND SHALL DISREGARD ANY SUBSEQUENT AMENDMENTS, VARIATIONS OR MODIFICATIONS FOR THE PRUPOSES OF THIS BOND.

3 REDUCTIONS IN LIABILITY

THE MAXIMUM AMOUNT OF THE SURETYS LIABILITY UNDER THIS BOND SHALL INITIALLY BE THE SECURED AMOUNT BUT SHALL REDUCE AUTOMATICALLY BY AN AMOUNT THAT IS EQUIVALENT TO EACH SUM WHICH IS TO BE TAKEN INTO ACCOUNT AND OFF-SET AGAINST INTERIM PAYMENTS UNDER THE SUBCONTRACT AND NOTIFIED BY THE EMPLOYER IN ACCORDANCE WITH CLAUSE 5.8 OF THE DIRECT AGREEMENT UNTIL SUCH TIME AS THE SURETYS LIABILITY UNDER THIS BOND HAS REDUCED TO NIL.

4 PERIOD OF ENFORCEABILITY

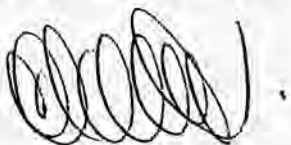
THE OBLIGATIONS OF THE SURETY HEREUNDER SHALL BE CONTINUING AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE ROTARY ADVANCE PAYMENT HAS BEEN FULLY AMORTISED IN ACCORDANCE WITH CLAUSE 5.8 OF THE DIRECT AGREEMENT OR UNTIL THIS BOND SHALL HAVE BEEN PAID IN FULL OR UNTIL THE SURETYS LIABILITY UNDER THIS BOND HAS REDUCED TO NIL WHICHEVER SHALL FIRST OCCUR.

5 SURETYS AGGREGATE LIABILITY

NOTWITHSTANDING ANYTHING ELSE HEREIN CONTAINED, THE AGGREGATE LIABILITY OF THE SURETY HEREUNDER SHALL NOT EXCEED THE SECURED AMOUNT AS REDUCED FROM TIME TO TIME IN ACCORDANCE WITH CLAUSE 3.

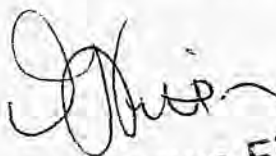
6 PAYMENT

ANY PAYMENT MADE UNDER THIS BOND SHALL BE IMMEDIATELY AND FREELY AVAILABLE UNITED STATES DOLLARS FREE AND CLEAR WITHOUT ANY DEDUCTION FOR OR ON ACCOUNT OF ANY PRESENT OR FUTURE TAXES, LEVIES, IMPOSTS, CHARGES, FEES, DEDUCTIONS OR WITHHOLDINGS OF ANY NATURE WHATSOEVER AND BY WHOMSOEVER IMPOSED.



David Cotter

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ULSTER BANK LIMITED
GUARANTEE No. 500006

7 BOND IRREVOCABLE

THIS BOND IS OF A CONTINUING NATURE AND CONSTITUTES DIRECT, PRIMARY, IRREVOCABLE AND UNCONDITIONAL OBLIGATIONS BY THE SURETY.

8 ASSIGNMENT

THIS DEED OR THE BENEFIT HEREOF MAY BE ASSIGNED BY THE EMPLOYER AN UNLIMITED NUMBER OF TIMES AND WITHOUT THE CONSENT OF THE SURETY TO:

- (A) THE PROVIDER;
- (B) THE FUNDERS (AS DEFINED IN THE PROJECT AGREEMENT);
- (C) ANY STEP-IN ENTITY OR NOVATEE OF THE FUNDERS (AS DEFINED IN THE CONTRACT) UNDER ANY DIRECT AGREEMENT WITH TCIG AND WITH THE EMPLOYER.
- (D) ANY ENTITY REPLACING THE PROVIDER IN RELATION TO THE WHOLE OR ANY PART OF THE WORKS OR THE COMPLETED WORKS;

SUBJECT ALWAYS TO SUCH ASSIGNMENT BECOMING EFFECTIVE AUTOMATICALLY UPON SURETYS RECEIPT OF THE EMPLOYERS WRITTEN NOTIFICATION OF THE ASSIGNMENT STATING THE NAME AND ADDRESS OF THE ASSIGNEE, AND THE SURETY SHALL BE UNDER NO OBLIGATION TO MAKE A PAYMENT TO AN ASSIGNEE UNDER THIS BOND UNTIL SUCH WRITTEN NOTIFICATION IS PROVIDED TO THE SURETY.

AND TO ANY OTHER PERSON WITH THE CONSENT OF THE SURETY, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED.

9 CLAIMS PROCEDURE

ANY DEMANDS, CLAIM OR OTHER NOTICES TO BE SERVED UPON THE SURETY HEREUNDER SHALL BE IN WRITING AND SHALL BE SERVED:

- (A) PERSONALLY BY HAND AT THE ADDRESS STATED BELOW
- (B) BY COURIER OR BY FIRST CLASS PRE-PAID POST TO BIRMINGHAM TRADE SERVICES, PO BOX 11139, 6TH FLOOR, 6 BRINDLEYPLACE, BIRMINGHAM B1 2XB OR OTHER SUCH ADDRESS AS THE SURETY MAY HAVE PREVIOUSLY NOTIFIED IN WRITING TO THE EMPLOYER. ANY CLAIMS OR OTHER NOTICES, IF DELIVERED PERSONALLY OR BY COURIER, SHALL BE DEEMED TO HAVE BEEN SERVED AT THE TIME OF DELIVERY OR, IF SENT BY FIRST CLASS POST SHALL BE DEEMED TO HAVE BEEN SERVED UPON THE EARLIER OF ACTUAL RECEIPT OR THREE DAYS AFTER MAILING.

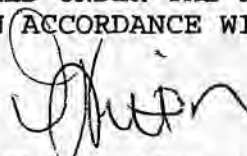
10 GOVERNING LAW

THIS BOND SHALL BE GOVERNED BY THE LAWS OF THE TURKS AND CAICOS ISLANDS. ANY ACTION, SUIT, PROCEEDINGS OR DISPUTE IN CONNECTION WITH THIS BOND SHALL BE FINALLY SETTLED UNDER THE ICC ARBITRATION RULES BY A 3-MEMBER TRIBUNAL PANEL IN ACCORDANCE WITH THE ICC



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David Carter



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ULSTER BANK LIMITED
GUARANTEE No. 82006

ARBITRATION RULES. THE PLACE OF ARBITRATION SHALL BE DEEMED TO BE PARIS, NOTWITHSTANDING THAT HEARINGS MAY BE CONDUCTED IN TCI OR OTHER LOCATIONS IN ACCORDANCE WITH THE ICC ARBITRATION RULES. THE LANGUAGE OF ARBITRATION SHALL BE ENGLISH.

DATED THIS 18TH DAY OF DECEMBER, 2007

IN WITNESS WHEREOF THIS DEED HAS BEEN DULY EXECUTED BY ULSTER BANK LIMITED AND ROTARY (INTERNATIONAL) LIMITED ON THE DATE FIRST ABOVE WRITTEN

EXECUTED AND DELIVERED AS A DEED)
BY ROTARY (INTERNATIONAL) LIMITED)
ACTING BY:-)

M.S. Hopkinson
Mark Mitchell

DIRECTOR *M.S. Hopkinson*

DIRECTOR/~~SECRETARY~~ *MARK MITCHELL*

SIGNED AS A DEED BY

Dawn Fitton

Dawn Fitton

Team Manager

Trade Services Birmingham

AS THE ATTORNEY AND ON BEHALF OF
ULSTER BANK LIMITED

IN THE PRESENCE OF
BANK OFFICIAL
ULSTER BANK LIMITED
RBS TRADE SERVICES
ULSTER BANK TEAM

David Cotter

Technical Specialist
Trade Services Birmingham

David Cotter

C/O THE ROYAL BANK OF SCOTLAND PLC
PO BOX 11139
6TH FLOOR, 6 BRINDLEYPLACE
BIRMINGHAM B1 2XB

FIFTH AND LAST PAGE