

Leeward Highway  
Providenciales, Turks & Caicos Islands



**FIRST CARIBBEAN**  
INTERNATIONAL BANK

January 21, 2008

The Directors  
Interhealth Canada Infrastructure (TCI) Limited (as Borrower)

and

The Directors  
Interhealth Canada Infrastructure Holdings (TCI) Limited (as HoldCo)

Dear Sirs

Credit agreement dated 11 January 2008 entered into between Interhealth Canada Infrastructure (TCI) Limited (as Borrower) (1), Interhealth Canada Infrastructure Holdings (TCI) Limited (as HoldCo) (2), First Caribbean International Bank (Bahamas) Limited (as Arranger, Agent, Security Trustee and Account Bank) (3), First Caribbean International Bank (Bahamas) Limited and Export Development Canada (as Original Project Term Lenders) (4), First Caribbean International Bank (Bahamas) Limited and Export Development Canada (as Original MES Term Lenders) (5) and HSBC Bank PLC and HSBC Bank (Panama) S.A (as Original Equity Bridge Lenders) (6), as amended, restated, supplemented or novated from time to time (the "Credit Agreement").

1. Unless otherwise defined in this letter or the context otherwise requires, words and phrases defined or incorporated in the Credit Agreement shall bear the same meaning in this letter.
2. This letter constitutes an amendment letter for the purposes of Clause 40.1 (*Amendments and Waivers*) of the Credit Agreement. This letter constitutes a Senior Finance Document.
3. We refer to correspondence regarding proposed amendment to the definition of "Equity Bridge Facility Repayment Date". We are writing this letter to you in your respective capacities as Borrower and HoldCo in our capacity as Agent. The Lenders have agreed to amend the Credit Agreement on the terms set out in this letter.
4. **AMENDMENT**

The Credit Agreement shall be amended so that the definition of Equity Bridge Facility Repayment Date shall be deleted and replaced with the new definition set out below:

"Equity Bridge Facility Repayment Date" means the earliest to occur of:

- (a) 28 February 2010; and

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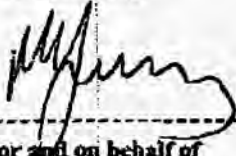
(b) the occurrence of an Event of Default;"

5. GENERAL

- 5.1 For the avoidance of doubt no consents or waivers are given under this letter in respect of any Default under the Credit Agreement or any other Senior Finance Document.
- 5.2 The agreement of the Lenders to the amendment contained in this letter shall apply only to the matters specifically referred to herein. Such agreement shall be without prejudice to any rights which the Senior Finance Parties may now or hereafter have in relation to any other circumstances or matters other than as specifically referred to herein (and whether subsisting on the date hereof or otherwise).
- 5.3 This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 5.4 This letter shall be governed by and construed in accordance English law and clauses 42 (Governing Law) and 43 (Enforcement) of the Credit Agreement shall apply *mutatis mutandis* as if set out in full in this letter.

Please would you each indicate your agreement to the terms of this amendment letter by countersigning the attached duplicate and returning it to us.

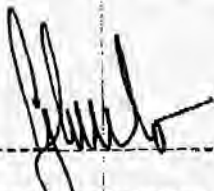
Yours faithfully



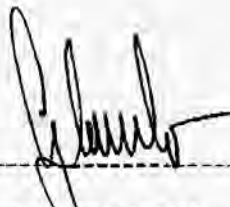
For and on behalf of  
First Caribbean International Bank (Bahamas) Limited (as Agent)

[on duplicate]

We hereby agree to the terms of the attached amendment letter



For and on behalf of  
Interhealth Canada Infrastructure (TCI) Limited  
(as Borrower)



For and on behalf of  
Interhealth Canada Infrastructure Holdings  
(TCI) Limited (as HoldCo)

*FirstCaribbean International Bank is a member of the CIBC Group.*