

SECURITY AGREEMENT

This Security Agreement is made as of January 11th, 2008 by Interhealth Canada Infrastructure (TCI) Limited (the "Debtor") in favour of FirstCaribbean International Bank (Bahamas) Limited (as security trustee for and on behalf of the Finance Parties (as such term is defined by the Security Trust Deed)) (the "Creditor").

For valuable consideration, the Debtor agrees with the Creditor as follows:

1. Grant of Security Interests. The Debtor hereby assigns to the Creditor, and grants to the Creditor a security interest in, all of the Debtor's present and future Accounts and Intangibles (including, without limitation, all rights of the Debtor under the Assigned Guarantees), and all Proceeds thereof, and all Books and Records relating thereto (collectively, the "Collateral"), as continuing security for the due payment and performance of the Secured Obligations.

2. Governing Law. This Security Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3. Further Information. The Debtor shall from time to time promptly furnish to the Creditor in writing all information reasonably requested by the Creditor relating to the Collateral.

4. Default.

(1) Realization. Upon the occurrence of an Event of Default, the Creditor shall be entitled to take all available steps to realize upon the Collateral, including the exercise of all rights and remedies available to a secured creditor under the PPSA, at law or in equity. No right shall be exclusive of or dependent upon any other right and one or more of such rights may be exercised independently or in combination from time to time.

(2) Appointment of a Receiver. The Creditor may by instrument in writing appoint any person as a receiver or receiver and manager (a "Receiver") of the Collateral or any part thereof. The Creditor may from time to time remove or replace a Receiver or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by the Creditor shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Debtor's agent. The Creditor may from time to time fix the Receiver's remuneration. The Creditor shall not be liable to the Debtor or any other person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.

(3) Deficiency. The Debtor shall remain liable to the Creditor for payment of any of the Secured Obligations which remain outstanding following realization of the Collateral or any part thereof.

5. Creditor not Liable. The Creditor shall not be liable to the Debtor or any other person for any failure or delay in exercising any of its rights under this Security Agreement.

SECURITY AGREEMENT

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5. Creditor not Liable. The Creditor shall not be liable to the Debtor or any other person for any failure or delay in exercising any of its rights under this Security Agreement.

6. Charges and Expenses. The Debtor shall pay all reasonable costs and expenses incurred by the Creditor in connection with the exercise of any remedy under this Security Agreement.

7. Further Assurances. The Debtor shall from time to time promptly upon request by the Creditor take such action as the Creditor may reasonably require in connection with the Collateral or as the Creditor may reasonably consider necessary to give effect to this Security Agreement.

8. Dealings by the Creditor. The Creditor may from time to time grant extensions of time and other indulgences, accept compositions, grant releases and discharges and otherwise deal with the Debtor, account debtors of the Debtor, guarantors and others, and with the Collateral, as the Creditor considers appropriate without affecting the Debtor's obligations to the Creditor or the Creditor's rights hereunder.

9. Definitions. In this Security Agreement:

"Account", "Intangible", and "Proceeds" shall have the meanings given to such terms in the PPSA.

"Assigned Guarantees" shall mean (i) the Guarantee issued by HSBC Bank Canada to the Debtor on or about the date hereof in the original maximum amount of USD \$25,000,000, (ii) the Design and Build Contract Corporate Guarantee dated on or about the date hereof between Interhealth Canada Limited, as Guarantor, the Debtor, as Beneficiary, and Interhealth Canada Construction & Services (TCI) Limited, as Contractor, and (iii) the FM Contract Corporate Guarantee dated on or about the date hereof between Interhealth Canada Limited, as Guarantor, the Debtor, as Beneficiary, and Interhealth Canada Construction & Services (TCI) Limited, as Contractor, as the same may be amended, supplemented, restated, or extended from time to time, and shall also include all replacements and substitutions therefore.

"Books and Records" shall mean all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Debtor (or anyone on the Debtor's behalf) has access.

"Debenture" shall mean the Debenture dated on or about the date hereof issued by the Debtor in favour of the Creditor, as the same may be amended, supplemented, restated or replaced from time to time.

"Event of Default" has the meaning given to such term in the Debenture.

"PPSA" means the *Personal Property Security Act (Ontario)* and includes such legislation as amended from time to time and all regulations from time to time made thereunder.

“Secured Obligations” has the meaning given to such term in the Debenture.

“Security Trust Deed” means the security trust deed dated on or about the date of this Security Agreement made between, among others, the Debtor, the Creditor and the Finance Parties (as defined therein).

10. General.

(1) Attachment of Security Interests. The security interests created by this Security Agreement are intended to attach (a) to Collateral existing when the Debtor executes and delivers this Security Agreement, and (b) to Collateral subsequently acquired by the Debtor, immediately upon the Debtor acquiring any rights therein. The parties do not intend to postpone the attachment of any security interests hereby created.

(2) Copy of Security Agreement. The Debtor acknowledges receipt of a copy of this Security Agreement.

(3) Notice. Any notice to either the Debtor or the Creditor hereunder shall be in writing and shall be delivered in accordance with the Debenture.

(4) Amendments. This Security Agreement may not be amended except by an instrument in writing between the Creditor and the Debtor.

(5) Binding Effect. This Security Agreement shall enure to the benefit of and be binding upon the Creditor and the Debtor and their respective successors and assigns.

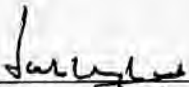
[signature on next following page]

IN WITNESS WHEREOF the Debtor has executed and delivered this Security Agreement in favour of the Creditor.

The Common Seal of **Interhealth Canada Infrastructure (TCI) Limited** was duly affixed to this Security Agreement in the presence of:



Director


Director / Secretary