



**ATTORNEY GENERAL'S CHAMBERS**

11 January 2007

Interhealth Canada Infrastructure (TCI) Limited  
Richmond House  
PO Box 127  
Leeward Highway  
Providenciales  
Turks & Caicos Islands  
British West Indies

Interhealth Canada Clinical Services (TCI) Limited  
Richmond House  
PO Box 127  
Leeward Highway  
Providenciales  
Turks & Caicos Islands  
British West Indies

FirstCaribbean International Bank (Bahamas) Limited  
Providenciales Branch  
PO Box 236  
Leeward Highway  
Providenciales  
Turks & Caicos Islands  
British West Indies

HSBC Infrastructure Fund Management Limited  
8 Canada Square  
London  
UK  
E14 5HQ

Dear Sirs

TCI Hospitals Project

1. I am the Attorney General of the Turks and Caicos Islands and the principal legal advisor to the Government.
2. In connection with this opinion, I have examined the following:

- 2.1 the Project Agreement to be entered into by the Crown in right of its Government in the Turks and Caicos Islands (“the Government”), Interhealth Canada Clinical Services (TCI) Limited and Interhealth Canada Infrastructure (TCI) Limited;
- 2.2 the Funders’ Direct Agreement to be entered into between the Government, FirstCaribbean International Bank (Bahamas) Limited, Interhealth Canada Infrastructure (TCI) Limited and Interhealth Canada Clinical Services (TCI) Limited;
- 2.3 the Ringfenced Services Support Deed to be entered into by the Government, Interhealth Canada Clinical Services (TCI) Limited, Interhealth Canada Limited and Interhealth Canada (TCI) Limited;
- 2.4 the Ringfenced Services Support Deed Corporate Guarantee to be entered into by the Government and Interhealth Canada Limited;
- 2.5 a Collateral Warranty in favour of the Government from Johnston International Limited;
- 2.6 a Collateral Warranty in favour of the Government from Devereux Architects Limited;
- 2.7 a Collateral Warranty in favour of the Government from Civil & Structural Engineering Limited;
- 2.8 a Collateral Warranty in favour of the Government from Rotary International Limited;
- 2.9 a Collateral Warranty in favour of the Government from Interhealth Canada Construction & Services (TCI) Limited in relation to its obligations under the Design & Build Subcontract;
- 2.10 a Collateral Warranty in favour of the Government from Interhealth Canada Construction & Services (TCI) Limited in relation to its obligations under the FM Subcontract;
- 2.11 the Independent Tester Appointment to be entered into between the Government, Interhealth Canada Infrastructure (TCI) Limited, Interhealth Canada Clinical Services (TCI) Limited, Interhealth Canada Construction & Services (TCI) Limited, FirstCaribbean International Bank (Bahamas) Limited and WYG Management Services Limited;
- 2.12 the Arbitration Agreement between the Government, Interhealth Canada Limited, Interhealth Canada Infrastructure (TCI) Limited, Interhealth Canada Clinical Services (TCI) Limited, Interhealth Canada Construction

& Services (TCI) Limited, Rotary International Limited, Civil & Structural Engineering Limited, Devereux Architects Limited, Interhealth Canada (TCI) Limited and Oxford Ventures Limited.

(the "Documents")

3. Having considered the Documents and having regard to the relevant laws of the Turks and Caicos Islands, I am pleased to advise that in my opinion:

- (1) The Government has full legal authority to execute and deliver the Documents and to undertake and perform the obligations expressed to be assumed by it therein, and the Government has taken all necessary action to approve and to authorize the same and such action will not conflict with, or result in a breach of the laws of the Turks and Caicos Islands.
- (2) The Documents have been properly executed by the Government and constitute legal, valid, binding and enforceable obligations of the Government, are in appropriate form to be admissible in evidence in the courts of the Turks and Caicos Islands and contain no provision, which is contrary to law or public policy in the Turks and Caicos Islands.

4. I have examined the Leases (as defined in Schedule 1 of the Project Agreement) and I am pleased to advise that in my opinion the Leases have been properly executed by Richard Tauwhare MVO, Governor of the Turks and Caicos Islands, pursuant to section 94 of the Constitution of the Turks and Caicos Islands and that the Government has the full legal authority to undertake and perform the obligations expressed to be assumed by it therein and has taken all necessary action to approve and authorise the same and such action will not conflict with, or result in a breach of the laws of the Turks and Caicos Islands. The Leases constitute legal, valid and binding, and enforceable obligations of the Government and are in appropriate form to be admissible in evidence in the Courts of the Turks and Caicos Islands.

5. In giving this opinion I have assumed the due authorisation, execution and delivery of each Document and the Leases by each party thereto (other than the Government) and no opinion is expressed as to the capacity of any party (other than the Government) to execute the Documents and the Leases.

6. I have expressed no opinion as to any agreement, instrument or other document other than as specified herein.

7. This opinion is given solely for the purposes of the execution of the Documents and the Leases and for the information of the persons to whom it is addressed, their transferees and assignees from time to time and their respective legal advisers, and may not be relied upon for any other purpose or by any other person.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Kurt DeFreitas'. The signature is written in a cursive style with a large, prominent 'K' and 'D'.

Kurt DeFreitas QC  
Attorney General of the Turks and Caicos Islands