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e-mail

11 January 2008

FirstCaribbean International Bank (Bahamas) Limited
as Arranger, Agent and Security Trustee, on behalf of
the Senior Finance Parties
Providenciales Branch
Leeward Highway
P.O. Box 236
Providenciales
Turks & Caicos Islands
British West Indies

and each such Senior Finance Party (as defined in the
Credit Agreement (as defined below))

Dear Sirs

**Interhealth Canada Infrastructure (TCI) Limited
Credit Agreement (as defined below)**

We refer to the agreement (the "**Credit Agreement**") dated 11 January 2008 amongst Interhealth Canada Infrastructure (TCI) Limited (the "**Borrower**"), Interhealth Canada Infrastructure Holdings (TCI) Limited ("**Holdco**") FirstCaribbean International Bank (Bahamas) Limited in its capacity as arranger (the "**Arranger**"), FirstCaribbean International Bank (Bahamas) Limited in its capacity as agent (the "**Agent**"), FirstCaribbean International Bank (Bahamas) Limited in its capacity as security trustee (the "**Security Trustee**"), FirstCaribbean International Bank (Bahamas) Limited in its capacity as account bank (the "**Account Bank**"), the financial institutions listed in part 1 of schedule 1 thereto, in either capacity as original project term lenders (the "**Original Project Term Lenders**") and the financial institutions listed in part 2 of schedule 1 thereto, in their capacity as original MES term lenders (the "**Original MES Term Lenders**") and HSBC Bank (Panama) S.A. and HSBC Bank PLC (the "**Original Equity Bridge Lenders**") (the Original Project Term Lenders, the Original MES Term Lenders and the Original Equity Bridge Lenders, collectively the "**Lenders**"). We give this opinion on the basis and subject to the assumptions and qualifications set out below.

1 Basis of opinion

1.1 Our role

We have acted as English legal advisers to the Borrower in relation to the drafting and negotiation of the Transaction Documents defined below.

1.2 Limitations

1.2.1 This opinion is given exclusively to the stated addressee(s) only. Our client has been the Borrower and we have not taken instructions from any other person. This opinion may not be relied upon by any direct or indirect assignee from or successor of an original Lender to any greater extent than it could have been by the original Lender itself.

to
page

Each Senior Finance Party
2

- 1.2.2 This opinion is confined to and given on the basis of the laws of England in force at the date hereof as currently applied by the courts of England. We express no opinion as to the laws of any other jurisdiction or the effect thereof, nor as to any documents other than the Transaction Documents mentioned below. We have no duty to update this opinion.
- 1.2.3 This opinion is confined strictly to (a) the matters stated herein and the specific transaction to which the Transaction Documents refer, and as described in the Transaction Documents, and is not to be read as extending, by implication or otherwise, to any other matter, and (b) the documents and searches listed below.
- 1.2.4 The giving of this opinion does not constitute advice, nor does it evidence any duty to advise any addressee, and by accepting it each addressee acknowledges the absence of any such duty.

1.3 *Transaction documents examined*

For the purpose of giving this opinion, we have examined only the following documents (together, the "**Transaction Documents**"):

- (i) a copy of the Subscription Agreement as executed by the Borrower, Holdco, HSBC Infrastructure Fund Management Limited and Interhealth Canada Global Facilities Limited and FirstCaribbean International Bank (Bahamas) Limited (collectively, but excluding FirstCaribbean International Bank (Bahamas) Limited for the purposes of this opinion, the "**Companies**") and dated January 2008 (the "**Subscription Agreement**");
- (ii) a copy of an instrument by deed poll constituting subordinated secured loan stock as executed by the Borrower and dated i) January 2008 (the "**Intra Co Loan Stock**"); and
- (iii) a copy of an instrument by deed poll constituting secured mezzanine loan stock as executed by the Borrower and dated ii) January 2008 (the "**Mezzanine Loan Stock**").

2 **Assumptions**

For the purpose of giving this opinion we have made the following assumptions, without any responsibility on our part if any assumption proves to have been untrue as we have not verified independently any assumption.

2.1 *Accuracy of documents*

We have assumed the continuing completeness and accuracy of any original or copy documents or records which we have examined.

2.2 *Signatures*

We have assumed the genuineness of the signatures on all original or copy documents.

to Each Senior Finance Party
page 3

2.3 *Accuracy of representations*

We have assumed the accuracy of any representations (other than representations solely as to matters of law which are specifically addressed in this opinion) or recitals made in any of the Transaction Documents and other documents examined by us for the purposes of this opinion.

2.4 *No superseding arrangements*

We have assumed that there are no arrangements of agreements which modify or supersede any of the Transaction Documents.

2.5 *No escrow arrangements*

We have assumed that all the Transaction Documents have been unconditionally delivered and are not subject to any escrow or similar arrangements.

2.6 *Foreign laws*

2.6.1 We have assumed that the Transaction Documents are legal, valid, binding and enforceable in accordance with their terms under their governing law, if that is not English law.

2.6.2 We have assumed that none of the opinions below would be affected by the laws (including the public policy) of any jurisdiction outside England.

2.7 *Non-conflict, mistake, fraud etc.*

2.7.1 We have assumed that there has not been any misrepresentation, mistake, fraud, duress, undue influence or illegality which may affect any of the Transaction Documents.

2.7.2 We have assumed that no part of the transaction to which the Transaction Documents relates would contravene section 151 Companies Act 1985.

2.7.3 We have assumed that neither Company is precluded by any agreement to which it is a party from entering into or performing its obligations under any of the Transaction Documents.

3 **Opinions**

On the basis and subject to the assumptions and qualifications set out above and below, we are of the following opinions.

3.1 *Legal valid and binding obligations*

The obligations expressed to be assumed by each of the Companies under the Transaction Documents (other than FirstCaribbean International Bank (Bahamas) Limited) constitute valid, legal and binding obligations enforceable against it in accordance with their terms.

to Each Senior Finance Party
page 4

3.2 *Choice of English law*

In any proceedings taken in England for the enforcement of any Transaction Documents expressed to be governed by English Law, the choice of English law as the governing law will be recognised and applied subject to narrow exceptions related to the avoidance of mandatory provisions of foreign law.

3.3 *Filings, registrations, stamp taxes etc.*

3.3.1 It is not necessary in order to ensure the legality, validity, enforceability, or admissibility in evidence of the Transaction Documents that they be filed, recorded, registered or enrolled with any court or authority in England other than any such required at the court necessary for the admissibility in court of the Transaction Documents.

3.3.2 It is not necessary in order to ensure the legality, validity, enforceability, or admissibility in evidence of the Transaction Documents that:

- (i) any stamp duty, stamp duty land tax, registration or similar tax be paid on or in relation to the same; or
- (ii) that any authorisations, approvals, consents, licences, exemptions, notarisations or other general requirements of governmental, judicial or public bodies are obtained by the Borrower, in connection with the performance, validity or enforceability of any terms of the Transaction Documents,

save as mentioned in this opinion letter.

4 **Qualifications**

The foregoing opinion is subject to the following qualifications.

4.1 *Insolvency and laws affecting creditor's rights*

The obligations of the Companies (including FirstCaribbean International Bank (Bahamas) Limited) under the Transaction Documents will be subject to any applicable bankruptcy, liquidation, insolvency, administration, reorganisation, moratoria and other laws relating to or affecting the enforcement of creditors' rights.

4.2 *Discretions*

Where any party to the Transaction Documents is vested with a discretion or may determine a matter in its opinion, then English law may require that such discretion is exercised objectively and reasonably or that such opinion is based upon reasonable and objective grounds.

4.3 *Conclusivity clauses*

Any provisions in the Transaction Documents providing that any determination, calculation or certification will be conclusive or binding may not be effective if the determination, calculation or certification is made or given unreasonably, fraudulently,

to Each Senior Finance Party
page 5

incorrectly, arbitrarily or without good faith and will not necessarily prevent judicial inquiry into the merits of any claims by any party thereto.

4.4 *Implication of contract terms*

As a general proposition, English courts will not imply terms into detailed documents which have been carefully negotiated.

4.5 *Uncertain contract terms*

Obligations to act in good faith, agreements to agree (but not necessarily obligations to enter into negotiations) and similar provisions may not be enforceable or may not be given substantive effect if their meaning is viewed as too uncertain.

4.6 *Frustration of contracts*

The enforcement of the rights and obligations of the parties to the Transaction Documents may be limited by the provisions of English law applicable to contracts held to have been frustrated by events happening after their execution, although the courts have tended to keep the doctrine of frustration within narrow limits.

4.7 *Equitable remedies, public policy and enforceability*

4.7.1 We express no opinion as to whether specific performance or injunctive relief, being equitable remedies, would be available in respect of any of the obligations of the Companies (including FirstCaribbean International Bank (Bahamas) Limited). The term "enforceable" as used in this opinion in relation to any obligations means that the obligations are of the type which English courts may enforce. This opinion is not to be taken to imply that any obligation would necessarily be capable of enforcement in all circumstances in accordance with its terms.

4.7.2 This opinion is subject to applicable principles of English public policy.

4.8 *Application of Foreign Law*

4.8.1 Where an obligation under any of the Transaction Documents is to be performed or observed, or is based upon a matter arising, in a country or jurisdiction outside England, such obligation may not be enforced under English law if it would be unlawful, unenforceable or contrary to public policy or exchange control regulations under the laws of that country or jurisdiction. An English court may take into account the law of the place of performance in relation to the manner of performance and the steps to be taken in the event of defective performance.

4.8.2 It is uncertain whether the parties can agree in advance the governing laws of claims connected with the Transaction Documents but which are not claims on the Transaction Documents, such as a claim in tort.

4.9 *Penalties*

Any provisions in the Transaction Documents for penalties, compensation, additional interest and the like, if and to the extent that they are not genuine pre-estimates of the

to Each Senior Finance Party
page 6

Lenders' losses, might be held to be unenforceable on the grounds that they are penalties.

4.10 *Indemnities and exclusion clauses*

4.10.1 An English court may refuse to give effect to any of the undertakings to pay costs under the Transaction Documents and an English court may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before the court.

4.10.2 An undertaking by any party (who would not otherwise be liable to pay the same) to the Transaction Documents to bear any indemnity in respect of any taxes or duties might not be enforceable in respect of UK stamp duties, by virtue of Section 117 of the Stamp Act 1891, if such were imposed in the future.

4.10.3 The effectiveness of terms exculpating or limiting a party from liabilities or duties otherwise owed by law or limiting the remedies available is limited by law.

4.11 *Amendments*

Any provisions in the Transaction Documents providing that the terms thereof can only be amended or varied or provisions thereof waived by an instrument in writing may not be effective.

4.12 *Enforcement by third parties*

We express no opinion as to any purported obligation under the Transaction Documents in favour of any person who is not a party to the document in question.

4.13 *Transferability*

We express no opinion as to whether any right, obligation or interest in, under or arising in connection with the Transaction Documents is capable of assignment, transfer or novation, or as to the validity of any assignment, transfer or novation or any right, obligation or interest purported to be effected under or pursuant to any of the Transaction Documents, or as to the consequences of any purported assignment, transfer or novation or any right, obligation or interest under or pursuant to the Transaction Documents.

4.14 *Limitation and other defences*

Claims may become barred under the Limitation Acts or may be or become subject to defences of set-off or counterclaim.

4.15 *Judgments superseding contracts*

It is possible that an English court would hold that a judgment on a Transaction Document, whether obtained in an English court or elsewhere, would supersede such Transaction Document to all intents and purposes so that the obligations set forth in that Transaction Document (even if stated to survive such judgment) would not be held to survive such judgment.

to Each Senior Finance Party
page 7

4.16 *Particular circumstances*

We have not considered the particular circumstances of any party to the Transaction Documents (save to the extent stated in this opinion) or the effect of such particular circumstances on those documents or the transactions contemplated thereby.

4.17 *Exclusions*

4.17.1 We give no opinion as to:

- (a) matters of fact;
- (b) save as expressly mentioned in this letter, any liability to any form of taxation;
- (c) the commercial desirability or reasonableness of any of the terms of the Transaction Documents;
- (d) the mathematical workings or appropriateness of any formulae or adjustment mechanisms in the Transaction Documents;
- (e) the effect of the Human Rights Act 1998 or the interpretation of that Act;
- (f) any provision in the Transaction Documents purporting to waive a *forum non conveniens* defence or other similar right;
- (g) any waiver by any party of its rights to immunity from legal proceedings in respect of obligations under any of the Transaction Documents would be effective or enforceable;
- (h) opinion as to any taxation or accounting matters;
- (i) the nature or efficacy of any commercial or tax structuring or risk allocation under the Transaction Documents or whether any of the same accord with the parties' understanding thereof or any party providing finance to any of the parties to the Transaction Documents; or
- (j) the performance or capability of performance of obligations under the Transaction Documents by any of the parties thereto or at all.

4.17.2 We do not accept liability for any opinions in this letter relating to matters where the addressee has, on or before the date on which it relied on this opinion, taken advice from its own advisers.

5 **Disclosure**

This opinion shall not be disclosed to any third party or relied upon for any other purpose without our prior written consent. It may not be circulated, relied upon, used, filed with any authority or referred to in any manner without our express prior written consent.

to Each Senior Finance Party
page 8

6 **Governing Law**

This Opinion is given on the basis that it is governed by and is to be construed in accordance with English Law and that the courts of England shall have exclusive jurisdiction in respect of any relevant proceedings.

Yours faithfully



Berwin Leighton Paisner LLP
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