

MISICK & STANBROOK

BARRISTERS AND ATTORNEYS

January 11, 2008

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

RE: Financing of Hospitals Project in the Turks and Caicos Islands

Ladies and Gentlemen:

INTRODUCTION

We have acted as Turks and Caicos Islands ("TCI") counsel to:

1. Interhealth Canada Infrastructure (TCI) Limited ("Borrower");
2. Interhealth Canada Infrastructure Holdings (TCI) Limited;
3. Interhealth Canada Construction & Services (TCI) Limited;
4. Interhealth Canada Clinical Services (TCI) Limited ("Clinco"); and
5. Interhealth Canada (TCI) Limited

(together the "Opinion Parties"), Interhealth Canada Global Facilities Limited ("Global Facilities") and Interhealth Canada Limited ("ICL") in connection with:

(a) A Project Agreement dated January 11, 2008 among TCIG (as defined therein), the Borrower and Clinco ("the Project Agreement") for the design, construction, equipping and operation of two hospitals one on Grand Turk and one on Providenciales (the "Project");

(b) The financing of the Project pursuant to a credit agreement dated January 11, 2008 made between, among others, FirstCaribbean International Bank (Bahamas) Limited in its capacity as the Arranger, the Agent and Security Trustee and the Borrower (the "Credit Agreement").

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This opinion is given solely in relation to TCI Law in connection with the documents listed in Schedule I attached hereto (the "Opinion Documents").

DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement and/or Schedule I to the Project Agreement as the case may be.

For the purposes of this opinion the following expressions shall have the meanings and/or interpretations assigned below:

"English Law Documents" means each of the Transaction Documents that are governed by the laws of England and Wales.

"Global Facilities Documents" means each of the Transaction Documents to which Global Facilities is a party.

"ICL Documents" means each of the TCI Documents to which ICL is a party.

"JIL" means Johnston International Limited, a company incorporated under the laws of the Turks and Caicos Islands.

"JIL Documents" means each of the Transaction Documents to which JIL is a party.

"Ontario Law Documents" means each of the Transaction Documents that are governed by the laws of Ontario.

"Oxford Ventures" means Oxford Ventures Limited, a company incorporated under the laws of the British Virgin Islands.

"Oxford Ventures Documents" means such of the Transaction Documents to which Oxford Ventures is a party.

"RIL" means Rotary (International) Limited a company incorporated under the laws of Northern Ireland.

"RIL Documents" means such of the Transaction Documents to which RIL is a party.

"TCI Documents" means each of the Transaction Documents that are governed by TCI Law.

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“TCI Law” means the law of the TCI including any relevant statute, ordinance, regulation or decree of the TCI (or English statute applied by Order in Council) and any applicable rule of English common law applicable in the TCI.

DOCUMENTS REVIEWED

In connection with this opinion, we have examined the Opinion Documents.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such of the documents, records and certificates of public officials and of officers of the Opinion Parties, have carried out such public searches and have made such investigations of law, as we deem appropriate for purposes of this opinion including :

(a) searches at the Companies’ Registry in relation to the Opinion Parties dated December 20th, 2007 and JIL dated December 20th 2007; and

(b) searches of the Cause Book kept at the Supreme Court Office in relation to the Opinion Parties, ICL and Global Facilities on December 19, 2007.

ASSUMPTION AND QUALIFICATIONS

In giving our opinion, we have assumed, to the extent relevant to this opinion, (i) the due authorization, execution and delivery of each Opinion Document by each party thereto (other than the Opinion Parties and JIL) and (ii) the validity and binding nature of each Opinion Document (other than the TCI Documents) on each party thereto (other than the Opinion Parties, JIL, Oxford Ventures, Global Facilities, RIL and ICL). We have also relied on the assumptions set out in Part One of Schedule II. No facts have been disclosed to us (nor have we otherwise become aware of any facts) that cause us to believe that any of such assumptions are untrue in any material respect. This opinion is also subject to the qualifications set out in Part Two of Schedule II.

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OPINION

Based on the foregoing and subject to the assumptions and qualifications referred to above, we are of the opinion that:

Capacity of the Opinion Parties

1. Each of the Opinion Parties (a) has been duly established and validly exists as a company under the laws of TCI and (b) has the corporate power to execute, deliver and perform its respective obligations under the Opinion Documents.

2. No steps have been taken or are being taken to appoint a liquidator over or to wind up the Opinion Parties or to appoint any receiver, administrator or sequestrator over the property, assets and revenues of the Opinion Parties.

Authorisation of the Opinion Documents

3. Each of the Opinion Parties has taken all necessary corporate and other action to authorize the execution and delivery of such Opinion Documents to which the Opinion Parties are a party and the performance of the transactions contemplated thereby.

Execution of the Opinion Documents

4. Each of the Opinion Documents to which the Opinion Parties is a party has been duly executed and delivered by the Opinion Parties under the TCI law.

Legal Validity and Enforceability of the Opinion Documents

5. Each of the TCI Documents to which the Opinion Parties are party constitute valid and legally binding obligations of the Opinion Parties, enforceable under TCI Law against the Opinion Parties in accordance with their respective terms.

6. Each TCI Document is in acceptable legal form for the enforcement thereof in the TCI.

No Conflict

7. The execution and delivery by the Opinion Parties of each Opinion Document to which the Opinion Parties are party, the granting of

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the security interests to be granted pursuant to the relevant Security Documents, the performance by the Opinion Parties of their respective obligations under the Opinion Documents and the consummation of the transactions contemplated thereby will not contravene or result in any violation of the provisions of the constitutional documents of the Opinion Parties, or any TCI Law or, any judgment, order or decree of any TCI court or governmental or regulatory authority, arbitral body or agency ("Governmental Authority") having jurisdiction over or otherwise applicable to such Opinion Parties or any of their respective properties, revenues or assets.

Registration

8. Subject to the registration of the Leases and Collateral Charge at the Land Registry, no other filing, recording, authorization, registration, notarization, qualification or other action of or with any Governmental Authority is required in order for the TCI Documents to be held valid and legally binding by any TCI courts and enforceable against the Opinion Parties, ICL, RIL, JIL and Global Facilities.

Security Documents

9. Each of the Security Documents governed by TCI Law constitutes and creates a valid first security interest over the assets expressed to be charged by such Security Documents.

Realisation of Security

10. Realisation on any collateral under any Security Documents will not preclude the Senior Finance Parties from proceeding against any other collateral or under any other security document, nor does TCI Law require the Senior Finance Parties to proceed in any particular order in respect of Security Documents.

Approvals and Consents

11. No consent, approval, authorization, license or order of qualification or other approval from any Governmental Authority in the TCI is required in connection with the execution, delivery or performance or the consummation of the transactions contemplated by any of the Opinion Documents, other than those that are listed on Schedule III to this Opinion.

Pending Proceedings

12. There are (a) no action, suit or proceeding before or by any court, arbitrator or Governmental Authority, now pending, or threatened in the TCI to which any of the Opinion Parties, ICL or Global Facilities is a party or to which any of the respective property, revenues or assets of the Opinion Parties are subject, and (b) no injunction, restraining order or freezing order or receivership

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order or similar order by any TCI court has been issued against the Opinion Parties or their respective property, revenue or assets (or any of the transactions contemplated by the Opinion Documents).

Immunity from Suit

13. Each of the Opinion Parties is subject to civil and commercial law with respect to its respective obligations under the Opinion Documents to which it is a party. The execution, delivery and performance by the Opinion Parties of the Opinion Documents to which they are a party, constitute private and commercial acts rather than public or governmental acts. Neither the Opinion Parties nor any of their respective properties, revenues or assets have any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, set off, attachment in aid of execution, execution or otherwise).

Further payments

14. Subject to the payment of stamp duty on the Borrower Debenture and a registration fee on the registration of the Collateral Charge, no fees, taxes or other charges, including, without limitation, intangible, documentary, stamp, mortgage, transfer recording, or registration taxes or similar charges are payable in the TCI on account of the execution, delivery, performance, recording, and/or registration of any Opinion Document including the Construction Contractor Deed of Charge.

15. There is no foreign exchange control approval, registration, filing, or other approval from a Governmental Authority in TCI that is required for the availability of Dollars to enable the Opinion Parties to perform all of their obligations under the Opinion Documents.

Choice of Law

16. The choice of TCI Law to govern the TCI Documents will be recognised and enforced by the courts of the TCI as valid choice of law. The choice of English law to govern the English Law Documents will be recognised and enforceable by the courts of the TCI as a valid choice of law. The choice of Ontario law to govern the Ontario Law Documents will be recognized by the courts of the TCI and enforced by the courts of the TCI as valid choice law.

Legal Enforceability of ICL Documents

17. The ICL Documents constitute valid, legally binding obligations of ICL and are enforceable against ICL under TCI Law.

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Legal Enforceability of Ontario Law Documents

18 Subject to the Ontario Law Documents being in a proper legal form under the laws of Ontario (by which they are expressed to be governed) and the obligations of the relevant Opinion Parties and ICL thereunder constituting valid and legally binding obligations under the laws of Ontario, then the obligations of the relevant Opinion Parties and ICL contained in the Ontario Law Documents will constitute valid and legally binding obligations of the relevant Opinion Parties and ICL enforceable against the relevant Opinion Parties and ICL under TCI law.

Legal Enforceability of English Law Documents

19 Subject to the English Law Documents being in a proper legal form under the laws of England and Wales (by which they are expressed to be governed) and the obligations of the relevant Opinion Parties, Global Facilities and ICL thereunder constituting valid and legally binding obligations under the laws of England and Wales, then the obligations of the relevant Opinion Parties, Global Facilities and ICL contained in the English Law Documents will constitute valid and legally binding obligations of the relevant Opinion Parties, Global Facilities and ICL enforceable against the relevant Opinion Parties, Global Facilities and ICL under TCI law.

Legal Enforceability of the JIL Documents

20. JIL has the corporate capacity and authority to enter into the JIL Documents.

21. JIL has taken the necessary corporate and other actions to authorize the execution and delivery by JIL of the JIL Documents and to perform its obligations there under.

22. Each of the JIL Documents has been duly executed and delivered by the JIL under TCI Law.

23. The JIL Documents constitute valid, legally binding obligations of JIL and are enforceable against JIL under TCI Law.

Legal Enforceability of Oxford Ventures Documents

24. The Oxford Ventures Documents constitute valid, legally binding obligations of Oxford Ventures and are enforceable against Oxford Ventures under TCI Law.

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Legal Enforceability of the Global Facilities Documents

25. The Global Facilities Documents constitute valid, legally binding obligations of Global Facilities and are enforceable against Global Facilities under TCI Law.
26. The RIL Documents constitute valid, legally binding obligations of RIL and are enforceable against RIL under TCI Law.

RELIANCE ON THIS OPINION

No one other than FirstCaribbean International Bank (Bahamas) Limited as Arranger, Agent and Security Trustee (on behalf of the Senior Finance Parties and each such Senior Finance Party from time to time) or their respective successors, transferees, participants and permitted assignees shall be entitled to use or rely on this opinion. This opinion may not be published or communicated to any other person other than any potential successor, transferee or assignee of a Senior Finance Party or their advisers, without our prior written approval in each instance.

Yours sincerely,



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SCHEDULE I: Opinion Documents

A. Project Documents

1. Project Agreement;
2. the Construction Contract;
3. the Construction Contractor Guarantee;
4. the Construction Contractor Sub-Contract Guarantee;
5. the Construction Sub-Contract;
6. the Construction Sub-Contractor Guarantee;
7. the Construction Performance Guarantee Bond;
8. the Construction Sub-Contract Advance Payment Bond;
9. the Construction Sub-Contract Performance Bond;
10. the Construction Sub-Contract Retention Bond;
11. the Co-operation Agreement;
12. the Design Contract;
13. the FM Contract;
14. the FM Services Provider Guarantee;
15. the Lease;
16. the Independent Tester's Appointment;
17. the Management Services Agreement;
18. the Insurances;
19. each Assigned Collateral Warranty;
20. the Windstorm Side Letter;
21. the Arbitration Agreement;
22. the Advance Payment Bond Insurance Contract;

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B. Senior Finance Documents

1. the Credit Agreement;
2. the Hedging Agreement(s);
3. the Security Documents;
4. the Intercreditor Deed;
5. the Fees Letters;
6. the Subscription Agreement;

C. Subordinated Loan Documents

1. the Subscription Agreement;
2. the Borrower Loan Stock Instrument (i.e. the deed poll);
3. the Mezzanine Loan Stock Instrument;
4. the Shareholders' Agreement;

D. Other documents

1. Parent company guarantee between Interhealth Canada Construction & Services (TCI) Limited and Rotary (International) Limited;
2. Advance payment bond between Rotary (International) Limited, Interhealth Canada Construction & Services (TCI) Limited and Ulster Bank Limited;
3. M&E contract between Johnston International Limited and Rotary (International) Limited;
4. Parent company guarantee between ICL and Johnston International Limited;
5. Parent company guarantee between Rotary Limited and Johnston International Limited;
6. Direct agreement between Rotary (International) Limited, Johnston International Limited and Interhealth Canada Construction & Services (TCI) Limited;

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7. Power of Attorney by Interhealth Canada Construction & Services (TCI) Limited in relation to HSBC Guarantee Bond;
9. Power of Attorney by Interhealth Canada Construction & Services (TCI) Limited in relation to the Advanced Payment Bond procured by JIL and issued by The Belize Bank (Turks and Caicos) Limited; and
10. Power of Attorney by Interhealth Canada Construction & Services (TCI) Limited in relation to the Advance Payment Bond procured by Rotary (International) Limited and issued by Ulster Bank Limited;
11. Power of Attorney by Interhealth Canada Infrastructure (TCI) Limited in relation to the HSBC Guarantee Bond;
12. Bond Value Reduction Memorandum amongst FirstCaribbean International Bank (Bahamas) Limited, Johnston International Limited, Rotary (International) Limited, Interhealth Canada Construction & Services (TCI) Limited and Interhealth Canada Infrastructure (TCI) Limited;
13. JIL Advance Payment Bond from Belize Bank between Johnston International Limited and The Belize Bank (Turks and Caicos) Limited and Interhealth Canada Construction & Services (TCI) Limited;
14. Subcontract between Johnston International Limited and Rotary (International) Limited.

E. Corporate documents

1. Memorandum and Articles of Association for Interhealth Canada Infrastructure (TCI) Limited;
2. Memorandum and Articles of Association for Interhealth Canada Clinical Services (TCI) Limited;
3. Memorandum and Articles of Association for Interhealth Canada Infrastructure Holdings (TCI) Limited;
4. Memorandum and Articles of Association for Interhealth Canada Construction & Services (TCI) Limited;
5. Memorandum and Articles of Association for Interhealth Canada (TCI) Limited;

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6. Registers of Members, Directors and Officers for Interhealth Canada Infrastructure (TCI) Limited;
7. Registers of Members, Directors and Officers for Interhealth Canada Clinical Services (TCI) Limited;
8. Registers of Members, Directors and Officers for Interhealth Canada Construction & Services (TCI) Limited ;
9. Registers of Members, Directors and Officers for Interhealth Canada Infrastructure Holdings (TCI) Limited;
10. Registers of Members, Directors and Officers for Interhealth Canada (TCI) Limited;
11. Registers of Charges and Debentures for Interhealth Canada Infrastructure (TCI) Limited;
12. Register of Charges and Debentures for Interhealth Canada Infrastructure Holdings (TCI) Limited;
13. Register of Charges and Debentures for Interhealth Canada Construction & Services (TCI) Limited;
14. Register of Charges and Debentures for Interhealth Canada Clinical Services (TCI) Limited;
15. Register of Charges and Debentures of Interhealth Canada (TCI) Limited;
16. Resolutions of the Board of Directors of Interhealth Canada Infrastructure (TCI) Limited dated 19 December 2007;
17. Resolutions of the Board of Directors of Interhealth Canada Clinical Services (TCI) Limited dated 19 December 2007;
18. Resolutions of the Board of Directors of Interhealth Canada Infrastructure Holdings (TCI) Limited dated 19 December 2007;
19. Resolutions of the Board of Directors of Interhealth Canada Construction & Services (TCI) Limited dated 19 December 2007;
20. Resolutions of the Board of Directors of Interhealth Canada (TCI) Limited dated 19 December 2007;
21. Memorandum and Articles of Association of JIL;

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22. Resolution of the directors of JIL dated December 13th, 2007;
and

23. Register of Directors and Officers for JIL.

F. Licences and Consents

1. Development Permissions for Application No. GT377 in respect of parcels 10204/53, 73 and 74 (now parcel 10204/228 & 229);
2. Development Permissions for Application No. PR8644 in respect of parcels 60706/26PT, 29PT, 38-40, 44-49, 56-61 (now parcel 60706/89);
3. Building Permit granted pursuant to Application No. GT377 for parcels 10204/53, 73 and 74 (now parcel 10204/228 & 229);
4. Building Permit granted pursuant to Application No. PR8664 for parcels 60706/26PT, 29PT, 38-40, 44-49, 56-61 (now parcel 60706/89); and
5. Contractors Licence for large contractors Nos. 11699 & 11689 issued to InfraCo and C & S Co respectively.

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SCHEDULE II: ASSUMPTIONS AND QUALIFICATIONS

PART ONE – ASSUMPTIONS

The opinions hereinbefore given are based upon the following assumptions:

1. No disposition or encumbrance of assets contemplated by the Opinion Documents is made willfully to defeat an obligation owed to an existing creditor and or at an undervalue.
2. The Opinion Parties was (or will be) on the date of execution of the Opinion Document able to pay their debts as they became due and that any disposition, encumbrance or settlement of assets effected by the Opinion Documents is made in good faith and for valuable consideration.
3. The Opinion Parties will not have had prior notice actual or constructive, of any interest of a third party in any assets of the Opinion Parties referred to in the Security Documents other than such interest, if any, that such third parties have expressly subordinated to the rights of Senior Finance Parties;
4. In relation to any documents referred to in this opinion, all original documents are authentic, all signatures and seals are genuine, all documents purporting to be sealed (other than by Opinion Parties and JIL) have been so sealed and all copies conform to their originals.
5. Neither the Opinion Parties nor the Senior Finance Parties, are persons the subject of or with whom there is any proscription on dealings pursuant to any United Nations sanctions currently having legal force in the TCI.
6. We have also assumed:
 - (a) the accuracy and completeness of all corporate minutes, resolutions and records that we have seen;
 - (b) the accuracy of any and all representations of fact expressed in or implied by the documents we have examined;
 - (c) that the obligations of all relevant parties to the Opinion Documents (other than those of the Opinion Parties, JIL,

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Oxford Ventures, Global Facilities, RIL and ICL) are legal, valid, binding and enforceable in accordance with their terms;

- (d) that each of the Opinion Documents were properly executed by the relevant parties (other than the Opinion Parties and JIL);
 - (e) that no director of the Opinion Parties or JIL has a financial interest in or other relationship to the Senior Finance Parties or if an interest does exist, that shareholder approval or ratification has been or will be obtained;
 - (f) that the directors' resolutions and any shareholders' resolution of the Opinion Parties and JIL remain in full force and effect; and
 - (g) that all information regarding the Opinion Parties and JIL given to us by the directors and officers of such entity by the local corporate agents of such entity and by the TCI Companies Registry are true, correct, complete and without material omissions.
7. In relation to Oxford Ventures, Global Facilities and ICL that each of them validly exist under the laws of their respective places of incorporation, that each has the capacity and authority to enter into each of the Opinion Documents to which each is a party.

PART TWO - QUALIFICATIONS

The opinions hereinbefore given are subject to the following qualifications:

1. Rights and obligations may be limited by bankruptcy, insolvency, liquidation, arrangement and other similar laws of the TCI of general application affecting the rights of creditors.
2. Claims under the Opinion Documents may become barred under the laws relating to limitation of actions in the TCI or may be or become subject to defenses of set-off or counterclaim.
3. Equitable remedies such as injunctions and orders for specific performance are discretionary and will not normally be available where damages are considered an adequate remedy.

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4. Where obligations are to be performed in a jurisdiction outside the TCI they may not be enforceable under the laws of the TCI to the extent that such performance would be contrary to public policy under the laws of the TCI.
5. The courts in the TCI will determine in their discretion whether or not an illegal or unenforceable provision may be severed.
6. The courts of the TCI may refuse to give effect to a provision in respect of the cost of unsuccessful litigation brought before those courts or where the courts themselves have made an order for costs.
7. We shall not be deemed responsible for, nor shall we accept any liability in respect of, any error in the assumptions made by us in preparing this opinion.

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SCHEDULE III

1. The necessary Business Licenses under the Business Licensing Ordinance CAP 130 for the respective Opinion Parties. The Borrower and the Construction Contractor require and have obtained business licences in category 11 (Contractor – Large) under the Business Licensing Ordinance CAP 130. Clinco and ICL will require business licences under category 32 (Medical Services) under the Business Licensing Ordinance in order for operation of the Project to commence.
2. Planning Permission under the Physical Planning Ordinance CAP 73 for the Sites.
3. Work Permits under the Immigration Ordinance CAP 51 for the employment of non-belonger employees by the respective Opinion Parties and the Subcontractors.
4. Licensing of the respective Opinion Parties and Health Practitioners under the Health Practitioners Ordinance CAP 64. Clinco and ICL as private medical establishments will be required to be licensed under the Health Practitioners Ordinance CAP 64.
5. Licence under the Mineral (Exploitation & Exploitation) Ordinance Cap. If and when any earth, sand or other material excavated from the Sites are used in the construction of the Works.

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