

Chancery Chambers

ATTORNEYS-AT-LAW

CHANCERY HOUSE, HIGH STREET
BRIDGETOWN, BARBADOS
WEST INDIES

TREVOR A. CARMICHAEL, B.Sc., (Econ.), M.A., Ph.D., Q.C.

of the Middle Temple, Barrister-at-Law

ANDREW C. FERREIRA, LL.B., (Hons.)

Associate

JACQUELINE R. CHACKO, B.A. (Hons.), LL.B., (Hons.)

Associate

CLAIRE A. LEWIS, LL.B., (Hons.), LL.M.

Associate

RUAN C. MARTINEZ, B.B.A., LL.B., (Hons.)

Associate

SHARON C.I. CARTER, LL.B., (Hons.), L.E.C., LL.M.

Associate

BRYAN A.R. VOLNEY

Solicitor and Attorney-at-Law

TELEPHONE: (246) 431-0070

TELECOPIER: (246) 431-0076

January 11, 2008

Matter No: 5070377

FirstCaribbean International Bank (Bahamas) Limited as Agent, Arranger and Security Trustee on behalf of the Senior Finance Parties and each such Senior Finance Party (each such term wherever used in this opinion as defined in the credit agreement between, inter alios, Interhealth Canada Infrastructure (TCI) Limited and the Agent, Arranger and Security Trusteedated of even date herewith) (the "Credit Agreement")

Providenciales Branch,
PO Box 236, Leeward Highway,
Providenciales,
Turks and Caicos Islands,
British West Indies

Dear Sirs,

Re: (A) Subscription agreement entered into between Interhealth Canada Global Facilities Limited; HSBC Infrastructure Fund Management Limited; Interhealth Canada Infrastructure (TCI) Limited; Interhealth Canada Infrastructure Holdings (TCI) Limited; and FirstCaribbean International Bank (Bahamas) Limited as Security Trustee (the "Subscription Agreement"); and

(B) Intercreditor deed entered into between among others, Interhealth Canada (TCI) Limited; Interhealth Canada Infrastructure Holdings (TCI) Limited; FirstCaribbean International Bank (Bahamas) Limited as Agent, Arranger and Security Trustee; Interhealth Canada Global Facilities Limited; HSBC Infrastructure Fund Management Limited and Interhealth Canada Limited (the "Intercreditor Deed"); and

January 11, 2008.

Page 32
Matter No: 5070377

(C) Shareholders agreement entered into between Interhealth Canada Global Facilities Limited; HSBC Infrastructure Fund Management Limited; Interhealth Canada Infrastructure (TCI) Limited; and, Interhealth Canada Infrastructure Holdings (TCI) Limited (the "Shareholders' Agreement")

(collectively, the "Transaction Agreements")

We have acted as local counsel to Interhealth Canada Global Facilities Limited (the "Company") in connection with the Transaction Agreements.

In connection with the foregoing, we have examined originals or copies, certified or otherwise identified to our satisfaction the following documents, and relied on those documents set out in paragraphs (d) to (h) inclusive below

- (a) the Subscription Agreement;
- (b) the Intercreditor Deed;
- (c) the Shareholders' Agreement;
- (d) a Certificate of Good Standing dated the 10th of January, 2008, with respect to the Company issued by the Deputy Registrar;
- (e) the Certificate and Articles of Incorporation of the Company (the "Corporate Instruments");
- (f) the By-laws of the Company;
- (g) the International Business licence and the annual renewals for the years 2007 and 2008 issued to the Company (the "Licence");
- (h) the resolution of the Board of Directors of the Company authorising its entry into the Transaction Agreements.

We have also considered such questions of law and have examined such statutes and regulations, records, certificates and other documents and have made such other investigations, inquiries, searches or examinations as we have considered necessary for the purpose of our opinions expressed herein.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as notarial, true, certified, conformed, photostatic or telecopied copies thereof; and the completeness and accuracy of all facts set forth in official public records and certificates and other documents issued by public officials.

January 11, 2008.

Page 33
Matter No: 5070377

We have conducted all normal and usual searches and inquiries, in order to ascertain whether there are any registered encumbrances against the property and assets of the Company, any judgments entered against the Company and any petition in bankruptcy made by or against the Company (the "Searches"). These Searches and the results thereof are described in Schedule "A" annexed hereto and they are current to the dates and times referred to therein. In giving this search report, we assert all disclaimers usual in any reliance on computer performance and for actions of third parties not under our direct control and supervision, in connection with the performance of the Searches.

We have also assumed, as a basis for the opinions hereafter expressed:

- (i) that the Transaction Agreements have been executed and delivered by all of the parties thereto (excluding the Company) in accordance with the laws of the Turks and Caicos Islands or the laws of England (as applicable pursuant to which the agreements are stated to be governed, interpreted, construed and enforced);
- (ii) that under the laws of the Turks and Caicos Islands or the laws of England (as applicable pursuant to which the agreements are stated to be governed, interpreted, construed and enforced), the Transaction Agreements are in form and content, legal, valid and binding, and that under the laws of the Turks and Caicos Islands or the laws of England (as applicable pursuant to which the agreements are stated to be governed, interpreted, construed and enforced), the Transaction Agreements constitute a legal, valid, binding and enforceable obligation of the parties thereto; and
- (iii) that each of the parties to the Transaction Agreements (other than the Company) has the necessary power and authority, capacity to execute and deliver the Transaction Agreements, and to perform all of its obligations thereunder;

We are attorneys-at-law qualified to carry on the practice of law in Barbados and we express no opinion as to any laws, or matters governed by any laws, other than the laws of Barbados. The opinions herein are limited to the laws of Barbados in effect as of the date hereof and we assume no obligation to update these opinions to take into account any changes in such laws after the date hereof.

Based and relying upon and subject to the foregoing and the qualifications hereinafter expressed, we are of the opinion that as of the date hereof:

1. The Company has been duly incorporated and is validly existing under the laws of Barbados. The Company is duly qualified and in good standing as a body corporate in Barbados.
2. The Company is duly licensed under the *International Business Act* of the law of Barbados.
3. The Company has the necessary statutory and corporate capacity and power to enter into, execute and deliver the Transaction Agreements and to exercise its rights and

January 11, 2008.

Page 34
Matter No: 5070377

perform and comply with its obligations thereunder.

4. All necessary corporate actions and proceedings have been taken by the Company to authorise the execution and delivery by it of the Transaction Agreements and the performance of its obligations thereunder. Execution of authorising consent in lieu of meeting by way of counterpart is valid.
5. The Transaction Agreements have been duly executed and delivered by the Company.
6. The submission by the parties to the jurisdiction of the Courts of Turks and Caicos Islands or of England will be upheld by the courts of Barbados and the courts of Barbados will stay an action commenced in Barbados in relation to the Transaction Agreements, provided that such choice of law was *bona fide* (in the sense that it was not made with a view to avoiding the consequences of the laws of any other jurisdiction), and provided that such choice of law is not contrary to public policy, as that term is applied by the courts of Barbados. There are no reasons, of which we are aware, for avoiding the choice of law of Turks and Caicos Islands or the laws of England (as applicable pursuant to which the agreements are stated to be governed, interpreted, construed and enforced) in respect to the Transaction Agreements, on the grounds that such choice is contrary to public policy under the laws of Barbados.
7. A final judgement for a debt or a definite sum of money (not being a judgement in respect of penalties, taxes, fines or similar fiscal or revenue obligations or otherwise of a penal nature), rendered by a court of competent jurisdiction in the Turks and Caicos Islands or a court of competent jurisdiction in England (as applicable pursuant to which the agreements are stated to be governed, interpreted, construed and enforced) against the Company in respect of the Transaction Agreements may be enforced by registration in the courts of Barbados without re-examination of the merits, pursuant to the *Foreign and Commonwealth Judgments (Reciprocal Enforcement) Act* of the laws of Barbados, provided that such judgement was not obtained by fraud or in a manner contrary to natural justice and the enforcement thereof would not be inconsistent with public policy as that term is applied by the courts of Barbados.
8. The entry into and the performance by the Company of its obligations under the Transaction Agreements and the transactions contemplated by the Transaction Agreements do not conflict with any provisions of:
 - (a) any law or regulation applicable to the Company;
 - (b) the Company's constitutional documents; and/or
 - (c) any document which is binding upon the Company or any of its assets.
9. Except for the stamp duty of Ten Barbados Dollars (BDS\$10.00), to ensure its enforceability and admissibility in evidence, no further stamp duty, registration fees or documentary taxes or duties are payable in Barbados in respect of the execution and delivery of the Transaction Agreements.
10. The Company will not be entitled to claim any immunity from suit, execution,

January 11, 2008.

Page 35
Matter No: 5070377

attachment or other legal process in any proceedings taken in Barbados in relation to the Transaction Agreements.

The term "enforceable" as used in this opinion means that the obligations assumed by a party under a specified document are of a type which the Barbados courts enforce. It does not mean that those obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular:

- (i) enforcement may be limited by any winding-up, administration, bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- (ii) a Barbados court will not necessarily grant any remedy the availability of which is subject to equitable considerations or which is otherwise in the discretion of the court. In particular, orders for specific performance and injunctions are, in general, discretionary remedies under the laws of Barbados and specific performance is not available where damages are considered by the court to be an adequate alternative remedy;
- (iii) claims may become barred by prescription, limitation or lapse of time, or may be or become subject to defences of set-off or counterclaim;
- (iv) where obligations are to be performed in a jurisdiction outside Barbados, these may not be enforceable in Barbados to the extent that performance would be illegal under the laws of that jurisdiction;
- (v) enforcement may be restricted by the principles relating to the frustration of contracts by events happening after their execution; and
- (vi) enforcement may be limited to the extent that performance would be illegal or contrary to public policy under the laws of Barbados or any other applicable jurisdiction and a Barbados court may take into account the law of the place of performance in relation to the manner of performance and to the steps to be taken in the event of defective performance.

Other than as specifically stated in this opinion, we have not undertaken any special or independent investigation to determine the existence or absence of any facts or circumstances and no inferences as to our knowledge of the existence of such facts or circumstances should be drawn.

This opinion is intended solely for the benefit of 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 and their respective successors and permitted assignees in connection with the Senior Finance Documents (as defined in the Credit Agreement)

January 11, 2008.

Page 36
Matter No: 5070377

and may not be used or relied on by any other person although it may be disclosed to any potential successor, transferee or permitted assignee of a Senior Finance Party or their advisors.

Yours truly
Chancery Chambers

A handwritten signature in cursive script, appearing to read "Jacqueline R. Chacko".

Jacqueline R. Chacko

JRC:clc

January 11, 2008.

Page 37
Matter No: 5070377

Schedule A

SEARCH REPORT

Name of Company: Interhealth
Date of Incorporation: November 11, 2005
Company No.: 26141
Licences: International Business Company

Bankruptcy proceedings commenced by or against the Company:

A search conducted at the **Supreme Court Registry**, Bridgetown, Barbados on December 11, 2006, revealed that there were no bankruptcy proceedings commenced by or against the Company.

Judgements or orders which may have been entered by the local courts against the Company, as well as for any litigation which may have been entered or is pending against the Company:

A search conducted at the **Supreme Court Registry**, Bridgetown, Barbados on December 11, 2006, revealed that there were no judgements or orders entered against the Company, and there was no litigation pending against the Company.



BARBADOS

**(Registrar's Certificate issued pursuant to
s.409 Companies Act, Cap. 308)**

I, **HELEN RACHEL MOSS**, Acting Deputy Registrar of the Corporate Affairs and Intellectual Property Office, Clarence Greenidge House, Keith Bourne Complex, Belmont Road in the parish of Saint Michael and in the Island of Barbados, and as such a Notary Public do hereby **CERTIFY** as follows:

As Acting Deputy Registrar of Corporate Affairs and Intellectual Property, I have custody of all records relating to the registration of Companies on this Island.

The Company **INTERHEALTH CANADA GLOBAL FACILITIES LIMITED** was incorporated on the 6th day of December, Two Thousand and Six as an International Business Company under the Companies Act, Chapter 308 of the Laws of Barbados and is registered in the Companies Register.



Given under my hand as Acting Deputy Registrar and Seal of Office as Notary Public of this Island this **10th** day of **January**, Two Thousand and Eight.

Helen R. Moss

Acting Deputy Registrar and as such a Notary Public in and for the Island of Barbados.

STAMP DUTY: \$10.00
AMOUNT PAID: \$10.00
RECEIPT NO: 371099
DATE: 2008-01-09
SIGNATURE: Helen R. Moss

[Note: The Registrar's Certificate is limited to this company's current state of compliance with the Companies Act, Cap. 308 and should not be taken as a warranty or representation by the Registrar concerning the company's compliance with other laws of Barbados which the Registrar does not administer.]