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January 11, 2008

The Crown (in right of its Government in the Turks  
and Caicos Islands)  
Government Compound  
Pond Street  
Grand Turk  
Turks and Caicos Islands  
British West Indies

Tel 416.869.5300  
file # 32914-9

Dear Sirs/Mesdames:

**Re: Project Agreement between Interhealth Canada Infrastructure (TCI) Limited, Interhealth Canada Clinical Services (TCI) Limited and The Crown (in right of its Government in the Turks and Caicos Islands) (the "Project Agreement") dated the 11<sup>th</sup> day of January, 2008 (the "Effective Date")**

**And re: Credit Agreement made between, inter alios, Interhealth Canada Infrastructure (TCI) Limited, as Borrower and FirstCaribbean International Bank (Bahamas) Limited as Agent, Arranger and Security Trustee (the "Credit Agreement") dated the Effective Date**

We have acted as special Ontario legal counsel to Interhealth Canada Limited (the "**Corporation**") and Interhealth Canada Construction & Services (TCI) Limited ("**C&S**") (which are hereinafter referred to, collectively, as the "**Interhealth Companies**") in connection with the Ontario Law Agreements (as defined below).

We are advised that the delivery of this opinion letter is a condition precedent of the Project Agreement.

In connection with the opinions expressed below, we have reviewed the following documents, item (iii) entered into by the Corporation and item (iv) entered into by the Interhealth Companies, as of the Effective Date, other than the Project Agreement and the Credit Agreement:

- (i) the Project Agreement;
- (ii) the Credit Agreement (Doc. 1700446.24);



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- (iii) the Ringfenced Services Support Deed Corporate Guarantee from Interhealth Canada Limited in favour of The Crown (in right of its Government in the Turks and Caicos Islands) (the "**Ringfence Guarantee**") (Doc: 5816187.12) in relation to Interhealth Canada (TCI) Limited's obligations under the Ringfenced Services Support Deed between (1) The Crown (in right of its Government in the Turks and Caicos Islands), (2) Interhealth Canada (TCI) Limited, (3) Interhealth Canada Clinical Services (TCI) Limited and (4) Interhealth Canada Limited (the "**Ringfence Deed**") (Doc: 5433926.16);
- (iv) the FM Deed of Collateral Warranty and Guarantee between (1) Interhealth Canada Construction & Services (TCI) Limited, (2) The Crown (in right of its Government in the Turks and Caicos Islands), (3) Interhealth Canada Infrastructure (TCI) Limited and (4) Interhealth Canada Limited (the "**Parent Company Guarantee**") (Doc: 5855405.6) in relation to, inter alia, Interhealth Canada Construction & Services (TCI) Limited's obligations under the Facilities Management Subcontract between Interhealth Canada Infrastructure (TCI) Limited and Interhealth Canada Construction & Services (TCI) Limited (the "**FM Services Sub-Contract**") (Doc: 5593856.25);

The above documents other than the Project Agreement and Credit Agreement are hereinafter referred to, collectively, as the "**Ontario Law Agreements**".

In rendering our opinions herein we have assumed the following:

- (a) the genuineness of all signatures on documents reviewed by us (whether originals or copies of documents), the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as notarial, certified, conformed, photostatic or telecopied copies thereof and the authenticity of the originals of such documents;
- (b) the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or made relevant enquiries; we are advised that the records mentioned in clause (i) of paragraph 2 and in paragraph 3 below are about three weeks behind;
- (c) that C&S:
  - (i) is a corporation duly incorporated and validly existing under the laws of the Turks and Caicos Islands;



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- (ii) has all necessary corporate power and capacity to enter into and perform its obligations under each of the Ontario Law Agreements to which it is party;
  - (iii) has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Ontario Law Agreements to which it is party;
  - (iv) has duly and validly executed and delivered the Ontario Law Agreements;
- (d) the due authorization, execution and delivery, pursuant to due and unrestricted capacity and authorization, of the Ontario Law Agreements by the parties other than the Corporation;
- (e) the Ringfence Deed constitutes valid and binding obligations of the parties thereto, enforceable in accordance with its terms and, in particular, the Obligations (as defined in the Ringfence Guarantee) constitute valid and binding obligations of Interhealth Canada (TCI) Limited, enforceable in accordance with its terms.
- (f) the FM Services Sub-Contract constitutes valid and binding obligations of the parties thereto, enforceable in accordance with its terms and, in particular, all of the obligations on the part of Interhealth Canada Construction & Services (TCI) Limited's obligations under the FM Services Sub-Contract (to which reference is made in the Parent Company Guarantee) and the Obligations (as defined in the Parent Company Guarantee – FM Services Sub-Contract) constitute valid and binding obligations of Interhealth Canada Construction & Services (TCI) Limited, enforceable in accordance with its terms;
- (g) each of the Ontario Law Agreements constitutes valid and binding obligations of the parties thereto (other than the Interhealth Companies), enforceable under Ontario Laws (as defined below);
- (h) each of the Ontario Law Agreements has been duly executed and delivered by the Interhealth Companies as are party thereto pursuant to the laws of the jurisdiction in which execution and delivery has occurred and any other relevant jurisdiction whose laws may apply in that regard (other than Ontario Laws);
- (i) that the Ontario Law Agreements creates a security interest; however, we express no opinion in that regard; and





- (j) for the purpose of the opinion in paragraph 9 below, the Crown (in right of its Government in the Turks and Caicos Islands) (x) is not resident of Canada for the purposes of the *Income Tax Act* (Canada), (y) does not carry on business in Canada for purposes of that Act, and (z) no obligation on its part is secured on real property or an interest in real property situated in Canada.

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we have considered necessary or relevant for the purposes of the opinions expressed below.

In rendering the opinion set out in Section 1 as to existence, we have obtained and relied upon a certificate of Status (the "**Certificate of Status**") for the Corporation issued by the Ministry of Government and Consumer Services (Ontario) dated January 11, 2008, a copy of which is attached hereto.

With regard to various questions of fact material to this opinion, we have relied solely and exclusively upon a certificate of an officer of the Corporation, addressed to you and to us (among others), a copy of which is attached hereto, which includes the articles of incorporation of the Corporation (as amended), the by-laws of the Corporation and a resolution of the board of directors of the Corporation. We have not independently investigated or verified the accuracy or completeness of the information contained in such certificate with regard to such questions of fact.

We have registered the financing statements (collectively, the "**Financing Statement**") under the *Personal Property Security Act* (Ontario) (the "**PPSA**") (copies of which are attached hereto):

1. Registration number 20071217 1709 1590 5407, reference file number 641452914 naming the Corporation as Debtor, registered on behalf of The Crown (in right of its Government in the Turks and Caicos Islands), as Secured Party under the PPSA on December 17, 2007 for a period of 25 years with respect to the security interest under Ringfence Guarantee;
2. Registration number 20071217 1714 1590 5409, reference file number 641453076 naming the Corporation as Debtor, registered on behalf of The Crown (in right of its Government in the Turks and Caicos Islands), as Secured Party under the PPSA on December 17, 2007 for a period of 25 years with respect to the security interest under the Parent Company Guarantee – TCIG.

We have attended to the following searches of registrations or filings against the name of the Corporation and, as at the date noted, no registration against the Corporation was recorded except as noted:



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1. Registrations under the PPSA as of January 6, 2008: none other (i) the Financing Statement; (ii) registrations in respect of which discharges have been duly filed and (iii) financing statements and financing change statements on behalf of FirstCaribbean International Bank (Bahamas) Limited and Johnston International Limited in relation to the transactions under the Project Agreement and the Credit Agreement (copies of which are attached hereto), namely:
  - (a) Registration number 20071217 1705 1590 5406, reference file number 641452788 naming the Corporation as Debtor, registered on behalf of Interhealth Canada Infrastructure (TCI) Limited, as Secured Party under the PPSA on December 17, 2007 for a period of 25 years, (i) assigned by the said Secured Party to FirstCaribbean International Bank (Bahamas) Limited pursuant to registration number 20071217 1729 1590 5410 registered on the same date, with respect to the security interest under the Parent Company Guarantee – FM Services Sub-Contract and the Parent Company Guarantee – Design & Build Sub-Contract; (ii) amended pursuant to registration number 20071218 1602 1590 5498 on December 18, 2007 to add a collateral description, namely a reference to the Parent Company Guarantee – FM Services Sub-Contract and the Parent Company Guarantee – Design & Build Sub-Contract; and (iii) amended pursuant to registration number 20071219 0910 1590 5540 on December 19, 2007 to state that “the security interests perfected by this registration rank pari passu with the security interest in favour of Johnston International Limited perfected by registration no. 20071217 1711 1590 5408 to the extent of the first US\$2,000,000 and, except to that extent, the order of registration shall prevail.”; and
  - (b) Registration number 20071217 1711 1590 5408, reference file number 641452977 naming the Corporation as Debtor, registered on behalf of Johnston International Limited under the PPSA on December 17, 2007 for a period of 4 years with respect to the security interest under the Parent Company Guarantee – Johnston.
2. Proceedings under the *Bankruptcy and Insolvency Act* (Canada) recorded in (i) the Ontario Superior Court of Justice (in Bankruptcy) as of January 3, 2008; and (ii) the Office of the Superintendent of Bankruptcy as of January 7, 2008: none.
3. A search report of litigation proceedings in Toronto in the Ontario Superior Court of Justice, the Ontario Court of Appeal, the Federal Court and the Federal Court of Appeal as of January 7, 2008: none except matters which have been dismissed.



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4. Writs of seizure and sale and other writs filed under the *Execution Act* (Ontario) in the City of Toronto as of January 8, 2008: none.

Opinions hereinafter expressed are confined to the laws of the Province of Ontario and the laws of Canada applicable therein (collectively, "**Ontario Laws**"), and no opinion is expressed with respect to the laws of any other jurisdiction.

Based on and relying upon the foregoing, and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Corporation is a corporation incorporated under the laws of the Province of Ontario, and has not been dissolved and is existing under the laws of the Province of Ontario.
2. The Corporation has the corporate capacity and power to enter into and execute the Ontario Law Agreements, deliver, exercise its rights and perform all of its obligations under the Ontario Law Agreements.
3. All necessary corporate actions and proceedings have been taken by the Corporation to authorize the execution and delivery by it of the Ontario Law Agreements and the exercise of its rights and performance by it of its obligations thereunder.
4. The Ontario Law Agreements have been duly executed on the Corporation's behalf.
5. The entry into and performance by the Corporation of its obligations in the Ontario Law Agreements and the transactions contemplated by the Ontario Law Agreements do not conflict with any provisions of the Corporation's articles and by-laws.
6. The execution and delivery of the Ontario Law Agreements and the performance of the Corporation's obligations thereunder will not contravene any applicable provision of Ontario Laws to which the Corporation is subject.
7. No filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required in connection with the execution, delivery and performance of any of the Ontario Law Agreements by the Corporation or to ensure the validity or legality of the Ontario Law Agreements or their enforceability against the Corporation other than the registration of the Financing Statement which has been effected as described above.
8. Registration has been made in all public offices provided for under Ontario Laws where such registration is necessary to preserve, protect or perfect the



security interests created by the Ontario Law Agreements (namely, the office for the recording of registrations under the PPSA).

9. Except for tax which may be imposed under Part XIII of the *Income Tax Act* (Canada) (and any equivalent tax under the laws of the Province of Ontario) in respect of payments by the Corporation under the Ontario Law Agreements, no recording tax, sales, transfer, use or lease tax, stamp tax, or other fee, tax or governmental charge is required to be paid by the Corporation to any federal or provincial governmental body in the Province of Ontario in connection with the execution, delivery or performance by the Corporation of the Ontario Law Agreements or to ensure the validity or legality of the Ontario Law Agreements or its enforceability against the Corporation or in connection with any filing or recording with respect to the Ontario Law Agreements (other than the registration fees paid in respect of the registration of the Financing Statement).
10. Each of the Ontario Law Agreements constitutes a legal, valid and binding obligation of the Interhealth Companies as are party thereto, enforceable under Ontario Laws.

The opinions expressed in this letter are subject to the following qualifications:

1. The enforceability of the Ontario Law Agreements is subject to any applicable bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, winding-up and other similar laws of general application affecting the enforcement of creditors' rights generally, including without limitation laws concerning assignments and preferences, fraudulent preferences and fraudulent conveyances.
2. The enforceability of the Ontario Law Agreements is subject to general equitable principles, including the fact that the availability of equitable remedies, such as injunctive relief and specific performance, is in the discretion of the court.
3. The beneficiaries of the Ontario Law Agreements may be required to give the Corporation a reasonable time to pay following a demand for payment prior to taking any action to enforce its right of repayment or before exercising any of the rights and remedies expressed to be exercisable by them in the Ontario Law Agreements.
4. We express no opinion as to the enforceability of any provision of the Ontario Law Agreements which is inconsistent with or contrary to any provision of the Credit Agreement or the Project Agreement.





5. The time limit for the commencement of an action or any proceedings set forth in Section 13 of the Ringfence Guarantee and Section 7 of the Parent Company Guarantee may be subject to the ultimate limitation period pursuant to the *Limitations Act* (Ontario) which states that "no proceeding shall be commenced in respect of any claim after the fifteenth anniversary of the day on which the act or omission on which the claim is based took place."
6. With respect to the Ontario Law Agreements:
  - (a) any provision of the Parent Company Guarantee which purports to impose liability on the Corporation as a principal or primary debtor may not be construed as increasing the rights and remedies of the beneficiaries thereunder as would have existed without such provision;
  - (b) while specific waivers of defences, rights or remedies which would otherwise have been available to the Corporation are prima facie enforceable, we express no opinion as to any provision of the Ontario Law Agreements which purports to waive generally all defences which might be available to the Corporation or which might discharge its liability under the Ontario Law Agreements.
7. Interest on overdue payments at a rate greater than applicable to payments not overdue may be construed as a penalty and not enforceable.
8. Interest after judgment is in the discretion of the court.
9. Any provision of the Ontario Law Agreements which purports to sever from each agreement any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that agreement may be enforceable only in the discretion of a court.
10. The recoverability of costs and expenses may be limited to those a court considers to be reasonably incurred. The costs and expenses of and incidental to a court proceeding or a step in a court proceeding are in the discretion of the court and the court has the discretion to determine by whom and to what extent these costs shall be paid.
11. With reference to Section 4 of the Parent Company Guarantee, we express no opinion on:
  - (a) The extent (if any) to which Canadian copyright laws apply to the Proprietary Material (as therein defined)
  - (b) The rights (if any) held by C&S in the Proprietary Material (including the right to grant the licence set out in Section 4.1) or any claims to which





those rights may be subject (including "moral rights" within the meaning of the section 14.1(1) of *Copyright Act (Canada)*). That section of the *Copyright Act* states that:

The author of a work has, subject to [certain limitations], the right to the integrity of the work and, in connection with [certain acts], the right where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

12. A judgment of an Ontario court may only be awarded in Canadian currency.
13. The court may limit the availability of a remedy under certain circumstances where another remedy has been elected.
14. The registration period of the Financing Statement will expire, and the security interests perfected thereby will become unperfected, at the end of the registration period mentioned in our opinion unless the registration period is extended prior to that time by registration under the PPSA of a Financing Change Statement designated as a renewal.
15. Any change in the name of the Corporation and any transfer by the Corporation of any or all of the subject matter of the security interest under the Ontario Law Agreements will require the timely filing of a Financing Change Statement under the PPSA.
16. With reference to the opinion set out in paragraph 7 above, a corporation seeking to maintain an action in Ontario with respect to the Ontario Law Agreements may be required to be licensed in Ontario and/or file one or more information returns if it is carrying on business in Ontario (within the meaning of Ontario Laws).]

This opinion is provided solely for the benefit of The Crown (in right of its Government in the Turks and Caicos Islands) and its successors, transferees and permitted assignees of the Ontario Law Agreements.

Without our prior written consent, this opinion letter may not be:

- (a) relied upon for any other purpose or in connection with any other transaction, except in connection with or during the course of judicial or administrative proceedings in which the foregoing opinions may be relevant;
- (b) relied upon by any other party; or



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- (c) disclosed or furnished (in whole or in part, in its original form or by copy) to any other person, except in connection with or during the course of judicial or administrative proceedings in which the foregoing opinions may be relevant or to any potential successor, transferee or assignee of The Crown (in right of its Government in the Turks and Caicos Islands) .

Yours truly,

*Cassels Brock & Blackwell LLP*