

MILLER ♦ SIMONS ♦ O'SULLIVAN

Attorneys at Law

Carlos W. Simons, O.B.E., QC
Timothy P. O'Sullivan, B.C.L., LL.B.
Adrian G. Corr, LL.B. (Hons)
Neil R. Coles, LL.B. (Hons)

Tony L'Heureux, B.A., LL.B.
Stephen M. Wilson, LL.B. (Hons)
Jonathan M. Katan, LL.B. (Hons)

Ian M. Miller (Of Counsel)

P O Box 260
Second Floor
The Beatrice Butterfield Building
Butterfield Square
Providenciales
Turks & Caicos Islands B.W.I.
Telephone: 649-946-4650
Facsimile: 649-946-4663
E-Mail: mslaw@tciway.tc
Web: www.mslaw.tc

Our Ref: PGH10387

January 11, 2008

FirstCaribbean International Bank (Bahamas) Limited
as Arranger, Agent, 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 (as defined below)), ("FCB")

Dear Sirs,

- Re:
1. Credit Agreement between amongst others Interhealth Canada Infrastructure (TCI) Limited (as Borrower) and Interhealth Canada Infrastructure Holdings (TCI) Limited (as HoldCo) and FCB (as Arranger, Agent, Security Trustee), dated the 11th day of January, 2008 ("**the Credit Agreement**");
 2. Debenture between Interhealth Canada Infrastructure (TCI) Limited and FCB as Security Trustee, dated the 11th day of January, 2008 ("**the Debenture**");
 3. Collateral legal charge between Interhealth Canada Infrastructure (TCI) Limited as Chargor and FCB as Security Trustee, dated the 11th day of January, 2008 ("**the Collateral Charge**");
 4. Collateral deed of share pledge between Interhealth Canada Infrastructure Holdings (TCI) Limited as Pledgor, Interhealth Canada Infrastructure (TCI) Limited and FCB as Security Trustee dated the 11th day of January, 2008 ("**the Collateral Share Pledge**");
 5. Lenders' direct agreement between the Crown (in right of its Government in the Turks and Caicos Islands), Interhealth Canada Infrastructure (TCI) Limited as Provider, Interhealth Canada Clinical Services (TCI) Limited and FCB as Security Trustee dated the 11th day of January, 2008 ("**the Lenders' Direct Agreement**");
 6. Construction direct agreement between Interhealth Canada Construction & Services (TCI) Limited, Interhealth Canada Limited, Interhealth Canada Infrastructure (TCI) Limited and FCB as Agent and Security Trustee dated the 11th day of January, 2008 ("**the Construction Direct Agreement**");

7. FM direct agreement between Interhealth Canada Construction & Services (TCI) Limited, Interhealth Canada Limited, Interhealth Canada Infrastructure (TCI) Limited and FCB as Agent and Security Trustee dated the 11th day of January, 2008 (**"the FM Direct Agreement"**);
8. Construction sub-contractor collateral warranty between Johnston International Limited, Interhealth Canada Construction & Services (TCI) Limited and FCB as Agent and Security Trustee dated the 11th day of January, 2008 (**"the Construction Sub-Contractor Collateral Warranty"**);
9. M&E collateral warranty between Rotary (International) Limited, Johnston International Limited and FCB as Agent and Security Trustee dated the 11th day of January, 2008 (**"the M&E Collateral Warranty"**);
10. Design consultants collateral warranty between Devereux Architects Limited, Interhealth Canada Construction & Services (TCI) Limited and FCB as Agent and Security Trustee dated the 11th day of January, 2008 (**"the Devereux Collateral Warranty"**);
11. Design consultants collateral warranty between Civil and Structural Engineering Limited, Interhealth Canada Construction & Services (TCI) Limited and FCB as Agent and Security Trustee dated the 11th of January, 2008 (**"the CSE Collateral Warranty"**);
12. FM Services provider collateral warranty between Interhealth Canada Construction & Services (TCI) Limited, Interhealth Canada Infrastructure (TCI) Limited and FCB as Agent dated the 11th day of January, 2008 (**"the FM Services Provider Collateral Warranty"**);
13. Construction contractor deed of charge between Interhealth Canada Construction & Services (TCI) Limited, Interhealth Canada Infrastructure (TCI) Limited and FCB as Security Trustee dated the 11th day of January, 2008 (**"the Construction Contractor Deed of Charge"**);

We have acted as Turks and Caicos Islands ("TCI") counsel to FCB in connection with the financing of the Project.

This opinion is furnished pursuant to paragraph 7.6 of Schedule 2 to the Credit Agreement. Capitalised terms defined in the Credit Agreement, used herein and not otherwise defined herein, shall have the meanings given to them in the Credit Agreement.

As such counsel, we have examined among other things executed versions of the following:

- A. the Credit Agreement;
- B. the Debenture;

- C. the Collateral Charge;
 - D. the Collateral Share Pledge;
 - E. the Lender's Direct Agreement;
 - F. the Construction Direct Agreement;
 - G. the FM Direct Agreement;
 - H. the Construction Sub-Contractor Collateral Warranty;
 - I. the M&E Collateral Warranty;
 - J. the Devereux Collateral Warranty;
 - K. the CSE Collateral Warranty;
 - L. the FM Services Provider Collateral Warranty;
 - M. the Construction Contractor Deed of Charge;
- (B-M above together "**the Opinion Documents**")
- N. Copies of the Memorandum and Articles of Association and of the registers of members, directors and officers, and charges of each of the Turks & Caicos Islands companies numbered i) through iv) set forth below ("**T&C Companies**") who are parties to the Opinion Documents, provided to us on the 11th day of January, 2008 by the company manager(s) for the T&C Companies, certified by the Secretary of each T&C Company to us as being true copies of the originals (the "**Governing Documents**"):
 - i) Interhealth Canada Infrastructure (TCI) Limited
 - ii) Interhealth Canada Infrastructure Holdings (TCI) Limited
 - iii) Interhealth Canada Clinical Services (TCI) Limited
 - iv) Interhealth Canada Construction & Services (TCI) Limited
 - v) Johnston International Limited ("**JIL**")
 - vi) Civil and Structural Engineering Limited ("**CSE**")
 - O. Resolutions of the directors of the T&C Companies approving the execution of the Opinion Documents;
 - P. Conducted searches in the Deeds Registry in respect of the T&C Companies in respect of which no entries were found.
 - Q. A Lis Pendens search at the Supreme Court in Grand Turk in respect of the T&C Companies of which no entries were found, including no record of any petition to wind up any of the TCI Companies on the basis of their insolvency.

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

- I. "Documents" means the documents described in Subsections (A) – (M) above respectively;
- II. "T&C Security Documents" means the Debenture, the Collateral Charge, the Collateral Share Pledge, the Construction Contractor Deed of Charge, The Lenders' Direct Agreement.
- III. "the Construction Documents" means the Construction Direct Agreement, the FM Direct Agreement, the Construction Sub-Contractor Collateral Warranty, the M&E Collateral Warranty, the Devereux Collateral Warranty, the CSE Collateral Warranty and the FM Services Provider Collateral Warranty.
- IV. "Ordinance" means the Companies Ordinance for the Turks and Caicos Islands, CAP 122, Revised 1998.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth below, we are of the opinion that:

1. The T&C Security Documents create valid security interests in favour of FCB, which rights and interests rank prior to the rights and interests of any unsecured creditors of the T&C Companies who are parties to the T&C Security Documents.
2. The Debenture has been entered on the register of charges of Interhealth Canada Infrastructure (TCI) Limited.
3. The Collateral Charge has been entered on the register of charges of Interhealth Canada Infrastructure (TCI) Limited.
4. The Collateral Share Pledge has been entered on the register of charges of Interhealth Canada Infrastructure Holdings (TCI) Limited.
5. The Construction Contractor Deed of Charge has been entered on the register of charges of Interhealth Canada Construction & Services (TCI) Limited.
6. The register of charges of each of the T&C Companies discloses no prior registered charges on the part of any T&C Company.
7. Upon the entry in each T&C Company's Register of Charges (as defined in the Ordinance) and upon payment of stamp duty and registration of the Debenture, Collateral Share Pledge and Construction Contractor Deed of Charge at the Deeds Registry and the registration of the Collateral Charge at the Land Registry, the security interests will be perfected to the extent possible under the laws of the Turks & Caicos Islands and no other filings or registrations are necessary to ensure the validity and legality of the Opinion Documents or their enforceability against the T&C Companies.

8. Upon execution of the documents at B to M above each agreement shall constitute valid and legally binding obligations of the T&C Companies, and in respect of the Construction Documents constitute valid and legally binding obligations of JIL and CSE and fully enforceable against the company which is party to the respective agreement.

The foregoing opinions are as of the date hereof only, and we assume no obligation to update or supplement such opinions to reflect any fact or circumstance that may hereafter come to our attention or any change in law that may hereafter occur or become effective.

Assumptions and Qualifications

The opinions hereinbefore given are based upon the following assumptions:

- (a) the genuineness of all signatures (whether on originals or copies of documents), the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as notarized, certified, confirmed, photostatic or facsimile copies thereof, the authenticity of the originals of such documents and the identity and capacity of all individuals acting or purporting to act as public officials, the accuracy and validity of certificates issued by them, the accuracy and completeness of the records maintained by offices of public record;
- (b) that each of the documents have been duly authorized, executed and delivered by the parties thereto, other than the T&C Companies;
- (c) the legal existence, power and capacity of each of the parties to the Documents, other than the T&C Companies;
- (d) that each of the Opinion Documents is a legally valid and binding obligation of and is enforceable in accordance with its terms against the parties thereto, other than the T&C Companies and other than JIL and CSE;
- (e) No disposition of assets contemplated by the Opinion Documents is made wilfully to defeat an obligation owed to a creditor or at an under value;
- (h) Save as revealed by the searches at P and Q above, the T&C Companies were on the date of execution of the Opinion Documents able to pay their respective debts as they became due from their own moneys, and that any disposition or settlement of assets effected by the Opinion Documents is made in good faith and for valuable consideration;

We have also assumed:

- (a) the accuracy and completeness of all Governing Documents, corporate minutes, resolutions and records that we have seen;

- (b) that all the obligations under the Opinion Documents of each party to it other than the T&C Companies, JIL and CSE are legal, valid, binding and enforceable in accordance with their terms on that party;
- (c) that no director of any of the T&C Companies has a financial interest in or other relationship to a party to the transaction contemplated by the Opinion Documents other than the T&C Companies or their affiliates or if an interest does exist, that shareholder approval or ratification will be obtained;
- (d) that all directors' resolutions and all shareholders' resolutions of the T&C Companies copied to us remain in full force and effect;
- (e) that all information regarding the T&C Companies given us by the directors and officers of the T&C Companies, on the 11th day of January, 2008 by the local corporate agents of the T&C Companies and by the TCI Companies Registry and the TCI Supreme Court Registrar is true, correct, complete and without material omissions;

Qualifications

The opinions hereinbefore given are subject to the following qualifications:

- (a) Rights and obligations may be limited by applicable bankruptcy, insolvency, winding up, liquidation, arrangement fraudulent preference, reorganization, moratorium and other similar laws or judicial decision affecting the rights and remedies of creditors generally, including without limitation the applicable provision of the Companies Ordinance.
- (b) 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 defences of set-off or counterclaim.
- (c) Equitable remedies such as injunctions and orders for specific performance are discretionary.
- (d) general principles of equity which may apply to any proceeding, whether in equity or at law, including without limitation:
 - (i) the powers of the court to stay proceedings before it and also to stay execution of judgments and to relieve from the consequences of default;
 - (ii) the concepts of materiality, good faith and fair dealing;
 - (iii) equitable remedies, such a specific performance and injunctive relief, may only be available in or at the discretion of the court and accordingly may not be available as a remedy in any particular circumstance;
 - (iv) principles limiting the availability of a remedy where FCB has elected another remedy;
 - (v) limitations which may be imposed by law on the effectiveness of terms exculpating or exempting a party from liability, or providing indemnification for a party's own acts of omission when such act or omission involves negligence, a wilful or unlawful conduct or is found to constitute a penalty or be against public policy; and,

- (vi) the requirements that determinations, requests or demands which may be made pursuant to the exercise of discretion must be reasonably made.
- (e) the ability to recover certain costs, fees and expenses in connection with the litigation brought before the courts of the Turks and Caicos Islands to enforce provisions of the Opinion Documents is in the discretion of the courts of the Turks and Caicos Islands and attorneys fees are subject to taxation;
- (f) to the extent that a particular contractual provision (including the obligation to pay default interest) is characterized by the courts of the Turks and Caicos Islands as a penalty, and not as a genuine pre-estimate of damages, it will not be enforceable notwithstanding its characterisation by the parties; and
- (g) the rights and privileges of the Crown and its agents.
- (h) 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.
- (i) The courts in the TCI will determine in their discretion whether or not an illegal or unenforceable provision may be severed.
- (j) 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.
- (k) No opinion is given as to provisions of the laws of any jurisdiction outside the TCI with respect to the execution or delivery by any of the T&C Companies of the Opinion Documents or any of them and the opinion expressed herein are limited to the laws of the TCI in effect at the date hereof.

This opinion is intended solely for the use of FCB 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, assignees and transferees as permitted under the Credit Agreement and may not be relied on by any other person, nor quoted from or referred to in any other document, without our prior written consent except that it may be disclosed to any potential successor, transferee or assignee of a Senior Finance Party or their advisors. The foregoing opinions are given as at the date hereof only. We assume no obligation to update or supplement such opinions to reflect any fact or circumstance that may hereafter come to our attention or any change in law that may hereafter occur or become effective. Any dispute in respect of this Opinion or the opinions and views set forth and expressed herein shall be governed exclusively by the laws of the Turks and Caicos Islands.

Yours faithfully,



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