

NOTICE TO READER

Please be advised that the Sioux Falls Surgical Center, LLP Non-Solicitation, Non-Disclosure and Non-Compete Agreement dated December 10, 2004 (the “**Agreement**”) has been re-filed to ensure it can be easily located on SEDAR+. No changes were made to the Agreement.

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1 . Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

~~PARTNER~~

"Robert A. Akins"

(Signature)

Robert A. Akins

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

By *"Dr. Donald Schellpfeffer"*

*Medical
Director*

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

Manager

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

B "Dr. Donald Schellpfeffer"

Manager

Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

I live over 100 miles from Dakota Plains Surgical Center but have been operating there for nearly 5 years.
Sioux Falls Surgical Center

PARTNER

"Robert A. Akins"

(Signature)

Robert A. Akins

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Wilson Asfora"

(Signature)

Wilson Asfora

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

X none - per Dr. Asfura 3-9-04 BAW

PARTNER

"Wilson Asfura"

(Signature)

Wilson Asfura

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Ken Augspurger"

Ken Augspurger

(Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Sioux Valley Clinic and its businesses

PARTNER

"Ken Augspurger"

(Signature)

KEN AUGSPURGER

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and.

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Gail M. Benson"

(Signature)

Gail M. Benson

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

MRI services. X-ray, Physical Therapy
Pain Block Services by Anesthesia

PARTNER

"Gail M. Benson"

(Signature)

Gail M. Benson

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"M A Bess"

(Signature)

M A Bess

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"M A Bess"
_____M A Bess

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*
_____Its *Manager*

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*
_____Its *Manager*

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Walter O. Carlson"

(Signature)

WALTER O. CARLSON

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

MRI at OI

PARTNER

"Walter O. Carlson"

(Signature)

WALTER O. CARLSON
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Paul A. Cink"

(Signature)

PAUL A. Cink

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

none

PARTNER

"Paul A. Cink"

(Signature)

Paul Cink

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

~~PARTNER~~

"R. Blake Curd"

(Signature)

RICHARD BLAKE CURD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____
Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

MRI IN OFFICE
BONE DENSITY
RADIOGRAPHY

PARTNER

"R. Blake Curd"

(Signature)

RICHARD BLAKE CURD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"M. Gregory Desautel"

(Signature)

M. Gregory Desautel

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"M. Gregory Desautel"

(Signature)

M. Gregory Desautel

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Mark W. Fox"

(Signature)

Mark W. Fox

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

none

PARTNER

"Mark W. Fox"

(Signature)

Mark W. Fox

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Craig P. Hedges"

(Signature)

Craig P. Hedges

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Craig P. Hedges"

(Signature)

Craig P. Hedges

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Darlys Hofer"

(Signature)

Darlys Hofer

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Midwest Stone

PARTNER

"Darlys Hofer"

(Signature)

Darlys Hofer
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"David Hoversten"

(Signature)

David Hoversten

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"David Hoversten"

(Signature)

David L Hoversten

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER.

"Richard Howard"

(Signature)

RICHARD J. HOWARD MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

NONE

PARTNER

"Richard Howard"

(Signature)

RICHARD J. HOWARD MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Tom D. Howey"

(Signature)

Tom D. Howey MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Tom D. Howey"

(Signature)

Tom D. Howey

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____
Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Robert C. Johnson"

(Signature)

Robert C. Johnson MD
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Midwest Stone

PARTNER

"Robert C. Johnson"

(Signature)

Robert C. Johnson M.D.
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Ellison Kalda"

(Signature)

ELLISON KALDA

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

ALONE

PARTNER

"Ellison Kalda"

(Signature)

GLISON KALHA

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

By

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

By _____

Its Major

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Donald N. Knudson"

(Signature)

Donald N Knudson

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Donald N. Knudson"

(Signature)

Donald N. Knudson

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Laura J.R. Larsen"

(Signature)

Laura J. R. Larsen

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Laura J.R. Larsen"

(Signature)

Laura J.R. Larsen

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Peter Looby"

(Signature)

Peter Looby

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Peter Looby"

(Signature)

Peter Looby

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Michael E. McGowan"

(Signature)

Michael E. McGowan

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

My office - I do a few simple procedures there.

PARTNER

"Michael E. McGowan"

(Signature)

Michael E. McGowan

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER .

"Matt McKenzie"

(Signature)

Matt McKenzie

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

none

PARTNER

"Matt McKenzie"

(Signature)

Matt McKenzie

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1 . Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Vaughn H. Meyer"

(Signature)

Vaughn H. Meyer

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Sioux Falls Surgical Center
Plastic Surgery, office of S. D. Zetter at
Sioux Falls and Dakota Diner office
MM

PARTNER

"Vaughn H. Meyer"

(Signature)

Vaughn H. Meyer, M.D.
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Joe S. Olsen"

(Signature)

JOE S. OLSEN
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business: None

PARTNER

"Joe S. Olsen"

(Signature)

JOE S. OLSEN
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 “Canco Guarantee” shall mean that certain cash flow guarantee given by the Partnership to the holders of the “Canco Notes” issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario (“Canco”), in connection with the Transactions.

1.2 “Competing Business” shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 “Effective Date” shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 “Market Area” shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 “Proprietary Information” shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 “Restricted Period” shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner’s termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 “Successful Enforcement” shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA’s purchase of such Partner’s Transferred Units, each Partner hereby agrees as follows:

2.1 Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2 The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that:

2.5.1 By virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction.

2.5.2 If he, she or it should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.5.3 The existence of any claim, demand, action or cause of action of a breaching Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement of this Agreement.

2.6 If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a

breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

~~PARTNER~~

"Brad Plaga"

(Signature)

BRAD PLAGA MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Brad Plaga"

(Signature)

Brad Plaga

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Michael Puumala"

(Signature)

Michael Puumala

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Michael Puumala"

(Signature)

Michael Puumala

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Paul Reynen"

(Signature)

Paul Reynen

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Paul Reynen"

(Signature)

Dr. Paul Reynen

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"John Robbins"

(Signature)

John Robbins

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

6057312575

Saved
3/26

Supplemental Exhibit A

In addition to any entities listed in Exhibit A, pursuant to Section 2.2.4, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Mid West Stone Management

PARTNER

"John Robbins"

(Signature)

John Robbins

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Pete Rodman"

(Signature)

Pete Rodman

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Pete Rodman"

(Signature)

Pete Rodman

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"David Rosinsky"

(Signature)

David Rosinsky

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Midwest Stone LLP

PARTNER

"David Rosinsky"

(Signature)

David Rosinsky

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as
of the Effective Date .

PARTNER

"Samir Abu-Ghazaleh"

(Signature)

SAMIR Abu-Ghazaleh
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Samir Abu-Ghazaleh"

(Signature)

SAMIR Abu-Ghazaleh, M.D.
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Dr. Donald Schellpfeffer"

(Signature)

Donald Schellpfeffer

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Own 4 shares in Siouxland Surgery Center LLP
Independent contractor for Anesthesia services at
Sioux Falls Surgical Center, Merle M. Korman South Dakota
Heart Hospital, Siouxland Surgery Center, Dakota Plains Surgical Center LLP

PARTNER

"Dr. Donald Schellpfeffer"

(Signature)

Donald Schellpfeffer

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

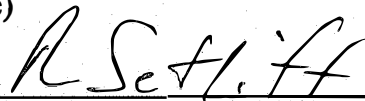
12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"R. Setliff"

(Signature)



(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

DAKOTA DUNES

BLACK HILLS SURGERY CENTER

PARTNER

"R. Setliff"

(Signature)

R Setliff

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

"Dr. Donald Schellpfeffer"

By

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Carly Strand-David Strand"

(Signature)

Carley Strand-David Strand,
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Carly Strand-David Strand"

(Signature)

Carly Strand-David Strand

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Robert C. Suga"

(Signature)

Robert C. Suga MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER .

"Robert C. Suga"

Signature)

Robert C Suga MD
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Bradley Thaemert"

(Signature)

Bradley Thaemert

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

(none) per Dr. Thaemert 3-9-04 BAW

PARTNER

"Bradley Thaemert"

(Signature)

Bradley Thaemert
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its

Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Mel Thaler"

(Signature)

Mel Thaler

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Mel Thaler"

(Signature)

Mel Thaler

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Daniel Todd"

(Signature)

Daniel Todd

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

none

PARTNER

"Daniel Todd"

(Signature)

Daniel Todd

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Daniel G. Tynan"

(Signature)

DANIEL G. TYNAN

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Daniel G. Tynan"

(Signature)

DANIEL G. TYNAN

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"David R. West"

(Signature)

DAVID R. WEST MD

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

OPHTHALMOLOGY LTD SURGICAL CENTER

PARTNER

"David R. West"

(Signature)

DAVID R. WEST MD

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Kirke H. Wheeler"

(Signature)

Kirke H. Wheeler, MD

(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

None

PARTNER

"Kirke H. Wheeler"

(Signature)

Kirke H. Wheeler

(Print Name)

SIUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in Exhibit A to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Patricia S. Wirtz"

(Signature)

Patricia S. Wirtz

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By _____
Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

PARTNER

"Patricia S. Wirtz"

(Signature)

Patricia S. Wirtz

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By *"Dr. Donald Schellpfeffer"*

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"David J. Witzke"

(Signature)

DAVID J. WITZKE, M.D.
(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

Sioxford Surgical Center
Clarke Surgery Assoc Dunes Location

~~PARTNER~~

"David J. Witzke"

(Signature)

DAVID J. WITZKE, M.D.
(Print Name)

STIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

STIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS NON-SOLICITATION, NON-DISCLOSURE, AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered into by and among Sioux Falls Surgical Center, LLP, a South Dakota limited liability partnership (the "Partnership"); Medical Facilities USA, LLC, a Delaware limited liability company ("MF USA"); Sioux Falls Surgical Physicians, LLC, a South Dakota limited liability company (the "Holding Entity"); Sioux Fall Surgical Subco, a South Dakota limited liability company ("Subco"); and the undersigned individual partners of the Partnership (each a "Partner" and, collectively, the "Partners"). The Partnership, MF USA, the Holding Entity, Subco and each Partner are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Partnership is engaged in the business of owning and operating a specialty hospital in Sioux Falls, South Dakota (the "Business");

WHEREAS, the Partners intend to sell a majority of their respective partnership units (the "Transferred Units") in the Partnership, including the goodwill associated therewith, to MF USA in connection with the transactions described in the resolutions previously adopted by the Partners on February 10, 2004 (the "Transactions");

WHEREAS, the Partners intend to transfer the remaining portions of their partnership units in the Partnership (the "Retained Units") to the Holding Entity in connection with the Transactions;

WHEREAS, the Holding Entity intends to transfer the Retained Units to Subco in connection with the Transactions; and

WHEREAS, it is a condition to MF USA's purchase obligation that the Partnership, MF USA, the Holding Entity, Subco and each of the Partners execute this Agreement pursuant to which, among other things, the Partners agree to refrain from carrying on a similar business as the Partnership in order to preserve the economic value and goodwill associated with the Transferred Units being purchased by MF USA;

NOW, THEREFORE, for and in consideration of the Transactions and in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. For purposes of this Agreement, unless otherwise defined herein, the following capitalized terms shall have the meaning assigned to them below:

1.1 "Canco Guarantee" shall mean that certain cash flow guarantee given by the Partnership to the holders of the "Canco Notes" issued by Medical Facilities Corporation, a corporation organized in accordance with the laws of the Province of Ontario ("Canco"), in connection with the Transactions.

1.2 "Competing Business" shall mean a business that owns, operates or provides specialty hospital, general hospital, ambulatory surgery or cardiac catheterization services.

1.3 "Effective Date" shall mean the date on which MF USA has purchased the Transferred Units from the Partners and consummated the Transactions.

1.4 "Market Area" shall have the meaning assigned to such term in Section 2.1 of this Agreement.

1.5 "Proprietary Information" shall mean information related to the Business which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the Partnership that are reasonable under the circumstances to maintain its secrecy. Proprietary Information does not include medical records or information relating to patient care which shall be maintained in accordance with applicable laws and medical standards.

1.6 "Restricted Period" shall mean the period of time beginning on the Effective Date and extending until the earlier of (i) two (2) years after a Partner's termination of his, her or its interest in the Holding Entity, as the case may be; (ii) the Successful Enforcement of the Canco Guarantee against the Partnership; or (iii) the cessation of the Business of the Partnership in the Market Area.

1.7 "Successful Enforcement" shall mean the entry of a judgment in respect of the Canco Guarantee, whether by a court, arbitrator or mediator, regardless of whether or not such judgment is enforced or satisfied in whole or in part, or the commencement of any bankruptcy or similar insolvency proceedings with respect to the Partnership or the appointment of a receiver for the assets or business of the Partnership.

2. Non-Competition and Non-Solicitation. Each of the Partners hereby acknowledges and agrees that the sale of the Transferred Units includes a transfer of the goodwill associated with the Partnership and to preserve the economic value associated therewith, and in consideration of MF USA's purchase of such Partner's Transferred Units, each Partner hereby agrees as follows:

2.1. Except as provided in Section 2.2 of this Agreement, during the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its behalf or in the service of or on the behalf of others, as a director, governor, manager, officer,

trustee, owner (except as an owner of less than 5% of the outstanding stock of a publicly-owned corporation), employee, consultant, advisor, independent contractor or in any other capacity engage in a business that is a Competing Business or receive any compensation in such capacities, directly or indirectly, from a Competing Business, within a one-hundred (100) mile radius of the geographic location of the specialty hospital operated by the Partnership (the "Market Area").

2.2. The Parties hereto acknowledge and agree that:

2.2.1 The appropriate treatment of a patient shall be dictated by such patient's needs and desires and applicable medical ethics. Accordingly, nothing in this Agreement shall be construed to require any Partner to direct his or her patients to facilities operated by the Partnership, and nothing in this Agreement shall be construed to impede and preclude in any way a Partner's right to send patients to any facility which such Partner and patients desire. Further, nothing contained in this Agreement shall preclude the Partners from providing professional medical services as physicians or in any way impede the exercise of their medical judgment.

2.2.2 Nothing contained in this Agreement shall preclude a Partner from performing procedures typically performed in the office setting if no additional license is required for the procedure and it does not typically involve the utilization of a professional anesthesia provider.

2.2.3 Nothing contained in this Agreement shall preclude a Partner from providing services (i) which were provided in the office setting and billed by the Partner or by the professional practice which employs the Partner as of October 15, 2003; (ii) to the extent the Partner (or his or her professional practice) had the capacity to provide such services as of October 15, 2003 with respect to equipment, space and staff (i.e., a Partner will be permitted to expand a competing service to the capacity of an underutilized piece of equipment); and (iii) at no more than the number of sites such services were offered by the Partner (or his or her professional practice) as of October 15, 2003. Notwithstanding the foregoing, a Partner's employment by a general hospital that provides services competing with the Partnership or is a Competing Business shall not be regarded as a breach of the covenant not to compete of such Partner.

2.2.4 The ownership or investment interest of a Partner as described in **Exhibit A** to the counterpart version of this Agreement executed by such Partner shall not be regarded as a breach of the covenant not to compete of such Partner.

2.3 During the Restricted Period, each Party, other than the Partnership, shall not (without obtaining the prior written consent of the Partnership and MF USA), directly or indirectly, on his, her or its own behalf or in the service or on behalf of others, solicit or induce or attempt to solicit or induce any person employed by the Partnership to leave such employment, whether or not such employment is full-time or temporary, pursuant

to a written or oral agreement, or for a determined period or at will, for employment with a Competing Business.

2.4 To the extent that any of the covenants and agreements in Section 2 of this Agreement should be found unreasonable or unenforceable, the Parties or a court shall modify the covenant to the extent necessary to make it enforceable pursuant to applicable law and the intent of the Parties.

2.5 Each Party acknowledges and agrees that if such Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement, such Party shall, as partial payment to the Partnership for the irreparable loss, damage and injury suffered by the Partnership, MF USA, the Holding Entity and Subco as a consequence of such breach or violation, owe to the Holding Entity a sum of money equal to the value of such Party's membership interests in the Holding Entity and any undistributed distributions from the Holding Entity, and each Party hereby grants an irrevocable Power of Attorney to the chair of the Holding Entity's management committee, or other designee of the Holding Entity, to effectuate the transfer of such Party's membership interests in the Holding Entity in the event of such breach or violation by such Party.

2.6 Each Party acknowledges and agrees that, by virtue of his, her or its relationship with the Partnership and his, her, or its knowledge of the affairs, business, referring physicians, patients and operations of the Partnership, irreparable loss, damage and injury will be suffered by the Partnership, MF USA, the Holding Entity and Subco if the Party should breach or violate any of the terms or provisions of the covenants and agreements contained in Section 2 of this Agreement; that such covenants and agreements are made in consequence of and as an inducement to MF USA to consummate the Transactions, purchase the goodwill associated with the Transferred Units and preserve to the Partnership the benefit of the Business of the Partnership, including the assets, properties, business and good will of the Partnership and that each of such covenants and agreements is reasonable and necessary to protect and preserve the benefits of the Transaction. In addition to all of the remedies provided at law or in equity, including the damages provided in Section 2.5 of this Agreement, MF USA, the Partnership, the Holding Entity and Subco shall be entitled to both preliminary and permanent injunctions against any other Party to prevent a breach or contemplated breach by such other Party of any of such covenants and agreements, and the existence of any claim, demand, action or cause of action of such other Party against MF USA, the Partnership, the Holding Entity, Subco or any other Party, as the case may be, shall not constitute a defense to the enforcement by MF USA, the Partnership, the Holding Entity or Subco, of any such covenants or agreements.

2.7 In the event that a Party shall breach any of the covenants set forth in Section 2 of this Agreement, the running of the time period for the applicable restriction shall be tolled during the continuation of any such breach by such Party and the running of the time period shall commence only upon compliance by such Party with the terms of the applicable restriction.

2.8. If a Partner is not a natural person (a "Partner Entity"), each direct and indirect owner of the equity interests of such Partner Entity shall individually sign this Agreement and shall be deemed to be a "Partner" for all purposes of this Agreement, including, without limitation, the covenants set forth in Section 2 of this Agreement, as if such person directly held the partnership units in the Partnership. In furtherance thereof, a breach by any equity owner of the Partner Entity shall be imputed to the Partner Entity and shall be deemed to be a breach by the Partner Entity as if such Partner Entity had directly breached the terms and covenants contained herein, entitling the Partnership and MF USA to exercise any and all rights and remedies against such Partner Entity, including without limitation, collecting the damages set forth in Section 2.5 of this Agreement. Each direct and indirect owner of an equity interest of a Partner Entity acknowledges that such equity owner is receiving a direct benefit from the sale of the majority of the Transferred Interests, including the goodwill of the Partner Entity to MF USA.

3. Non-Disclosure of Proprietary Information. All Proprietary Information and all physical or electronic embodiments thereof are confidential to and are and will remain the sole and exclusive property of the Partnership. Except as compelled by legal process, each Partner will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical or electronic embodiments thereof and in no event will take any action causing, or fail to take the action necessary to prevent, any Proprietary Information to lose its character or cease to qualify as Proprietary Information.

4. Specific Performance. Each Party acknowledges and declares that it is impossible to measure in money the damages that will accrue to the Partnership or MF USA by reason of failure to perform any of the obligations of such Party under this Agreement. Therefore, if MF USA, the Partnership, the Holding Entity or Subco shall institute any action or proceeding to enforce the provisions hereof, the defendant against whom such action or proceeding is brought hereby waives the claim or defense that there is an adequate remedy at law and such defendant shall not urge in any action or proceeding the claim or defense that such remedy at law exists. Each Party further waives any requirement that MF USA, the Partnership, the Holding Entity or Subco submit proof of the economic value of said obligation or post bond as a condition to receive injunctive relief.

5. Binding Effect. This Agreement shall be binding upon the Parties hereto, their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns; and the Parties hereby agree, for themselves and their heirs, legal representatives, guardians, trustees, executors, administrators, successors and assigns, to execute any documents and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

6. Notices. Any notices or other communications to any Party pursuant to or relating to this Agreement and the transactions provided for herein shall be to the address provided in writing to the Partnership.

7. Amendment. This Agreement may not be amended, modified or terminated unless done by written agreement executed by all of the Parties hereto.

8. Survival. Each covenant and agreement set forth herein shall survive the consummation of the Transactions.

9. Further Assurances. Each Party covenants that at any time and from time to time, he, she or it will execute such additional instruments and take such action as may be reasonably requested by the other Parties to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

10. Entire Agreement; Headings. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof and contain all the covenants and agreements among the Parties with respect to such subject matter. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

11. Counterparts; Facsimiles. This Agreement may be executed with multiple counterpart signature pages, all of which together shall constitute one and the same Agreement. Facsimile copies of original executed signature pages shall be regarded with the same force and effect as the original executed signature page.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Dakota without regard to the conflicts of laws provisions thereof. Each of the Parties hereto agrees to submit to the jurisdiction of the courts of South Dakota sitting in the State of South Dakota for the resolution of any disputes under this Agreement and agrees that process in any such action shall be deemed sufficiently served if sent to it by registered mail at its address specified above in Section 6 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date .

PARTNER

"Tim M. Zoellner"

(Signature)

Timothy M. Zoellner
(Print Name)

SIOUX FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

SIOUX FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"
Its Manager

Exhibit A

Pursuant to Section 2.2.4 of this Agreement, the ownership or investment interest of the executing Partner in the Competing Business described below shall not be regarded as a breach of the executing Partner's covenant not to compete.

Competing Business:

MRI at Orthopedic Institute

PARTNER

"Tim M. Zoellner"

(Signature)

Timothy M. Zoellner

(Print Name)

SIoux FALLS SURGICAL CENTER, LLP

"Dr. Donald Schellpfeffer"

By

Its Medical Director

MEDICAL FACILITIES USA, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL PHYSICIANS, LLC

By "Dr. Donald Schellpfeffer"

Its Manager

SIoux FALLS SURGICAL SUBCO, LLC

By "Dr. Donald Schellpfeffer"

Its Manager