

TRANSACTION ENGAGEMENT AGREEMENT

This Transaction Engagement Agreement (the "Agreement") is made by and between Murray Hill Medical Group whose principal place of business is 34th St., New York, NY 10016 (together with its successors and assigns, the "Company") and Partners, LLC, a Massachusetts limited liability company, whose principal place of business is lin Street, Boston, Massachusetts 02110 ("Provident Healthcare"). In consideration of the mutual promises set forth below, the Company and Provident Healthcare contract to the following terms, conditions, and provisions:

Section 1: Engagement.

The Company hereby engages Provident Healthcare to act as its sole and exclusive financial advisor in connection with a possible Transaction. For purposes hereof, the term "Transaction" shall mean, whether in one or a series of transactions, (i) any merger, consolidation, joint venture or other business combination pursuant to which the business of the Company is combined with that of a purchaser (ii) the acquisition by a purchaser, directly or indirectly, of the capital stock of the Company, by way of negotiated purchase or any other means; and/or (iii) the acquisition by a purchaser, directly or indirectly, or some portion of the assets, properties and/or businesses of the Company, by way of a direct or indirect purchase, lease, license, exchange, joint venture, management agreement with a management services organization or other means.

Section 2: Scope of Services. Provident Healthcare agrees to work on the Company's behalf and to devote commercially reasonable time and effort to consummate a Transaction on terms acceptable to the Company. The Company understands that by this Agreement, Provident Healthcare does not guarantee the consummation of a Transaction, but that Provident Healthcare will make an earnest and continued effort to this end until this Agreement has expired or is otherwise extended in writing or terminated. Provident Healthcare's services, without limitation, shall include: (i) preparing reports and presentations describing the Company, its business, the nature of its operations, such financial information as may be appropriate to reflect the Company's financial performance and such other information as is customary or as Provident Healthcare considers appropriate in the circumstances; (ii) identifying and evaluating a refined and targeted list of potential buyers and/or investors ("Prospective Partners"); (iii) initiating contact and arranging introductions with Prospective Partners approved by the Company; (iv) participating in or attending telephonic or in-person management meetings and discussions; (v) coordinating the receipt and comparison of any offers or proposals forthcoming from Prospective Partners; (vi) advising the Company in assessing and negotiating appropriate valuation, transaction structure and related terms and conditions; (vii) analyzing, structuring, negotiating and consummating definitive agreements, including where appropriate, responding to the Company's inquiries and requests for assistance and coordinating the due diligence and transaction closing processes; and (viii) undertaking any other actions as may reasonably be requested by the Company in connection with a Transaction.

Provident Healthcare, for all purposes hereunder, shall be an independent contractor. This Agreement is not intended in any way to create the relationship of principal and agent between the Company and Provident Healthcare, nor shall this Agreement be deemed to have established a partnership or joint venture. Notwithstanding the foregoing, Provident Healthcare shall advise the Company in writing of any conflicts of interest or other engagements that Provident Healthcare or any of its affiliates may have with any Prospective Buyer. To the extent such conflicts exists, Provident Healthcare shall maintain Chinese walls to prevent the dissemination of confidential information to other advisors and clients of Provident Healthcare.

Section 3: Professional Fees. As compensation for services rendered hereunder by Provident Healthcare, the Company agrees to pay Provident Healthcare a fee in an amount calculated as follows:

Portion of Aggregate Transaction Value	Transaction Fee
Less than or equal to \$40,000,000	4% of such value; plus
Greater than or equal to \$40,000,001	5% of such amount