Milford-Franklin Eye Center, LLC

Application #-MFEC-18032715-TO

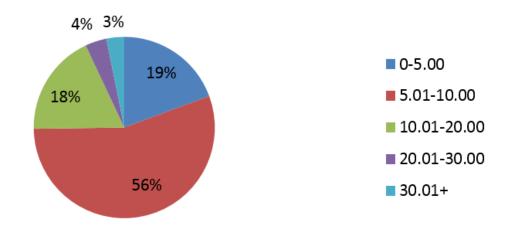
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Exhibit A: Patient Panel



Milford-Franklin Eye Center Patient Demographics - Mileage Radius



Milford-Franklin Eye Center Patient Demographics - Zip Code

REPORT NAME: DPH Demographics (custom reports)

Created by: Chuck Roach
Date Created: 2/27/18

Data Source: Athena Practice Management System

City	Distance	Count	Mile Range	Count
MILFORD	0.0	2,626	0-5.00	4,012
HOPEDALE	1.9	653	5.01-10.00	11,480
MENDON	3.3	733	10.01-20.00	3,774
UPTON	5.6	393	20.01-30.00	789.9
HOPKINTON	7.0	389	30.01+	660
BELLINGHAM	7.2	1,681		
HOLLISTON	7.2	349		
UXBRIDGE	7.9	1,312		
MEDWAY	8.3	1,099		
LINWOOD	8.3	45		

BLACKSTONE	8.4	746
NORTH UXBRIDGE	8.4	40
FRANKLIN	9.5	3,954
WOODVILLE	9.5	3
NORTHBRIDGE	9.7	409
MILLVILLE	9.7	245
WHITINSVILLE	9.8	733
SOUTH GRAFTON	9.9	82
ASHLAND	10.3	63
MILLIS	10.7	239
GRAFTON	11.3	65
SHERBORN	11.3	10
WOONSOCKET	11.7	108
EAST DOUGLAS	12.1	20
SLATERSVILLE	12.4	8
FRAMINGHAM	12.7	51
WESTBOROUGH	12.9	33
NORFOLK	13.2	538
NORTH GRAFTON	13.6	40
MANVILLE	13.8	2
DOUGLAS	13.9	439
NATICK	14.3	16
FOXBORO	14.7	348
MEDFIELD	14.7	63
SHELDONVILLE	14.8	7
SOUTHBOROUGH	15.0	24
CUMBERLAND	15.2	60
ALBION	15.4	2
MILLBURY	15.5	28
MANCHAUG	15.5	10
GLENDALE	16.2	6
SUTTON	16.3	135
WRENTHAM	16.6	917
DOVER	16.9	8
MARLBOROUGH	17.3	35
WELLESLEY	17.3	5
FORESTDALE	17.3	4
PLAINVILLE	17.4	364
NORTHBOROUGH	17.8	17
MAPLEVILLE	17.8	5
HARRISVILLE	18.0	27

WELLESLEY HILLS	18.5	2
NORTH SMITHFIELD	19.0	27
PASCOAG	19.4	19
LINCOLN	19.4	15
WESTWOOD	19.7	10
NEEDHAM	19.9	4
ATTLEBORO FALLS	20.1	19
SHREWSBURY	20.2	28
CHEPACHET	20.2	2
HUDSON	20.5	17
NORTH ATTLEBORO	21.1	418
BERLIN	21.2	2
SOUTH WALPOLE	21.7	18
OXFORD	21.8	25
WEBSTER	22.1	30
SMITHFIELD	22.4	3
MANSFIELD	22.5	235
BOLTON	22.9	4
DEDHAM	24.3	11
BOYLSTON	24.3	4
WALPOLE	24.4	180
PROVIDENCE	24.4	9
DUDLEY	24.7	9
SUDBURY	25.3	3
JOHNSTON	25.3	2
ATTLEBORO	26.0	353
CLINTON	26.0	4
WAYLAND	26.6	4
NORTON	26.8	125
CHARTLEY	26.9	2
WORCESTER	27.3	32
SHARON	27.5	58
AUBURN	27.9	7
CRANSTON	28.4	2
EAST WALPOLE	28.9	30
THOMPSON	29.1	2
HARVARD	29.3	3
NORTH GROSVENORDALE	29.8	4
RAYNHAM	30.9	7
STOUGHTON	31.5	6
WALTHAM	31.6	13

CHERRY VALLEY	31.8	4
NORTH OXFORD	31.9	3
SOUTH EASTON	32.1	10
TAUNTON	32.5	24
PAWTUCKET	32.6	21
CENTRAL FALLS	32.6	2
NEEDHAM HEIGHTS	32.6	2
NEWTON CENTER	32.7	5
NORTH EASTON	32.7	5
NORWOOD	32.8	46
CANTON	32.9	13
WATERTOWN	33.0	5
NORTH DIGHTON	33.3	2
LEOMINSTER	33.5	3
BRIGHTON	33.6	11
LEICESTER	33.8	5
CHARLTON	34.5	8
BARRINGTON	34.5	2
REHOBOTH	34.9	32
WEST ROXBURY	35.6	6
HOLDEN	35.7	6
ACTON	35.7	3
LANCASTER	35.7	2
BROOKLINE	36.3	2
BRIDGEWATER	36.8	12
CAMBRIDGE	36.9	3
LUNENBURG	37.1	2
LEXINGTON	37.4	3
DAYVILLE	37.4	2
BROCKTON	37.5	2
SEEKONK	37.7	14
EAST TAUNTON	38.5	3
ROSLINDALE	39.0	3
WARWICK	39.0	2
BEDFORD	39.2	2
FITCHBURG	39.7	6
BOSTON	40.4	12
MIDDLEBORO	40.9	10
LAKEVILLE	41.6	3
EAST GREENWICH	41.9	3
CHARLESTOWN	42.1	3

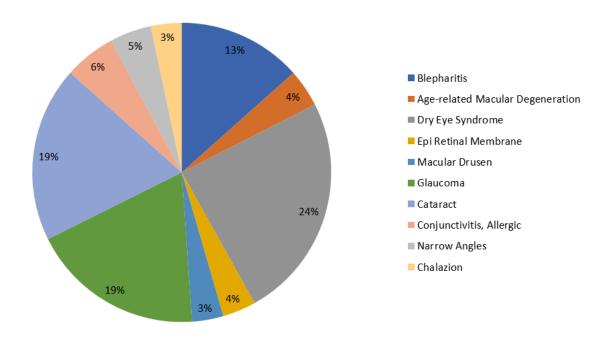
BRAINTREE	42.1	2
QUINCY	42.6	6
BERKLEY	42.7	2
WOBURN	43.0	4
SOUTHBRIDGE	43.7	3
LOWELL	43.8	2
PEPPERELL	43.8	2
MEDFORD	44.0	4
DORCHESTER	44.2	3
NORTH BILLERICA	44.9	2
COVENTRY	45.0	2
BROOKLYN	45.1	2
SOUTH WEYMOUTH	46.0	3
NORTH KINGSTOWN	47.4	2
HUBBARDSTON	47.5	3
WAKEFIELD	47.6	3
BROOKFIELD	47.9	2
MANCHESTER	49.4	3
TYNGSBORO	50.9	3
HAMPTON	51.0	2
BARRE	51.7	2
HINGHAM	51.8	2
FALL RIVER	52.9	5
PLYMOUTH	53.3	7
ANDOVER	53.6	3
WAREHAM	54.5	5
METHUEN	54.7	4
PALMER	54.7	3
HARDWICK	55.0	3
CARVER	55.6	2
EAST WAREHAM	55.7	2
ONSET	56.6	2
NEWPORT	57.5	3
BUZZARDS BAY	57.9	9
HULL	59.0	2
SCITUATE	59.3	4
TIVERTON	59.6	2
FAIRHAVEN	60.5	2
MATTAPOISETT	61.6	3
HAVERHILL	61.9	3
WESTPORT	62.2	3

PORTSMOUTH	62.7	3
SANDWICH	67.6	3
MIDDLETOWN	68.8	3
NORTH FALMOUTH	69.7	3
FALMOUTH	75.7	2
EAST FALMOUTH	76.0	3
MASHPEE	76.8	5
CENTERVILLE	79.5	2
HYANNIS	82.4	3
WINDSOR	83.1	2
SOUTH DENNIS	88.6	3
DENNIS	89.4	3
FLORENCE	90.8	2
BREWSTER	96.2	5
CHATHAM	99.3	2
CONWAY	102.0	2
EAST HADDEN	106.0	2
NORTH EASTHAM	107.0	3
WELLFLEET	113.0	2
GETTYSBURG	418.0	2
HERNDON	439.0	2
FORT MYERS	1420.0	2
NAPLES	1480.0	2
City	Distance	Count

Top Diagnoses

Blepharitis	2789
Age-related Macular Degeneration	844
Dry Eye Syndrome	5071
Epi Retinal Membrane	751
Macular Drusen	706
Glaucoma	3895
Cataract	3939
Conjunctivitis, Allergic	1147
Narrow Angles	941
Chalazion	694

Milford-Franklin Eye Center Top Diagnoses



Row Labels	Count
>Acute Conjunctivitis	
Female	141
Male	109
>Acute Conjunctivitis Total	250
>Age-Related Reticular Degeneration of Retina	66
>Amblyopia	1614
>Anterior Uveitis	148
>Astigmatism	10438
>Benign Neoplasm Choroid/Choroidal Nevus	
Female	341
Male	248
N/A	1
>Benign Neoplasm Choroid/Choroidal Nevus Total	590
>Blepharitis	
Female	1769

Male	1018
N/A	2
>Blepharitis Total	2789
>Blindness OD. Low Vision OS	
Female	1
>Blindness OD. Low Vision OS Total	1
>BRVO	
Female	34
Male	31
>BRVO Total	65
>Chronic Angle Closure Glaucoma	
Female	11
Male	5
>Chronic Angle Closure Glaucoma Total	16
>Chronic Conjunctivitis	
Female	10
Male	8
>Chronic Conjunctivitis Total	18
>Congenital Cataract	
Female	17
Male	17
>Congenital Cataract Total	34
>Corneal Edema, Unspecified	
Female	31
Male	17
>Corneal Edema, Unspecified Total	48
>Corneal Ulcer	
Female	49
Male	33
>Corneal Ulcer Total	82
>CRVO	
Female	25
Male	11
>CRVO Total	36
>Cystoid Macular Degeneration	
Female	78
Male	41
>Cystoid Macular Degeneration Total	119
>Diabetes	
Female	177
Male	215
N/A	3

>Diabetes Total	395
>Diabetic Macular Edema	
Female	56
Male	78
>Diabetic Macular Edema Total	134
>Diplopia	
Female	139
Male	106
N/A	1
>Diplopia Total	246
>Disseminated Retinitis and Retinochoroiditis, Pigment Epitheliopathy	
Female	1
Male	1
>Disseminated Retinitis and Retinochoroiditis, Pigment Epitheliopathy Total	2
>Dry AMD, Unspecified Stage	
Female	537
Male	306
N/A	1
>Dry AMD, Unspecified Stage Total	844
>Dry Eye Syndrome	
Female	3485
Male	1583
N/A	3
>Dry Eye Syndrome Total	5071
>Ectropion	
Female	14
Male	11
>Ectropion Total	25
>Endophthalmitis	
Male	2
>Endophthalmitis Total	2
>Entropion	
Female	56
Male	38
>Entropion Total	94
>Epiphora, Unspecified	
Female	26
Male	11
>Epiphora, Unspecified Total	37
>Epiretinal Membrane	
Female	432
Male	319

>Epiretinal Membrane Total	751
>Episcleritis, Unspecified	
Female	46
Male	33
>Episcleritis, Unspecified Total	79
>Esotropia	
Female	257
Male	242
>Esotropia Total	499
>Exotropia	
Female	191
Male	138
>Exotropia Total	329
>Intermediate Uveitis	
Female	2
Male	3
>Intermediate Uveitis Total	5
>Ischemic Optic Neuropathy	
Female	18
Male	27
>Ischemic Optic Neuropathy Total	45
>Lagophthalmos	
Female	2
>Lagophthalmos Total	2
>Low Tension Glaucoma	
Female	7
Male	1
>Low Tension Glaucoma Total	8
>Macular Drusen	
Female	444
Male	261
N/A	1
>Macular Drusen Total	706
>Macular Hole	
Female	154
Male	59
>Macular Hole Total	213
>Malignant Melanoma	
Female	4
Male	2
>Malignant Melanoma Total	6
>Malignant Neoplasm of Brain, Unspecified	

Female	1
>Malignant Neoplasm of Brain, Unspecified Total	1
>Monocular Esotropia	
Female	1
>Monocular Esotropia Total	1
>Myopia	
Female	5695
Male	4033
N/A	19
>Myopia Total	9747
>Neovascular AMD, Unspecified Stage	
Female	116
Male	43
>Neovascular AMD, Unspecified Stage Total	159
>Neovascular Glaucoma	
Female	2
Male	2
>Neovascular Glaucoma Total	4
>Nonproliferative Diabetic Retinopathy	
Female	39
Male	59
>Nonproliferative Diabetic Retinopathy Total	98
>Normal Tension Glaucoma	
Female	2
>Normal Tension Glaucoma Total	2
>Nystagmus	
Female	14
Male	17
>Nystagmus Total	31
>Ocular Pain	
Female	214
Male	265
>Ocular Pain Total	479
>Optic Atrophy	
Female	8
Male	3
>Optic Atrophy Total	11
>Other Specified Cataract	
Male	1
>Other Specified Cataract Total	1
>Pigmentary Glaucoma	
Male	1

>Pigmentary Glaucoma Total	1
>POAG	
Female	312
Male	287
N/A	3
>POAG Total	602
>Posterior Uveitis	
Female	2
>Posterior Uveitis Total	2
>Primary Angle Closure Glaucoma	
Male	1
>Primary Angle Closure Glaucoma Total	1
>Proliferative Diabetic Retinopathy (PDR)	
Female	28
Male	35
>Proliferative Diabetic Retinopathy (PDR) Total	63
>Pseudoexfoliation Glaucoma	
Female	4
Male	1
>Pseudoexfoliation Glaucoma Total	5
>Pseudophakia	
Female	443
Male	248
>Pseudophakia Total	691
>Pterygium	
Female	59
Male	75
>Pterygium Total	134
>Retinal Detachment, Unspecified	
Female	9
Male	12
>Retinal Detachment, Unspecified Total	21
>Retinal Tear without Detachment	
Female	27
Male	29
>Retinal Tear without Detachment Total	56
>Retinopathy of Prematurity	
Female	3
Male	6
>Retinopathy of Prematurity Total	9
>Retinoschisis	
Female	13

Male	7
>Retinoschisis Total	20
>Rhegmatogenous Retinal Detachment	
Female	25
Male	32
>Rhegmatogenous Retinal Detachment Total	57
>S/P DSEK	
Female	3
>S/P DSEK Total	3
>S/P PRK	
Female	17
Male	7
>S/P PRK Total	24
>S/P Refractive Surgery	
Female	23
Male	14
N/A	1
>S/P Refractive Surgery Total	38
>S/P Vitreo-Retinal Surgery	
Female	26
Male	18
>S/P Vitreo-Retinal Surgery Total	44
>Senile Cataract	
Female	2168
Male	1767
N/A	4
>Senile Cataract Total	3939
>Strabismus	
Female	2
>Strabismus Total	2
>Thyroid Disease	
Female	15
Male	2
>Thyroid Disease Total	17
>Traction Detachment of Retina	17
Female	20
Male	25
>Traction Detachment of Retina Total	45
	45
>Traumatic Glaucoma	4
Male	1
>Traumatic Glaucoma Total	1
>Unspecified Open-Angle Glaucoma	

Female	295
Male	238
N/A	5
>Unspecified Open-Angle Glaucoma Total	538
>Unspecified Ptosis	
Female	183
Male	97
>Unspecified Ptosis Total	280
>Uveitis, Unspecified	
Female	1
Male	4
>Uveitis, Unspecified Total	5
>Vergence Disorders	
Female	1
Male	1
>Vergence Disorders Total	2
3rd Nerve Palsy - Pupil Spared	
Female	5
Male	7
3rd Nerve Palsy - Pupil Spared Total	12
4th Nerve Palsy	
Female	55
Male	64
4th Nerve Palsy Total	119
6th Nerve Palsy	
Female	29
Male	26
6th Nerve Palsy Total	55
Abnormal Smooth Pursuit	
Male	1
Abnormal Smooth Pursuit Total	1
Abscess of Eyelid	
Female	2
Abscess of Eyelid Total	2
AC IOL	
Female	1
AC IOL Total	1
Accommodative Insufficiency	
Female	1
Accommodative Insufficiency Total	1
Accommodative Spasm	
Female	8

Male	5
Accommodative Spasm Total	13
Acquired Absence of Eye	
Female	1
Male	2
Acquired Absence of Eye Total	3
Acquired Color Vision Defect	
Male	1
Acquired Color Vision Defect Total	1
Acute Allergic Conjunctivitis	
Female	734
Male	412
N/A	1
Acute Allergic Conjunctivitis Total	1147
Acute Angle Closure Glaucoma	
Female	3
Male	1
Acute Angle Closure Glaucoma Total	4
Acute Dacryocystitis	
Female	7
Male	6
Acute Dacryocystitis Total	13
Acute Endophthalmitis	
Male	1
Acute Endophthalmitis Total	1
Acute Follicular Conjunctivitis	
Male	1
Acute Follicular Conjunctivitis Total	1
Acute Pain Due to Trauma	
Female	1
Acute Pain Due to Trauma Total	1
Acute Uveitis, Unspecified	
Female	5
Male	2
Acute Uveitis, Unspecified Total	7
After-Cataract, Unspecified	
Female	48
Male	18
After-Cataract, Unspecified Total	66
Age-Related Cataract, Morgagnian Type	
Female	1
Age-Related Cataract, Morgagnian Type Total	1

AIDS	
Female	3
Male	3
N/A	1
AIDS Total	7
AIDS/HIV	
Female	1
Male	2
AIDS/HIV Total	3
Allergic Dermatitis of Eyelid	
Female	7
Male	3
Allergic Dermatitis of Eyelid Total	10
Allergies, Seasonal	
Female	2
Male	3
Allergies, Seasonal Total	5
Alternating Esotropia with V Pattern	
Male	1
Alternating Esotropia with V Pattern Total	1
Alternating Exotropia	
Male	1
Alternating Exotropia Total	1
Alzheimers	
Male	1
Alzheimers Total	1
Amaurosis Fugax	
Female	11
Male	8
Amaurosis Fugax Total	19
Amblyopia Suspect	
Male	1
Amblyopia Suspect Total	1
AMD, Unspecified	
Female	191
Male	128
AMD, Unspecified Total	319
Anatomic Narrow Angle s/p PI	
Female	466
Male	250
Anatomic Narrow Angle s/p PI Total	716
Anatomic Narrow Angles	

Female	612
Male	329
Anatomic Narrow Angles Total	941
Angioid Streaks	
Female	6
Male	5
Angioid Streaks Total	11
Angle Recession	
Male	2
Angle Recession Total	2
Aniridia	
Male	1
Aniridia Total	1
Anisocoria	
Female	38
Male	25
N/A	1
Anisocoria Total	64
Anisometropia	
Female	7
Male	6
Anisometropia Total	13
Ankylosing Spondylitis	
Female	1
Male	1
Ankylosing Spondylitis Total	2
Anophthalmos	
Male	1
Anophthalmos Total	1
Anterior Blepharitis	
Female	4
Male	2
Anterior Blepharitis Total	6
Anterior Scleritis	
Female	1
Male	1
Anterior Scleritis Total	2
Anterior Subcapsular Polar Age-Related Cataract	
Female	1
Anterior Subcapsular Polar Age-Related Cataract Total	
	1
Anterior Subcapsular Polar Infantile and Juvenile Cataract	1

Male	1
Anterior Subcapsular Polar Infantile and Juvenile Cataract Total	2
AOFM Dystrophy	
Female	2
Male	1
AOFM Dystrophy Total	3
Aphakia	
Female	13
Male	15
Aphakia Total	28
Arthritis	
Female	1
Male	1
Arthritis Total	2
Asteroid Hyalosis	
Female	22
Male	23
Asteroid Hyalosis Total	45
Astigmatism, Irregular	
Male	1
Astigmatism, Irregular Total	1
Astigmatism, Regular	
Female	32
Male	16
Astigmatism, Regular Total	48
Atrophic Retinal Hole	
Female	12
Male	17
Atrophic Retinal Hole Total	29
Autism	
Female	8
Male	33
Autism Total	41
Axenfeld Rieger's Syndrome	
Female	1
Male	1
Axenfeld Rieger's Syndrome Total	2
Background Retinopathy, Unspecified	
Female	3
Male	13
Background Retinopathy, Unspecified Total	16
Band Keratopathy	

Female	7
Male	3
Band Keratopathy Total	10
Basal Cell Carcinoma of Eyelid	
Female	3
Male	2
Basal Cell Carcinoma of Eyelid Total	5
Bell's Palsy	
Female	20
Male	18
Bell's Palsy Total	38
Benign Intracranial Hypertension	
Female	12
Male	3
Benign Intracranial Hypertension Total	15
Benign Neoplasm of Conjunctiva	
Female	3
Male	1
Benign Neoplasm of Conjunctiva Total	4
Benign Neoplasm of Eye Part Unspecified	
Female	1
Benign Neoplasm of Eye Part Unspecified Total	1
Benign Neoplasm of Other Specified Parts of Eye	
Female	22
Male	17
Benign Neoplasm of Other Specified Parts of Eye Total	39
Benign Neoplasm of Unspecified Site of Orbit	
Female	3
Male	1
Benign Neoplasm of Unspecified Site of Orbit Total	4
Best Disease	
Female	2
Male	2
Best Disease Total	4
Bitemporal Field Defects	
Male	1
Bitemporal Field Defects Total	1
Black Eye	
Female	1
Black Eye Total	1
Blepharochalasis	
Female	2

Male	2
Blepharochalasis Total	4
Blepharoconjunctivitis Unspecified	
Female	3
Blepharoconjunctivitis Unspecified Total	3
Blepharoptosis	
Female	21
Male	13
Blepharoptosis Total	34
Blepharospasm	
Female	36
Male	33
Blepharospasm Total	69
Blind Eye	
Female	5
Male	9
Blind Eye Total	14
Blind Hypertensive Eye	
Female	2
Male	1
Blind Hypertensive Eye Total	3
Blurred Vision	
Female	18
Male	11
Blurred Vision Total	29
Borderline Diabetes	-
Male	1
Borderline Diabetes Total	1
Branch Retinal Vein Occlusion with Macular Edema	
Female	11
Male	6
Branch Retinal Vein Occlusion with Macular Edema Total	17
BRAO	
Female	9
Male	14
BRAO Total	23
Brow Ptosis	
Male	1
Brow Ptosis Total	1
Brown's Sheath Syndrome	-
Female	2
Male	5
171919	•

Brown's Sheath Syndrome Total	7
Brunescent Cataract	
Female	1
Male	1
Brunescent Cataract Total	2
Bullous Keratopathy	
Female	12
Male	6
Bullous Keratopathy Total	18
Bullous Retinoschisis	
Female	2
Male	4
Bullous Retinoschisis Total	6
Carotid Artery Occlusion without Cerebral Infarction	
Female	1
Carotid Artery Occlusion without Cerebral Infarction Total	1
Cataract, Unspecified	
Female	1
Male	1
Cataract, Unspecified Total	2
Central Corneal Ulcer	
Female	1
Central Corneal Ulcer Total	1
Central Retinal Vein Occlusion with Macular Edema	
Female	13
Male	6
Central Retinal Vein Occlusion with Macular Edema Total	19
Cerebral Infarction, Unspecified	
Female	2
Male	2
Cerebral Infarction, Unspecified Total	4
Cerebral Palsy	
Female	1
Male	1
Cerebral Palsy Total	2
Cerebrovascular Accident (CVA)	
Female	1
Cerebrovascular Accident (CVA) Total	1
Cerebrovascular Disease, Unspecified	
Female	6
Male	8
Cerebrovascular Disease, Unspecified Total	14

Chalazion	
Female	429
Male	265
Chalazion Total	694
Changes in Vascular Appearance of Retina	
Female	2
Changes in Vascular Appearance of Retina Total	2
Chemical Conjunctivitis	
Female	2
Male	3
Chemical Conjunctivitis Total	5
Chiasm compression d/t Pituitary Neoplasm	
Female	3
Male	2
Chiasm compression d/t Pituitary Neoplasm Total	5
Chorioretinal Scar, Other	
Female	20
Male	17
Chorioretinal Scar, Other Total	37
Chorioretinal Scars, Macula	
Female	50
Male	50
Chorioretinal Scars, Macula Total	100
Chorioretinal Scars, Peripheral	
Female	71
Male	49
N/A	1
Chorioretinal Scars, Peripheral Total	121
Chorioretinal Scars, Posterior Pole	
Female	1
Chorioretinal Scars, Posterior Pole Total	1
Choroidal Degeneration, Unspecified	
Female	1
Choroidal Degeneration, Unspecified Total	1
Choroidal Detachment, Unspecified	
Female	1
Male	1
Choroidal Detachment, Unspecified Total	2
Choroidal Neovascularization (CNV)	
Female	16
Male	10
Choroidal Neovascularization (CNV) Total	26

Choroidal Rupture

Choroldal Rupture	
Male	2
Choroidal Rupture Total	2
Chronic Angle Closure Glaucoma, Mild	
Female	2
Chronic Angle Closure Glaucoma, Mild Total	2
Chronic Angle Closure Glaucoma, Moderate	
Female	1
Chronic Angle Closure Glaucoma, Moderate Total	1
Chronic Angle Closure Glaucoma, Unspecified	
Female	1
Chronic Angle Closure Glaucoma, Unspecified Total	1
Chronic Dacryocystitis	
Female	1
Chronic Dacryocystitis Total	1
Chronic Follicular Conjunctivitis	
Female	1
Chronic Follicular Conjunctivitis Total	1
Chronic Sinusitis, Unspecified	
Male	1
Chronic Sinusitis, Unspecified Total	1
Chronic Total/Subtotal RD	
Female	6
Male	5
Chronic Total/Subtotal RD Total	11
Chronic Uveitis	
Female	4
Male	5
Chronic Uveitis Total	9
Cicatricial Ectropion	
Female	1
Male	1
Cicatricial Ectropion Total	2
Classic Migraine	
Female	38
Male	12
Classic Migraine Total	50
Coats Disease	
Male	1
Coats Disease Total	1
Color Vision Defect, Deutan	
-	

Male	1
Color Vision Defect, Deutan Total	1
Color Vision Defect, Other	
Male	4
Color Vision Defect, Other Total	4
Color Vision Defect, Protan	
Female	1
Male	22
Color Vision Defect, Protan Total	23
Color Vision Defect, Tritan	
Male	1
Color Vision Defect, Tritan Total	1
Combined Forms of Age-Related Cataract	
Female	2
Male	1
Combined Forms of Age-Related Cataract Total	3
Combined Senile Cataract	
Female	1
Male	3
Combined Senile Cataract Total	4
Common Migraine	
Female	4
Male	3
Common Migraine Total	7
Commotio Retinae	
Male	2
Commotio Retinae Total	2
Congenital Anomalies of Anterior Segment	
Female	5
Male	2
Congenital Anomalies of Anterior Segment Total	7
Congenital Capsular and Subcapsular Cataract	
Female	2
Male	3
Congenital Capsular and Subcapsular Cataract Total	5
Congenital Cortical and Zonular Cataract	
Female	5
Male	8
Congenital Cortical and Zonular Cataract Total	13
Congenital Hypertrophy of the RPE	
Female	26
Male	16

Congenital Hypertrophy of the RPE Total	42
Congenital Nuclear Cataract	
Female	16
Male	5
Congenital Nuclear Cataract Total	21
Congenital Stationary Night Blindness	
Male	1
Congenital Stationary Night Blindness Total	1
Conjunctival Abrasion	
Female	1
Male	3
Conjunctival Abrasion Total	4
Conjunctival Concretions	
Female	1
Male	1
Conjunctival Concretions Total	2
Conjunctival Cyst	
Female	24
Male	13
Conjunctival Cyst Total	37
Conjunctival Degenerations and Deposits	
Male	1
Conjunctival Degenerations and Deposits Total	1
Conjunctival Deposits	
Male	1
Conjunctival Deposits Total	1
Conjunctival Disorder, Unspecified	
Female	2
Male	3
Conjunctival Disorder, Unspecified Total	5
Conjunctival Laceration	
Male	2
Conjunctival Laceration Total	2
Conjunctival Pigmentations	
Female	30
Male	32
Conjunctival Pigmentations Total	62
Conjunctivitis, Unspecified	
Female	5
Male	3
Conjunctivitis, Unspecified Total	8
Conjunctivochalasis	

Female	1
Male	1
Conjunctivochalasis Total	2
Contact Lens	
Female	18
Male	5
Contact Lens Total	23
Contusion of Eye	
Female	11
Male	22
Contusion of Eye Total	33
Contusion of Eyeball and Orbital Tissues	
Female	4
Male	2
N/A	1
Contusion of Eyeball and Orbital Tissues Total	7
Contusion of Eyelids and Periorbital Area	
Female	17
Male	23
Contusion of Eyelids and Periorbital Area Total	40
Convergence Insufficiency or Palsy	
Female	4
Male	12
Convergence Insufficiency or Palsy Total	16
Corneal Abrasion	
Female	106
Male	120
Corneal Abrasion Total	226
Corneal Deformity Unspecified	
Female	2
Male	3
Corneal Deformity Unspecified Total	5
Corneal Degeneration	
Female	1
Male	1
Corneal Degeneration Total	2
Corneal Dystrophy, Other	
Female	1
Male	1
Corneal Dystrophy, Other Total	2
Corneal Dystrophy, Unspecified	
Female	5

Male	2
Corneal Dystrophy, Unspecified Total	7
Corneal Ectasia	
Female	2
Male	1
Corneal Ectasia Total	3
Corneal Edema, Secondary	
Female	3
Corneal Edema, Secondary Total	3
Corneal Foreign Body	
Female	32
Male	167
Corneal Foreign Body Total	199
Corneal Graft Rejection	
Female	4
Male	3
Corneal Graft Rejection Total	7
Corneal Opacity	
Female	3
Male	1
Corneal Opacity Total	4
Corneal Pannus	
Female	17
Male	24
Corneal Pannus Total	41
Corneal Pigmentations and Deposits	
Female	1
Corneal Pigmentations and Deposits Total	1
Corneal Scar	
Female	60
Male	77
Corneal Scar Total	137
Corneal Scarring	
Female	43
Male	37
Corneal Scarring Total	80
Corneal Transplant	
Female	8
Male	14
Corneal Transplant Total	22
Cortical Age-Related Cataract	
Female	20

Male	17
Cortical Age-Related Cataract Total	37
Cortical Blindness	
Female	2
Cortical Blindness Total	2
Cotton Wool Spots	
Female	5
Male	9
Cotton Wool Spots Total	14
CRAO	
Female	5
Male	9
CRAO Total	14
Crohn's Disease	
Female	3
Male	3
Crohn's Disease Total	6
CSR	
Female	21
Male	54
CSR Total	75
Cysts of Eyelids	
Female	9
Male	3
Cysts of Eyelids Total	12
Deprivation Amblyopia	
Male	1
Deprivation Amblyopia Total	1
Dermatochalasis	
Female	27
Male	24
Dermatochalasis Total	51
Dermoid (Orbit)	
Female	3
Male	5
Dermoid (Orbit) Total	8
Developmental Delay	
Female	5
Male	4
Developmental Delay Total	9
Diabetes Mellitus Type 2 with Other Diabetic Ophthalmic Complication	
Female	1

Diabetes Mellitus Type 2 with Other Diabetic Ophthalmic Complication Total	1
Diabetes Type I with Ocular Complications	
Female	26
Male	22
Diabetes Type I with Ocular Complications Total	48
Diabetes Type I, No Ocular Complications	
Female	102
Male	100
Diabetes Type I, No Ocular Complications Total	202
Diabetes Type I, Uncontrolled, No Ocular Complications	
Female	9
Male	13
Diabetes Type I, Uncontrolled, No Ocular Complications Total	22
Diabetes Type II with Ocular Complications	
Female	117
Male	145
Diabetes Type II with Ocular Complications Total	262
Diabetes Type II, Controlled on Pump, No Ocular Complications	
Female	1
Diabetes Type II, Controlled on Pump, No Ocular Complications Total	1
Diabetes Type II, No Ocular Complications	
Female	773
Male	936
N/A	2
Diabetes Type II, No Ocular Complications Total	171 1
Diabetes Type II, Uncontrolled with Ocular Complications	
Female	11
Male	14
Diabetes Type II, Uncontrolled with Ocular Complications Total	25
Diabetes Type II, Uncontrolled, No Ocular Complications	
Female	81
Male	91
N/A	1
Diabetes Type II, Uncontrolled, No Ocular Complications Total	173
Diabetes, Controlled on Pump, No Ocular Complications	
Female	2
Diabetes, Controlled on Pump, No Ocular Complications Total	2
Diabetes, Uncontrolled Type I with Ocular Complications	
Male	1
Diabetes, Uncontrolled Type I with Ocular Complications Total	1
Diabetes, Uncontrolled Type II with Ocular Complications	
Female	3

Diabetes, Uncontrolled Type II with Ocular Complications Total	3
Diabetes, Unspecified with Ocular Complications	
Male	1
Diabetes, Unspecified with Ocular Complications Total	1
Diabetic Retinopathy, Unspecified	
Female	19
Male	26
Diabetic Retinopathy, Unspecified Total	45
Diabetic Tractional Retinal Detachment involving the Macula	
Female	1
Diabetic Tractional Retinal Detachment involving the Macula Total	1
Dislocated Lens, Posterior	
Female	1
Dislocated Lens, Posterior Total	1
Disruption of Operation Wound	
Male	1
Disruption of Operation Wound Total	1
Disseminated Chorioretinitis, Generalized	
Female	1
Male	2
Disseminated Chorioretinitis, Generalized Total	3
Disseminated Chorioretinitis, Posterior Pole	
Male	2
Disseminated Chorioretinitis, Posterior Pole Total	2
Disseminated Chorioretinitis, Unspecified	
Female	1
Disseminated Chorioretinitis, Unspecified Total	1
Dissociated Vertical Deviation (DVD)	
Female	10
Male	8
Dissociated Vertical Deviation (DVD) Total	18
Divergence Insuffiency	
Female	1
Divergence Insuffiency Total	1
Dizziness and Giddiness	
Female	2
Male	1
Dizziness and Giddiness Total	3
Down Syndrome	
Female	18
Male	20

Down Syndrome Total	38
Drug Induced, Toxic Refractive Change	
Male	1
Drug Induced, Toxic Refractive Change Total	1
Dry AMD, Advanced Atrophic with Subfoveal Involvement	
Female	17
Male	3
Dry AMD, Advanced Atrophic with Subfoveal Involvement Total	20
Dry AMD, Advanced Atrophic without Subfoveal Involvement	
Female	34
Male	8
Dry AMD, Advanced Atrophic without Subfoveal Involvement Total	42
Dry AMD, Early Dry Stage	
Female	31
Male	18
Dry AMD, Early Dry Stage Total	49
Dry AMD, Intermediate Dry Stage	
Female	74
Male	43
Dry AMD, Intermediate Dry Stage Total	117
Duane's Syndrome	
Female	9
Male	8
Duane's Syndrome Total	17
Dystrophies of the Retinal Pigment Epithelium	
Female	28
Male	20
Dystrophies of the Retinal Pigment Epithelium Total	48
Edema of Unspecified Eye, Unspecified Eyelid	
Female	9
Male	2
Edema of Unspecified Eye, Unspecified Eyelid Total	11
Endothelial Corneal Dystrophy	
Female	1
Male	1
Endothelial Corneal Dystrophy Total	2
Epiphora	
Female	5
Male	6
Epiphora Total	11
Epiphora Due to Excess Lacrimation	
iphora Due to Excess Lacrimation Male	

Epiphora Due to Excess Lacrimation Total	1
Esophoria E	
Female	1
Male	2
Esophoria E Total	3
Esotropia ET	
Female	13
Male	19
Esotropia ET Total	32
Esotropia, Accommodative	
Female	177
Male	159
Esotropia, Accommodative Total	336
Exam of Eyes and Vision	
Female	33
Male	29
Exam of Eyes and Vision Total	62
Exophoria	
Female	7
Male	7
Exophoria Total	14
Exophthalmos Unspecified	
Female	13
Male	3
Exophthalmos Unspecified Total	16
Exotropia	
Male	2
Exotropia Total	2
Exotropia X(T)	
Female	7
Male	3
Exotropia X(T) Total	10
Exotropia XT	
Female	55
Male	61
Exotropia XT Total	116
Exposure Keratoconjunctivitis	
Female	1
Male	1
Exposure Keratoconjunctivitis Total	2
External Hordeolum	
Female	4

Male	1
External Hordeolum Total	5
Eyelid Lesion, Benign	
Female	120
Male	81
N/A	1
Eyelid Lesion, Benign Total	202
Eyelid Lesion, Uncertain Behavior	
Male	1
Eyelid Lesion, Uncertain Behavior Total	1
Eyelid Papilloma	
Female	14
Male	5
Eyelid Papilloma Total	19
Facial Myokymia	
Female	3
Male	1
Facial Myokymia Total	4
Family History of Blindness or Vision Loss	
Male	1
Family History of Blindness or Vision Loss Total	1
Family History of Glaucoma	
Female	3
Male	2
Family History of Glaucoma Total	5
Family History of Other Specified Eye Disorder	
Female	1
Family History of Other Specified Eye Disorder Total	1
Filamentary Keratitis	
Female	2
Male	1
Filamentary Keratitis Total	3
Filtering Bleb	
Male	1
Filtering Bleb Total	1
Flat Retinoschisis	
Female	4
Male	3
Flat Retinoschisis Total	7
Floaters	<u> </u>
Female	18
Male	13

Floaters Total	31
Floppy Eyelid Syndrome	
Female	2
Male	3
Floppy Eyelid Syndrome Total	5
Focal Chorioretinitis	
Female	1
Focal Chorioretinitis Total	1
Focal Choroiditis, Juxtapapillary	
Female	1
Male	1
Focal Choroiditis, Juxtapapillary Total	2
Foreign Body in Conjunctival Sac, Unspecified Eye	
Female	3
Male	2
Foreign Body in Conjunctival Sac, Unspecified Eye Total	5
Fuchs' Corneal Dystrophy	
Female	115
Male	46
Fuchs' Corneal Dystrophy Total	161
Fuchs' Heterochromic Iridocyclitis	
Female	1
Male	2
Fuchs' Heterochromic Iridocyclitis Total	3
Full-Thickness Laceration of Eyelid, Not Involving Lacrimal Passages	
Male	1
Full-Thickness Laceration of Eyelid, Not Involving Lacrimal Passages Total	1
Generalized Contraction of Visual Field	
Male	1
Generalized Contraction of Visual Field Total	1
Glaucoma Associated with Systemic Syndromes	
Female	1
Glaucoma Associated with Systemic Syndromes Total	1
Glaucoma Suspect, High Risk	
Female	101
Male	58
N/A	1
Glaucoma Suspect, High Risk Total	160
Glaucoma Suspect, Low Risk	
Female	1583
Male	1147
N/A	25

Glaucoma Suspect, Low Risk Total	2755
Glaucoma, Unspecified	
Female	6
Male	2
Glaucoma, Unspecified Total	8
Granuloma of Conjunctiva	
Female	2
Granuloma of Conjunctiva Total	2
Granuloma of Orbit	
Female	2
Granuloma of Orbit Total	2
Graves' Disease	
Female	13
Male	5
Graves' Disease Total	18
Headache	
Female	169
Male	68
Headache Total	237
Hemangioma of Retina	
Female	2
Male	3
Hemangioma of Retina Total	5
Hemangioma of Skin and Subcutaneous Tissue	
Female	3
Male	6
Hemangioma of Skin and Subcutaneous Tissue Total	9
Hemorrhage of Eyelid	
Male	1
Hemorrhage of Eyelid Total	1
Hemorrhagic Pigment Epithelial Detachment	
Female	2
Male	1
Hemorrhagic Pigment Epithelial Detachment Total	3
Hepatitis	
Male	3
Hepatitis Total	3
Hereditary Choroidal Dystrophy or Atrophy, Unspecified	
Female	1
Hereditary Choroidal Dystrophy or Atrophy, Unspecified Total	1
Herpes Simplex Disciform Keratitis	
Female	9

Male	10
Herpes Simplex Disciform Keratitis Total	19
Herpes Simplex with Ophthalmic Complication	
Female	37
Male	26
Herpes Simplex with Ophthalmic Complication Total	63
Herpes Zoster Dermatitis	
Female	20
Male	11
Herpes Zoster Dermatitis Total	31
Herpes Zoster Iridocyclitis	
Female	2
Herpes Zoster Iridocyclitis Total	2
Herpes Zoster Keratouveitis	
Female	2
Male	2
Herpes Zoster Keratouveitis Total	4
Herpes Zoster Ophthalmicus	
Female	43
Male	25
Herpes Zoster Ophthalmicus Total	68
Herpesviral Iridocyclitis	
Female	2
Male	3
Herpesviral Iridocyclitis Total	5
Herpesviral Keratitis	
Female	18
Male	11
Herpesviral Keratitis Total	29
High Hyperopia	
Male	1
High Hyperopia Total	1
High Myopia	
Female	91
Male	71
N/A	1
High Myopia Total	163
Histoplasmosis Capsulati, Unspecified	
Female	3
Male	2
Histoplasmosis Capsulati, Unspecified Total	5
HIV Disease	J

Female	1
Male	1
HIV Disease Total	2
Homonymous Bilateral Field Defects	
Male	2
Homonymous Bilateral Field Defects Total	2
Hordeolum Internum	
Female	16
Male	10
Hordeolum Internum Total	26
Horner's Syndrome	
Female	4
Male	3
Horner's Syndrome Total	7
Horseshoe Tear	
Female	10
Male	15
Horseshoe Tear Total	25
Hydrocephalus	
Male	2
Hydrocephalus Total	2
Hyperopia	
Female	2370
Male	1660
N/A	12
Hyperopia Total	4042
Hypertensive Retinopathy	
Female	26
Male	19
Hypertensive Retinopathy Total	45
Hyperthyroidism	
Female	1
Male	1
Hyperthyroidism Total	2
Hypertrichosis of Eyelid	
Male	1
Hypertrichosis of Eyelid Total	1
Hypertropia	
Female	12
Male	6
Hypertropia Total	18
Hyphema	

Female	2
Male	3
Hyphema Total	5
Hypothyroidism	
Female	2
Hypothyroidism Total	2
Hypotony	
Female	2
Male	1
Hypotony Total	3
Hypotropia	
Male	1
Hypotropia Total	1
Idiopathic Iris Cyst	
Female	1
Male	2
Idiopathic Iris Cyst Total	3
Incipient Senile Cataract	
Female	11
Male	4
Incipient Senile Cataract Total	15
Infantile and Juvenile Cortical, Lamellar, or Zonular Cataract	
Female	3
Male	6
Infantile and Juvenile Cortical, Lamellar, or Zonular Cataract Total	9
Infantile and Juvenile Nuclear Cataract	
Female	3
Male	2
Infantile and Juvenile Nuclear Cataract Total	5
Intermittent Esotropia Alternating	
Female	6
Male	6
Intermittent Esotropia Alternating Total	12
Intermittent Exotropia Alternating	
Female	1
Male	2
Intermittent Exotropia Alternating Total	3
Intermittent Exotropia Monocular	
Male	1
Intermittent Exotropia Monocular Total	1
Internal Hordeolum	
Female	8

Male	3
Internal Hordeolum Total	11
Interstitial Keratitis, Unspecified	
Female	1
Interstitial Keratitis, Unspecified Total	1
Involutional Ectropion	
Male	4
Involutional Ectropion Total	4
Involutional Entropion	
Female	8
Male	5
Involutional Entropion Total	13
Iridodialysis	
Female	1
Iridodialysis Total	1
Iris Nevus	
Female	16
Male	10
Iris Nevus Total	26
Juvenile Rheumatoid Arthritis	
Female	5
Juvenile Rheumatoid Arthritis Total	5
Juvenile Rheumatoid Uveitis	
Female	6
Male	2
Juvenile Rheumatoid Uveitis Total	8
Keratoconjunctivitis	
Female	3
Male	1
Keratoconjunctivitis Total	4
Keratoconjunctivitis Due to Adenovirus	
Male	1
Keratoconjunctivitis Due to Adenovirus Total	1
Keratoconjunctivitis Sicca	
Female	47
Male	24
Keratoconjunctivitis Sicca Total	71
Keratoconus, Stable Condition	
Female	21
Male	44
Keratoconus, Stable Condition Total	65
Keratoconus, Unspecified	

Female	16
Male	29
Keratoconus, Unspecified Total	45
Kidney Disease	
Female	1
Kidney Disease Total	1
Laceration - Eyelid/Periocular	
Male	1
Laceration - Eyelid/Periocular Total	1
Latent Nystagmus	
Female	4
Male	5
Latent Nystagmus Total	9
Lattice Degeneration of Retina	
Female	85
Male	49
Lattice Degeneration of Retina Total	134
Legal Blindness	
Female	4
Male	10
Legal Blindness Total	14
Lichen Planus	
Female	1
Lichen Planus Total	1
Lid Retraction or Lag	
Female	1
Male	2
Lid Retraction or Lag Total	3
Long Term/Current Use of Plaquenil Therapy	
Female	38
Male	10
Long Term/Current Use of Plaquenil Therapy Total	48
Low Myopia	
Female	30
Male	30
Low Myopia Total	60
Low Tension Glaucoma, Mild	
Female	4
Male	1
Low Tension Glaucoma, Mild Total	5
Low Tension Glaucoma, Moderate	
Female	1

Male	1
Low Tension Glaucoma, Moderate Total	2
Low Tension Glaucoma, Severe	
Female	2
Male	2
Low Tension Glaucoma, Severe Total	4
Lyme Disease	
Female	3
Male	4
Lyme Disease Total	7
Macular Cyst	
Female	10
Male	4
Macular Cyst Total	14
Macular Fine Drusen	
Female	9
Male	4
Macular Fine Drusen Total	13
Malignant Neoplasm of Conjunctiva	
Female	1
Male	1
Malignant Neoplasm of Conjunctiva Total	2
Marcus-Gunn Syndrome	
Female	1
Marcus-Gunn Syndrome Total	1
Marfan's Syndrome	
Female	1
Male	2
Marfan's Syndrome Total	3
Marginal Corneal Ulcer	
Female	16
Male	11
Marginal Corneal Ulcer Total	27
Mature Cataract	
Female	1
Male	3
Mature Cataract Total	4
Mechanical Ectropion	
Female	1
Mechanical Ectropion Total	1
Mechanical Entropion	
Male	1

Mechanical Entropion Total	1
Mechanical Ptosis	
Female	31
Male	10
Mechanical Ptosis Total	41
Meibomian Gland Dysfunction	
Female	17
Male	12
Meibomian Gland Dysfunction Total	29
Microcystoid Degeneration of Retina	
Female	1
Male	2
Microcystoid Degeneration of Retina Total	3
Migraine	
Female	25
Male	10
Migraine Total	35
Mild Nonproliferative Diabetic Retinopathy	
Female	59
Male	62
Mild Nonproliferative Diabetic Retinopathy Total	121
Miosis	
Female	33
Male	33
Miosis Total	66
Moderate Myopia	
Female	37
Male	23
Moderate Myopia Total	60
Moderate Nonproliferative Diabetic Retinopathy	
Female	37
Male	38
Moderate Nonproliferative Diabetic Retinopathy Total	75
Molluscum Contagiosum	
Female	4
Molluscum Contagiosum Total	4
Monocular Diplopia	
Female	1
Male	1
Monocular Diplopia Total	2
Multiple Retinal Defects Without Detachment	
Female	1

Male	1
Multiple Retinal Defects Without Detachment Total	2
Multiple Sclerosis	
Female	65
Male	13
Multiple Sclerosis Total	78
Myasthenia Gravis	
Female	5
Myasthenia Gravis Total	5
Myelinated Nerve Fiber Layer, Optic Nerve	
Female	4
Male	5
Myelinated Nerve Fiber Layer, Optic Nerve Total	9
Myelinated Nerve Fiber Layer, Retina	
Female	2
Male	1
Myelinated Nerve Fiber Layer, Retina Total	3
Myocardial Infarction (MI), Acute	
Female	1
Myocardial Infarction (MI), Acute Total	1
Myopic Degeneration	
Female	95
Male	44
Myopic Degeneration Total	139
Neoplasm of Uncertain Behavior (Eye)	
Female	1
Neoplasm of Uncertain Behavior (Eye) Total	1
Neovascular AMD with Active CNV	
Female	55
Male	32
Neovascular AMD with Active CNV Total	87
Neovascular AMD with Inactive CNV	
Female	19
Male	7
Neovascular AMD with Inactive CNV Total	26
Neovascular AMD with Inactive Scar	
Female	17
Male	6
Neovascular AMD with Inactive Scar Total	23
Neovascular Glaucoma, Severe	
Male	1
Neovascular Glaucoma, Severe Total	1

Neovascularization of Iris

Neovascularization of Iris	
Female	5
Male	8
Neovascularization of Iris Total	13
Neurofibromatosis	
Female	6
Male	2
Neurofibromatosis Total	8
Neurofibromatosis Type 1	
Female	4
Neurofibromatosis Type 1 Total	4
Neuroretinitis	
Female	2
Neuroretinitis Total	2
Neurotrophic Keratoconjunctivitis	
Female	6
Male	5
Neurotrophic Keratoconjunctivitis Total	11
Night Blindness, Unspecified	
Female	1
Night Blindness, Unspecified Total	1
Normal Tension Glaucoma, Mild	
Female	2
Male	2
Normal Tension Glaucoma, Mild Total	4
Normal Tension Glaucoma, Moderate	
Female	3
Male	1
Normal Tension Glaucoma, Moderate Total	4
Normal Tension Glaucoma, Severe	
Female	1
Male	1
Normal Tension Glaucoma, Severe Total	2
Nuclear Sclerosis	
Female	2615
Male	1970
N/A	9
Nuclear Sclerosis Total	4594
Nutritional Optic Neuropathy	
Female	3
Nutritional Optic Neuropathy Total	3
Nystagmus, Congenital	

Female	20
Male	29
Nystagmus, Congenital Total	49
Nystagmus, Other	
Female	7
Nystagmus, Other Total	7
Obstruction of Nasolacrimal Duct Neonatal	
Female	13
Male	12
Obstruction of Nasolacrimal Duct Neonatal Total	25
Ocular Cicatricial Pemphigoid	
Male	1
Ocular Cicatricial Pemphigoid Total	1
Ocular Hypertension	
Female	10
Male	11
Ocular Hypertension Total	21
Ocular Laceration Without Prolapse or Loss of Intraocular Tissue	
Male	3
Ocular Laceration Without Prolapse or Loss of Intraocular Tissue Total	3
Ocular Migraine	
Female	204
Male	112
N/A	1
Ocular Migraine Total	317
Ocular Prosthesis	
Female	3
Male	3
Ocular Prosthesis Total	6
Oculocutaneous Albinism	
Female	6
Male	2
Oculocutaneous Albinism Total	8
Open Angle Glaucoma, Unspecified, Indeterminate	
Female	10
Male	9
Open Angle Glaucoma, Unspecified, Indeterminate Total	19
Open Angle Glaucoma, Unspecified, Mild	
Female	258
Male	202
N/A	2
Open Angle Glaucoma, Unspecified, Mild Total	462

Open Angle Glaucoma, Unspecified, Moderate	
Female	47
Male	47
Open Angle Glaucoma, Unspecified, Moderate Total	94
Open Angle Glaucoma, Unspecified, Severe	
Female	29
Male	27
Open Angle Glaucoma, Unspecified, Severe Total	56
Open Angle Glaucoma, Unspecified, Unspecified Stage	
Female	4
Male	9
Open Angle Glaucoma, Unspecified, Unspecified Stage Total	13
Operculated Retinal Tear	
Female	3
Male	4
Operculated Retinal Tear Total	7
Operculated Tear	
Female	9
Male	12
Operculated Tear Total	21
Optic Atrophy (w/ Retinal Dystrophy)	
Female	1
Male	3
Optic Atrophy (w/ Retinal Dystrophy) Total	4
Optic Disc Drusen	
Female	20
Male	8
Optic Disc Drusen Total	28
Optic Disc Hemorrhage	
Optic Disc Heliforniage	
Female	2
	2
Female	
Female Optic Disc Hemorrhage Total	
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma	2
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female	1
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male	1 3
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male Optic Nerve Coloboma Total	1 3
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male Optic Nerve Coloboma Total Optic Nerve Hypoplasia	1 3 4
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male Optic Nerve Coloboma Total Optic Nerve Hypoplasia Female	1 3 4
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male Optic Nerve Coloboma Total Optic Nerve Hypoplasia Female Male	1 3 4
Female Optic Disc Hemorrhage Total Optic Nerve Coloboma Female Male Optic Nerve Coloboma Total Optic Nerve Hypoplasia Female Male Optic Nerve Hypoplasia Female Male	1 3 4

Optic Nerve Pit Total	3
Optic Neuritis	
Female	28
Male	13
Optic Neuritis Total	41
Optic Papillitis	
Female	2
Male	1
Optic Papillitis Total	3
Orbital Capillary Hemangioma	
Female	1
Orbital Capillary Hemangioma Total	1
Orbital Cellulitis	
Female	2
Male	1
Orbital Cellulitis Total	3
Orbital Floor Fracture, Closed	
Female	2
Male	9
Orbital Floor Fracture, Closed Total	11
Orbital Floor Fracture, Open	
Female	1
Orbital Floor Fracture, Open Total	1
Other Age-Related Cataract	
Female	18
Male	4
Other Age-Related Cataract Total	22
Other Cataract	
Female	1
Male	1
Other Cataract Total	2
Other Chronic Allergic Conjunctivitis	
Female	215
Male	161
N/A	1
Other Chronic Allergic Conjunctivitis Total	377
Other congenital malformations of posterior segment of eye	
Female	2
Male	1
Other congenital malformations of posterior segment of eye Total	3
Other Corneal Disorders	
Female	1

Male	1
Other Corneal Disorders Total	2
Other Diffuse or Generalized Dystorphy of Choroid, Partial	
Male	1
Other Diffuse or Generalized Dystorphy of Choroid, Partial Total	1
Other Disorders of Choroid	
Female	1
Male	1
Other Disorders of Choroid Total	2
Other Disorders of Eyelid	
Female	1
Other Disorders of Eyelid Total	1
Other Disorders of Iris and Ciliary Body	
Female	1
Other Disorders of Iris and Ciliary Body Total	1
Other Disorders of Optic Nerve, not Elsewhere Classified	
Female	1
Other Disorders of Optic Nerve, not Elsewhere Classified Total	1
Other Dystrophies Primary Involving the Sensory Retina	
Female	3
Other Dystrophies Primary Involving the Sensory Retina Total	3
Other Forms of Migraine	
Female	2
Other Forms of Migraine Total	2
Other Hereditary Corneal Dystrophies	
Female	57
Male	21
Other Hereditary Corneal Dystrophies Total	78
Other Herpesviral Disease of Eye	
Female	10
Male	1
Other Herpesviral Disease of Eye Total	11
Other Long Term (Current) Drug Therapy	
Female	72
Male	17
Other Long Term (Current) Drug Therapy Total	89
Other Mechanical Complication of Intraocular Lens	
Female	9
Male	3
Other Mechanical Complication of Intraocular Lens Total	12
Other Mechanical Complication of Other Ocular Prosthetic Devices, Implants and Grafts	
Female	2

Total	2
Other Retinal Detachments	
Female	1
Male	2
Other Retinal Detachments Total	3
Other Rheumatoid Arthritis with Visceral or Systemic Involvement	
Female	1
Other Rheumatoid Arthritis with Visceral or Systemic Involvement Total	1
Other Specified Disorders of Thyroid	
Female	1
Other Specified Disorders of Thyroid Total	1
Other Specified Glaucoma	
Male	1
Other Specified Glaucoma Total	1
Other Subjective Visual Disturbances	
Female	11
Male	4
Other Subjective Visual Disturbances Total	15
Papilledema	
Female	11
Male	3
Papilledema Total	14
Papilledema d/t Increased ICP	
Female	1
Male	1
Papilledema d/t Increased ICP Total	2
Paralytic Ptosis	
Female	1
Paralytic Ptosis Total	1
Parkinson's Disease	
Male	3
Parkinson's Disease Total	3
Pars Planitis	
Female	1
Male	1
Pars Planitis Total	2
Partial Optic Atrophy	
Male	1
Partial Optic Atrophy Total	1
Partial Retinal Artery Occlusion	

Male	3
Partial Retinal Artery Occlusion Total	4
Paving Stone Degeneration of Retina	
Female	52
Male	39
Paving Stone Degeneration of Retina Total	91
PCH Not Obscuring Vision	
Female	357
Male	211
N/A	1
PCH Not Obscuring Vision Total	569
PCH Obscuring Vision	
Female	427
Male	225
PCH Obscuring Vision Total	652
Peripheral Degenerations of Cornea	
Female	1
Male	1
Peripheral Degenerations of Cornea Total	2
Peripheral Opacity of Cornea	
Male	1
Peripheral Opacity of Cornea Total	1
Peripheral Pterygium, Progressive	
Male	2
Peripheral Pterygium, Progressive Total	2
Peripheral Pterygium, Stationary	
Female	3
Male	5
Peripheral Pterygium, Stationary Total	8
Peripheral Retinal Degeneration	
Female	9
Male	7
Peripheral Retinal Degeneration Total	16
Peripheral Vascular Disease	
Female	1
Peripheral Vascular Disease Total	1
Phthisis Bulbi	
Female	1
Male	1
Phthisis Bulbi Total	2
Pigment Dispersion Syndrome	
Female	4

Male	10
Pigment Dispersion Syndrome Total	14
Pigmentary Glaucoma, Moderate	
Female	1
Pigmentary Glaucoma, Moderate Total	1
Pigmentary Glaucoma, Unspecified	
Male	1
Pigmentary Glaucoma, Unspecified Total	1
Pigmentary Retinal Dystrophy	
Female	2
Male	1
Pigmentary Retinal Dystrophy Total	3
Pinguecula	
Female	44
Male	46
Pinguecula Total	90
Pingueculitis	
Female	6
Male	8
Pingueculitis Total	14
Plaquenil Toxicity	
Female	11
Male	3
Plaquenil Toxicity Total	14
POAG, Indeterminate	
Male	1
POAG, Indeterminate Total	1
POAG, Mild	
Female	128
Male	122
N/A	1
POAG, Mild Total	251
POAG, Moderate	
Female	49
Male	27
POAG, Moderate Total	76
POAG, Severe	
Female	21
Male	12
POAG, Severe Total	33
POAG, Unspecified	
Female	7

Male	7
POAG, Unspecified Total	14
Posterior Subcapsular Polar Age-Related Cataract	
Female	38
Male	37
Posterior Subcapsular Polar Age-Related Cataract Total	75
Posterior Subcapsular Polar Nonsenile Cataract	
Female	2
Posterior Subcapsular Polar Nonsenile Cataract Total	2
Posterior Synechiae of Iris	
Female	1
Male	2
Posterior Synechiae of Iris Total	3
Posterior Vitreous Detachment (PVD)	
Female	1312
Male	751
N/A	7
Posterior Vitreous Detachment (PVD) Total	2070
Preglaucoma, Unspecified	
Female	910
Male	707
N/A	26
Preglaucoma, Unspecified Total	1643
Preretinal Hemorrhage	
Female	5
Male	8
Preretinal Hemorrhage Total	13
Presbyopia	
Female	4657
Male	3274
N/A	26
Presbyopia Total	7957
Presence of Artificial Eye	
Female	5
Male	6
Presence of Artificial Eye Total	11
Preseptal Cellulitis, Eyelid	
Female	48
Male	20
Preseptal Cellulitis, Eyelid Total	68
Preterm Newborn, Unspecified Weeks of Gestation	
Female	7

Male	1
Preterm Newborn, Unspecified Weeks of Gestation Total	8
Primary Angle Closure Glaucoma, Moderate	
Female	1
Male	2
Primary Angle Closure Glaucoma, Moderate Total	3
Primary Cysts of Pars Plana	
Female	1
Primary Cysts of Pars Plana Total	1
Primary Infantile Glaucoma	
Female	3
Male	1
Primary Infantile Glaucoma Total	4
Primary Optic Atrophy	
Female	1
Male	7
Primary Optic Atrophy Total	8
Primary Uveitis	
Female	25
Male	11
Primary Uveitis Total	36
Pseudoexfoliation Glaucoma, Indeterminate	
Female	2
Male	1
Pseudoexfoliation Glaucoma, Indeterminate Total	3
Pseudoexfoliation Glaucoma, Mild	
Female	1
Male	1
Pseudoexfoliation Glaucoma, Mild Total	2
Pseudoexfoliation Glaucoma, Moderate	
Female	2
Pseudoexfoliation Glaucoma, Moderate Total	2
Pseudoexfoliation Glaucoma, Severe	
Female	1
Male	1
Pseudoexfoliation Glaucoma, Severe Total	2
Pseudoexfoliation Glaucoma, Unspecified	
Female	2
Male	1
Pseudoexfoliation Glaucoma, Unspecified Total	3
Pseudohole	
Male	1

Pseudohole Total	1
Pseudopapilledema of Optic Disc	
Female	1
Pseudopapilledema of Optic Disc Total	1
Pseudophakia 1 Day Post-Op	
Female	5
Male	6
Pseudophakia 1 Day Post-Op Total	11
Pseudophakia 1 Month Post-Op	
Female	2
Male	3
Pseudophakia 1 Month Post-Op Total	5
Pseudophakia 1 Week Post-Op	
Female	6
Male	5
Pseudophakia 1 Week Post-Op Total	11
Pseudophakia s/p YAG	
Female	410
Male	198
Pseudophakia s/p YAG Total	608
Psychophysical Visual Disturbances	
Female	2
Psychophysical Visual Disturbances Total	2
Ptosis – Congenital	
Female	14
Male	23
Ptosis – Congenital Total	37
Ptosis Involutional	
Female	16
Male	6
Ptosis Involutional Total	22
Ptosis, Myogenic	
Male	1
Ptosis, Myogenic Total	1
Punctate Keratitis	
Female	7
Male	2
Punctate Keratitis Total	9
Pupillary Abnormalities	
Female	1
Male	2

Pupillary Membranes	
Female	1
Male	2
Pupillary Membranes Total	3
Radiation Retinopathy	
Male	1
Radiation Retinopathy Total	1
Recurrent Erosion of Cornea	
Female	52
Male	45
Recurrent Erosion of Cornea Total	97
Recurrent Uveitis	
Female	7
Male	6
Recurrent Uveitis Total	13
Redness/Discharge	
Male	1
Redness/Discharge Total	1
Refractive Amblyopia	
Female	2
Male	8
Refractive Amblyopia Total	10
Retained Foreign Body of Eyelid	
Male	1
Retained Foreign Body of Eyelid Total	1
Retained Lens Fragments	
Female	3
Male	2
Retained Lens Fragments Total	5
Retinal Detachment with Giant Retinal Tear	
Female	1
Male	1
Retinal Detachment with Giant Retinal Tear Total	2
Retinal Detachment with Multiple Breaks	
Female	4
Male	4
Retinal Detachment with Multiple Breaks Total	8
Retinal Detachment with PVR	
Female	2
Male	2
Retinal Detachment with PVR Total	4
Retinal Detachment with Retinal Dialysis	

Male	2
Retinal Detachment with Retinal Dialysis Total	2
Retinal Detachment with Single Break	
Female	6
Male	9
Retinal Detachment with Single Break Total	15
Retinal Detachment, Unspecified	
Female	16
Male	19
Retinal Detachment, Unspecified Total	35
Retinal Edema	
Female	87
Male	65
Retinal Edema Total	152
Retinal Exudates	
Female	13
Male	15
Retinal Exudates Total	28
Retinal Hemorrhage	
Female	38
Male	32
Retinal Hemorrhage Total	70
Retinal Ischemia	
Female	2
Male	5
Retinal Ischemia Total	7
Retinal Macroaneurysm	
Female	6
Male	5
Retinal Macroaneurysm Total	11
Retinal Microaneurysms	
Female	11
Male	14
Retinal Microaneurysms Total	25
Retinal Neovascularization	
Female	1
Male	1
Retinal Neovascularization Total	2
Retinal Telangiectasis	
Female	7
Male	10
Retinal Telangiectasis Total	17

Retinal Vascular Occlusion, Unspecified

Female	8
Male	6
Retinal Vascular Occlusion, Unspecified Total	14
Retinal Vasculitis	
Female	1
Male	2
Retinal Vasculitis Total	3
Retinitis Pigmentosa	
Female	8
Male	6
Retinitis Pigmentosa Total	14
Retinoblastoma	
Female	1
Male	1
Retinoblastoma Total	2
Retinoschisis, Other (Pseudocyst of Retina)	
Female	5
Male	4
Retinoschisis, Other (Pseudocyst of Retina) Total	9
Rheumatoid Arthritis	
Female	33
Male	6
Rheumatoid Arthritis Total	39
ROP Stage 0	
Female	5
Male	2
ROP Stage 0 Total	7
ROP Stage 2	
Female	2
ROP Stage 2 Total	2
Rosacea	
Female	36
Male	27
Rosacea Total	63
Round Retinal Break without Detachment	
Female	12
Male	9
Round Retinal Break without Detachment Total	21
Routine Eye Exam	
Female	797
Male	643

Routine Eye Exam Total	1440
Ruptured Globe	
Male	1
Ruptured Globe Total	1
Ruptured Globe with Intraocular Prolapse	
Male	2
Ruptured Globe with Intraocular Prolapse Total	2
S/P ALT	
Female	3
Male	1
S/P ALT Total	4
S/P Blepharoplasty	
Female	2
S/P Blepharoplasty Total	2
S/P Blepharoplasty, Upper Eyelid; with Excessive Skin Weighing Down Lid and Dire Ptosis	ct Repair of Brow
Female	1
S/P Blepharoplasty, Upper Eyelid; with Excessive Skin Weighing Down Lid and Dire Repair of Brow Ptosis Total	ect 1
S/P Cataract Extraction	
Female	24
Male	12
S/P Cataract Extraction Total	36
S/P Cataract Surgery	
Female	17
Male	16
S/P Cataract Surgery Total	33
S/P Ectropion Repair	
Female	2
Male	1
S/P Ectropion Repair Total	3
S/P Excision of Eyelid Lesion	
Female	2
Male	1
S/P Excision of Eyelid Lesion Total	3
S/P Eyelid Excision Biopsy Repair	
Female	3
S/P Eyelid Excision Biopsy Repair Total	3
S/P Glaucoma Surgery	
Female	3
Male	1
S/P Glaucoma Surgery Total	4

S/P Incision and Drainage of Chalazion	
Female	2
S/P Incision and Drainage of Chalazion Total	2
S/P Laser Peripheral Iridotomy (LPI)	
Female	69
Male	41
S/P Laser Peripheral Iridotomy (LPI) Total	110
S/P LASIK	
Female	88
Male	71
N/A	1
S/P LASIK Total	160
S/P Lesion Excision	
Female	1
S/P Lesion Excision Total	1
S/P Open Globe Repair	
Female	1
Male	1
S/P Open Globe Repair Total	2
S/P Pars Plana Vitrectomy (PPV)	
Female	7
Male	7
S/P Pars Plana Vitrectomy (PPV) Total	14
S/P Phaco AC IOL	
Female	6
Male	5
S/P Phaco AC IOL Total	11
S/P Phaco PC IOL	
Female	1500
Male	934
N/A	6
S/P Phaco PC IOL Total	2440
S/P PKP	
Female	5
Male	3
S/P PKP Total	8
S/P Pneumatic for RRD Repair	
Female	1
Male	2
S/P Pneumatic for RRD Repair Total	3
S/P PPV PDR with VH	
Male	1

S/P PPV PDR with VH Total	1
S/P PPV with SO Removal	
Male	1
S/P PPV with SO Removal Total	1
S/P PRP for Neovascular Glaucoma (NVG)	
Female	1
S/P PRP for Neovascular Glaucoma (NVG) Total	1
S/P Pterygium Excision	
Female	9
Male	20
N/A	1
S/P Pterygium Excision Total	30
S/P Punctal Occlusion	
Female	1
S/P Punctal Occlusion Total	1
S/P RK	
Female	5
Male	1
S/P RK Total	6
S/P SLT	
Female	34
Male	30
S/P SLT Total	64
S/P Superficial Keratectomy	
Female	1
S/P Superficial Keratectomy Total	1
S/P Trabectome	
Male	1
S/P Trabectome Total	1
S/P Trabeculectomy	
Female	7
Male	4
S/P Trabeculectomy Total	11
Salzmann's Nodular Degeneration	
Female	11
Male	4
Salzmann's Nodular Degeneration Total	15
Sarcoidosis	
Female	6
Male	14
Sarcoidosis Total	20
Scleritis. Unspecified	

Female	9
Male	2
Scleritis, Unspecified Total	11
Scotoma of Blind Spot Area	
Female	1
Scotoma of Blind Spot Area Total	1
Seborrheic Dermatitis	
Female	3
Male	1
Seborrheic Dermatitis Total	4
Secondary Noninfectious Iridocyclitis	
Male	10
Secondary Noninfectious Iridocyclitis Total	10
Secondary Pigmentary Degeneration of Retina	
Female	1
Secondary Pigmentary Degeneration of Retina Total	1
Sector or Arcuate Visual Field Defects	
Female	3
Male	1
Sector or Arcuate Visual Field Defects Total	4
Serous Pigment Epithelial Detachment	
Female	25
Male	28
Serous Pigment Epithelial Detachment Total	53
Serous Retinal Detachment	
Female	1
Male	1
Serous Retinal Detachment Total	2
Severe Nonproliferative Diabetic Retinopathy	
Female	6
Male	15
Severe Nonproliferative Diabetic Retinopathy Total	21
Sickle-Cell Disease	
Male	1
Sickle-Cell Disease Total	1
Sjögren's Syndrome	
Female	12
Male	1
Sjögren's Syndrome Total	13
Skin Neoplasm of Uncertain Behavior	
Female	1

Solar Retinopathy

Solar Retinopatny	
Male	2
Solar Retinopathy Total	2
Spastic Entropion	
Female	1
Spastic Entropion Total	1
Specified Anomalies of Iris and Ciliary Body	
Female	2
Male	5
Specified Anomalies of Iris and Ciliary Body Total	7
Specified Visual Disturbance	
Female	16
Male	6
Specified Visual Disturbance Total	22
Squamous Blepharitis	
Female	3
Male	2
Squamous Blepharitis Total	5
Squamous Cell Carcinoma of Eyelid	
Male	1
Squamous Cell Carcinoma of Eyelid Total	1
Stable Branch Retinal Vein Occlusion	
Female	11
Male	12
Stable Branch Retinal Vein Occlusion Total	23
Stable Central Retinal Vein Occlusion	
Female	7
Male	5
Stable Central Retinal Vein Occlusion Total	12
Stable PDR	
Female	2
Stable PDR Total	2
Staphyloma Posticum	
Male	1
Staphyloma Posticum Total	1
Stargardt Disease	
Male	1
Stargardt Disease Total	1
States Following Surgery of Eye and Adnexa	
Female	1
States Following Surgery of Eye and Adnexa Total	1

Stenosis of Lacrimal Punctum Female 3 Male 3 **Stenosis of Lacrimal Punctum Total** 6 **Stenosis of Nasolacrimal Duct Acquired Female** 42 Male 21 **Stenosis of Nasolacrimal Duct Acquired Total** 63 Steroid Induced Glaucoma, Active Stage, Mild Male 1 Steroid Induced Glaucoma, Active Stage, Mild Total 1 Steroid Induced Glaucoma, Active Stage, Moderate **Female** 1 Steroid Induced Glaucoma, Active Stage, Moderate Total 1 **Steroid Responder Female** 4 Male 7 **Steroid Responder Total** 11 Strabismic Amblyopia **Female** 13 Male 8 **Strabismic Amblyopia Total** 21 **Strabismus in Other Neuromuscular Disorders Female** 3 Male 3 **Strabismus in Other Neuromuscular Disorders Total** 6 **Strabismus NYD Female** 2 2 Male **Strabismus NYD Total** 4 **Subconjunctival Hemorrhage Female** 127 Male 102 **Subconjunctival Hemorrhage Total** 229 **Subcutaneous Cyst** Male 2 2 **Subcutaneous Cyst Total** Subjective Visual Disturbance, Unspecified

1323

1037

2360

Female

Subluxation of the Lens

Subjective Visual Disturbance, Unspecified Total

Male

Male	1
Subluxation of the Lens Total	1
Subretinal Fluid	
Female	2
Male	3
Subretinal Fluid Total	5
Subretinal Hemorrhage	
Female	10
Male	5
Subretinal Hemorrhage Total	15
Sudden Vision Loss	
Female	2
Sudden Vision Loss Total	2
Superficial Keratitis	
Female	221
Male	104
Superficial Keratitis Total	325
Sympathetic Uveitis	
Female	1
Male	1
Sympathetic Uveitis Total	2
Systemic Lupus Erythematosus, Organ or System Involvement Unspecified	
Female	14
Male	1
Systemic Lupus Erythematosus, Organ or System Involvement Unspecified Total	15
Temporal Arteritis	
Female	9
Male	4
Temporal Arteritis Total	13
Tension Headache	
Female	2
Tension Headache Total	2
Thyrotoxic Exophthalmos	
Female	2
Thyrotoxic Exophthalmos Total	2
Thyrotoxicois Without Goiter or Other Cause and Without Thyrotoxic Crisis or Storm	
Female	1
Thyrotoxicois Without Goiter or Other Cause and Without Thyrotoxic Crisis or Storm Total	1
Tobacco Abuse	
Female	1
Tobacco Abuse Total	1
Tonic Pupil Syndrome (Adie's)	

Female	4
Tonic Pupil Syndrome (Adie's) Total	4
Torticollis	
Female	1
Torticollis Total	1
Total Retinal Detachment	
Female	5
Male	3
Total Retinal Detachment Total	8
Toxic Maculopathy	
Female	73
Male	17
N/A	1
Toxic Maculopathy Total	91
Toxic Optic Neuropathy	
Female	1
Toxic Optic Neuropathy Total	1
Toxoplasmosis Chorioretinitis	
Female	3
Male	4
Toxoplasmosis Chorioretinitis Total	7
Transient Ischemic Attacks (TIA)	
Female	6
Male	2
Transient Ischemic Attacks (TIA) Total	8
Transient Visual Loss	
Female	6
Male	4
Transient Visual Loss Total	10
Traumatic Cataract	
Female	3
Male	6
Traumatic Cataract Total	9
Traumatic Cataract - Total	
Female	1
Traumatic Cataract - Total Total	1
Traumatic Glaucoma, Indeterminate	
Male	2
Traumatic Glaucoma, Indeterminate Total	2
Traumatic Glaucoma, Severe	-
Male	1
Traumatic Glaucoma, Severe Total	1

Traumatic Hyphema	
Female	3
Male	3
Traumatic Hyphema Total	6
Traumatic Optic Neuropathy	
Male	3
Traumatic Optic Neuropathy Total	3
Trichiasis	
Female	27
Male	18
Trichiasis Total	45
Trigeminal Neuralgia	
Female	2
Trigeminal Neuralgia Total	2
Unspecified Disorder of Cornea	
Female	1
Unspecified Disorder of Cornea Total	1
Unspecified Disorder of Eye and Adnexa	
Female	1
Unspecified Disorder of Eye and Adnexa Total	1
Unspecified Disorder of Eye Movements	
Female	1
Unspecified Disorder of Eye Movements Total	1
Unspecified Disorder of Eyelid	
Female	1
Unspecified Disorder of Eyelid Total	1
Unspecified Disorder of Optic Nerve and Visual Pathways	
Female	2
Male	1
Unspecified Disorder of Optic Nerve and Visual Pathways Total	3
Unspecified Hypertrophic and Atrophic Conditions of Skin	
Female	2
Male	1
Unspecified Hypertrophic and Atrophic Conditions of Skin Total	3
Unspecified Keratitis	
Female	2
Male	2
Unspecified Keratitis Total	4
Venous Engorgement of the Retina	
Female	1
Venous Engorgement of the Retina Total	1

Vernal Conjunctivitis

vernal Conjunctivitis	
Male	1
Vernal Conjunctivitis Total	1
Vernal Keratoconjunctivitis, with Limbar and Corneal Involvement	
Female	1
Male	2
Vernal Keratoconjunctivitis, with Limbar and Corneal Involvement Total	3
Vestibular Nystagmus	
Female	1
Vestibular Nystagmus Total	1
Viral Conjunctivitis, Unspecified	
Female	3
Male	1
Viral Conjunctivitis, Unspecified Total	4
Vision Loss, Unspecified	
Female	3
Male	1
N/A	1
Vision Loss, Unspecified Total	5
Visual Deprivation Nystagmus	
Female	1
Male	1
Visual Deprivation Nystagmus Total	2
Visual Discomfort	
Female	6
Male	2
Visual Discomfort Total	8
Visual Distortions of Shape and Size	
Male	1
Visual Distortions of Shape and Size Total	1
Visual Disturbance, Unspecified	
Female	18
Male	10
Visual Disturbance, Unspecified Total	28
Visual Field Defect Unspecified	
Female	9
Male	11
Visual Field Defect Unspecified Total	20
Visual Field Defect, Central	
Female	1
Male	2
Visual Field Defect, Central Total	3
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Visual Field Defect, Unspecified	
Female	1
Male	2
Visual Field Defect, Unspecified Total	3
Visual Loss/Visual Field Defect	
Female	8
Male	5
Visual Loss/Visual Field Defect Total	13
Visual Pathway Disorder Inflammatory	
Female	1
Male	2
Visual Pathway Disorder Inflammatory Total	3
Vitreomacular Traction Syndrome	
Female	67
Male	23
Vitreomacular Traction Syndrome Total	90
Vitreous Debris	
Female	29
Male	13
Vitreous Debris Total	42
Vitreous Hemorrhage	
Female	28
Male	25
Vitreous Hemorrhage Total	53
Vitreous Opacities, Other	
Female	714
Male	418
N/A	2
Vitreous Opacities, Other Total	1134
Vitreous Strands	
Female	1
Male	1
Vitreous Strands Total	2
Vitritis	
Female	1
Male	1
Vitritis Total	2
Von Hippel-Lindau Syndrome	
Female	1
Male	1
Von Hippel-Lindau Syndrome Total	2
White Without Pressure	

Female	6
Male	7
White Without Pressure Total	13
Xanthelasma of Eyelid	
Female	1
Male	1
Xanthelasma of Eyelid Total	2
Zoster Keratitis	
Female	1
Male	1
Zoster Keratitis Total	2
Grand Total	93791

Exhibit B: Notice of Intent

& Seafood Restaurant New England Steak

together.

Make Your Easter Reservations NOW!

9 SEATING TIMES AVAILABLE:
12:00 noon 2:30 pm 5:30 pm
12:30 pm 3:40 pm 6:00 pm
1:00 pm 3:30 pm 6:00 pm www.nesteakandseafood.com

otoroports thronographs, Birare Matchen, Omegn, Pasna Philippe, Universal Geneva, Pilots Westhon, Manor, Rolon, Breiting, Longloos, Daytoun, aMT, Sabmariner, Call 1-800-401-044 Spoodmanter, etc.

LEGAL NOTICE

Concerning a Proposed Health Care Project Public Announcement

project is \$1,353,758. There will be no negative impact on the Patient Panel. There will be no price impact on the Patient Panel. Any ten taxpayers of Massachusetts may register in connection with the intended Application or of Determination of Need by contacting the Department of Public Health, Determination of Need Program, 250 Washington Street, 6th Floor Boston, MA 02108. and surgical ophthalmology practice in Franklin and Milford, MA dedicated excellence in eye care and with a principal place of business at 391 East Central Street, Franklin, MA 02038, intends to file an application with the Massachusetts Department of Public Health to obtain a Determination of surgery and other ophthalmic surgical procedures. The total value of the Amendment by no later than thirty days of the filing date of the Notice On or about March 26, 2018, Milford-Franklin Eye Center, LLC, a medical Need for the transfer of ownership of the license of Cataract Surgery Center of Milford, Inc., with a principal place of business at 145 West Street, Milford, MA 01757. Cataract Surgery Center of Milford, Inc. is an outpatient ambulatory surgery center. The type of services include cataract and laser

2015, securing the \$500,000 needed in pledges from a partial replacement of the members and friends of the church. Other work that has the campaign has included church roof, a new heating system, foundation work replacement of the windows in the kitchen and dining room, electrical upgrades, rior walkways, staircases and been completed as part of to address water intrusion, and replacement of the exte-It is not known exactly how old the stained glass panels panel so they know exactly how to put the panels back "They then take it apart, put the glass pieces into a cleaning solution, and edge glue any "When they come back, they will be very pretty," said Cope. cracks," Sherwood explained. "Then they'll build the windows with brand new lead."

handicapped ramp. Franklin Federated Church's are, though members of the

"They'll be gorgeous again.

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LEGAL NOTICE

Public Announcement Concerning a Proposed Health Care Project

On or about March 26, 2018, Milford-Franklin Eye Center, LLC, a medical and surgical ophthalmology practice in Franklin and Milford, MA dedicated to excellence in eye care and with a principal place of business at 391 East Central Street, Franklin, MA 02038, intends to file an application with the Massachusetts Department of Public Health to obtain a Determination of Need for the transfer of ownership of the license of Cataract Surgery Center of Milford, Inc., with a principal place of business at 145 West Street, Milford, MA 01757. Cataract Surgery Center of Milford, Inc. is an outpatient ambulatory surgery center. The type of services include cataract and laser surgery and other ophthalmic surgical procedures. The total value of the project is \$1,353,758. There will be no negative impact on the Patient Panel. There will be no price impact on the Patient Panel. Any ten taxpayers of Massachusetts may register in connection with the intended Application or Amendment by no later than thirty days of the filing date of the Notice of Determination of Need by contacting the Department of Public Health, Determination of Need Program, 250 Washington Street, 6th Floor Boston, MA 02108.

Exhibit C: Patient Support Letters

March 20th, 2018

Determination of Need Program DPH Boston, MA

To whom it may concern:

It is with great pleasure that I endorse the transfer of licensure/ownership of the Cataract Surgery Center of Milford to the Milford-Franklin Eye Center.

Having the surgery center located in the community would be particularly beneficial as it negates the need for patients to travel long miles on congested highways to have their surgery taken care of somewhere else.

Having a medical facility located in the local community that provides superior quality service and has excellent surgical outcomes is invaluable.

I distinctly remember being pleasantly surprised when Dr. Kaldawy asked me where I lived and he mentioned that I could go to Milford for my cataract surgery. Having driven seniors for post cataract surgery follow ups, I knew that many had to travel for surgery so I was happy to be able to go to Milford for my surgeries.

On the two days I had my laser cataract surgery my driver had an easy drive to and from the laser center in Milford.

My post-surgery results are outstanding with no complications nor follow up issues and now have excellent vision. I could not believe the results and could not be more pleased to have elected the laser surgery. I have no pain, no side effects and again enjoy night driving. The staff was supportive and kind during the process which made it more enjoyable.

Best Regards,

Steve Lotterman

Whitinsville, MA

March 20, 2018

Elaine B. McNanna 347 Purchase Street Milford, MA 01757

Determination of Need Program-DPH Boston, MA

Dear Sir or Madam:

When my eye doctor retired last year, I needed to find a new provider. Roger M. Kaldawy was recommended to me and I proceeded to make an appointment. I knew that my cataracts needed to be scheduled for a procedure. I was delighted when I was educated to how this is all done and I made the decisions to follow through with Dr. Kaldawy. I requested an appointment.

Having the surgery center located in the community was particulary beneficial as it negates the need for patients to have to travel long miles on congested highways to have their surgery taken care of somewhere else.

Having a medical facility located in the local community that provides superior quality service and has excellent surgical outcomes is invaluable.

The excellent surgical outcome has been an enjoyable experience. I am delighted with the service of Dr. Kaldawy and all his staff.

Elaine B Mc Warna

Elaine B. McNanna

eletermination of These Program DPH Boston, Ma.

Sextlener:

It has recently some to my alterteon that the Milford-Franklis Eye Center is seeking as transfer of lieensura!

Franklis Eye Center is seeking as transfer of Mulford.

Ownership of the Cataract Surgery Center of Mediant and

Within the part two months, I have had lateract surgery at the lateract surgery lenter is Medock Originally, the surgery had been subcluded at the durge-lenter is wastkan Leving in Whiteseville it was such a relief to me that I rould have the surgery in Melford since that is so much closes to my home.

you this week and again in May, my husband is scheduled for lateract surgery in Micford Again we are so relieved he doesn't have to travel to Walsham. Navery a surgery center this much close to our community has been such a blessing to see and to everyone size in this area.

I cannot say enough for the evenderful care I received at the Melford Cataract surgery Center from Its. Kaldawy and all the stoff. I had superior quality service, and thanks to its. Kaldawy I now see reaching glasses only for the feet time in over 40 years.

My husband and I sincerely hope that you will approve the transfer of lecensure occurrency of the Cataract Surgery Center of Milford to the Milford. Franklin Cyr Center.

your truly, Minnie Welisma Determination of Need Program. DPH Boston, MA

To Whom It May Concern:

I am writing this letter in support of the licensure/ownership of the Cataract Surgery Center in Milford, MA to the Milford Franklin Eye Center.

Having just utilized the facility in Milford for cataract surgery, I can personally attest to its value. The location, being only 20 minutes from my home, made commuting there very convenient. As most of the cataract patients, including myself, are senior citizens, location is key. The mere fact that every patient requires a driver, a shorter distance on rural roads vs long commutes on crowded highways makes finding a driver that much easier. Not only the distance being a plus for the driver, but the time involved for family members/friends (many of whom need to take time off from work to transport to and from the facility) needs to be less intrusive of their work day. This facility within easy reach of our community alleviates many of these issues.

The center itself provided wonderful quality service from an expert doctor and staff. It is vital for the people of our communities-especially our senior citizens to keep this medical asset.

Thank you.

Sincerely,

fary DeJordy

Dear Determination of Need Program, DPH, Boston MA,

Having a medical facility located in the local community that provides superior quality service and has excellent surgical outcomes is invaluable. Dr. Kaldawy is the best in his field. He has state of the art equipment and keeps up with all the new technology in his field. Dr. Kaldawy was attentive and extremely knowledgeable which put me at ease during my surgery. He answered all of my questions and seemed to care about me as a patient. The entire staff at Milford- Franklin Eye Center are very nice, professional and helpful. It is so comforting to have this level of expertise and care here in our community instead of having to travel to Boston. I highly recommend Dr. Kaldawy and Milford Eye Center remain here in Milford.

Sincerely,

Angelo Biagetti

3/21/2018

John Hendrickson 5 Nature View Drive Uxbridge, Ma 01569

Determination of Need Program DPH Boston, Ma

Greetings

I am writing to express my support for having the surgery center located in our community.

It was extremely beneficial for my recent surgery. It would have been very difficult to arrange a driver and transportation for surgery at a distant facility. Long rides and congested highways can be nerve wracking for senior drivers.

Having a medical facility located in the local community that provides superior quality service and has excellent surgical outcomes is invaluable.

Sincerely

John Hendrickson

21 March 2018

Determination of Needs Program

DPH

Boston, MA

This letter is in support of the transfer of the Cataract Surgery Center of Milford to the Milford-Franklin Eye Center.

Recently I had cataract surgery performed by Dr. Kaldawy at the Surgery Center and was impressed and extremely satisfied with the service and care received. The prospect of having to travel to another town for this surgery kept me putting off the surgery and I was extremely happy and surprised when told it could be done in the Milford Surgery Center and still have Dr. Kadlawy do the procedure.

It saved travel time/ expense and actual time of having to take a shuttle to another town/Hospital. I have friends that told me about having to travel to another Hospital and it was not pleasant with the highways and traffic so I and others hope that this transfer will be completed.

Thank you,

Diane L. Schreiber

72 Bancroft Park

Hopedale, MA 01747

Dear Determination of Need Program, DPH, Boston MA,

Having the surgery center located in the community was particularly beneficial as it negates the need for patients to have to travel long miles on congested highways to have their surgery taken care of somewhere else. The level of care was outstanding and made me feel completely at ease. All of the staff at Milford- Franklin Eye Center were very attentive, helpful, and informative during my procedure. In addition the facility was very nice and comfortable. Dr. Kaldawy is a fabulous doctor. He is very professional in his care and did an excellent job. He is a very bright and innovative doctor who makes you feel safe and secure in the knowledge that you are going to be alright. He is the best in his field, and this community needs such a doctor. It is wonderful to have a doctor of his caliber here in our community rather than having to travel to Boston. I highly recommend Dr. Kaldawy and Milford Eye Center remain here in Milford.

Sincerely,

Joyce Biagetti Joyce Bragetti

Exhibit D: Support Letter-Transferor



March 09,2018

Department of Public Health Determination of Need Program Attention: Nora J. Mann 250 Washington Street Boston, MA

02108 Dear Ms.

Mann,

After 35 years of serving the greater Milford area, I can see that my time operating and Owning the Cataract Surgery Center of Milford will come to an end due to, among other things, health issues that will eventually make it difficult for me to continue the day to day operating and management of the Surgical Center. The loss of an ophthalmologic medical practice and surgical center would be a burden on my patients and the Milford area. It is important to me that my patients and the Milford area not suffer such a loss. Accordingly, I think it is critical to sell the Cataract Surgery Center of Milford to someone capable of managing it who is committed to the area.

Roger M. Kaldawy, M.D. and Milford-Franklin Eye Center are willing and able to take over all necessary clinical care of my 35 year old surgical practice and therefore I strongly recommend that the Commonwealth act favorably to allow transfer of the ASC license to Dr. Kaldawy.

Sincerely Yours,

Glenn K. Goodman, MD FACS



Exhibit E: Factor 4 Report

Analysis of the Reasonableness of Assumptions Used For and Feasibility of Projected Financials of:

Milford-Franklin Eye Center, LLC

For the Years Ending December 31, 2018 Through December 31, 2022





One International Place Boston, MA 02110-1745

March 13, 2018

Roger M. Kaldawy, MD Milford-Franklin Eye Center, LLC 391 East Central Street, Ste 7 Franklin, MA 02038

RE: Analysis of the Reasonableness of Assumptions and Projections Used to Support the Financial Feasibility and Sustainability of the Proposed Project

Dear Dr. Kaldawy:

Enclosed is a copy of our report on the reasonableness of assumptions used for and feasibility of the financial projections for Milford-Franklin Eye Center, LLC. Please contact me to discuss this report once you have had an opportunity to review.

Sincerely,

BPO USA, UP

TABLE OF CONTENTS

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III.	SCOPE OF REPORT	. 3
IV.	SOURCES OF INFORMATION UTILIZED	. 4
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Tel: 617-422-0700 Fax: 617-422-0909 www.bdo.com

March 13, 2018

Roger M. Kaldawy, MD Milford-Franklin Eye Center, LLC 391 East Central Street, Ste 7 Franklin, MA 02038

RE: Analysis of the Reasonableness of Assumptions and Projections Used to Support the Financial Feasibility and Sustainability of the Proposed Project

Dear Dr. Kaldawy:

We have performed an analysis related to the reasonableness and feasibility of the financial projections (the "Projections") of Milford-Franklin Eye Center, LLC ("MFEC" or "the Applicant") related to a proposed transfer of ownership (the "Proposed Project") of the Cataract Surgery Center of Milford ("CSC" or the "Surgical Center") from Glenn K. Goodman, MD to the Applicant. This report details our analysis and findings with regards to the reasonableness of assumptions used in the preparation of the Projections and feasibility of the projected financial results prepared by the management of MFEC ("Management"). This report is to be used by MFEC in connection with its' Determination of Need ("DoN") Application - Factor 4(a) and should not be distributed or relied upon for any other purpose.

I. EXECUTIVE SUMMARY

The scope of our review was limited to an analysis of the five year financial projections for the Applicant for the fiscal years ("FY") 2018 through 2022 prepared by Management and the

1

¹ Projected financial information reflects the combined forecasted performance of MFEC and the Surgical Center. MFEC on a standalone basis will be referred to herein as the "Eye Center" for purposes of this report. Historical financial information reflects the Applicant's, or the Eye Center's, historical performance on a standalone basis.

Dr. Kaldawy MFEC March 13, 2018 Page 2



supporting documentation in order to render an opinion as to the reasonableness of assumptions used in the preparation and feasibility of the Projections.

The Projections exhibit a cumulative operating EBITDA surplus of approximately 52.6 percent of cumulative projected revenue for MFEC for the five years from 2018 through 2022. Based upon our review of the relevant documents and analysis of the Projections, we determined the anticipated operating EBITDA surplus is a reasonable expectation and based upon feasible financial assumptions. Accordingly, we determined that the Projections are reasonable and feasible, and not likely to result in a liquidation of MFEC's assets. A detailed explanation of the basis for our determination of reasonableness and feasibility is contained within this report.

II. RELEVANT BACKGROUND INFORMATION

The Applicant intends to purchase the Surgical Center in a transfer of ownership. Cataract Surgery Center of Milford is an ambulatory surgery center which obtained a Department of Public Health clinic license on July 30, 2009. The existing owner of the Surgery Center, Glenn K. Goodman, MD, plans to retire and would not retain any ownership interest in the Surgical Center upon consummation of the transaction. The Applicant intends to continue to serve the local community and existing patient panel. Dr. Roger M. Kaldawy, co-owner of Milford-Franklin Eye Center, intends to maintain the existing Eye Center operations and grow the Surgical Center.



III. SCOPE OF REPORT

The scope of this report is limited to an analysis of the five year financial projections for MFEC, the Applicant, including the operations of the Surgical Center, for the fiscal years ending 2018 through 2022 (the "Projections"), prepared by Management, and the supporting documentation in order to render an opinion as to the reasonableness of assumptions used in the preparation and feasibility of the Projections. Reasonableness is defined within the context of this report as supportable and proper, given the underlying information. Feasibility is defined as based on the assumptions used, the project is not likely to result in a liquidation of the underlying assets or the need for reorganization.

This report is based on prospective financial information provided to us by Management. BDO has not audited or performed any other form of attestation services on the projected financial information related to the operations of MFEC.

If BDO had audited the underlying data, matters may have come to our attention that would have resulted in our using amounts that differ from those provided. Accordingly, we do not express an opinion or any other assurances on the underlying data presented or relied upon in this report. We do not provide assurance on the achievability of the results forecasted by the Applicant because events and circumstances frequently do not occur as expected, and the achievement of the forecasted results are dependent on the actions, plans, and assumptions of Management. We reserve the right to update our analysis in the event that we are provided with additional information.



IV. SOURCES OF INFORMATION UTILIZED

In formulating our opinions and conclusions contained in this report, we reviewed documents produced by Management as well as third party industry data sources. The documents and information upon which we relied are identified below or are otherwise referenced in this report:

- 1. MFEC & Surgical Center Projections for DoN Factor 4 Application (2) BD....xlsx;
- 2. 2016 & 2015 TRs MFEC.PDF;
- Bank Letter.pdf;
- 4. Faility Medicare Payment.pdf;
- 5. Femto Laser charge.pdf;
- 6. Femto procedure interface cost.pdf;
- 7. Log 2-2-18.pdf;
- 8. Client Copy Return for 2015 CATARACT.pdf;
- 9. Client Copy Return for 2015 GOODMAN.pdf;
- Client Copy Return for CATARACT.pdf;
- 11. Client Copy Return for GOODMAN.pdf;
- 12. Glen K Goodman PC Financial Information.pdf;
- 13. The Cataract Surgical Center of Milford Financial Statements.pdf;
- 14. IBISWorld Industry Report, Optometrists in the US, dated September 2017;
- 15. IBISWorld Industry Report, Eye Surgery Clinics in the US, dated December 2017;
- 16. VMG Health, Multi-Specialty ASC Study Intellimarker 2017;
- 17. RMA Annual Statement Studies, published by Risk Management Associates;



- 18. Pratt's Stats; and
- 19. Provider Compensation Data from MGMA DataDive.

V. REVIEW OF THE PROJECTIONS

This section of our report summarizes our review of the reasonableness of the assumptions used and feasibility of the Projections.

The following tables presents the Key Metrics, as defined below, which compares the operating results of the Projections to market information from RMA Annual Studies ("RMA"), IBISWorld, Pratt's Stats and VMG Health as well as the Eye Center's historical performance, to assess the reasonableness of the projections.

Key Financial Metrics and Ratios		Actual				Projected		
Milford-Franklin Eye Center, LLC	2015	2016	2017	2018	2019	2020	2021	2022
Profitability								
Operating Margin (%)	64.0%	61.3%	54.8%	52.4%	50.5%	50.4%	51.5%	52.2%
Exoess Margin (%)	64.0%	61.3%	54.8%	52.4%	50.5%	50.4%	51.5%	52.2%
Net Income Margin (%)	63.8%	61.1%	54.7%	52.1%	50.2%	50.2%	51.3%	52.0%
Debt Service Coverage Ratio (x)	59.7	45.0	81.6	61.8	60.2	63.0	93.7	142.6
Liquidity								
Days of Available Cash and Investments on Hand (#)	63.0	45.1	51.6	71.8	76.3	82.4	89.2	95.9
Operating Cash Flow Margin (%)	64.8%	62.6%	57.8%	53.1%	52.0%	51.4%	52.0%	52.6%
Solvenoy								
Current Ratio (x)	5.3	4.9	6.6	16.7	18.9	35.9	83.0	88.2
Ratio of Long Term Debt to Total Capitalization (%)	26.3%	26.5%	14.6%	29.0%	24.6%	22.3%	20.7%	18.9%
Ratio of Cash Flow to Long Term Debt (%)	1972.4%	2288.8%	3789.8%	1063.7%	1245.1%	1409.1%	1564.7%	1744.2%
Unrestricted Net Assets (\$)	511,831	415,405	636,919	1,256,518	1,392,423	1,476,533	1,580,612	1,684,183
Total Net Assets (\$)	511,831	415,405	636,919	1,256,518	1,392,423	1,476,533	1,580,612	1,684,183



Key Financial Metrics and Ratios Milford-Franklin Eye Center, LLC	RMA - Optometrists	RMA - ASC	Industry Data IBIS - Optometrists	IBIS - Eye Surgery Clinics	Pratt's Stats	VMG Health - Multi- Specialty ASC
Profitability						
Operating Margin (%)	4.7%	25.1%	12.5%	13.0%	11.0%	21.1%
Excess Margin (%)	NA	NA	NA	NA	NA	NA
Net Income Margin (%)	3.5%	23.6%	NA	NA	8.0%	NA
Debt Service Coverage Ratio (x)	NA	NA	NA	NA	NA	NA
Liquidity						
Days of Available Cash and Investments on Hand (#)	NA	NA	NA	NA	NA	30.8
Operating Cash Flow Margin (%)	NA	NA	10.1%	NA	NA	NA
Solvency						
Current Ratio (x)	1.2	2.4	1.0	NA	10.9	3.4
Ratio of Long Term Debt to Total Capitalization (%)	41.4%	25.0%	NA	NA	NA	36.3%
Ratio of Cash Flow to Long Term Debt (%)	NA	NA	NA	NA	NA	NA
Unrestricted Net Assets (\$)	NA	NA	NA	NA	NA	NA
Total Net Assets (\$)	755,669	3,933,529	NA	NA	52,775	1,823,000

Footnotes:

⁽¹⁾ Profit margin per the IBIS reports not clearly defined so for purposes of the analysis are treated as Operating Margins.

⁽²⁾ EBITDA margins per VMG Health utilized as proxy for Operating Margin.

The Key Metrics fall into three primary categories: profitability, liquidity, and solvency. Profitability metrics are used to assist in the evaluation of management performance in how efficiently resources are utilized. Liquidity metrics, including common ratios such as "days of available cash and investments on hand", measure the quality and adequacy of assets to meet current obligations as they come due. Solvency metrics measure the company's ability to take on and service debt obligations. Additionally, certain metrics can be applicable to multiple categories. The table below shows how each of the Key Metrics are calculated.

Key Financial Metrics and Ratios	
Ratio Definitions	Calculation
Profitability	
Operating Margin (%) Excess Margin (%)	Income / (Loss) from Operations Divided by Total Revenue (Operating Revenue - Operating Expenses + Non-Operating Revenue) Divided by (Total Operating Revenue + Non-Operating Revenue)
Net Income Margin (%)	Net Income / Total Revenue
Debt Service Coverage Ratio (x)	Income / (Loss) from Operations Divided by Principal and Interest Payments
Liquidity	
	Cash and Investments Divided by Daily Operating Expenses (Exol. Depreciation)
Operating Cash Flow Margin (%)	Cash Flow from Operations Divided by Total Revenue
Solvenoy	
Current Ratio (x)	Current Assets Divided by Current Liabilities
Ratio of Long Term Debt to Total Capitalization (%)	Long Term Debt Divided by Total Capitalization (Total Debt and Unrestricted Net Assets)
Ratio of Cash Flow to Long Term Debt (%)	Cash Flow from Operations Divided by Long Term Debt
Unrestricted Net Assets (\$)	Total Unrestricted Net Assets
Total Net Assets (\$)	Total Shareholders' Equity of the Company



In reviewing the reasonableness of the Projections in comparison to the industry metrics we noted significantly higher operating and net income margins for the Applicant. We noted the comparison was not on a consistent basis given the employed physicians in the industry versus the non-employed physicians at the Applicant. The two physicians at the Applicant are co-owners and have elected to receive distributions from the partnership, rather than compensation through payroll expenses. We performed a sensitivity analysis to include estimated payroll expense related to the two partners of MFEC based on MGMA data in the historical and projected periods in order to compare to the industry metrics on a more meaningful basis. As a result of the sensitivity we noted no change to our opinion that the Proposed Project would not be likely to have a negative impact on the patient panel or result in the liquidation of the Applicant's assets.

Revenues

We analyzed the projected revenues within the Projections. Revenues for the Applicant include both revenues from the existing business, the Eye Center, as well as the Surgical Center.

Management projected annual revenue growth of 5.0 percent for the Eye Center based on an increase in volume supported by additional optometrists. This level of growth is within the range of the historical levels, which ranged from -4.6 percent to 27.2 percent. This projected growth for the Eye Center also includes expected growth related to a prior acquisition of a physician practice which occurred in FY 2017.

Projected revenues for the Surgical Center in the first projection year, FY 2018, are based on a build-up of number of cases and estimated rate or health insurance pay amount. A total of

Dr. Kaldawy MFEC March 13, 2018 Page 8



3,590 cases are projected in FY 2018 consisting of cataract surgeries, femto laser procedures, and other laser procedures. Dr. Kaldawy indicated that he and an additional surgeon will perform the surgeries. Per VMG Health data, there are an average of 5,219 cases per ambulatory surgery center per year in the Northeast region of the US, with an average of 20.9 cases per day. Per discussions with Management, we understand the Surgical Center can accommodate up to 22 cases a day. Total cases per the first projection year of 3,590 and an assumed 250 working days per year results in just over 14 cases per day. Therefore, it is reasonable to assume that Dr. Kaldawy and an additional surgeon could service the projected volume. Revenues in FY 2018 for the Surgical Center are significantly higher than historical levels; however, it is our understanding the prior owner was not operating at or close to capacity. We reviewed historical logs and invoices supporting the assumed rates in the Projections.

For the remainder of the projection period, 5.0 percent annual growth for the Surgical Center is assumed. This is expected to be achieved through volume increases and a continued improvement in mix towards the higher margin, technologically-advanced laser surgeries. These technologically-advanced laser surgeries will also enable increases to volume. Minimal growth is expected from health insurance pay or rate increases.

In order to determine the reasonableness of the projected revenues, we reviewed the underlying assumptions upon which Management relied. Based upon our review, Management relied upon the historical operating results and anticipated market movements.

Based upon the foregoing, it is our opinion that the revenue growth projected by Management reflects a reasonable estimation of future revenues of the Applicant.



2. Operating Expenses

We analyzed each of the categorized operating expenses for reasonableness and feasibility as it related to the Projections. Based upon our analysis, the majority of expenses were grown at an inflationary rate of 3.0 percent annually from FY 2017 levels, except for the following:

Medical Supplies

Expense related to medical supplies is projected at 15.0 percent of revenues. Historically medical supplies as a percentage of revenues for the Eye Center ranged from 9.1 percent to 14.6 percent and for the Surgical Center ranged from 24.8 percent to 29.9 percent. It is our understanding the Surgical Center is run by the existing owner prior to the Proposed Project through staffing with less efficient medical professionals and therefore, some operating inefficiencies may exist. It is reasonable to assume current Management will be able to maintain costs in line with existing Eye Center practices.

Payroll

Payroll expense is expected to increase at a projected rate of inflation plus adjustments for additional personnel requirements. Per Management, one office manager and one new staff person is expected to be added in FY 2018, two additional staff people and one optometrist in FY 2019, and an additional optometrist in FY 2020. As volume continues to increase at the Surgical Center and Dr. Kaldawy spends an increasing

Dr. Kaldawy MFEC March 13, 2018 Page 10



proportion of his time performing surgeries, optometrists will be hired to serve patients at the Eye Center.

Health insurance, payroll taxes, and profit sharing expense are all projected as a percentage of payroll expense throughout the Projections.

Laser Click Fees

Laser click fees are expected to increase at the same rate as revenue, 5.0 percent annually, given that the expense directly relates to the number of procedures performed.

Based upon the foregoing, it is our opinion that the operating expenses projected by Management reflects a reasonable estimation of future expenses of the Applicant.

3. Proposed Project Financing

We also reviewed the proposed financing of the project. Debt will finance approximately 80.0 percent of the purchase price. While this loan has not yet been taken out, we reviewed a draft term sheet from the bank expected to issue the loan. Given our review of this information and the Key Metrics above, it is our opinion that the Proposed Project will be adequately financed and the Applicant will be able to sufficiently service its debt.

Dr. Kaldawy MFEC March 13, 2018

BDO

VI. FEASIBILITY

We analyzed the Projections and Key Metrics for the Proposed Project. In preparing our analysis

we considered multiple sources of information including industry metrics, historical results, and

Management expectations. It is important to note that the Projections do not account for any

anticipated changes in accounting standards. These standards, which may have a material

impact on individual future years, are not anticipated to have a material impact on the

aggregate Projections.

Within the projected financial information, the Projections exhibit a cumulative operating

EBITDA surplus of approximately 52.6 percent of cumulative projected revenue for the five

years from 2018 through 2022. Based upon our review of the relevant documents and analysis

of the Projections, we determined the anticipated operating surplus is a reasonable expectation

and based upon feasible financial assumptions. Accordingly, we determined that the

Projections are reasonable and feasible, and not likely to have a negative impact on the patient

panel or result in a liquidation of assets of MFEC.

Respectively submitted,

Erik Lynch

Uw. Lyd

Partner, BDO USA LLP

Exhibit F: Milford-Franklin Eye Center, LLC-Articles of Organization

O°.

DEC 2 6 1997

MILFORD-FRANKLIN EYE CENTER LLC SECRETARY OF THE COMMONWEALTH CERTIFICATE OF ORGANIZATION

CORPORATIONS DIVISION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certify as follows:

- Federal Employer Identification Number. Applied for.
- Name of The Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is the Milford-Franklin Eye Center LLC.
- Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 258 Main Street, Suite 204, Milford, Massachusetts 01757.
- Business of the LLC. The general character of the business of the LLC is to transact and engage in the practice of medicine in the field known as Ophthalmology and to engage in any activities directly or indirectly related or incidental thereto. As of the date hereof, the Members of the LLC are Glen K. Goodman, M.D., 258 Main Street, Suite 204, Milford, MA 01757 and John F. Hatch, M.D., 258 Main Street, Suite 204, Milford, MA 01757. As of the date hereof, the only Members of the LLC who will engage in the practice of medicine are Glen K. Goodman, M.D. and John F. Hatch, M.D. The LLC shall abide by and be subject to any conditions or limitations established by the Board of Registration in Medicine, including the provisions of liability insurance required by M.G.L. c.156C, §65.

Attached are certificates of the Board of Registration in Medicine that Glen K. Goodman, M.D. and John F. Hatch, M.D., the are duly licensed.

- Date of Dissolution. The LLC has no specific date of dissolution.
- 6. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Glen K. Goodman, M.D., 258 Main Street, Suite 204, Milford, Massachusetts 01757.
- 7. Managers. As of the date hereof, the LLC does not have managers.
- 8. Execution of Documents. Any two (2) Members of the LLC are authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. 45 112 # 4
- 9. Execution of Documents relating to real property. Any two (2) Members of the LLC are authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.
- 10. <u>Effective Date</u>. The effective date of organization of the LLC shall be January 1, 1998.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 4M day of December, 1997.

Must Stay

John & Hatch, M.D.



ALEXANDER F. FLEMING

EXECUTIVE DIRECTOR
PENELOPE WELLS

Commonwealth of Massachusetts Board of Registration in Medicine

10 West Street Boston, Massachusetts 02111

(617) 727-3086

Fax: (617) 451-9568

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An Agency within the Office of Consumer Affairs and Business Regulation

NISHAN J. KECHEJIAN, M.D.

CARL M. SAPERS VICE-CHAIRMAN

MARY ANNA SULLIVAN, M.D.

ARNOLD S. RELMAN, M.D.

PETER N. MADRAS. M.D.

BOARD MEMBER

WALTER B. PRINCE

October 16, 1997

To Whom It May Concern:

This is to certify that GLEN K GOODMAN,

a graduate of BOSTON UNIVERSITY SCHOOL OF MEDICINE in the year 1978,

has been duly registered by this board as provided by the laws of the Commonwealth.

Certificate Number 46944 was issued to Dr. GLEN K GOODMAN

on 10/28/80. THIS LICENSE IS CURRENT. The expiration date is 10/29/99.

Our files contain NO COMPLAINT information on this physician.

Our files contain NO DOCKETED COMPLAINT information on this physician.

Our files contain OPEN COMPLAINT information on this physician.

Our files contain CLOSED, DISMISSED COMPLAINT information on this physician

Our files contain DISCIPLINARY information on this physician.

Our files contain PENDING ADJUDICATORY information on this physician.

Nishan J. Kechejian, M.D.,

SEAL

Chairman



Commonwealth of Massachusetts Board of Registration in Medicine

10 West Street Boston, Massachusetts 02111

> (617) 727-3086 Fax: (617) 451-9568

An Agency within the Office of Consumer Affairs and Business Regulation

NISHAN J. KECHEJIAN, M.D. CHAIRMAN

CARL M. SAPERS

MARY ANNA SULLIVAN, M.D. SECRETARY

ARNOLD S. RELMAN, M.D. BOARD MEMBER

PETER N. MADRAS, M.D.

WALTER B. PRINCE

October 16, 1997

ALEXANDER F. FLEMING EXECUTIVE DIRECTOR PENELOPE WELLS GENERAL COUNSEL

To Whom It May Concern:

This is to certify that JOHN FREDERICK HATCH,

a graduate of UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL in the year 1988.

has been duly registered by this board as provided by the laws of the Commonwealth.

Certificate Number 77517 was issued to Dr. JOHN FREDERICK HATCH on 04/28/93. THIS LICENSE IS CURRENT. The expiration date is 01/29/98. Our files contain NO OPEN or CLOSED complaints, and NO formal disciplinary action regarding this physician.

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Nishan J. Kechejian, M.D., Chairman

Please be advised that the above information is based entirely on examination of our open and closed complaint file. It is not based on a review of the application for licensure, renewal of licensure or any reports that the Board is required to receive by statute (from Courts, Insurers, Hospitals, etc.).

599632

COMMONWEALTH OF MASSACHUSETTS

REGISTERED LIMITED LIABILITY PARTNERSHIP (General Laws, Chapter 108A)

2675

> Cashiers Secretarys office

aple Francis Ballin

WILLIAM FRANCIS GALVIN SECRETARY OF THE COMMONWEALTH

Michael Lione 508-520-2200 97 DEC 26 PM I2: 52 CORPORATION DIVISION

Exhibit G: Milford Franklin Eye Center LLC-Operating Agreement

AMENDMENT TO SCHEDULE A OF THE AMENDED AND RESTATED OPERATING AGREEMENT

O

o.	
MILFORD-FRANKLIN EYE CE	ENTER, LLC
Effective June 14, 2008, the sole Members and Managers of are:	the MILFORD-FRANKLIN EYE CENTER, LLC
John F Hatch, MD	
and	
Roger M. Kaldawy, MD	
Each Member and Manager maintains a fifty percent (50%) of the LLC.	ownership in the assets and management
The current AMENDED AND RESTATED OPERATING AGREEMS SCHEDULE A is replaced with the following:	ENT shall remain in force.
NAME AND ADDRESS OF MEMBER	PERCENTAGE INTEREST
ohn F. Hatch, MD I Fox Run Road	50%
Medway, MA 02053	
Roger M. Kaldawy, MD Trailside Way Jorfolk, MA 02056	50%

John F, Match, MD, member LLC

Roger M. Kaldawy, MD, member LLC

Date_ 6-15-14

Date____6 // 5/ //6

MILFORD-FRANKLIN EYE CENTER, LLC

TABLE OF CONTENTS

- Copy of Amended and Restated Operating Agreement of Milford-Franklin Eye Center, LLC with attached exhibits;
- Copy of Agreement relative to the purchase of 25% interest in Milford-Franklin Optical, LLC;
- Copy of Membership Interest Purchase Agreement: John F. Hatch, M.D. to Roger M. Kaldawy, M. D. with attached exhibits;
- Copy of Membership Interest Purchase Agreement: John F. Hatch, M.D. to Mona Bhan, M. D.;
- Copy of Membership Interest Purchase Agreement: Glen K. Goodman, M.D. to Mona Bhan, M. D.;
- Copy of Membership Interest Purchase Agreement: Glen K. Goodman, M.D. to Roger M. Kaldawy, M. D. with attached exhibits;

AMENDED AND RESTATED OPERATING AGREEMENT

OF

MILFORD-FRANKLIN EYE CENTER, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT of the MILFORD-FRANKLIN EYE CENTER LLC (the "LLC") is between Glen K. Goodman, M.D. ("Goodman"), John F. Hatch, M.D. ("Hatch"), Mona Bhan, M.D. ("Bhan"), and Roger M. Kaldawy, M.D. ("Kaldawy" who with Goodman, Hatch and Bhan are collectively, the "Members" and individually, a "Member"). The effective date of this Agreement is August 1, 2004.

RECITALS

WHEREAS, Goodman and Hatch have been Members of Milford-Franklin Eye Center, LLC;

WHEREAS, the Company currently has an Operating Agreement (the "Original Operating Agreement");

WHEREAS, Bhan and Kaldawy wish to purchase membership interests in the LLC; and WHEREAS, the Members desire to replace the Original Operating Agreement in its entirety with this Amended and Restated Operating Agreement.

NOW THEREFORE, the Members, hereby amend and restate in its entirety the Original Operating Agreement and this Amended and Restated Operating Agreement shall be the operating agreement for the Company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

- I. Name of LLC. The name of the limited liability company is the Milford-Franklin Eye Center, LLC.
- II. Place of Business of LLC; Resident Agent. The address of the office of the LLC for purposes of Section 5 of the Act is 258 Main Street, Suite 204, Milford, Massachusetts 01757. The name and address of the resident agent for service of process for the LLC is Glen K. Goodman, M.D., 258 Main Street, Suite 204, Milford, Massachusetts 01757.
 - III. Members' Names and Business Addresses. The name and business address of

each Member are set forth on Schedule A attached hereto.

IV. Business of LLC; Rendition of Professional Service.

- A. The general character of the business of the LLC is to transact and engage in the practice of medicine in the field known as Ophthalmology and to engage in any activities directly or indirectly related or incidental thereto.
- B. Each Member represents and warrants that (s)he is duly licensed by the Board of Registration in Medicine to practice medicine in Massachusetts.
- C. Each Member agrees to render professional medical services for the LLC as determined by the Managers in accordance with the LLC's assignment, coverage and on-call schedules that shall be designed to assure that all of the needs of patients of the LLC, including in-patient responsibilities and emergency needs, are met in a competent, timely and responsive fashion in the manner and to the extent permitted by the applicable canons of professional ethics and standards of professional competence, as amended from time to time.

Without limiting the generality of the foregoing, the LLC shall determine scheduling of Members' work schedule from time to time. Each Member shall complete all work associated with the Member's duties, including completion of patient charts in a professional manner. Each Member shall be assigned a substantially equal share of night, weekend and holiday coverage and call responsibility, if any, along with other physicians employed or engaged by the LLC, according to a schedule established by the LLC from time to time. The LLC shall attempt to accommodate reasonable scheduling requests of a Member, but all schedules shall ultimately be determined in the sole discretion of the Managers of the LLC.

Each Member's duties under, each of which shall be subject to the day to day supervision of the LLC shall include, but are not limited to, the following:

 Preparation and completion in a timely manner, of accurate, legible and appropriate records, reports, claims, correspondence and other documentation relating to professional services rendered hereunder as reasonably requested by the LLC and in accordance with all applicable laws and regulations, including, but not limited to, all requirements under the Medicare and Medicaid programs and the Massachusetts Board of Registration in Medicine. All such records, reports, and correspondence shall remain the property of the LLC;

- Diligent promotion of the professional practice of the LLC and use of the Member's best efforts to promote and market the LLC's services in the community and participation in such promotional and marketing activities as shall be reasonably requested by the LLC;
- Attendance at all of the LLC's Managers' meetings, unless excused by the LLC;
- Attendance of professional conventions and post-graduate seminars and participation in professional societies, so far as is reasonable and practical and subject to scheduling needs of the LLC;
- Performance of all things reasonably desirable to maintain and improve the Member's professional skills, including those things reasonably requested by the LLC;
- vi. Use of the Member's best efforts and the Member's professional judgment to provide services for the LLC in a manner likely to maximize the productivity and efficiency of the LLC's practice;
- Cooperation with the other professional and nonprofessional staff of the LLC
- viii. Participation in Medicare, Medicaid and managed care programs and other third-party payor arrangements or governmental programs in which the LLC

participates and each Member shall abide by and act in accordance with the terms and conditions of all managed care agreements, network affiliation agreements, provider agreements and other contracts to which the LLC or Member (with the LLC's consent) is or becomes a party;

- ix. Cooperation with and participation in all quality assurance, utilization review, risk management and peer review programs and procedures as required by the LLC; and
- x. Maintenance of current medical staff membership with clinical privileges in Member's specialty in at least one hospital or medical facility at which the LLC directs the Member to provide medical services.
- D. The LLC and the Members shall abide by and be subject to any conditions or limitations established by the Board of Registration in Medicine, including, without limitation, the provisions of liability insurance required by M.G.L., c.156C, §65.

Management of LLC.

- A. The LLC shall be managed by the Managers. Goodman and Hatch are designated as the current Managers of the LLC. On or before August 1, 2006, each of Goodman, Hatch, Bhan and Kaldawy who are then Members shall then be Managers.
- B. There shall always be at least one (1) Manager. Only licensed medical doctors within the Commonwealth of Massachusetts who have practiced Ophthalmology for at least three (3) years and have been employed by the LLC for at least two (2) years may be Members. A Manager may be removed as a Manager or elected by a vote of sixty percent (60%) or more of the Members. No Manager may resign except after sixty (60) days prior written notice to all of the Members.
- C. (All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Managers. In the

event of a deadlock between the Managers, the action of holders of more than fifty percent (50%) interest of the Members, as set forth on Schedule "A" attached hereto, as adjusted from time to time (the "Percentage Interest") to account for additional contributions (capital or otherwise) and transfers of a Percentage Interest as hereinafter provided, unless pursuant to this Agreement, the Act or other applicable law, a greater percentage in interest of Members is required, shall make management decisions. The Managers shall have the exclusive right and full authority to manage, conduct and operate the LLC business. Specifically, but not by way of limitation, the Managers shall be authorized, (subject to the limitations in subsections of this Article V), for and on behalf of the LLC, to:

- acquire by purchase, lease or otherwise any property, both real and personal, tangible and intangible ("Property"), which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;
- carry on a trade or business, form all types of business entities or trusts; or acquire general or limited partnership interests in a partnership, membership interests in a limited liability company or a joint venture, shares in a corporation, or interests in any syndication;
- sell or grant an option for sale, exchange, pledge, mortgage or transfer all or any portion of the Property;
- 4. develop, maintain, improve, operate, manage, service or alter any Property, including building, repairing, tearing down and rebuilding structures or additions thereto and execute all necessary contracts and documents in connection therewith, including specifically, but without limiting the generality of the foregoing, the authority to enter into contracts, agreements for the services of architects, engineers, contractors and/or real estate brokers and managers for carrying out such purposes;
 - lease all or any portion of the Property whether or not the term

thereof extends beyond the term (if any) of the LLC;

- carry such insurance as the Members may deem appropriate;
- 7. borrow money, with or without security, execute guarantees for the benefit of third parties, and as security for any such borrowing or guarantees mortgage any or all of the Property and execute all necessary documents and instruments in connection therewith;
- 8. execute such documents as they deem necessary in connection with the acquisition, development and financing of any Property, including, without limiting the generality of the foregoing, (1) any mortgage in connection with any mortgage loan to provide funds for the acquisition and development of Property and any construction of improvements thereon; (2) any forms required by any governmental agency in connection with any such mortgage; and (3) any and all other documents required to be executed in connection with any such mortgage;
- replace, prepay in whole or in part, refinance, increase, modify, consolidate or extend any mortgages affecting all or any portion of the Property;
- 10. make contracts for the operation and management of all or any portion of the Property and employ employees, agents, accountants and attorneys, whether or not the parties to such contracts and such agents, accountants or attorneys have any interest in the LLC;
- 11. put record title to all or any portion of the Property in the name of a nominee provided the beneficial ownership interest in such nominee is identical with the ownership interest shown in Schedule A;
- open and maintain bank accounts with the right to deposit and withdraw therefrom;
 - invest and reinvest any of the Property or income of the LLC;
 - make any election under any tax law; and

- 15. exercise all powers and authority granted by the Act to members, except as otherwise specifically provided in this Agreement.
- D. The LLC shall only enter into employment with physicians or other employees upon the consent of all of the Members, which consent the Members agree not to unreasonably delay or withhold.

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- E. The foregoing notwithstanding, checks shall be drawn on the LLC bank account for LLC purposes only and may, for checks of \$500.00 or less, be signed by any Member, provided, however, that any Member may sign the weekly "draw" check paying themselves provided that no Member shall pay themselves more than \$150,000 during any quarter unless with the written permission of all Members. In the event that a Member has over withdrawn based on the quarterly financial reports prepared by the LLC's accountant, such Member(s) shall repay such over withdrawal to the LLC within thirty (30) days of the accountant's quarterly report. The \$150,000 quarterly draw limit may be amended by the written agreement of all Members. Checks or withdrawals for purposes other than draw in an amount greater than \$500, but less than \$15,000 shall require the written approval of all Managers and all checks and withdrawals in the amount of Fifteen Thousand Dollars (\$15,000.00), or more, shall be signed only with the written approval of all Members. The parties agree that the books and records of the LLC shall be open to all Members. For purposes of this paragraph "E", electronic email approval shall be deemed "written" approval.
- F. No Manager, without the consent of all other Members, may do any of the following in the name of the LLC:
- Borrow money for any purposes or utilize collateral owned by the LLC as security for such loans;
- Assign, transfer, pledge, compromise, or release any of the claims of or debts due the LLC in any amount greater than One Thousand Dollars (\$1,000.00) except

upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the LLC;

- 3. Make, execute, or deliver any assignment for the benefit of creditors, or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the LLC;
- Lease or mortgage any LLC real estate or any interest therein or enter into any contract for any such purpose;
- Pledge or hypothecate or in any manner transfer his interest in the LLC, except to another party to this agreement;
- Become a surety, guarantor, or accommodation party to any obligation, except an obligation of the LLC;
 - Hire or fire employees or agents of the LLC;
- Give any security or promise for the payment of money on account of the LLC, unless in the ordinary course of the LLC;
- 9. Enter into any bond, or become bailor, endorser or surety for any person or knowingly cause or suffer to be done anything whereby the LLC property may be seized, attached or taken on execution or endangered;
- Draw, accept or endorse any bill of exchange or promissory note on account of the LLC;
- Compromise, or compound, or, except upon payment in full, release or discharge any debt due to the LLC;
- Purchase any land or other improved or unimproved real property, or any improvements thereon or interest therein;
 - 13. Incur any indebtedness for borrowed money by the LLC or the

refinancing of any indebtedness of the LLC in excess of One Thousand Dollars (\$1,000.00);

- Enter into any contract, lease or other arrangement; and
- Terminate or modify any contract, lease or other arrangement.
- G. Any Manager is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
- H. Any Manager is authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.
- Except as hereinabove provided and as the Managers or Members may otherwise provide, actions by the LLC shall require the signatures of all Managers.
- J. Any person dealing with the LLC, other than a Member, may rely on the authority of the Managers in taking any action in the name of the LLC without inquiry into the provisions of this Agreement. Any document executed by two Managers shall be deemed to be the action of the LLC as to any third parties. No purchaser, tenant, transferee or obligor will have any obligation to see to the application of payments made to any Member on behalf of the LLC.
- K. Any person dealing with the LLC may rely upon a certificate signed by the Managers certifying as to:
 - the identity of the Members;
 - any conditions precedent to acts by the LLC;
 - the Members or Managers who are authorized to execute any documents and bind the LLC; and
 - any other matters involving the LLC or any Member.
- L. The annual meeting of Members shall be held within six (6) months after the end of the Company's fiscal year. The date and hour of the annual meeting shall be fixed by the Managers. The purposes for which the annual meeting is to be held, in addition to those prescribed

by law, or by this Agreement, may be specified by the Managers. In the event that no date for the annual meeting is established or if no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting. Special meetings of the Members may be called by Members owning a majority of the Percentage Interests owned by all Members. All meetings of Members shall be held at the principal office of the Company in Franklin, Massachusetts unless a different place (within the United States) is specified in the notice of the meeting. A written notice, stating the place, day and hour of all meetings of Members shall be given by the person or persons calling the meeting at least seven (7) days before the meeting, to each Member entitled to vote thereat. Notices of all meetings of Members shall state the purposes for which the meetings are called. No notice need be given to any Member if a written waiver of notice, executed before or after the meeting by the Member or his/her attorney, thereunto authorized, is filed with the records of the meeting. At any meeting of Members, a quorum for the transaction of business shall consist of Members owning a majority of the Percentage Interests owned by all Members. Each Member shall have one vote for each Percentage Interest owned by such Member. Members may vote either in person or by written proxy dated not more than six (6) months before the meeting named therein. No proxy shall be valid unless it shall be given to a Qualified Person. When a quorum shall be present, the holders of a majority of the Percentage Interests owned by all Members present or represented and voting on a matter, except where a larger vote shall be required by law, or this Agreement shall decide any matter to be voted on by the Members. After 2008, at each annual meeting of the Members, the Members shall elect as Managers each Member who indicates a desire to serve as a Manager. Any action by Members may be taken without a meeting if all Members entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of Members. Such consent shall be treated for all purposes as a vote at a meeting.

M. Regular meetings of the Managers may be held without call or notice at such places and at such times as the Managers may from time to time determine, provided that any Manager who shall be absent when such determination shall be made shall be given notice of the determination. A regular meeting of the Managers may be held without a call or notice at the same place as the annual meeting of Members, or the special meeting held in lieu thereof, following such meeting of Members. Special meetings of the Managers may be called by a majority of Managers then in office, and shall be held at the place designated in the notice or call thereof. Notices of any special meeting of the Managers shall be given to each Manager by one of the Managers calling the meeting at least twenty-four (24) hours in advance of the meeting. Notice need not be given to any Manager if a written waiver of notice, executed by him/her before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him/her. A notice or waiver of notice of a Managers' meeting need not specify the purposes of the meeting. At any meeting of the Managers, a majority of the Managers then in office shall constitute a quorum for the transaction of business; provided always that any number of Managers (whether one or more and whether or not constituting a quorum) present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof. At any meeting of the Managers at which a quorum is present, the action of the Managers on any matter brought before the meeting shall be decided by vote of a majority of Managers present and voting, unless a different vote is required by law or this Agreement. Any action by the Managers may be taken without a meeting if a written consent thereto is signed by all the Managers and filed with the records of the Managers' meetings. Such consent shall be treated as a vote of the Managers for all purposes. The Managers may participate in a meeting of the Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

VI. Capital Contributions; Capital Accounts; and Liability of Members.

- A. Each Member has contributed to the capital of the LLC cash or other property equal in value, when contributed, to the amount set forth opposite such Member's name on Schedule A attached hereto. Additional capital contributions may be made by any Member if agreed to by all of the Members and shall be reflected on a revised Schedule A. Each Member hereby waives the right to require partition of any Property owned by the LLC. The parties acknowledge that Goodman has relinquished all rights that he may have had to ownership of the name "Milford-Franklin Eye Center" and any derivatives or variants thereof and, to the logo shown on the Exhibit attached hereto as Exhibit "A" and to all derivatives or variants thereof and to all goodwill associated therewith (the "Name and Logo") and that the LLC has full and exclusive ownership of the Name and Logo.
- B. Except as otherwise provided in this Section VI, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC and no Member shall have the right to withdraw or to be repaid any capital contributed by him or to receive any other payment in respect of his interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as expressly provided in this Agreement.
- C. A separate capital account shall be established for each Member and shall be maintained in accordance with applicable regulations (the "Regulations") under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member and such Member's share of the net losses of the LLC.
 - D. The liability of the Members for the losses, debts and obligations of the

LLC shall be limited to their capital contributions. No Member shall have any liability to restore any negative balance in his Capital Account. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the LLC.

VII. Share of Profits and Other Items.

- A. Subject to the following provisions, the net profits and net losses of the LLC shall be allocated among the Members as set forth on expenses shown on the schedule attached hereto as Exhibit "B", as it may be amended from time to time by agreement of the Members.
- B A separate income account shall be maintained for each Member. LLC profits and losses shall be credited or charged to the separate income accounts as described herein.
- C. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal income tax return. For federal tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code and Regulations, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

VIII. Dissolution due to the Retirement, Withdrawal, Death, Disability, Bankruptcy, or Insolvency of a Member.

A. Any Member may voluntarily retire or withdraw from the LLC upon one hundred eighty (180) days' prior written notice to the other Member(s). Retirement, voluntary withdrawal, involuntary withdrawal as defined below in this paragraph death, disability

as defined in paragraph B of this Article VIII, bankruptcy, or insolvency ("Event of Dissolution") of a Member shall cause dissolution of the LLC as provided in this Article VIII. Each Member agrees to provide immediate written notice to the other Member(s) in the event of insolvency or the institution of proceedings by or against a Member under the United States Bankruptcy Code. A Member may be removed as a Member by the vote of the majority of the remaining Members upon the occurrence of any of the following events: (i) the Member's license to practice medicine in the Commonwealth of Massachusetts or in any other state being suspended, revoked or restricted in any manner; (ii) the Member's failure to remain qualified for or inability to qualify for errors and omissions liability insurance (malpractice insurance) with an insurance company duly licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to Company; (iii) the Member's failure to continue to have current, unrestricted controlled substance registrations issued by the Massachusetts Department of Public Health and the United States Drug Enforcement Administration; (iv) the Member's failure to continue to maintain in good standing a certification from the medical specialty board applicable to the specialty of ophthalmology; (v) the Member being reprimanded, sanctioned or disciplined by any licensing board or specialty board; (vi) the Member's medical staff privileges at any hospital or medical facility being suspended, curtailed, or revoked based on the quality of care provided by the Member or ethical or professional conduct by the Member; or the Member voluntarily relinquishing staff membership or clinical privileges while a charge of substandard quality of patient care or a charge based upon the Member's ethical or professional conduct was pending against her/him (regardless, in either case, of the truth or falsity of the charges); (vi) the Member being listed, at any time, on the Office of the Inspector General's Exclusion Database; (vii) the Member's conviction of or plea of nolo contendere to any felony or of any misdemeanor involving moral turpitude, dishonesty, breach of trust or the Member being adjudged to have engaged in unprofessional or unethical conduct by any board, institution, organization, or

professional society having jurisdiction to judge the conduct of the Member; (viii) Member's misappropriation of the property of Company, regardless of the value of such misappropriated property. (All of the foregoing (i)-(viii) an "Involuntary Withdrawal").

B. The term "disability" shall mean injury, illness or physical or mental incapacity of any kind, the effect of which is to preclude the Member from performing all or a substantial part of his/her essential job functions as a duly licensed physician for the LLC, provided that such disability continues for a period of at least ninety (90) days during any period of three hundred and sixty five (365) consecutive calendar days and performance of the essential job functions cannot be accomplished with reasonable accommodation. The LLC may require the Member to undergo, and the Member agrees to undergo, (i) a medical examination for the purposes of evaluating whether the Member is capable of performing his/her job effectively; (ii) a medical examination for the purposes of evaluating if the Member has a disability that meets the ADA definition of disability and an examination is appropriate to determine whether or not the Member can perform the essential job functions, with or without accommodation, without posing a health or safety threat that cannot be reduced or eliminated by a reasonable accommodation; or (iii) a medical examination if the Member requests an accommodation, and an examination is appropriate to determine whether or not the Member has a disability that meets the ADA definition of disability and can perform his/her essential job functions with a reasonable accommodation without posing a health or safety threat that cannot be reduced or eliminated by a reasonable accommodation. If any question shall arise as to whether during any period the Member is disabled, so as to be unable to perform substantially all of his/her duties and responsibilities hereunder, at the request of the LLC, the Member shall submit to a medical examination by a physician selected by the LLC to whom the Member or his/her duly appointed guardian, if any, has

no reasonable objection to determine whether the Member is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and the Member shall fail to submit to such medical examination, the LLC's determination of the issue shall be binding on the Member. Notwithstanding the foregoing, Goodman shall not be considered disabled in calendar year 2005 for purposes of this paragraph.

- C. Upon the occurrence of an Event of Dissolution, within ninety (90) days thereafter the remaining Members may elect to continue the business of the LLC by themselves or in conjunction with any other person or persons they may admit. In such event, such remaining Members shall pay to the retiring Member, or to the legal representatives of the deceased, disabled, bankrupt or insolvent Member, as the case may be, (i) the Value of said Member's Percentage Interest in the LLC as provided in paragraph D, below plus (ii) an amount as determined on Exhibit C as Guaranteed Payments to a Partner, which Guaranteed Payments shall be deductible by the LLC pursuant to Code Section 707(c) and reportable by the Member as ordinary income. If the remaining Members desire not to continue business, the LLC shall be liquidated in accordance with the provisions of Section X below.
- D. The value (the "Value") of the Percentage Interest of a retiring, deceased, disabled, bankrupt or insolvent Member, as of the date of the occurrence of the Event of Dissolution, shall be calculated as follows:

1. the sum of:

- (a) the Member's capital account; plus
- (b) said Member's share of the LLC's inventory which shall be valued at cost or market value, whichever is lower.

For purposes of this paragraph D, (1) real estate shall be valued at fair market value and

other assets shall be valued as agreed or valued according to an appraisal performed by a mutually agreed upon appraiser, and (2) no value shall be given to the Name or Logo or any intangible or goodwill in any computation of the Value. Notwithstanding the foregoing, in the event that Bhan or Kaldawy's Percentage Interest is purchased by the LLC, Goodman or Hatch on or before December 31, 2006, the price shall be the actual amount Bhan or Kaldawy, as the case may be, actually paid of the \$100,000 purchase price to Goodman and Hatch, pursuant to the provisions of the Membership Interest Purchase Agreements, this Agreement and any Promissory Notes between the parties.

E. The Value shall be paid to the Member entitled thereto or to his personal representatives in full within forty-five (45) days of the date of the Event of Dissolution.

Transfer of a Member's Percentage Interest.

- A. No Member, except with the consent of all other Members, shall assign, transfer, mortgage, create a security interest in, or sell his Percentage Interest or any part thereof (or any of the LLC's capital assets or property), or enter into any agreement as a result of which any person shall become interested with him in the LLC, or do any act detrimental to the best interests of the LLC or which would make it impossible to carry on the ordinary business of the LLC.
- B. If any person acquires a Percentage Interest, or becomes an assignee thereof, as the result of an order of a court which the LLC is required by law to recognize, or if a Percentage Interest is subjected to a lawful "charging order", or if a Member makes an unauthorized transfer or assignment of a Percentage Interest which the LLC is required by law (and by order of a court) to recognize, the LLC shall have an option to acquire the Percentage Interest of the transferce, assignee, successor in interest or Member whose interest is subject to such charging order (the "Seller") as hereinafter provided.
 - C. The LLC shall have an option to acquire the Percentage Interest by giving

written notice to the Seller of its intent to purchase same within ninety (90) days from the date the LLC receives written notice of the event giving rise to the option.

- D. The valuation date for the determination of the purchase price of the Percentage Interest shall be the first day of the month following the month in which such notice by the LLC is given.
- E. Unless the LLC and the Seller agree otherwise, the purchase price for the Percentage Interest shall be the Value determined as set forth in paragraph D of Section VIII above.
- F. Unless the LLC and the Seller agree otherwise, the closing of the sale shall occur at the office of the LLC in Franklin, Massachusetts on the thirtieth (30) business day following the date on which the appraisal is rendered.
- G. The LLC shall have the option, to be exercised in writing delivered at closing, to pay the purchase price in fifteen (15) equal annual installments with interest at the lowest rate per annum necessary to avoid any principal payment being treated as interest under the Code. The first installment of principal, with interest computed as of the closing date, shall be due and payable on the first business day of the calendar year following closing, and subsequent annual installments, with accrued interest, shall be due and payable on the first business day of each succeeding calendar year until the entire amount of the obligation is paid. The LLC shall have the right to prepay all or any part of the purchase price at any time without penalty.
- H. By unanimous agreement among Members, other than that of the Member whose interest is to be acquired, the LLC may assign the LLC's option to purchase to one or more of the remaining Members and when done, any rights or obligations imposed upon the LLC will instead become, by substitution, the rights and obligations of the Members who are assignees.
 - I. Neither the Seller nor the Member causing the transfer or assignment shall

have the right to vote on LLC matters during the prescribed option period, or, if the option to purchase is timely exercised, until the sale is closed.

X. LIQUIDATION PROCEDURE.

- A. Except as otherwise provided herein, upon dissolution of the LLC, the Members shall cause the liquidation thereof (the "Liquidation"). Upon Liquidation, the assets of the LLC shall be first used to pay or provide for payment of all debts of the LLC, including Guaranteed Payments as determined by Exhibit "C". Thereafter, all moneys in the income accounts of the Members shall be paid to the Members. The remaining assets, including furniture and equipment, shall then be divided according to the Percentage Interests of the Members after crediting or debiting to them the net profit or net loss accrued or incurred, as the case may be, from the date of the last accounting to the date of dissolution. Furniture, equipment and inventory shall be valued at book value and distributed in kind as provided in the preceding sentence. (If the assets of the LLC exceed the total of the capital accounts, said excess assets shall be divided evenly according to the Percentage Interests of the Members.
- B. Within thirty (30) days of the Event of Dissolution the Members or their legal representative shall agree on a form of notice or notices to be delivered to the LLC's patients, vendors, affiliated hospitals and colleagues regarding the Liquidation or continuation of the LLC without one of the Members, as the case may be, and the time at which such notices shall be mailed to the recipients.
- C. The medical records of each patient of the LLC shall, upon Liquidation, be retained by the Member chosen by such patient to continue to treat him or her, or if no choice is made, by the Member who last treated such patient. Otherwise, the medical records shall be retained by the Member(s) continuing the business of the LLC as provided in paragraph C of Section VIII above.

XI. Intentionally Left Blank

XII. Distribution to Members Upon Termination of Membership. No Member shall have any right to distributions respecting his or her membership interest (whether upon withdrawal, resignation or otherwise) except as expressly set forth herein. Whenever the LLC is to make any such distribution to a Member, such Member shall have no right to demand or receive property other than cash in satisfaction of such distribution. Whenever the LLC is to pay any sum to any Member, any amounts that Member owes the LLC may be deducted from that sum before payment.

XIII. Admission of New Members. A new Member may not be admitted to the LLC except upon the consent of all Members at the time of such admission, and except upon the agreement of the new Member to be bound by this Agreement and by such other terms as the Members may require. The foregoing notwithstanding, no new Member may be admitted unless he/she is licensed to practice medicine in Massachusetts.

XIV. Matters in which Members are Interested. Each Member, notwithstanding the existence of this Agreement, may engage in whatever activities he or she chooses, provided such activity is not competitive with or harmful to the LLC or Milford-Franklin Optical, LLC.

XV. Negligence or Wrongdoings. A Member guilty of negligence or wrongdoing shall reimburse, indemnify and hold harmless the LLC and the other Members for damages sustained by it or them as a result of such negligence or wrongdoing, except to the extent such damages are satisfied through proceeds of insurance.

XVI. Vacation. Each Member may take up to a total of eight (8) weeks annually for vacation and time spent at continuing medical education seminars; provided, however, that no Member shall take a vacation or attend a seminar during a time when more than one (1) other Member have previously announced an intention to do so.

XVII. Arbitration. It is the intention of the Members to bring all disputes between them to an early, efficient and final resolution. Therefore, it is agreed that in the event that the

Members are unable to resolve between themselves any disputes, claims and controversies with respect to this Agreement, any and all disputes, claims and controversies between the Members with respect to this Agreement shall be exclusively resolved as provided herein through binding arbitration. Any disputes, claims and controversies between the parties as it relates to the terms of this Agreement shall be submitted to arbitration, in accordance with the rules of the American Arbitration Association or other professional dispute resolution body mutually acceptable to the parties through an arbitrator in or near Boston, Massachusetts mutually agreed to by the Members (the "Arbitration Proceeding") provided, that (i) statutes of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in any action brought by a party hereto shall be applicable in arbitration proceedings hereunder, and the parties agree that the commencement of binding arbitration proceedings hereunder shall be deemed the commencement of an action for purposes of such doctrines, whether raised in court or arbitration; (ii) the parties shall have a maximum of four (4) months following the date of the filing of a Statement of Claim with the American Arbitration Association in which to serve interrogatories and document requests upon the other party, during which time the parties can take a maximum of three depositions per party. This discovery shall be conducted pursuant to the Massachusetts Rules of Civil Procedure; (iii) arbitration shall be conducted by a single arbitrator with experience in the area of the dispute with the power to award monetary and/or non-monetary relief, but not punitive damages (iv) the decision by the arbitrator shall be final and binding upon the parties and/or their heirs, successors and assigns; judgment upon the award rendered may be entered in any court for confirmation of the award and the entry of the judgment or for any other relief with respect to the award as provided by law.

XVIII. Miscellaneous.

A. All notices provided for under this agreement shall be in writing and shall be sufficient if delivered in hand or if sent by registered or certified mail to the last known address of the Member to whom such notice is given and with a copy to, in the case of notice to Goodman, Michael P. Doherty, Esq., Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, MA 02038; in the case of Dr. Hatch, a copy to Michael P. Doherty, Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, MA 02038; in the case of Dr. Bhan, a copy to Mark G. Shub, Esq., Shub and Associates, P.C., 66 Long Wharf, Boston, MA 02110 and in the case of Dr. Kaldawy, a copy to Mark G. Shub, Esq., Shub and Associates, P.C., 66 Long Wharf, Boston, MA 02110.

- B. Proper and complete books of account shall be kept at all times for the LLC, including those accounts described herein, and shall be open to inspection by any Member or his accredited representative upon request at any reasonable time. Said books shall be maintained at the offices of the LLC or such other places as the Members shall agree. The books of account shall be examined and reviewed as of the close of each fiscal year by an independent certified public accountant agreeable to the Members, who shall make a report thereon.
 - C. The fiscal year of the LLC shall end on December 31.
- D. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors, heirs, personal representatives, and permitted assigns.
- E. The parties have set forth herein their entire agreement, with respect to the subject matter hereof. No other prior representations or agreements, except those contained in this Agreement shall be of any force or effect. This Agreement may be modified only by a writing signed by all of the Members. No failure to seek enforcement of any provision of this Agreement shall be deemed a waiver. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- F. This Agreement and the rights and obligations of the parties hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

- G. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.
- H. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.
- I. The use of any gender or number shall be construed to refer to any other gender or number unless such reference is plainly inconsistent with the context.
- J. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- K. The section headings of this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation hereof.

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and under seal, this day of April 2005	, ,
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	Gleli K. Goodman, M.D.
	<i>(MU</i>
	John F. Hatch, M.D.
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	Mona Bhan, M. D.
	(/ /)
	- Waldle
	Roger M. Kaldawy, M.D.
	/)
COMMONWEALTH OF	MASSACHUSETTS
Notfolk, ss.	
	april 11 , 2005
On this 11th day of April , 2005, before appeared Glen K. Goodman, M.D. proved to me	e me, the undersigned notary public personally
which was known to the to be the person whose	name is signed on the proceding
document, and acknowledged to me that he/she sig	med it voluntarily for its stated purpose
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MICHAEL P. DOMERTY	My commission expires: Feb 2, 2007
MOTARY PUBLIC	, , , , , , , , , , , , , , , , , , ,
124 October State Commission Comm	
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate

On this day of, 2005, before me, the undersigned notary public, personally appeared John F. Hatch, M.D., proved to me through satisfactory evidence of identification, which was [or known to me] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.
Notary Public My commission expires: PATRICIA EARL
COMMONWEALTH OF MASSACHUSETTS Notary Public My Commission Expl. April 19, 2007
On this \(\frac{1}{2} \) day of \(\frac{1}{2} \), 2005, before me, the undersigned notary public, personally appeared Mona Bhan, M.D., proved to me through satisfactory evidence of identification, which was \(\frac{1}{2} \) [or known to me] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.
Notary Public My commission expires DIANE M. SORDAM Mokary Public My Commission Dights April 22, 24
COMMONWEALTH OF MASSACHUSETTS
on this day of, 2005, before me, the undersigned notary public, personally appeared Roger M. Kaldawy, M.D., proved to me through satisfactory evidence of identification, which was [or known to me] to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.
Notary Public My commission expires:
PATRICIA EL L Notary Pul. III My Commission Er ares April 19, 2037

SCHEDULE A TO AMENDED AND RESTATED OPERATING AGREEMENT OF

MILFORD-FRANKLIN EYE CENTER LLC

NAME AND ADDRESS OF MEMBER Glen K. Goodman, M.D. 1488 West Street, Wrentham, MA 02093	MEMBERS CAPITAL CONTRIBUTION A one-half (1/2) interest, being his entire interest, in the Partnership which did business as Milford-Franklin Eye Center	PERCENTAGE INTEREST 25%
John F. Hatch, M.D. 4 Fox Run Road Medway, MA 02053	A one-half (1/2) interest, being his entire interest, in the Partnership which did business as Milford-Franklin Eye Center	25%
Mona Bhan, M. D.	\$100,000.00	25%
Roger M. Kaldawy, M. D.	\$100,000.00	25%

EXHIBIT B TO AMENDED AND RESTATED OPERATING AGREEMENT OF

MILFORD-FRANKLIN EYE CENTER LLC

Allocation of Profit and Loss

Member's Compensation Methodology

A. General Principle:

- The LLC will provide professional ophthalmologic services.
- Each Member should be paid Member's Compensation in accordance with his personal
 productivity arising out of professional ophthalmologic services rendered by her/him. All fees
 that may be charged for or collected for services that a Member performs for LLC shall be the
 property of LLC.
- Each Member shall have a Member's Compensation Account and the LLC will make debits and credits to each Member's Compensation Account as set forth below.

B. Definitions:

"Compensation Adjustment" for Bhan means \$100,000.00 which will be debited to Bhan's Member Compensation Account as follows: \$74,356.00 August 1, 2004; and (2) \$25,644.00 in 12 equal monthly installments of \$2,137.00 from January 1, 2005 to December 1, 2005.

Compensation Adjustment" for Kaldawy means \$100,000.00 which will be debited to Kaldawy's Member Compensation Account as follows: \$68,730.00 on August 1, 2004; and (2) \$31,270.00 in 12 equal monthly installments of \$2605.84 from January 1, 2005 to December 1, 2005.

"Draw" means the amount paid to Member as an advance against Member's Compensation.

"Fixed Overhead" means all payments made by the LLC other than Member Specific Overhead.

"Member's Allocable Billing Expenses" shall be total billing expense multiplied by a fraction the numerator of which is the Member's professional services receipts and the denominator of which is the total professional services receipts of the LLC.

"Member's Applicable Overhead" for Goodman means for the month of January 2005 5% of Fixed Overhead and 100% of his Member Specific Overhead; for the month of February 2005, 6% of Fixed Overhead and 100% of his Member Specific Overhead; for the month of March 2005, 12.5% of Fixed Overhead and 100% of his Member Specific Overhead; and during each of the remaining months in calendar year 2005, the Applicable Percentage of Fixed Overhead and 100% of his Member Specific Overhead. The Applicable Percentage will be the product of 2.5% times the number of half days that Goodman provides services in each such week, but in no event less than 5% in any month.

"Member's Applicable Overhead" during calendar year 2005 for Hatch, Bhan and Kaldawy means 1/3rd of the Fixed Overhead in excess of Goodman's Fixed Overhead and 100% of each of their Member Specific Overhead. Thereafter Member's Applicable Overhead means for each Member an equal share of the Fixed Overhead and 100% of each of their Member Specific Overhead.

"Member's Compensation" means the total of the Draw and the credit balance in the Member's Compensation Account.

"Member Specific Overhead" means all expenses which are specific to a Member and which would not be incurred if the Member's membership with LLC were to terminate, including but not limited to Member's Allocable Billing Expenses, malpractice premiums, fluorescein and photography fees on Member's patients, meeting dues, health insurance premiums, medical and the cost of surgical equipment not agreed to be purchased by the LLC. Additionally all of the cost associated with the employment by that Member solely, including his applicable share of

billing costs, will be Member Specific Overhead of Goodman and all of the cost associated with the employment of Gayle Gillis will be Member Specific Overhead of Hatch.

C. Debits and Credits:

Member's professional services receipts will be credited to the Member's Compensation Account. In addition, the parties agree that there are and may in the future be employees of the LLC who's salary is debited from fewer than all of the Members Compensation

Accounts ("Special Employees") Professional services receipts from Special Employees shall be credited to that Member's or Members' Compensation Account(s) in the same manner and same proportion as the Member(s)' account is debited. *Interest received by the LLC* will be credited to the Member's Compensation Account equally.

Non-physician service revenues generated will be credited to the Member's Compensation Account as agreed by the Members.

Rental payments received from any sub-tenant will be credited to the Member's Compensation Account equally.

Physician Specific Expenses attributable to the Member shall be debited to the Member's Compensation Account.

Member's Applicable Overhead shall be debited to the Member's Compensation Account.

Member's Draw shall be debited to the Member's Compensation Account.

Bhan's Compensation Adjustment shall be debited to Bhan's Compensation Account, 50% of which shall be paid to Goodman's Compensation Account as royalty on the Name and Logo and 50% of which shall be paid to Hatch's Compensation Account.

Kaldawy's Compensation Adjustment shall be debited to Kaldawy's Compensation Account, 50% of which shall be paid to Goodman's Compensation Account as royalty on the Name and Logo and 50% of which shall be paid to Hatch's Compensation Account

D. Manner of Payment.

LLC shall pay to the Member the Draw, as an advance against the forecasted Member's Compensation, not less frequently than each month in arrears on the last business day of said month during the terms of this Agreement. At the end of each calendar year the LLC shall determine the credit balance in the Member's Compensation Account and distribute it to Member.

In the event that the Compensation received by a Member exceeds Compensation due to such Member when the LLC's accountant completes the LLC's annual financial statement excess Compensation, if any, shall be subject to repayment or offset against any future distributions of Compensation unless a request is made by holders of 50% of the Membership interest for earlier repayment, in which event, the overdraw Member shall be repay the overdrawn amount in full within 30 days of request by the holders of 50% of the Membership interest.

EXHIBIT C TO AMENDED AND RESTATED OPERATING AGREEMENT OF MILFORD-FRANKLIN EYE CENTER LLC

Guaranteed Payments

The Qualified Accounts Receivable Value. The Qualified Accounts Receivable Value of the terminated Member's shall be the product of (i) actual collections during the twelve (12) month period commencing on the first day following the date of the termination of the Member arising out of accounts receivable attributable to services rendered directly by the terminated Member for the period prior to termination Date, less the cost of collecting same and less refunds; provided however, in the event that the terminated Member has been paid excess compensation, then the Qualified Accounts Receivable Value will be reduced by the amount of the excess.

The Compensation Adjustment. In the event that Goodman becomes a terminated Member prior to the full Bhan Compensation Adjustment being credited to his Member Compensation Account, then the LLC shall continue to pay the Bhan Compensation Adjustment to Goodman in the same manner as it would have been paid if he were a Member. Similarly, In the event that Goodman becomes a terminated Member prior to the full Kaldawy Compensation Adjustment being credited to his Member Compensation Account, then the LLC shall continue to pay the Kaldawy Compensation Adjustment to Goodman in the same manner as it would have been paid if he were a Member.

In the event that Hatch becomes a terminated Member prior to the full Bhan Compensation

Adjustment being credited to his Member Compensation Account, then the LLC shall continue to
pay the Bhan Compensation Adjustment to Hatch in the same manner as it would have been paid
if he were a Member. Similarly, In the event that Hatch becomes a terminated Member prior to

the full Kaldawy Compensation Adjustment being credited to his Member Compensation Account, then the LLC shall continue to pay the Kaldawy Compensation Adjustment to Hatch in the same manner as it would have been paid if he were a Member.

In the event that Bhan shall become a terminated Member, the LLC shall pay to her the amount of the Bhan Compensation Adjustment actually debited to her Member Compensation Account prior to the date of her termination as a Member and such payments shall be in the same amount and over the same number of months that the Bhan Compensation Adjustment was actually debited to her Member Compensation Account.

In the event that Kaldawy shall become a terminated Member, the LLC shall pay to him the amount of the Kaldawy Compensation Adjustment actually debited to his Member Compensation Account prior to the date of his termination as a Member and such payments shall be in the same amount and over the same number of months that the Kaldawy Compensation Adjustment was actually debited to his Member Compensation Account.

AGREEMENT

AGREEMENT made as of this (I'M) day of _______, 2005 by and between Glen K. Goodman, M. D. ("Goodman"), Roger M. Kaldawy, M.D. ("Kaldawy"), John F. Hatch, M.D. ("Hatch") and Mona Bhan, M.D. ("Bhan")

RECITALS

WHEREAS, Goodman and Hatch are currently members of Milford-Franklin Eye Center, LLC;

WHEREAS, Goodman and Hatch each agree to sell one-half (1/2) of their interest in Milford-Franklin Eye Center, LLC to Bhan and Kaldawy;

WHEREAS, Bhan and Kaldawy have agreed to purchase one-half (1/2) of Goodman and Hatch's interest in Milford-Franklin Eye Center, LLC;

WHEREAS, therefore the parties each plan to own twenty-five percent (25%) interest in Milford-Franklin Eye Center as of August 1, 2004;

WHEREAS, Goodman owns one hundred percent (100%) interest in Milford-Franklin Optical, LLC;

WHEREAS, each of the parties have agreed that it would be advantageous to all of the Members of Milford-Franklin Eye Center, LLC to also own an equal interest in Milford-Franklin Optical, LLC;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

The parties shall negotiate in good faith to agree upon all of the reasonable terms
of an agreement whereby Goodman will sell a twenty-five percent (25%) interest
in Milford-Franklin Optical, LLC to each of Hatch, Bhan and Kaldawy, such
terms shall include, but not be limited to Goodman, Kaldawy, Hatch and Bhan
each having an equal voice in the management of Milford-Franklin Optical, LLC,

- including, but not limited to establishing the method of book keeping and the allocation of the overhead expenses;
- The purchase price shall be based on the fair market value of Milford Franklin Optical, LLC;
- 3. The parties agree that if they cannot agree upon the purchase price for Milford-Franklin Optical, LLC, by October 1, 2005, that Goodman shall nominate an independent appraiser and that Kaldawy, Bhan and Hatch shall jointly nominate a second independent appraiser. The two independent appraisers shall each engage a third independent appraiser. The appraised value established by the third appraiser shall be the basis of the purchase price for the twenty-five (25%) percent interests purchase by each of Bhan, Kaldawy and Hatch, which shall be the fair market value as established by said appraisal, multiplied by .25 (twenty-five percent);
- 4. Closing for the sale of the interest by Goodman to Bhan, Kaldawy and Hatch shall occur on or before December 31, 2005 at which Bhan, Kaldawy and Hatch shall each pay the purchase price to Goodman as provided by paragraph 2 or 3, above, as the case may be.

Executed under seal as of this ______day of April 2005.

Glen K. Goodman, M.D.

John F. Match, M.D

Mona Bhan, M.D.

Roger M. Kaldawy, M.L

MEMBERSHIP INTEREST PURCHASE AGREEMENT John F. Hatch, M.D. To Roger M. Kaldawy, M.D.

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is made effective as of the day of April 2005 by and among John F. Hatch, M.D. ("Dr. Hatch" or "Seller"), Roger M. Kaldawy, M.D. ("Dr. Kaldawy" or "Buyer"), and Milford-Franklin Eye Center, LLC, a Massachusetts limited liability company having its principal place of business located at 258 Main Street, Milford, MA 01757 ("Company").

WHEREAS, Seller is the beneficial and record owner of fifty (50%) percent of the Membership Interests in Company ("Seller's Membership Interests") and Glen K. Goodman M.D. (Dr. Goodman") is the beneficial and record owner of fifty (50%) percent of the Membership Interests of Company;

WHEREAS, Seller desires to sell twenty five (25%) percent of the Seller's Membership Interests to Buyer (a twelve and one half (12.5%) percent membership interest in the Company), and Buyer desires to purchase twenty five (25%) percent of the Seller's Membership Interests from Seller at the price and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously with this transaction Dr. Goodman will enter into a similar Membership Purchase Agreement with Buyer (the "Buyer's Companion Transaction"); and will sell to Buyer twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Seller will enter into a similar Membership Purchase Agreement (the "Bhan Transaction") with Mona Bhan, M.D. ("Dr. Bhan") and will sell to Dr. Bhan twenty five (25%) percent his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Dr. Goodman will enter into a similar Membership Purchase Agreement with Dr. Bhan (the "Bhan Companion Transaction") and will sell to Dr. Bhan twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, after the Closing as defined in <u>Section 8</u>, each of Dr. Bhan, Dr. Goodman, Dr. Hatch and Dr. Kaldawy will own a twenty five (25%) percent membership interest in the Company.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual promises and covenants contained herein, the parties agree as follows:

Sale of Seller's Membership Interests.

Subject to the terms and conditions hereinafter set forth, Seller shall sell and Buyer shall purchase the Seller's Membership Interests at the "Closing" on the "Closing Date" (both as defined in Section 8), for the consideration set forth in Section 2.

2. Purchase Price and Payment Terms.

- (a) The Purchase Price. The purchase price for the Seller's Membership Interests (the "Purchase Price") shall be Fifty Thousand (\$50,000.00) Dollars.
- (b) Payment Terms. The Purchase Price shall be paid to Seller by Buyer's execution of a Promissory Note, in substantially the form of <u>Exhibit 2(b)</u> hereof, payable in 36 equal monthly installments bearing interest on the unpaid balance at five (5%) per annum.

3. Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer that the statements contained in this <u>Section</u> <u>3</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of Seller and is a valid binding agreement of Seller, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Seller of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery of this Agreement nor the performance of its terms will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Seller is a party or by which Seller is bound or to which any of Seller's assets is subject.
- (c) Title to Seller's Membership Interests. Seller holds of record and owns beneficially the Seller's Membership Interests which constitutes fifty (50%) percent of the outstanding Membership Interests of the Company. All of Seller's Membership Interests have been validly issued and are fully paid and non-assessable. Seller has good and marketable title to all of Seller's Membership Interests with the absolute right to sell, assign and transfer the same to Buyer free and clear of all liens, mortgages, pledges, security interests or other encumbrances.

- (d) Organization, Qualification, Power and Authority of the Company. The Company is a limited liability duly organized, validly existing and in good standing under the laws of Massachusetts. The Company has full power and authority to own or lease and operate its properties and to carry on its business as such business is now conducted.
- (e) Non-contravention. The execution and delivery of this Agreement, and the consummation by the Company of the transaction contemplated hereby will not (i) violate or conflict with any provision of the Certificate of Organization or Operating Agreement of the Company; or (ii) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of the Company pursuant to (1) any agreement or instrument to which the Company is a party or by which any of its properties is bound, or (2) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority, except in the case of clause (ii) above for any violations, conflicts, defaults or encumbrances that individually and in the aggregate will not have a Material Adverse Effect.
- (f) Litigation. No action, suit, proceeding or investigation is pending or threatened against the Company.
- (g) Conformity to Law. The Company has complied in all material respects with and is in compliance in all material respects with (i) all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to the Company or any of its properties (including, without limitation, any labor, occupational health, zoning or other law, regulation or ordinance), and (ii) all unwaived terms and provisions of all contracts, agreements and indentures to which the Company is a party, or by which the Company or any of its properties is subject. The Company has not committed, been charged with, or been under investigation with respect to, nor does there exist, any violation of any provision of any federal, state or local law or administrative regulation in respect of the Company or any of its properties, except for any violation that individually and in the aggregate would not have a Material Adverse Effect.
- (h) Title to Property. The Company does not own any real property. The Company leases the premises in which it conducts its business from unrelated third parties, and to the best of Seller's knowledge, no party has a claim to the use and occupancy of the leased premises other than the Company.
- (i) Insurance. The Company to the best of Seller's knowledge is not in default in any material respect with respect to its obligations under any of such insurance policies and has not received any notification of cancellation of any such insurance policies.
- (j) Contracts. The Company is not aware of any breach of any of the provisions of any material contract to which the Company is a party or by or to which it or any of its assets or properties is bound or subject, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder by the Company. The Company believes that it has performed in all material respects all obligations required to be performed by it to date under each such contract.

- (k) No Undisclosed Liabilities. The Company has no material liabilities or any material obligations of any nature, whether accrued, absolute, contingent or otherwise (including, without limitation, as guarantor or otherwise with respect to obligations of others), other than performance obligations with respect to contracts of the Company that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles.
- (1) Disclosure. No representation or warranty by Seller in this Agreement, the Disclosure Schedule or in any certificate delivered to Buyer pursuant hereto or in connection with the consummation of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, when taken together and in light of the circumstances under which each such statement was made.

Representations and Warranties of Company.

Company hereby represents and warrants to Seller and Buyer that the statements contained in this <u>Section 4</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of the Company and is valid binding agreements of the Company, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by the Company of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery nor the performance of the terms of this Agreement will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which the Company is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which the Company is bound or to which any of the Company's assets is subject.
- (c) Waiver. Company waives any right it may have to purchase Seller's Membership Interests and consents to the sale contemplated herein.

Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that the statements contained in this <u>Section</u> <u>5</u> are correct and complete as of the date of this Agreement:

(a) Individual. Buyer is an individual now residing in Massachusetts and a licensed medical doctor in Massachusetts. (b) Binding and Effective Agreement. Neither the execution and delivery of this Agreement nor the performance of its terms will be in material violation of any contract to which Buyer is a party. This Agreement has been duly authorized by all necessary action of Buyer and is a valid binding agreement of Buyer, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Buyer of the transactions and obligations contemplated by this Agreement.

Conditions to Buyer's Obligations.

The obligations of Buyer to consummate the Closing are subject to the satisfaction, or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Seller and all of the representations and warranties of Company contained in this Agreement shall be true and correct in all respects of the Closing Date.
- (b) Compliance with Agreement. Seller and Company shall have performed all of Seller's and Company's obligations under this Agreement which are to be performed by Seller and Company prior to or on the Closing Date, and all documents and instruments required to be furnished by Seller and Company hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Buyer and Buyer's counsel.
- (c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Bhan shall close the Bhan Transaction concurrently with this transaction. Buyer and Dr. Goodman shall close the Kaldawy Companion Transaction concurrently with this transaction.

Conditions to Seller's Obligations.

The obligations of Seller to consummate this Agreement are subject to the satisfaction, or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects as of the Closing Date.
- (b) Compliance with Agreement. Buyer shall have performed all of Buyer's obligations under this Agreement which are to be performed by Buyer prior to or on the Closing Date, and all documents and instruments required to be furnished by Buyer hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Seller and Seller' counsel.

(c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Bhan shall close the Bhan Transaction concurrently with this transaction. Buyer and Dr. Goodman shall close the Kaldawy Companion Transaction concurrently with this transaction.

No Reliance on Extrinsic Material.

- (a) Access to Records. Buyer acknowledges that prior to the date of the execution of this Agreement until the Closing Date, Buyer and Seller and their authorized representatives have had full and complete access during normal business hours to books and records of Company and that as an employee of Milford-Franklin Eye Center, LLC, Buyer has had the opportunity to become familiar with the Company. Buyer acknowledges that except for the representations contained herein, he/she is not relying on any other representation, warranties or other material in deciding to buy pursuant to this Agreement.
- (b) Execution of Documents; Cooperation. Each of the Company, Buyer, and Seller shall execute each of the documents related to the Agreement and to which it is a party and shall use its best efforts to perform and fulfill all conditions and obligations to be performed or fulfilled by it hereunder to the end that the transactions contemplated by this Agreement will be fully and timely consummated.

Closing and Deliveries.

The closing of the purchase and sale of the Seller's Membership Interests (the "Closing") shall take place at 9:00 p.m. on April 11, 2005 (the "Closing Date") at the offices of Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, Massachusetts or such other time and place as otherwise agreed by the parties.

10. Miscellaneous Provisions.

- (a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.
- (b) Notice. All notices, payments, demands and requests permitted or required hereunder shall be in writing and shall be deemed duly given if mailed by certified mail, postage prepaid, return receipt requested, and addressed to each party at the address set forth on the signature page or any other address designated by such party by giving notice of such change of address in the manner set forth above. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth below, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, on the 5th business day following the day such mailing is made.
- (c) Entire Agreement. This Agreement together with the Exhibits hereto and the other documents and agreements executed in connection herewith (together, the "Documents")

embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

- (d) Construction. This Agreement shall be governed and interpreted in all respects and the rights of the parties shall be determined under and by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof. The parties expressly agree that venue shall lie in the courts of Massachusetts with respect to any dispute arising under this Agreement. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.
- (e) Further Assurances. If at any time any party hereto shall determine that any further agreements, assurances or documents are reasonably necessary or desirable to carry out the provisions of this Agreement and the transactions provided hereunder, the parties shall execute and deliver any and all things reasonably necessary or appropriate to carry out fully the provisions hereof without further consideration and without unreasonable delay.
- (f) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

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- (g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- (h) Captions. The captions of the sections and sub-sections of this Agreement are for convenience of reference only and do not form a part hereof, and in no way modify, interpret or construe the meanings of the parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- Assignment. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties,
- (k) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.
- (1) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (m) Expenses. Each of Buyer and Seller will bear his own expenses and costs of the transactions contemplated hereby, including, but not limited to, the fees of attorneys and financial advisors.
- (n) Governing Law; Enforcement. This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the state courts in the Commonwealth of Massachusetts, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto, (i) consents to submit itself to the personal jurisdiction of the state courts of the Commonwealth of Massachusetts in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in the state courts in the Commonwealth of Massachusetts, and

(iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

THIS PAGE ENDS HERE THE NEXT PAGE IS THE SIGNATURE PAGE IN WITNESS WHEREOF, intending to be legally bound hereby the parties have executed this Agreement under seal on the day and year first above written.

John F. Hatch, M.D.	BUYER: Roger M. Kaldawy, M.D.
Address for Notice Purposes:	Address for Notice Purposes

COMPANY:

Milford-Franklin Eye Center, LC

Bv:

258 Main Street, Milford, MA 01757

MEMBERSHIP INTEREST PURCHASE AGREEMENT Glen K. Goodman, M.D. To Roger M. Kaldawy, M.D.

Exhibit 2(b)
Form of Promissory Note

10475-a.doc - 11 -

PROMISSORY NOTE

\$50,000.00 April 11, 2005

FOR VALUE RECEIVED, Roger M. Kaldawy, M.D. ("Maker"), hereby promises to pay to John F. Hatch, M. D., of 4 Fox Run Road, Medway, Massachusetts 02053 ("Holder"), or order, at the Holder's address designated by Holder from time to time, on or before April 11, 2008 (the "Maturity Date"), the sum of Fifty Thousand Dollars (\$50,000.00) together with interest on unpaid balances equal to five (5) percent per annum (the "Interest Rate"). The Interest Rate shall be computed on the basis of a three hundred sixty-five (365) day year, for the actual number of days in each period for which interest is charged.

The principal sum and interest payment shall be paid in thirty six (36) equal monthly installments of One Thousand Four Hundred Ninety-eight and 55/100 Dollars (\$1,498.55) on the 11th day of each month, beginning May 11, 2005 and continuing until the loan is fully paid on the Maturity Date.

All unpaid principal and all accrued but unpaid interest shall be due and payable on the Maturity Date without presentment, notice, protest or demand of any kind (all of which are expressly waived by the undersigned).

Maker at any time before the Maturity Date may prepay any part or all of the principal amount without penalty.

The occurrence of any one or more of the following events shall constitute a default (each, an "Event of Default") under this Note: (1) the failure to pay any installment of interest or principal as and when it shall become due, whether at maturity or by acceleration or otherwise; (2) the Maker shall commence a voluntary case under the United States Bankruptcy Code; (3) the Maker shall have filed against it a petition commencing an involuntary case under the United States Bankruptcy Code which shall not have been dismissed within sixty (60) days after the date on which such petition is filed; or shall file an answer or other pleading within such sixty (60)-day period admitting or failing to deny the material allegations of such a petition or seeking, consenting to or acquiescing in the relief therein provided; (4) the Maker shall have entered against it an order for relief in any involuntary case commenced under the United States Bankruptcy Code; (5) the Maker shall seek relief as a debtor under any applicable law, other than the United States Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consent to or acquiesce in such relief; (6) the Maker shall have entered against it an order by a court of competent jurisdiction: (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property; (7) the Maker shall make an assignment for the benefit of, or enter into a composition with, its creditors, or appoint, or consent to the appointment of, or suffer to exist a receiver or other custodian for, all or a substantial portion of its property; (8) Maker (i) no longer being a licensed physician in Massachusetts, or a member of Milford-Franklin Eye Center, LLC, (ii) Maker's death; (9) Maker selling his interest in Milford-Franklin Eye Center; or (10) Marker's violation of any obligation pursuant to either the Membership Interest Purchase Agreement between Maker and Glen K. Goodman, the Membership Interest Purchase Agreement between Maker and John F. Hatch, or the Amended and Restated Operating Agreement of Milford-Franklin Eye Center, LLC.

If any one or more Events of Default shall occur and continue, then in each and every case: (1) the entire balance outstanding hereunder shall, at the option of the Holder of this Note, become forthwith due and payable upon written notice to Maker (the "Default Notice") and without presentment, protest notice (other than the Default Notice) or demand of any kind (all of which are expressly waived by the undersigned), for the payment of the whole or any part hereof, (2) Holder may proceed to protect and enforce Holder's rights by suit in equity, action at law and/or other appropriate proceeding. To the extent not prohibited by applicable law which cannot be waived, all Holder's rights hereunder are cumulative. Maker shall pay all of the Holder's costs, reasonable attorneys, accountant and other fees and costs incurred in collecting payment in the event of a Default.

Failure of the Holder to exercise any rights of the Holder hereunder or the acceptance by the Holder hereof of partial payments hereunder, shall not constitute a waiver of any such right or of the right to subsequent exercise of said right with respect to the same or subsequent events, but all rights shall remain continuously in force. No waiver of any right shall be effective unless in writing and signed by the Holder. This Note may not be changed orally but only by an agreement in writing.

All parties now or hereafter liable for the payment of any of the indebtedness hereby evidenced agree, by executing or endorsing this Note or by entering into or executing any agreement to pay any indebtedness hereby evidenced, that the Holder hereof shall have the right, without notice, to deal in any way at any time with any party or to grant any extensions of time for payment of any of said indebtedness or any other indulgences or forbearances whatsoever, without in any way affecting the liability of any party hereunder and nothing shall discharge the within obligations of such party except payment and performance in full.

Each party now or hereafter liable hereunder as maker, co-maker, endorser, surety, guarantor or otherwise, hereby waives demand, presentment, protest, notice of any kind, other than the Default Notice and all suretyship defenses generally, assents to any extension of time for payment or other indulgences granted by the Holder, whether the same is granted to the Maker or to any guarantor or endorser of this Note, postponement, modification or amendment of or with respect to said Note, and to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and to any other indulgence or forbearance by the Holder hereof, and agrees that nothing shall discharge the within obligations of such party except performance in full.

As used herein, the word "Holder" shall mean the payee or any endorsee of this Note in possession hereof.

The rights and obligations of Maker and all provisions hereof shall be governed by, and construed as a sealed instrument in accordance with, the laws of the Commonwealth of Massachusetts.

All of the provisions hereof shall be binding upon and inure to the benefit of the undersigned and holder and their respective personal representatives, successors and assigns.

THIS PAGE ENDS HERE
THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, Maker has caused this Note to be executed as a sealed instrument
as of the day and year first above written.
Roger M. Raldawy, M.D.

MEMBERSHIP INTEREST PURCHASE AGREEMENT John F. Hatch, M.D. To Mona Bhan, M.D.

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is made effective as of the day of April 2005 by and among John F. Hatch, M.D. ("Dr. Hatch" or "Seller"), Mona Bhan, M.D. ("Dr. Bhan" or "Buyer"), and Milford-Franklin Eye Center, LLC, a Massachusetts limited liability company having its principal place of business located at 258 Main Street, Milford, MA 01757 ("Company").

WHEREAS, Seller is the beneficial and record owner of fifty (50%) percent of the Membership Interests in Company ("Seller's Membership Interests") and Glen K. Goodman M.D. ("Dr. Goodman") is the beneficial and record owner of fifty (50%) percent of the Membership Interests of Company;

WHEREAS, Seller desires to sell twenty five (25%) percent of the Seller's Membership Interests to Buyer (a twelve and one half (12.5%) percent membership interest in the Company), and Buyer desires to purchase twenty five (25%) percent of the Seller's Membership Interests from Seller at the price and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously with this transaction Dr. Goodman will enter into a similar Membership Purchase Agreement with Buyer (the "Buyer's Companion Transaction"); and will sell to Buyer twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Seller will enter into a similar Membership Purchase Agreement (the "Kaldawy Transaction") with Roger M. Kaldawy, M.D. ("Dr. Kaldawy") and will sell to Dr. Kaldawy twenty five (25%) percent his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Dr. Goodman will enter into a similar Membership Purchase Agreement with Dr. Kaldawy (the "Kaldawy Companion Transaction") and will sell to Dr. Kaldawy twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, after the Closing as defined in <u>Section 8</u>, each of Dr. Bhan, Dr. Goodman, Dr. Hatch and Dr. Kaldawy will own a twenty five (25%) percent membership interest in the Company.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual promises and covenants contained herein, the parties agree as follows:

Sale of Seller's Membership Interests.

Subject to the terms and conditions hereinafter set forth, Seller shall sell and Buyer shall purchase the Seller's Membership Interests at the "Closing" on the "Closing Date" (both as defined in Section 8), for the consideration set forth in Section 2.

2. Purchase Price and Payment Terms.

- (a) The Purchase Price. The purchase price for the Seller's Membership Interests (the "Purchase Price") shall be Fifty Thousand (\$50,000.00) Dollars.
- (b) Payment Terms The Purchase Price shall be paid to Seller by Buyer in good funds at the Closing.

3. Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer that the statements contained in this <u>Section</u> <u>3</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of Seller and is a valid binding agreement of Seller, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Seller of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery of this Agreement nor the performance of its terms will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Seller is a party or by which Seller is bound or to which any of Seller's assets is subject.
- (c) Title to Seller's Membership Interests. Seller holds of record and owns beneficially the Seller's Membership Interests which constitutes fifty (50%) percent of the outstanding Membership Interests of the Company. All of Seller's Membership Interests have been validly issued and are fully paid and non-assessable. Seller has good and marketable title to all of Seller's Membership Interests with the absolute right to sell, assign and transfer the same to Buyer free and clear of all liens, mortgages, pledges, security interests or other encumbrances.
- (d) Organization, Qualification, Power and Authority of the Company. The Company is a limited liability duly organized, validly existing and in good standing under the

laws of Massachusetts. The Company has full power and authority to own or lease and operate its properties and to carry on its business as such business is now conducted.

- (e) Non-contravention. The execution and delivery of this Agreement, and the consummation by the Company of the transaction contemplated hereby will not (i) violate or conflict with any provision of the Certificate of Organization or Operating Agreement of the Company; or (ii) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of the Company pursuant to (1) any agreement or instrument to which the Company is a party or by which any of its properties is bound, or (2) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority, except in the case of clause (ii) above for any violations, conflicts, defaults or encumbrances that individually and in the aggregate will not have a Material Adverse Effect.
- (f) Litigation. No action, suit, proceeding or investigation is pending or threatened against the Company.
- (g) Conformity to Law. The Company has complied in all material respects with and is in compliance in all material respects with (i) all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to the Company or any of its properties (including, without limitation, any labor, occupational health, zoning or other law, regulation or ordinance), and (ii) all unwaived terms and provisions of all contracts, agreements and indentures to which the Company is a party, or by which the Company or any of its properties is subject. The Company has not committed, been charged with, or been under investigation with respect to, nor does there exist, any violation of any provision of any federal, state or local law or administrative regulation in respect of the Company or any of its properties, except for any violation that individually and in the aggregate would not have a Material Adverse Effect.
- (h) Title to Property. The Company does not own any real property. The Company leases the premises in which it conducts its business from unrelated third parties, and to the best of Seller's knowledge, no party has a claim to the use and occupancy of the leased premises other than the Company.
- (i) Insurance. The Company to the best of Seller's knowledge is not in default in any material respect with respect to its obligations under any of such insurance policies and has not received any notification of cancellation of any such insurance policies.
- (j) Contracts. The Company is not aware of any breach of any of the provisions of any material contract to which the Company is a party or by or to which it or any of its assets or properties is bound or subject, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder by the Company. The Company believes that it has performed in all material respects all obligations required to be performed by it to date under each such contract.

- (k) No Undisclosed Liabilities. The Company has no material liabilities or any material obligations of any nature, whether accrued, absolute, contingent or otherwise (including, without limitation, as guarantor or otherwise with respect to obligations of others), other than performance obligations with respect to contracts of the Company that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles.
- (1) Disclosure. No representation or warranty by Seller in this Agreement, the Disclosure Schedule or in any certificate delivered to Buyer pursuant hereto or in connection with the consummation of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, when taken together and in light of the circumstances under which each such statement was made.

4. Representations and Warranties of Company.

Company hereby represents and warrants to Seller and Buyer that the statements contained in this <u>Section 4</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of the Company and is valid binding agreements of the Company, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by the Company of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery nor the performance of the terms of this Agreement will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which the Company is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which the Company is bound or to which any of the Company's assets is subject.
- (c) Waiver. Company waives any right it may have to purchase Seller's Membership Interests and consents to the sale contemplated herein.

Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that the statements contained in this <u>Section</u> <u>5</u> are correct and complete as of the date of this Agreement:

(a) Individual. Buyer is an individual now residing in Massachusetts and a licensed medical doctor in Massachusetts. (b) Binding and Effective Agreement. Neither the execution and delivery of this Agreement nor the performance of its terms will be in material violation of any contract to which Buyer is a party. This Agreement has been duly authorized by all necessary action of Buyer and is a valid binding agreement of Buyer, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Buyer of the transactions and obligations contemplated by this Agreement.

Conditions to Buyer's Obligations.

The obligations of Buyer to consummate the Closing are subject to the satisfaction, or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Seller and all of the representations and warranties of Company contained in this Agreement shall be true and correct in all respects of the Closing Date.
- (b) Compliance with Agreement. Seller and Company shall have performed all of Seller's and Company's obligations under this Agreement which are to be performed by Seller and Company prior to or on the Closing Date, and all documents and instruments required to be furnished by Seller and Company hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Buyer and Buyer's counsel.
- (c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Kaldawy shall close the Kaldawy Transaction concurrently with this transaction. Buyer and Dr. Goodman shall close the Bhan Companion Transaction concurrently with this transaction.

Conditions to Seller's Obligations.

The obligations of Seller to consummate this Agreement are subject to the satisfaction, or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects as of the Closing Date.
- (b) Compliance with Agreement. Buyer shall have performed all of Buyer's obligations under this Agreement which are to be performed by Buyer prior to or on the Closing Date, and all documents and instruments required to be furnished by Buyer hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Seller and Seller' counsel.

(c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Kaldawy shall close the Kaldawy Transaction concurrently with this transaction. Buyer and Dr. Goodman shall close the Bhan Companion Transaction concurrently with this transaction.

No Reliance on Extrinsic Material.

- (a) Access to Records. Buyer acknowledges that prior to the date of the execution of this Agreement until the Closing Date, Buyer and Seller and their authorized representatives have had full and complete access during normal business hours to books and records of Company and that as an employee of Milford-Franklin Eye Center, LLC, Buyer has had the opportunity to become familiar with the Company. Buyer acknowledges that except for the representations contained herein, he/she is not relying on any other representation, warranties or other material in deciding to buy pursuant to this Agreement.
- (b) Execution of Documents; Cooperation. Each of the Company, Buyer, and Seller shall execute each of the documents related to the Agreement and to which it is a party and shall use its best efforts to perform and fulfill all conditions and obligations to be performed or fulfilled by it hereunder to the end that the transactions contemplated by this Agreement will be fully and timely consummated.

Closing and Deliveries.

The closing of the purchase and sale of the Seller's Membership Interests (the "Closing") shall take place at 9:00 p.m. on April 11, 2005 (the "Closing Date") at the offices of Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, Massachusetts or such other time and place as otherwise agreed by the parties.

10. Miscellaneous Provisions.

- (a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.
- (b) Notice. All notices, payments, demands and requests permitted or required hereunder shall be in writing and shall be deemed duly given if mailed by certified mail, postage prepaid, return receipt requested, and addressed to each party at the address set forth on the signature page or any other address designated by such party by giving notice of such change of address in the manner set forth above. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth below, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, on the 5th business day following the day such mailing is made.
- (c) Entire Agreement. This Agreement together with the Exhibits hereto and the other documents and agreements executed in connection herewith (together, the "Documents")

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embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

- (d) Construction. This Agreement shall be governed and interpreted in all respects and the rights of the parties shall be determined under and by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof. The parties expressly agree that venue shall lie in the courts of Massachusetts with respect to any dispute arising under this Agreement. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.
- (e) Further Assurances. If at any time any party hereto shall determine that any further agreements, assurances or documents are reasonably necessary or desirable to carry out the provisions of this Agreement and the transactions provided hereunder, the parties shall execute and deliver any and all things reasonably necessary or appropriate to carry out fully the provisions hereof without further consideration and without unreasonable delay.
- (f) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

- (g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- (h) Captions. The captions of the sections and sub-sections of this Agreement are for convenience of reference only and do not form a part hereof, and in no way modify, interpret or construe the meanings of the parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- (j) Assignment. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties,
- (k) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.
- (1) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (m) Expenses. Each of Buyer and Seller will bear his own expenses and costs of the transactions contemplated hereby, including, but not limited to, the fees of attorneys and financial advisors.
- (n) Governing Law; Enforcement. This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the state courts in the Commonwealth of Massachusetts, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto, (i) consents to submit itself to the personal jurisdiction of the state courts of the Commonwealth of Massachusetts in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in the state courts in the Commonwealth of Massachusetts, and

(iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

THIS PAGE ENDS HERE THE NEXT PAGE IS THE SIGNATURE PAGE IN WITNESS WHEREOF, intending to be legally bound hereby the parties have executed this Agreement under seal on the day and year first above written.

SELLER:	BUYER:
	Mor
John F/Hatch, M.D.	Mona Bhan, M.D.
Address for Notice Purposes:	Address for Notice Purposes
COMPANY:	
Milford-Franklin Eye Center ALC	

258 Main Street, Milford, MA 01757

MEMBERSHIP INTEREST PURCHASE AGREEMENT Glen K. Goodman, M.D.

To Mona Bhan, M.D.

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is made effective as of the day of April 2005 by and among Glen K. Goodman, M.D. ("Dr. Goodman" or "Seller"), Mona Bhan, M.D. ("Dr. Bhan" or "Buyer"), and Milford-Franklin Eye Center, LLC, a Massachusetts limited liability company having its principal place of business located at 258 Main Street, Milford, MA 01757 ("Company").

WHEREAS, Seller is the beneficial and record owner of fifty (50%) percent of the Membership Interests in Company ("Seller's Membership Interests") and John F. Hatch M.D. ("Dr. Hatch") is the beneficial and record owner of fifty (50%) percent of the Membership Interests of Company;

WHEREAS, Seller desires to sell twenty five (25%) percent of the Seller's Membership Interests to Buyer (a twelve and one half (12.5%) percent membership interest in the Company), and Buyer desires to purchase twenty five (25%) percent of the Seller's Membership Interests from Seller at the price and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously with this transaction Dr. Hatch will enter into a similar Membership Purchase Agreement with Buyer (the "Buyer's Companion Transaction"); and will sell to Buyer twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Seller will enter into a similar Membership Purchase Agreement (the "Kaldawy Transaction") with Roger M. Kaldawy, M.D. ("Dr. Kaldawy") and will sell to Dr. Kaldawy twenty five (25%) percent his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Dr. Hatch will enter into a similar Membership Purchase Agreement with Dr. Kaldawy (the "Kaldawy Companion Transaction") and will sell to Dr. Kaldawy twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, after the Closing as defined in <u>Section 8</u>, each of Dr. Bhan, Dr. Goodman, Dr. Hatch and Dr. Kaldawy will own a twenty five (25%) percent membership interest in the Company.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual promises and covenants contained herein, the parties agree as follows:

Sale of Seller's Membership Interests.

Subject to the terms and conditions hereinafter set forth, Seller shall sell and Buyer shall purchase the Seller's Membership Interests at the "Closing" on the "Closing Date" (both as defined in Section 8), for the consideration set forth in Section 2.

2. Purchase Price and Payment Terms.

- (a) The Purchase Price. The purchase price for the Seller's Membership Interests (the "Purchase Price") shall be Fifty Thousand (\$50,000.00) Dollars.
- (b) Payment Terms The Purchase Price shall be paid to Seller by Buyer in good funds at the Closing.

3. Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer that the statements contained in this <u>Section</u> 3 are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of Seller and is a valid binding agreement of Seller, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Seller of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery of this Agreement nor the performance of its terms will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Seller is a party or by which Seller is bound or to which any of Seller's assets is subject.
- (c) Title to Seller's Membership Interests. Seller holds of record and owns beneficially the Seller's Membership Interests which constitutes fifty (50%) percent of the outstanding Membership Interests of the Company. All of Seller's Membership Interests have been validly issued and are fully paid and non-assessable. Seller has good and marketable title to all of Seller's Membership Interests with the absolute right to sell, assign and transfer the same to Buyer free and clear of all liens, mortgages, pledges, security interests or other encumbrances.
- (d) Organization, Qualification, Power and Authority of the Company. The Company is a limited liability duly organized, validly existing and in good standing under the

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laws of Massachusetts. The Company has full power and authority to own or lease and operate its properties and to carry on its business as such business is now conducted.

- (e) Non-contravention. The execution and delivery of this Agreement, and the consummation by the Company of the transaction contemplated hereby will not (i) violate or conflict with any provision of the Certificate of Organization or Operating Agreement of the Company; or (ii) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of the Company pursuant to (1) any agreement or instrument to which the Company is a party or by which any of its properties is bound, or (2) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority, except in the case of clause (ii) above for any violations, conflicts, defaults or encumbrances that individually and in the aggregate will not have a Material Adverse Effect.
- (f) Litigation. No action, suit, proceeding or investigation is pending or threatened against the Company.
- (g) Conformity to Law. The Company has complied in all material respects with and is in compliance in all material respects with (i) all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to the Company or any of its properties (including, without limitation, any labor, occupational health, zoning or other law, regulation or ordinance), and (ii) all unwaived terms and provisions of all contracts, agreements and indentures to which the Company is a party, or by which the Company or any of its properties is subject. The Company has not committed, been charged with, or been under investigation with respect to, nor does there exist, any violation of any provision of any federal, state or local law or administrative regulation in respect of the Company or any of its properties, except for any violation that individually and in the aggregate would not have a Material Adverse Effect.
- (h) Title to Property. The Company does not own any real property. The Company leases the premises in which it conducts its business from unrelated third parties, and to the best of Seller's knowledge, no party has a claim to the use and occupancy of the leased premises other than the Company.
- (i) Insurance. The Company to the best of Seller's knowledge is not in default in any material respect with respect to its obligations under any of such insurance policies and has not received any notification of cancellation of any such insurance policies.
- (j) Contracts. The Company is not aware of any breach of any of the provisions of any material contract to which the Company is a party or by or to which it or any of its assets or properties is bound or subject, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder by the Company. The Company believes that it has performed in all material respects all obligations required to be performed by it to date under each such contract.

- (k) No Undisclosed Liabilities. The Company has no material liabilities or any material obligations of any nature, whether accrued, absolute, contingent or otherwise (including, without limitation, as guarantor or otherwise with respect to obligations of others), other than performance obligations with respect to contracts of the Company that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles.
- (1) Disclosure. No representation or warranty by Seller in this Agreement, the Disclosure Schedule or in any certificate delivered to Buyer pursuant hereto or in connection with the consummation of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, when taken together and in light of the circumstances under which each such statement was made.

4. Representations and Warranties of Company.

Company hereby represents and warrants to Seller and Buyer that the statements contained in this <u>Section 4</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of the Company and is valid binding agreements of the Company, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by the Company of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery nor the performance of the terms of this Agreement will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which the Company is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which the Company is bound or to which any of the Company's assets is subject.
- (c) Waiver. Company waives any right it may have to purchase Seller's Membership Interests and consents to the sale contemplated herein.

Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that the statements contained in this $\underline{\mathbf{Section}}$ are correct and complete as of the date of this Agreement:

(a) Individual. Buyer is an individual now residing in Massachusetts and a licensed medical doctor in Massachusetts. (b) Binding and Effective Agreement. Neither the execution and delivery of this Agreement nor the performance of its terms will be in material violation of any contract to which Buyer is a party. This Agreement has been duly authorized by all necessary action of Buyer and is a valid binding agreement of Buyer, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Buyer of the transactions and obligations contemplated by this Agreement.

Conditions to Buyer's Obligations.

The obligations of Buyer to consummate the Closing are subject to the satisfaction, or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Seller and all of the representations and warranties of Company contained in this Agreement shall be true and correct in all respects of the Closing Date.
- (b) Compliance with Agreement. Seller and Company shall have performed all of Seller's and Company's obligations under this Agreement which are to be performed by Seller and Company prior to or on the Closing Date, and all documents and instruments required to be furnished by Seller and Company hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Buyer and Buyer's counsel.
- (c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Kaldawy shall close the Kaldawy Transaction concurrently with this transaction. Buyer and Dr. Hatch shall close the Bhan Companion Transaction concurrently with this transaction.

Conditions to Seller's Obligations.

The obligations of Seller to consummate this Agreement are subject to the satisfaction, or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects as of the Closing Date.
- (b) Compliance with Agreement. Buyer shall have performed all of Buyer's obligations under this Agreement which are to be performed by Buyer prior to or on the Closing Date, and all documents and instruments required to be furnished by Buyer hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Seller and Seller' counsel.

(c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Kaldawy shall close the Kaldawy Transaction concurrently with this transaction. Buyer and Dr. Hatch shall close the Bhan Companion Transaction concurrently with this transaction.

No Reliance on Extrinsic Material.

- (a) Access to Records. Buyer acknowledges that prior to the date of the execution of this Agreement until the Closing Date, Buyer and Seller and their authorized representatives have had full and complete access during normal business hours to books and records of Company and that as an employee of Milford-Franklin Eye Center, LLC, Buyer has had the opportunity to become familiar with the Company. Buyer acknowledges that except for the representations contained herein, he/she is not relying on any other representation, warranties or other material in deciding to buy pursuant to this Agreement.
- (b) Execution of Documents; Cooperation. Each of the Company, Buyer, and Seller shall execute each of the documents related to the Agreement and to which it is a party and shall use its best efforts to perform and fulfill all conditions and obligations to be performed or fulfilled by it hereunder to the end that the transactions contemplated by this Agreement will be fully and timely consummated.

Closing and Deliveries.

The closing of the purchase and sale of the Seller's Membership Interests (the "Closing") shall take place at 9:00 p.m. on April 11, 2005 (the "Closing Date") at the offices of Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, Massachusetts or such other time and place as otherwise agreed by the parties.

Miscellaneous Provisions.

- (a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.
- (b) Notice. All notices, payments, demands and requests permitted or required hereunder shall be in writing and shall be deemed duly given if mailed by certified mail, postage prepaid, return receipt requested, and addressed to each party at the address set forth on the signature page or any other address designated by such party by giving notice of such change of address in the manner set forth above. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth below, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, on the 5th business day following the day such mailing is made.
- (c) Entire Agreement. This Agreement together with the Exhibits hereto and the other documents and agreements executed in connection herewith (together, the "Documents")

embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

- (d) Construction. This Agreement shall be governed and interpreted in all respects and the rights of the parties shall be determined under and by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof. The parties expressly agree that venue shall lie in the courts of Massachusetts with respect to any dispute arising under this Agreement. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.
- (e) Further Assurances. If at any time any party hereto shall determine that any further agreements, assurances or documents are reasonably necessary or desirable to carry out the provisions of this Agreement and the transactions provided hereunder, the parties shall execute and deliver any and all things reasonably necessary or appropriate to carry out fully the provisions hereof without further consideration and without unreasonable delay.
- Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

- (g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- (h) Captions. The captions of the sections and sub-sections of this Agreement are for convenience of reference only and do not form a part hereof, and in no way modify, interpret or construe the meanings of the parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- (j) Assignment. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties,
- (k) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.
- (l) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (m) Expenses. Each of Buyer and Seller will bear his own expenses and costs of the transactions contemplated hereby, including, but not limited to, the fees of attorneys and financial advisors.
- (n) Governing Law; Enforcement. This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the state courts in the Commonwealth of Massachusetts, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto, (i) consents to submit itself to the personal jurisdiction of the state courts of the Commonwealth of Massachusetts in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in the state courts in the Commonwealth of Massachusetts, and

(iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

THIS PAGE ENDS HERE THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby the parties have executed this Agreement under seal on the day and year first above written.

SELLER: Glen K. Goodman, M.D.	BUYER: Mona Bhan, M.D.
Address for Notice Purposes:	Address for Notice Purposes
COMPANY:	
Milford-Franklin Eye Center, LLC	

Ву:

ш,

258 Main Street, Milford, MA 01757

MEMBERSHIP INTEREST PURCHASE AGREEMENT Glen K. Goodman, M.D.

To Roger M. Kaldawy, M.D.

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is made effective as of the day of April 2005 by and among Glen K. Goodman, M.D. ("Dr. Goodman" or "Seller"), Roger M. Kaldawy, M.D. ("Dr. Kaldawy" or "Buyer"), and Milford-Franklin Eye Center, LLC, a Massachusetts limited liability company having its principal place of business located at 258 Main Street, Milford, MA 01757 ("Company").

WHEREAS, Seller is the beneficial and record owner of fifty (50%) percent of the Membership Interests in Company ("Seller's Membership Interests") and John F. Hatch M.D. (Dr. Hatch") is the beneficial and record owner of fifty (50%) percent of the Membership Interests of Company;

WHEREAS, Seller desires to sell twenty five (25%) percent of the Seller's Membership Interests to Buyer (a twelve and one half (12.5%) percent membership interest in the Company), and Buyer desires to purchase twenty five (25%) percent of the Seller's Membership Interests from Seller at the price and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, simultaneously with this transaction Dr. Hatch will enter into a similar Membership Purchase Agreement with Buyer (the "Buyer's Companion Transaction"); and will sell to Buyer twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Seller will enter into a similar Membership Purchase Agreement (the "Bhan Transaction") with Mona Bhan, M.D. ("Dr. Bhan") and will sell to Dr. Bhan twenty five (25%) percent his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, simultaneously with this transaction Dr. Hatch will enter into a similar Membership Purchase Agreement with Dr. Bhan (the "Bhan Companion Transaction") and will sell to Dr. Bhan twenty five (25%) percent of his Membership Interests (a twelve and one half (12.5%) percent membership interest in the Company); and

WHEREAS, after the Closing as defined in <u>Section 8</u>, each of Dr. Bhan, Dr. Goodman, Dr. Hatch and Dr. Kaldawy will own a twenty five (25%) percent membership interest in the Company.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual promises and covenants contained herein, the parties agree as follows:

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Sale of Seller's Membership Interests.

Subject to the terms and conditions hereinafter set forth, Seller shall sell and Buyer shall purchase the Seller's Membership Interests at the "Closing" on the "Closing Date" (both as defined in <u>Section 8</u>), for the consideration set forth in <u>Section 2</u>.

2. Purchase Price and Payment Terms.

- (a) The Purchase Price. The purchase price for the Seller's Membership Interests (the "Purchase Price") shall be Fifty Thousand (\$50,000.00) Dollars.
- (b) **Payment Terms**. The Purchase Price shall be paid to Seller by Buyer's execution of a Promissory Note, in substantially the form of **Exhibit 2(b)** hereof, payable in 36 equal monthly installments bearing interest on the unpaid balance at five (5%) per annum.

Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer that the statements contained in this <u>Section</u> $\underline{3}$ are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of Seller and is a valid binding agreement of Seller, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Seller of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery of this Agreement nor the performance of its terms will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Seller is a party or by which Seller is bound or to which any of Seller's assets is subject.
- (c) Title to Seller's Membership Interests. Seller holds of record and owns beneficially the Seller's Membership Interests which constitutes fifty (50%) percent of the outstanding Membership Interests of the Company. All of Seller's Membership Interests have been validly issued and are fully paid and non-assessable. Seller has good and marketable title to all of Seller's Membership Interests with the absolute right to sell, assign and transfer the same to Buyer free and clear of all liens, mortgages, pledges, security interests or other encumbrances.

- (d) Organization, Qualification, Power and Authority of the Company. The Company is a limited liability duly organized, validly existing and in good standing under the laws of Massachusetts. The Company has full power and authority to own or lease and operate its properties and to carry on its business as such business is now conducted.
- (e) Non-contravention. The execution and delivery of this Agreement, and the consummation by the Company of the transaction contemplated hereby will not (i) violate or conflict with any provision of the Certificate of Organization or Operating Agreement of the Company; or (ii) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of the Company pursuant to (1) any agreement or instrument to which the Company is a party or by which any of its properties is bound, or (2) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority, except in the case of clause (ii) above for any violations, conflicts, defaults or encumbrances that individually and in the aggregate will not have a Material Adverse Effect.
- (f) Litigation. No action, suit, proceeding or investigation is pending or threatened against the Company.
- (g) Conformity to Law. The Company has complied in all material respects with and is in compliance in all material respects with (i) all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to the Company or any of its properties (including, without limitation, any labor, occupational health, zoning or other law, regulation or ordinance), and (ii) all unwaived terms and provisions of all contracts, agreements and indentures to which the Company is a party, or by which the Company or any of its properties is subject. The Company has not committed, been charged with, or been under investigation with respect to, nor does there exist, any violation of any provision of any federal, state or local law or administrative regulation in respect of the Company or any of its properties, except for any violation that individually and in the aggregate would not have a Material Adverse Effect.
- (h) Title to Property. The Company does not own any real property. The Company leases the premises in which it conducts its business from unrelated third parties, and to the best of Seller's knowledge, no party has a claim to the use and occupancy of the leased premises other than the Company.
- (i) Insurance. The Company to the best of Seller's knowledge is not in default in any material respect with respect to its obligations under any of such insurance policies and has not received any notification of cancellation of any such insurance policies.
- (j) Contracts. The Company is not aware of any breach of any of the provisions of any material contract to which the Company is a party or by or to which it or any of its assets or properties is bound or subject, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder by the Company. The Company believes that it has performed in all material respects all obligations required to be performed by it to date under each such contract.

- (k) No Undisclosed Liabilities. The Company has no material liabilities or any material obligations of any nature, whether accrued, absolute, contingent or otherwise (including, without limitation, as guarantor or otherwise with respect to obligations of others), other than performance obligations with respect to contracts of the Company that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles.
- (l) **Disclosure**. No representation or warranty by Seller in this Agreement, the Disclosure Schedule or in any certificate delivered to Buyer pursuant hereto or in connection with the consummation of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, when taken together and in light of the circumstances under which each such statement was made.

4. Representations and Warranties of Company.

Company hereby represents and warrants to Seller and Buyer that the statements contained in this <u>Section 4</u> are correct and complete as of the date of this Agreement:

- (a) Authorization of Transaction. This Agreement has been duly authorized by all necessary action of the Company and is valid binding agreements of the Company, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by the Company of the transactions and obligations contemplated by this Agreement.
- (b) Non-contravention. Neither the execution and delivery nor the performance of the terms of this Agreement will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, government agency or court to which the Company is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which the Company is bound or to which any of the Company's assets is subject.
- (c) Waiver. Company waives any right it may have to purchase Seller's Membership Interests and consents to the sale contemplated herein.

Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that the statements contained in this <u>Section</u> <u>5</u> are correct and complete as of the date of this Agreement:

(a) Individual. Buyer is an individual now residing in Massachusetts and a licensed medical doctor in Massachusetts.

(b) Binding and Effective Agreement. Neither the execution and delivery of this Agreement nor the performance of its terms will be in material violation of any contract to which Buyer is a party. This Agreement has been duly authorized by all necessary action of Buyer and is a valid binding agreement of Buyer, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors. No consent, approval or authorization of or declaration, filing or registration with any governmental or regulatory authority, or other third party is required for the consummation, fulfillment and performance by Buyer of the transactions and obligations contemplated by this Agreement.

Conditions to Buyer's Obligations.

The obligations of Buyer to consummate the Closing are subject to the satisfaction, or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Seller and all of the representations and warranties of Company contained in this Agreement shall be true and correct in all respects of the Closing Date.
- (b) Compliance with Agreement. Seller and Company shall have performed all of Seller's and Company's obligations under this Agreement which are to be performed by Seller and Company prior to or on the Closing Date, and all documents and instruments required to be furnished by Seller and Company hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Buyer and Buyer's counsel.
- (c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Bhan shall close the Bhan Transaction concurrently with this transaction. Buyer and Dr. Hatch shall close the Kaldawy Companion Transaction concurrently with this transaction.

Conditions to Seller's Obligations.

The obligations of Seller to consummate this Agreement are subject to the satisfaction, or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects as of the Closing Date.
- (b) Compliance with Agreement. Buyer shall have performed all of Buyer's obligations under this Agreement which are to be performed by Buyer prior to or on the Closing Date, and all documents and instruments required to be furnished by Buyer hereunder, and incident to any transactions provided hereunder, shall be reasonably satisfactory to Seller and Seller' counsel.

(c) Concurrent Closings. Buyer and Seller shall close the Buyer's Companion Transaction concurrently with this transaction. Seller and Dr. Bhan shall close the Bhan Transaction concurrently with this transaction. Buyer and Dr. Hatch shall close the Kaldawy Companion Transaction concurrently with this transaction.

No Reliance on Extrinsic Material.

- (a) Access to Records. Buyer acknowledges that prior to the date of the execution of this Agreement until the Closing Date, Buyer and Seller and their authorized representatives have had full and complete access during normal business hours to books and records of Company and that as an employee of Milford-Franklin Eye Center, LLC, Buyer has had the opportunity to become familiar with the Company. Buyer acknowledges that except for the representations contained herein, he/she is not relying on any other representation, warranties or other material in deciding to buy pursuant to this Agreement.
- (b) Execution of Documents; Cooperation. Each of the Company, Buyer, and Seller shall execute each of the documents related to the Agreement and to which it is a party and shall use its best efforts to perform and fulfill all conditions and obligations to be performed or fulfilled by it hereunder to the end that the transactions contemplated by this Agreement will be fully and timely consummated.

Closing and Deliveries.

The closing of the purchase and sale of the Seller's Membership Interests (the "Closing") shall take place at 9:00 p.m. on April 11, 2005 (the "Closing Date") at the offices of Doherty, Ciechanowski, Dugan & Cannon, P.C., 124 Grove Street, Suite 220, Franklin, Massachusetts or such other time and place as otherwise agreed by the parties.

10. Miscellaneous Provisions.

- (a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, legal representatives, and permitted assigns.
- (b) Notice. All notices, payments, demands and requests permitted or required hereunder shall be in writing and shall be deemed duly given if mailed by certified mail, postage prepaid, return receipt requested, and addressed to each party at the address set forth on the signature page or any other address designated by such party by giving notice of such change of address in the manner set forth above. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth below, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by certified mail, on the 5th business day following the day such mailing is made.
- (c) Entire Agreement. This Agreement together with the Exhibits hereto and the other documents and agreements executed in connection herewith (together, the "Documents")

embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

- (d) Construction. This Agreement shall be governed and interpreted in all respects and the rights of the parties shall be determined under and by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof. The parties expressly agree that venue shall lie in the courts of Massachusetts with respect to any dispute arising under this Agreement. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference shall be to a Section, subsection, Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article.
- (e) Further Assurances. If at any time any party hereto shall determine that any further agreements, assurances or documents are reasonably necessary or desirable to carry out the provisions of this Agreement and the transactions provided hereunder, the parties shall execute and deliver any and all things reasonably necessary or appropriate to carry out fully the provisions hereof without further consideration and without unreasonable delay.
- Waivers and Consents. The terms and provisions of this Agreement may be waived. or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

- (g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- (h) Captions. The captions of the sections and sub-sections of this Agreement are for convenience of reference only and do not form a part hereof, and in no way modify, interpret or construe the meanings of the parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- (j) Assignment. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties,
- (k) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.
- (1) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (m) Expenses. Each of Buyer and Seller will bear his own expenses and costs of the transactions contemplated hereby, including, but not limited to, the fees of attorneys and financial advisors.
- (n) Governing Law; Enforcement. This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the state courts in the Commonwealth of Massachusetts, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto, (i) consents to submit itself to the personal jurisdiction of the state courts of the Commonwealth of Massachusetts in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in the state courts in the Commonwealth of Massachusetts, and

(iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

THIS PAGE ENDS HERE THE NEXT PAGE IS THE SIGNATURE PAGE

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IN WITNESS WHEREOF, intending to be legally bound hereby the parties have executed this Agreement under seal on the day and year first above written.

SELLER:	BUYER:
Glenk. Goodman, M.D.	Roger M. Kaldawy, M.D.
Address for Notice Purposes:	Address for Notice Purposes

COMPANY:

Milford-Franklin Eye Center, LLC

Ву:____

258 Main Street, Milford, MA 01757

Exhibit H: Affidavit of Truthfulness and Compliance



Massachusetts Department of Public Health Determination of Need Affidavit of Truthfulness and Compliance with Law and Disclosure Form 100.405(B)

Instructions: Complete Information below. When complete check the box "This document is ready to print:". This will date stamp and

Version: 7-6-17

e-mail	to: dph.don@state.ma.us include all attachments as requested.	an all signatures have been collected, scan the document and
Applic	ation Number: MFEC-18032715-TO	Original Application Date: 03/28/2018
Applica	ant Name: Milford Franklin Eye Center	
Applica	ation Type: Transfer of Ownership	
		Partnership (Trust © LLC (Other
	pplicant the sole member or sole shareholder of the Health Facility	
	be the role /relationship: Co-owner, Milford Franklin Eye Center, L	LC
he un	dersigned certifies under the pains and penalties of perjury:	
2.	The Applicant is Co-owner, Milford Franklin Eye Center, LLC; I have read 105 CMR 100.000, the Massachusetts Determination o	far to the
	I understand and agree to the expected and appropriate conduct	Reed Regulation;
i.	I have read this application for Determination of Need including a	or the Applicant pursuant to 105 CMR 100.800;
,	information contained herein is accurate and true;	ii exhibits and attachments, and certify that all of the
i.	I have submitted the correct Filing Fee and understand it is nonre	fundable pursuant to 105 CMP 100 405/Ph
i.	I have submitted the required copies of this application to the De	termination of Need Program, and as applicable, to all
	Parties of Record and other parties as required pursuant to 105 CA	AR 100 ADC/R):
	I have caused, as required, notices of intent to be published and d	unlicate copies to be submitted to all Parties of Record and
	all carriers or third-party administrators, public and commercial, fo	or the navment of health care services with which the
	Applicant contracts, and with Medicare and Medicaid, as required	by 105 CMR 100 405/C) at sea :
	I have caused proper notification and submissions to the Secretar	v of Environmental Affairs pursuant to 105 CMP
	100.405(E) and 301 CMR 11.00;	y or Environmental Arian's parsuant to 103 CMR
	If subject to M.G.L. c. 6D, § 13 and 958 CMR 7.00, I have submitted accordance with 105 CMR 100.405(G);	such Notice of Material Change to the HPC - in
0.	Pursuant to 105 CMR 100.210(A)(3), I certify that both the Applican	at and the Proposed Project are in material and
	substantial compliance and good standing with relevant federal,	tate, and local laws and regulations, as well as with all
previously issued Notices of Determination of Need and the terms and Conditions attached therein; 1. I have read and understand the limitations on solicitation of funding from the general public prior to receiving a Notice of		
	Determination of Need as established in 105 CMR 100.415;	ng from the general public prior to receiving a Notice of
2.	I understand that, if Approved, the Applicant, as Holder of the Dol	d shall become ablicated to all Standard Scatter
	pursuant to 105 CMR 100.310, as well as any applicable Other Con	ditions as outlined within 105 CARD 100 000 and a
	otherwise become a part of the Final Action pursuant to 105 CMR	100 360.
3.	Pursuant to 105 CMR 100.705(A), I certify that the Applicant has Su	officient Interest in the Site of facility and
4.	Pursuant to 105 CMR 100.705(A), I certify that the Proposed Project	t is authorized under applicable zoning by laws or
	ordinances, whether or not a special permit is required; or,	t is dutionized under applicable zoning by-laws or
	a. If the Proposed Project is not authorized under applical	ole zoning by-laws or ordinances, a variance has been
	received to permit such Proposed Project; or,	ne zorning by laws or ordinances, a variance has been
	b. The Proposed Project is exempt from zoning by-laws or	ordinances.
LC		
	es must sign. Add additional names as needed	
	I. Kaldawy, M.D.	03/28/2018
lame:	Signature:	Date

Exhibit I: Affiliated Parties Form

