

**FIRST AMENDMENT TO DISTRIBUTION AGREEMENT**

THIS FIRST AMENDMENT TO DISTRIBUTION AGREEMENT ("Amendment") is made and entered into as of this 23rd day of August 2007 ("Amendment Effective Date") by and between Boston Scientific Corporation, One Boston Scientific Place, Natick, MA 01760 ("BSC") and Bovie Medical Corporation, 7100 30th Avenue N, St. Petersburg, FL 33710 ("Bovie").

**RECITALS:**

WHEREAS, the Parties entered into that certain Distribution Agreement dated as of October 6, 2006 (the "Agreement");

WHEREAS, capitalized terms used but not otherwise defined herein have the meaning set forth in the Agreement (defined below);

WHEREAS, pursuant to the terms of the Agreement set forth in Section 9.5(iv), the Parties may modify the Agreement only by a writing signed by both Parties; and

WHEREAS, the Parties have negotiated new terms respecting (i) pricing of Product manufactured by Bovie prior to the Product Launch Date, other than (a) Product ordered on the Initial Purchase Order or (b) Product ordered by BSC prior to the Product Launch Date for customer training and customer sampling ("Pre-Launch Product"), (ii) the addition of Chand Eisenmann Metallurgical, Inc. ("Chand Eisenmann"), and the removal of "Mott," as the primary vendor for the Product's porous tip and tube assembled to it (each being a separate component and collectively referred to herein as the "Porous Tip Components", and each set of one porous tip and one tube being referred to herein as a "Porous Tip Component Unit"), and (iii) Seller's obligations under Section 3.2 (Seller's Vendors) particularly directed to "Mott."

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein and made a part hereof) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Amendment. As of the Amendment Effective Date, the following modifications to the Agreement shall apply:

a. Amendment to Section 1.3. Section 1.3 of the Agreement (Ordering) is hereby amended as follows:

The seventh sentence of Section 1.3(b) of the Agreement (Ordering) is hereby amended by deleting it in its entirety and replacing it with the following: "Pre-Launch Product shall not accrue to the 3,500 unit minimum purchase requirement for the first two (2) Contract Years."

b. Amendment to Section 2. Section 2 of the Agreement (Pricing; Payment; Continuous Improvement) is hereby amended by adding a new Section 2.6 to the Agreement with the following language:

"Section 2.6 Pre-Launch Product. From time to time prior to the Product Launch Date, Seller may manufacture Pre-Launch Product (defined below) and Buyer shall reimburse Seller for such Pre-Launch Product at the Unit Price set forth below. Buyer will issue an open purchase order for 1200 units of Pre-Launch Product against which Seller will invoice Buyer for Pre-Launch Product manufactured in furtherance of creating commercially saleable Product. Notwithstanding anything in this Agreement, Seller will not charge Buyer for, and Buyer will not reimburse Seller

for, any Pre-Launch Product in excess of 1,200 units, unless such additional units have been ordered by Buyer in advance pursuant to a purchase order from Buyer to Seller. The following formula sets forth the unit pricing for Pre-Launch Product:

$$\text{Unit Price} = [\$20.00 + \text{Porous Tip Component Unit Cost}] * 1.15$$

Where (i) \$20.00 is the fixed price of the pencil handle and packaging, (ii) Porous Tip Component Unit Cost is Chand Eisenmann's (defined below in Section 3.2) transfer price for the Porous Tip Component Unit up to a maximum of \$15.00 per Porous Tip Component Unit (provided, that such \$15.00 cap only applies to the first 1,200 units of Pre-Launch Product), net of all discounts, and (iii) 1.15 reflects Seller's markup of Fifteen Percent (15%). Seller shall not charge Buyer any labor costs related to the manufacture of Pre-Launch Product.

For purposes of this Agreement, "Pre-Launch Product" means Product manufactured by Seller prior to the Product Launch Date, other than (a) Product ordered on the Initial Purchase Order or (b) Product ordered by Buyer prior to the Product Launch Date for customer training and customer sampling."

For purposes of this Agreement, "Porous Tip Component Unit" means collectively the Product's porous tip and tube assembled to it.

- c. Amendment to Section 3.2. Section 3.2 of the Agreement (Seller's Vendors) is hereby amended as follows:
    - (i) by adding the following language to subclause (a) of the eighth sentence thereof: "or Chand Eisenmann Metallurgical, Inc. ("Chand Eisenmann")" immediately after Mott Corporation ("Mott"); and
    - (ii) by deleting all references to Mott in the tenth sentence thereof and replacing each occurrence with "Chand Eisenmann."
  - d. Amendment to Exhibit F. Exhibit F to the Agreement (Seller's Vendors) is hereby amended by adding Chand Eisenmann as a vendor thereto and deleting Mott as a vendor therefrom, and by adding Daehan Medical Systems Co. Ltd., 1255-13 Jeongwang-Dong, Shiheung-City, Kyunggi-Do, Korea as a vendor thereto.
2. Product Pricing. In addition to the amendments to the Agreement set forth above, for the purposes of clarity, notwithstanding Section 1.3(f) of the Agreement or Section 1.a. of this Amendment, the transfer prices for Products set forth in Exhibit E of the Agreement shall (a) remain the same as set forth on the Effective Date despite any changes that may occur to the Specifications because of the use of Chand Eisenmann, but shall remain subject to price adjustments otherwise in accordance with the Agreement, including but not limited to Sections 1.3(f) and 2.1 therein, and (b) only apply to Product ordered on the Initial Purchase Order (even though ordered before the Product Launch Date) or subsequent orders for Product after the Product Launch Date (and not before such time).
  3. Approval and Qualification of Chand Eisenmann.
    - a. Buyer shall reasonably cooperate with Seller to promptly approve Chand Eisenmann as a vendor of the Porous Tip Components. Seller will be solely responsible for any and all of Seller's labor, materials or other expenses associated with phasing in Chand Eisenmann as a vendor of the

**Porous Tip Components** to the extent required for Seller to comply with the Specifications Revision Level Number A-2 approved by Seller on April 4, 2007.

- b. Seller acknowledges and agrees that Buyer's consent to qualify and approve **Chand Eisenmann** as the primary vendor of the **Porous Tip Components** in no way modifies or waives any of Seller's obligations with respect to Quality Assurance, or otherwise, set forth in the Agreement, except as expressly amended herein.

4. Selection of Seller's Vendors. Notwithstanding anything in this Amendment, Seller reserves the right to select or change its vendors, subject to Buyer's prior written approval, in accordance with the provisions of Section 3.2 (Seller's Vendors) of the Agreement.

5. Effect on Agreement. Except as expressly stated herein, the terms and conditions of the Agreement are ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereby executed this Amendment as of the date first written above.

**BOSTON SCIENTIFIC  
CORPORATION**

**BOVIE MEDICAL  
CORPORATION**

/S/ David McClellan  
Signature

/S/ Moshe Citronowicz  
Signature

David McClellan  
Printed Name

Moshe Citronowicz  
Printed Name

President of Oncology  
Title

Vice President COO  
Title

7-5-07  
Date

7-6-09  
Date