



STRONG & HANNI LAW FIRM

A PROFESSIONAL CORPORATION

SALT LAKE CITY OFFICE

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GORDON R. STRONG

(1909-1968)



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To Whom it May Concern:

At the request of Impartial Medical Experts, L.L.C. a Delaware limited liability company ("IME"), we examined its proposed Consulting Agreement attached as Exhibit A (the "Agreement"). Based upon such examination of law as we deemed necessary and subject to the assumptions and qualifications set forth below, we are of the view that the Agreement, as drafted (a) complies with 42 U.S.C. 1395nn(a)(1) (i.e., the Stark Law), 42 U.S.C. 1320a-7b(b) (i.e., the Anti-Kickback Statute), and 42 C.F.R. Parts 402 and 403 (i.e., the Physician Payments Sunshine Act); and (b) meets the requirements set forth under 42 C.F.R. Part 1001.952(d), and 42 U.S.C. 1395nn(e)(3).

In this review, we have acted as counsel only for IME; each consultant is advised to seek independent counsel in evaluating the Agreement and its compliance with applicable laws and regulations. Our views expressed are premised upon the following assumptions:

- (i) All documents examined are complete, authentic, accurate and the provisions/formation of the proposed Agreement are in accordance with applicable state and federal law; and
- (ii) The compensation to be paid pursuant to Sections 2, 2.1, 2.1.1 and 2.1.2 of the Agreement will be for bona fide services by the Consultant consistent with fair market value, in arms'-length transactions; and
- (iii) The parties will perform and implement the Agreement as it is drafted, and the compensation agreed upon and actually paid to the Consultant by IME will not be determined in a manner that takes into account the volume or value of any referrals or business.

We express no opinion with respect to the validity or effect of any revision to the proposed Agreement, or any subsequent Consulting Agreement. This letter is intended only for IME and is limited to the attached Agreement. This letter must not be copied or shared with, and may not be relied upon by, any other person without the prior written consent of the undersigned.

Very truly yours,

STRONG & HANNI

[REDACTED]

Peter J. Baxter