



March 30, 2016

Mr. John T. Minahan  
Chief Financial Officer  
Extremity Healthcare Incorporated  
900 Circle 75 Pkwy., Suite 900  
Atlanta, GA 30339

Dear John,

I had a debrief from John Cranston, our Controller. I do appreciate your meeting with him and working through the issues.

It is my understanding you mentioned to John that you did not believe Extremity Healthcare would owe MiMedx if you are not reimbursed for product. Let me clear up any myths associated with Extremity Healthcare or any other customer not having to pay our invoices if their billings are not paid by Medicare or an insurance plan. **First, no one at MiMedx has the authority to extend terms of that nature. We are a public company, and if we had terms of that nature, we would be on a cash not an accrual basis with our accounting. Therefore, when we send an invoice, we expect the invoice to be paid within the terms or certainly work through alternatives with us.** Second, it would be violation of the Anti-Kickback law if we only charged customers for reimbursed product, because, according to the Office of the Inspector General, this eliminates the normal financial risks facing providers, potentially raising the risk of overutilization and increased federal health care program costs. Thus, I would like to make it clear that MiMedx does not have any policy or practice of this sort.

Our sales force has been trained relative to our ability to assist our customers with insurance verification and other payment related issues. We have an extremely experienced staff, some of which have been with us for 15 years, who oversee this department. I know that some of those managers have visited with Village Podiatry previously, and we have done everything we can to assist with insurance verification. We have over 180 insurance companies under contract, and we have all the Medicare intermediaries reimbursing for EpiFix®. In addition, we have just been told that we will soon have Georgia Medicaid.

Relative to the payment terms you negotiated with John Cranston, we would be happy to offer 60 day terms. However, we cannot let invoices reach the point that they are six and nine months old. If necessary, you should modify your Letter Agreement to John Cranston with this change in effect for invoices generated from March 31<sup>st</sup> forward.

AmnioFix EpiFix

Innovations in Regenerative Biomaterials

MiMedx Group, Inc. | 1775 West Oak Commons Ct NE | Marietta, GA 30062 | 770.651.9100 | Fax 770.218.6195



Mr. John T. Minahan

March 30, 2016

Page 2

We have been a long term supplier to Village Podiatry. I believe that with your presence, we can keep these financial matters managed in a very straight forward manner. We are certainly reasonably flexible and astute business persons, and we can be helpful if there are collection issues from Medicare or your health plans. We would be happy to assist in that area if the need arises.

Thank you for meeting with John Cranston, and the professionalism you demonstrated at the meeting.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Pete Petit".

Parker H. "Pete" Petit  
Chairman and CEO

PHP/pm

cc: Dr. David Helfman  
Mike Senken  
John Cranston