

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

THE RADIOLOGY GROUP, LLC,)	
)	Civil Action No.: 24CV014209
Plaintiff,)	
v.)	
)	
VIKAS VERMA and)	
HENRY SCHMUECKLE,)	
)	
Defendants.)	
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FIRST AMENDED COMPLAINT

COMES NOW, Plaintiff, and files this First Amended Complaint against the Defendants in the above-styled action, and shows this Honorable Court as follows:

1.

Plaintiff The Radiology Group, LLC (“TRG”) is a Georgia limited liability company.

2.

Defendant Vikas Verma is a Georgia resident, and may be served with process at 115 Wilderbluff Court, Sandy Springs, Georgia 30328. Jurisdiction and venue are proper in this Court.

3.

Defendant Henry Schmueckle is a Texas resident, and may be served with process at 19401 Settlers Creek, San Antonio, Texas 78258. This Defendant made sufficient contacts with the State of Georgia to warrant the exercise of long-arm jurisdiction under O.C.G.A. § 9-10-91. Jurisdiction and venue are proper in this Court.

Factual Background

4.

During 2011, Anand Lalaji and Tejal Lalaji – husband and wife, both medical doctors, and controlling interest principals of TRG at all times pertinent hereto (the “Lalajis”) – were introduced to Defendant Verma through a mutual friend as a very successful businessman that could potentially help grow the business of TRG – a company that provides radiology services.

5.

On or about November 1, 2011, Defendants executed a variety of contracts that resulted in their company-designees to be equity owners and Members in TRG and Defendant Vikas Verma to be a Manager of TRG. Defendants Verma and Schmueckle invested approximately \$1.25MM in TRG, and \$600K combined in Inside Injuries, Inc. and AVS Injuries, LLC – other companies that were owned, controlled, and managed by the Lalajis.

6.

In connection with that investment, Defendant Verma insisted that he have full control over the businesses, holding himself out to be a very successful businessman and directed the Lalajis to follow his advice on financial decisions and operations. The Lalajis agreed to do so because of his elder position.

7.

The Lalajis and Defendant Verma have significant ties to the Indian Culture, particularly within the metro-Atlanta area. Elders are held in high regard in the Indian Culture, particularly in business relationships. Mr. Verma is approximately 25 years older than the Lalajis, who are in their 50s.

8.

In Indian Culture, it is expected that the elder party helps the junior party in good faith and to not take undue advantage or cause harm to the junior party as advisor and confidant. The elder party is in an extreme advantageous position as to the junior party because it is expected that the elder's advice and recommendations are to be accepted and the junior party is not to negotiate, criticize, or question the elder's intent. Fear of retaliation is a significant factor in such relationship, because the elder is typically well-connected to other people in the relevant Indian-community – including family, friends, and others – and not following the elder's advice and direction carries the significant risk of reputational damage to the junior party.

9.

The relationship between Defendant Verma (as the elder party) and the Lalajis (as the junior parties) was a confidential relationship as defined under O.C.G.A. § 23-2-58 because Defendant Verma was so situated as to exercise a controlling influence over the will, conduct, and interest of the Lalajis. As such, Defendant Verma was required to exercise the utmost good faith in furtherance of a common business objective – the TRG business.

10.

Defendant Verma was also a Manager and Vice President of TRG, which necessarily resulted in fiduciary responsibilities. As such, Defendant Verma was required to exercise the utmost good faith in his dealings with TRG.

11.

In 2013, Defendant Verma insisted on receiving additional equity because he made a bad investment and threatened the Lalajis and TRG that he would abandon the businesses if they did

not comply with his threats. The Lalajis and TRG then agreed to what Defendant Verma demanded and additional equity was issued.

12.

Once in control as Manager and Vice President of TRG, Defendant Verma coordinated TRG to become dependent on Univabs, an Indian vendor that provided medical report analysis. Univabs was TRG's largest vendor from 2012 to 2022, providing services and invoicing from \$30K to \$135K per month over the years – billing TRG in excess of \$7MM total.

13.

Unbeknownst to the Lalajis, Defendant Verma was the majority owner, a director, and controlling officer of Univabs.

14.

The Lalajis had no knowledge of Defendant Verma being the majority owner, a director, and officer of Univabs until long after his exit from TRG in November 2020. Throughout the dealings while he was a manager and member of TRG, the Lalajis understood Mr. Verma did not have any financial stake in Univabs – rather, the Lalajis believed he was always acting in good faith to protect the business interests of TRG – as was his legal obligation as a manager of a Georgia limited liability company.

15.

To the contrary, Defendant Verma personally benefitted from both sides of TRG's business relationship with Univabs. Defendant Verma controlled all the payments from TRG to Univabs. He also set the price for whatever services were rendered, which were much higher than market rates. Whenever asked to reduce the Univabs rates, Defendant Verma refused. The

Lalajis acquiesced because of Defendant Verma's elder position and fear of retaliation – he was, after all, a Manager and Vice President of TRG with fiduciary obligations.

16.

Over the following years, the Lalajis entrusted Mr. Verma to manage the business side of TRG, while the Lalajis ran the radiology practice. The Lalajis were constantly told by Defendant Verma how successful a businessman he was and that the Lalajis lacked the competence to manage and grow TRG as an organization. Once in 2014, Defendant Verma boasting of “doing over a billion dollars of business” since 1982 when trying to negotiate a reduction of an attorney's bill. Defendant Verma also sent periodic “Wisdom Mails” as the “business leader” of TRG. All of the foregoing were intended to fortify Defendant Verma's advantageous position as the elder party as to the Lalajis and to be able to impose his will over the Lalaji when he so desired

17.

In 2019, the Lalajis sought to make changes to the TRG staff. Defendant Verma undermined that effort by interviewing the individuals that the Lalajis were looking to replace and falsely relayed that a consistent theme was that the Lalajis were not competent business leaders. Defendant Verma warned that if the Lalajis did not follow his advice and retain certain individuals, that the business would suffer and the reputation of the Lalajis in the business and Indian Community would be damaged. The Lalajis continued to follow Defendant Verma's advice because of his elder position and fear of retaliation – he remained a Manager and Vice President of TRG with fiduciary responsibilities.

18.

The COVID-19 pandemic resulted in adverse consequences to TRG as business activities were significantly reduced. Defendant Verma wanted to reduce business operations to a small fraction of existing levels. Conversely, the Lalajis wanted to acquire a new radiology practice with Defendant Verma's guidance. Over the next year, the Lalajis leveraged their family resources to survive the COVID-19 pandemic. But when Defendant Verma understood the Lalajis wanted to expand TRG with new acquisitions instead of winding down the existing business, he insisted on withdrawing from his role in TRG and be given a return on his investment.

19.

Despite there being a specific procedure agreed upon in 2011 for a member to withdraw from the company, Defendant Verma insisted on immediate payment. If his demands were not met, he threatened to immediately cancel any business relationship with Univabs – which TRG was heavily dependent upon at this point. In addition, that he would destroy the reputation of the Defendants in the Indian community.

20.

In June 2020, Defendant Verma insisted on his and Defendant Schmueckle's companies (the equity-interest members of TRG) being paid \$4.25MM to exit TRG as members, and also obligate TRG to make substantial payments to Univabs, while at the same time negotiating on behalf of TRG for a PPP loan with CenterState Bank. When the Lalajis tried to negotiate a lower price – openly stating their “utmost respect” for him – Defendant Verma leveraged his position as elder and told them: “I really don't want to negotiate with you guys as you are family.”

21.

Defendant Verma then insisted that his law firm that represented him in the 2011 “buy-in” of TRG, and which thereafter became the hired law firm of the Lalajis and TRG – Kumar, Prabhu, Patel, and Banerjee, LLC (“KPPB Law”) – draft the documents to secure the sale of equity interest in TRG and the other entities.

22.

KPPB Law required the execution of a Conflict of Interest Waiver Letter, which everyone did on or about July 16, 2020 (the “Waiver Letter”). The Waiver Letter expressly provided that KPPB Law will undertake “simultaneous representation” of all parties to the transactions, which are all former, current, and expected future clients of KPPB Law – that is, Defendants Verma and Schmueckle individually and as owners of various entities they own (including their TRG equity-interest entities), and Anand Lalaji and Tejal Lalaji individually and as owners of various entities they own (including TRG).

23.

In the ensuing years, Defendant Verma continued to surreptitiously received legal advice from KBBP with respect to his dealings with TRG and the Lalajis, which worked to TRG’s material detriment.

24.

An expressly non-binding Memorandum of Understanding dated July 24, 2020 (the “MOU”) was then exclusively executed by the Lalajis and Defendants Verma and Schmueckle. The Lalajis and TRG signed the non-binding MOU because of Defendants Verma’s elder position and a fear of retaliation if they failed to cooperate.

25.

Over the following months, the Lalajis and Defendant Verma exchanged numerous emails regarding the terms and conditions to be included in a final document regarding this transaction. Defendant Verma initiated the contact with a KPPB Law attorney to do the drafting of any documents, who would then distribute to the parties.

26.

At this time, TRG had significant outstanding loan obligations with CenterState Bank, to which the Lalajis and Defendant Verma personally guaranteed and delivered additional personal assets to secure those loan obligations. Defendant Verma was the lead contact with CenterState Bank – TRG had an existing debt balance of \$3.5MM that matured in October 2020 and was looking to finance an additional \$1.5MM. In addition, TRG was seeking an SBA Loan with Live Oak Bank to refinance the CenterState loan and also finance the additional \$1.5MM.

27.

Given the respect and deference the Lalajis gave to Mr. Verma as elder and the financial decision-maker of TRG over the past ten years, the Lalajis allowed – and trusted him – to successfully navigate revised loan terms with CenterState and/or Live Oak. That advice included the following:

- “Beware of Possibility of putting yourself in compromising position if you are talking to Centerstate. I don’t know how they will behave when they find out that I am no longer involved.”
- When speaking with CenterState representative Terrance Lewis on October 2, 2020, Defendant Verma “didn’t tell him anything about my exit plan.”
- Defendants did not deliver documents to Live Oak until after Defendant Verma gave his blessing.

Ultimately, nothing was executed with Live Oak, as TRG was able to enter into a new loan agreement with CenterState in December 2020, but not attain any additional financing.

28.

On or about November 30, 2020, a Purchase and Release Agreement regarding certain shares and membership interests was executed. A copy of that document is attached hereto as **Exhibit A** (the “Purchase and Release Agreement”).

29.

Because no additional funds were borrowed from CenterState, the Lalajis were not able to make the payments required under the Purchase and Release Agreement within a few months. Similarly, TRG was not able to make payments to Univabs.

30.

During 2021, Defendant Verma continued to harangue the Lalajis for payments under the Purchase and Release Agreement and to Univabs, while CenterState discovered a breach of a loan covenant related to Defendant Verma not disclosing he was no longer a managing member of TRG – while at the same time continuing to manipulate the Lalajis with warm wishes as the elder in their relationship.

31.

On or about January 31, 2022, a First Amendment to Purchase and Release Agreement was executed. A copy of that document is attached hereto as **Exhibit B** (the “First Amendment to Purchase and Release Agreement”).

32.

As a Manager of TRG, Defendant Vikas Verma owed fiduciary responsibilities to TRG – including those of good faith and fair dealing – which continued until at least November 30, 2020. The confidential relationship as elder to the Lalajis continues until the Fall of 2022.

33.

The Purchase and Release Agreement and First Amendment to Purchase and Release Agreement were only executed by TRG due to undue influence, duress, and fraud of Defendant Vikas Verma perpetrated on the principals of Plaintiff, the Lalajis, and TRG. At all times pertinent hereto, Defendant Verma acted in his individual capacity and for the benefit of himself, Defendant Schmueckle and their company-designees that were Members of TRG.

34.

In addition, the equity interests of Plaintiff that were transferred in the Purchase and Release Agreement and First Amendment to Purchase and Release Agreement were done so in violation of the express provisions of the November 1, 2011 Agreement for Restriction of Sale of Units, a true and correct copy of which is attached hereto as **Exhibit C**.

35.

Defendant Verma made willful and fraudulent misrepresentations of fact and material concealments of fact, with the intent that the Lalajis and TRG would rely thereon, in order to induce the Lalajis and TRG to execute the Purchase and Release Agreement and First Amendment to Purchase and Release Agreement.

36.

As one example, while Defendant Verma was a Manager of TRG, he concealed from the Lalajis and TRG that he was also the controlling majority shareholder of Univabs, as well as a

director and officer of Univabs. Defendant Verma then determined the pricing on behalf of both TRG and Univabs – that is, on the one hand on behalf of Univabs as the controlling shareholder, director, and officer, and on the other hand, on behalf of TRG in his fiduciary capacity as Manager – all to the significant detriment of TRG. Unbeknownst to TRG until January 2023, Univabs was in fact charging TRG an unfair greater than 100% mark-up over its internal cost – translating to an overpayment over the years in excess of \$1,000,000. Defendant Verma received a substantial amount of compensation from Univabs as a result of the gross overpayment – all while receiving a significant salary and other compensation as Manager of TRG.

37.

As another example, Defendant Verma concealed his present intention to surreptitiously deceive the bank-lender that he remained an officer and owner of TRG and removed his collateral deposit that partially secured the outstanding loan. When the bank discovered the removal of the cash collateral and his resignation as an officer and withdrawal as a member of TRG, that constituted a default under the loan agreement and called the note as immediately due. While Defendant Verma was aware that these actions constituted a default under the applicable loan documents, the Lalajis and TRG did not, as Defendant Verma was entrusted by the Lalajis and TRG regarding all financial matters.

38.

TRG and the Lalajis were then placed in a significantly disadvantageous position and were forced to find another lender to satisfy the called-loan, or else lose everything they owned. While they were able to do so on unfavorable terms, Defendant Verma continued to demand payment on the terms contained in the Purchase and Release Agreement and First Amendment to Purchase and Release Agreement, which at this time was not possible.

39.

The Purchase and Release Agreement was executed and interests in TRG were transferred without the Defendants Verma and Schmueckle and their company-designees that were Members of TRG delivering the requisite and applicable notice to comply with the mandatory provisions contained in Section 1 of the Agreement for Restriction of Sale of Units. Defendants and their company-designees that were Members of TRG never gave notice to TRG's Members under Section 1.3 (Voluntary Sale) or to TRG under Section 1.4 (Voluntary Withdrawal) regarding their transfer of membership interests in TRG. Under the Voluntary Withdrawal provisions of Section 1.4, the "net book value" of the transferred interests in TRG was negative. There was never an agreed upon value stated for a Certificate of Agreed Value. As such, under Section 1.1(B), the transfer membership interests identified in the Purchase and Release Agreement are therefore "null and void and of no effect for any purpose."

COUNT I – FRAUD AND DECEIT

40.

The allegations of paragraphs 1 through 39 are hereby incorporated into this COUNT I as fully and completely as if set forth herein.

41.

Defendant Verma made willful and fraudulent misrepresentations of fact and material concealments of fact, with the intent that Plaintiff would rely thereon.

42.

The misrepresentations include omitting the material fact that Defendant Verma was the controlling majority shareholder, a director, and officer of Univabs throughout his tenure as a manager of TRG. Rather, over a 10+ year period, Defendant led TRG to believe its business

relationship with Univabs was at “arms-length” – that is, independent decision making for both TRG and Univabs regarding the terms and conditions of their dealings. Instead, Defendant Verma controlled the decision making for both TRG and Univabs – his self-described role being to ensure the dealings between TRG and Univabs was “fair.” The foregoing was never disclosed to the TRG (controlled by the Lalajis)

43.

As a matter of practice and part of the deceit, when acting as a Manager of TRG when dealing with Univabs on pricing, Defendant Verma would refer to Univabs as “them,” and TRG as “us.”

44.

In reliance on such representations and communications of Defendant Verma, and unaware of the omissions about his interest and control of Univabs, which were material to the decision making of TRG, TRG entered into and engaged in unreasonable and unfair transactions with Univabs, and wrongfully believed the terms and conditions were the result of legitimate negotiations. TRG was reasonable and justified in so doing, much to its detriment.

45.

As a result of such undue influence, fraud, and deceit, TRG suffered damages, including lost profits, disruption of its operations, waste of its assets, and damage to its business and relationships – both before and after the execution of the Purchase and Release Agreement. TRG is entitled to recover from Defendant Verma actual, consequential, and nominal damages, in such sum as is determined upon the trial of this case.

46.

And given the totality of foregoing, including the Defendant Verma's confidential and fiduciary relationship with TRG, and the undue influence he exercised over the years, TRG was fraudulently induced to execute the Purchase and Release Agreement as a "Company" signatory. Should it be determined that the release recited in Section 5.2 of the Purchase and Release Agreement applies to TRG, Plaintiff is entitled to rescission of any duties or obligations contained therein and/or recover any damages related thereto.

COUNT II – DECLARATORY JUDGMENT

47.

The allegations of paragraphs 1 through 45 are hereby incorporated into this COUNT II as fully and completely as if set forth herein.

48.

This is a case of actual controversy, and under O.C.G.A. § 9-4-2, TRG seeks a Court decree that the Purchase and Release Agreement is null and void and of no effect for any purpose as to TRG on two grounds. First, due to the undue influence, duress, and fraud of Defendant Verma. And second, due to the failure of the Defendants to comply with the mandatory procedures contained in Section 1 of the Agreement for Restriction of Sale of Units.¹

49.

Specifically, the Purchase and Release Agreement was executed and interests in TRG were transferred without the Defendants Verma and Schmueckle and their company-designees that were Members of TRG delivering the requisite and applicable notice to comply with the mandatory

¹ Litigation is pending regarding similar issues in Case No. 2022CV373364, styled *VRP Investments, LLC and MEE Investments, LLC v. Anand Lalaji and Tejal Lalaji*.

provisions contained in Section 1 of the Agreement for Restriction of Sale of Units. Defendants and their company-designees that were Members of TRG never gave notice to TRG's Members under Section 1.3 (Voluntary Sale) or to TRG under Section 1.4 (Voluntary Withdrawal) regarding their transfer of membership interests in TRG. Under the Voluntary Withdrawal provisions of Section 1.4, the "net book value" of the transferred interests in TRG was negative. There was never an agreed upon value stated for a Certificate of Agreed Value. As such, under Section 1.1(B), the transfer membership interests identified in the Purchase and Release Agreement are therefore "null and void and of no effect for any purpose."

50.

The release contained in Section 5.2 of the Purchase and Release Agreement is ineffectual as to TRG because Defendants Verma and Schmueckle agreed by contract in the November 1, 2011 Agreement for Restriction of Sale of Units that any transfer of units in violation of that agreement was "null and void and of no effect for any purpose."

COUNT III – BREACH OF CONTRACT

51.

The allegations of paragraphs 1 through 49 are hereby incorporated into this COUNT III as fully and completely as if set forth herein.

52.

For good and valuable consideration, TRG executed the November 1, 2011 Agreement for Restriction of Sale of Units with Defendants Verma and Schmueckle, along with other Members of TRG.

53.

The equity interests of TRG that were transferred in the Purchase and Release Agreement and First Amendment to Purchase and Release Agreement were done so in violation of the express provisions of the November 1, 2011 Agreement for Restriction of Sale of Units.

54.

As a result of breach of contract, TRG may recover actual, consequential, and nominal damages in an amount to be determined at trial.

COUNT IV – BREACH OF FIDUCIARY DUTY / CONFIDENTIAL RELATIONS

55.

The allegations of paragraphs 1 through 54 are hereby incorporated into this COUNT IV as fully and completely as if set forth herein.

56.

Defendant Verma had a relationship of confidence with TRG and was a fiduciary of TRG as a Manager. Accordingly, he owed a TRG strict fiduciary duty as he was so situated as to exercise a controlling influence over the will, conduct and interest of TRG, and was required to act in the utmost of good faith in furtherance of a common business objective – the business of TRG. As such, Defendant Verma was under a duty to represent or advance TRG's interests at all times.

57.

Defendant Verma failed miserably in that duty, particularly with respect to the TRG- Univabs business relationship, which involved a conflicting interest transaction in violation of O.C.G.A. § 14-11-307.

58.

As a result of such breaches of fiduciary duty that were repeatedly and willfully breached by Defendant Verma, TRG has been damaged and may recover actual, consequential, and nominal damages an amount to be determined at the trial of this case.

COUNT V – ATTORNEY’S FEES AND LITIGATION EXPENSES

59.

The allegations of paragraphs 1 through 58 are hereby incorporated into this COUNT V as fully and completely as if set forth herein.

60.

Defendant Verma has acted in bad faith, has been stubbornly litigious, and has caused TRG unnecessary trouble and expense. As a result, TRG is entitled to recover its expenses of litigation, including a reasonable sum as attorney’s fees, in such amount or amounts as are shown by appropriate evidence upon the trial of this case.

COUNT VI – PUNITIVE DAMAGES

61.

The allegations of paragraphs 1 through 56 are hereby incorporated into this COUNT VI as fully and completely as if set forth herein.

62.

Because Defendant Verma’s conduct was intentional and with conscious indifference to consequences with a specific intent to harm TRG, punitive damages may also be awarded in such amount or amounts as determined by the enlightened conscience of the jury.

WHEREFORE, Plaintiff respectfully prays for the following relief:

- a. That Plaintiff have judgment against the Defendants under the claims presented herein and recover actual, consequential, and/or nominal damages in an amount proven at trial;
- b. that Plaintiff have declaratory judgment against the Defendants;
- c. that Plaintiff have judgment against Defendant Verma for its expenses of litigation, including a reasonable sum as attorney's fees;
- d. that Plaintiff have judgment against Defendant Verma for punitive damages in an amount determined by the enlightened conscience of the jury;
- e. that all costs of this action be cast against Defendants;
- f. that this case be tried before a jury; and
- g. that Plaintiff be granted such other and further relief as this Court may deem just and proper.

This 10th day of January, 2025.

MEROLLA & GOLD, LLP

/s/ A. Todd Merolla

A. TODD MEROLLA
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EXHIBIT A

PURCHASE AND RELEASE AGREEMENT
(Shares and Membership Interests)

This Purchase and Release Agreement (together with all exhibits, this "Agreement") is made and entered into as of November __, 2020 (the "Effective Date") by and among V.R.P. Investments, LLC, a Georgia limited liability company and M.E.E. Investments, LLC (together, the "Sellers"), the principals of the Sellers, Vikas Verma and Henry Schmueckle (together, the "Principals"), Anand Lalaji and Tejal Lalaji, individual residents of the State of Georgia (together the "Buyers") and each of the Companies, as defined in the Recitals below. The Sellers, the Principals, and the Buyers shall be referred to individually as a "party" and collectively as the "parties".

RECITALS

- A. Sellers are the current owners of the membership interests or shares of stock (collectively, the "Ownership Interests") in each of the corporations and limited liability companies listed below (collectively, the "Companies"):

Member/Seller	Companies	Officer/Title	Units/Shares ("Ownership Interests")
V.R.P. Investments, LLC	The Radiology Group, LLC, a Delaware limited liability company, including its subsidiary TRG Europe Limited	None	15 Preferred Units 11.25 Common Units
M.E.E. Investments, LLC	The Radiology Group, LLC, a Delaware limited liability company, including its subsidiary TRG Europe Limited	None	5 Preferred Units 3.75 Common Units
V.R.P. Investments, LLC	Inside Injuries, Inc., a Delaware corporation	None	__%
M.E.E. Investments, LLC	Inside Injuries, Inc., a Delaware corporation	None	__%
V.R.P. Investments, LLC	AVS Injuries, LLC, a Georgia limited liability company, including its majority ownership interests	None	__%

	in Performance Data Sciences, Inc. and Performance Medilytics, Inc.		
M.E.E. Investments, LLC	AVS Injuries, LLC, a Georgia limited liability company, including its majority ownership interests in Performance Data Sciences, Inc. and Performance Medilytics, Inc.	None	— %

B. The Sellers intend to transfer all of their Ownership Interests in the Companies to the Buyers in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained (including the foregoing recitals which are incorporated into and made part of this Agreement by this reference), the parties hereto agree as follows.

1. SALE, TRANSFER AND ASSIGNMENT OF OWNERSHIP INTERESTS.

1.1 Purchase of Shares. Each Seller hereby sells, assigns, transfers, conveys and delivers to Buyers, and Buyers hereby purchase and acquire from each Seller, such Seller’s right, title and interest in and to all of the Ownership Interests held by such Seller free and clear of all liens and encumbrances in exchange for the Purchase Price in Section 1.2.

1.2 Purchase Price. In consideration of the sale of the Ownership Interests, Buyers will pay to the Sellers an aggregate purchase price of Two Million Eight Hundred and Forty-Nine Thousand Four Hundred Dollars (\$2,849,400), which shall be allocated as follows:

Member/Shareholder	Company Name	Purchase Price	Return of Capital
V.R.P. Investments, LLC	The Radiology Group, LLC, a Delaware limited liability company,	\$1,759,308.30	None

	including its subsidiary TRG Europe Limited		
M.E.E. Investments, LLC	The Radiology Group, LLC, a Delaware limited liability company, including its subsidiary TRG Europe Limited	\$586,436.12	None
V.R.P. Investments, LLC	Inside Injuries, Inc., a Delaware corporation	None	\$377,742.34
M.E.E. Investments, LLC	Inside Injuries, Inc., a Delaware corporation	None	\$125,903.86
V.R.P. Investments, LLC	AVS Injuries, LLC, a Georgia limited liability company, including its majority ownership interests in Performance Data Sciences, Inc. and Performance Medilytics, Inc.	None	\$7.50
M.E.E. Investments, LLC	AVS Injuries, LLC, a Georgia limited liability company, including its majority ownership interests in Performance Data Sciences, Inc. and Performance Medilytics, Inc.	None	\$2.50

(collectively, the "Purchase Price").

The Purchase Price shall be paid in the following manner

(a) **Closing Amount.** On December 10, 2020, Buyer will pay Seven Hundred and Twelve Thousand Three Hundred and Fifty Dollars (\$712,350.00) less any Unpaid Transaction Expenses, to the Sellers by wire transfer to accounts designated by the Sellers (the "Closing Amount");

(b) Balance of Payments. Buyer shall pay the remaining Purchase Price in the amount of Two Million One Hundred and Thirty-Seven Thousand and Fifty (\$2,137,050.00) Dollars to the Sellers in twelve (12) equal monthly installments of One Hundred and Seventy-Eight Thousand and Eighty-Seven Dollars and fifty cents each (\$178,087.50) without interest, commencing on March 10, 2021 and continuing every month thereafter with the final payment due on or before March 10, 2022.

The Buyers may prepay all or part of the remaining balance of the Purchase Price at any time without a penalty.

(c) Failure to Pay; Interest and Costs of Collection. Time is of the essence in this Agreement. The Sellers may, at the Sellers' option and by written notice to the Buyers, declare the remaining balance of the Purchase Price plus interest at the rate of [10%] and all reasonable costs of collection, actually incurred, as immediately due and collectible if the Buyers fail to pay any installment within thirty (30) days of its due date. Failure to exercise this option in the event of a default will not be treated as a waiver of the right to exercise it in the event of a subsequent default.

(d) Non-Refundable Payment. Additionally the Buyers will pay Sellers a non-refundable payment (except as provided below) of One Hundred Thousand Dollars (\$100,000) on December 10, 2020. If the full Purchase Price is paid on or before March 10, 2021, the Sellers will refund this \$100,000 payment to the Buyers.

(e) Univabs Payments. Prior to December 31, 2020, the Buyers shall settle all outstanding payments due to Univabs Private Limited by The Radiology Group, LLC that are more than ninety (90) days past due, either in one lump sum payment or by weekly payments of no less than Forty-One Thousand Five Hundred and Ninety (\$41,590) Dollars. In the event the payments are made in one lump-sum settlement, Vikas Verma shall ensure that a four percent (4%) discount is applied by Univabs in favor of the The Radiology Group. Starting February 1, 2021, Buyers shall ensure that Univabs is paid on 60 day terms. Additionally, Vikas Verma will ensure that Univabs does not terminate its contract with The Radiology Group, LLC without providing at least twelve (12) months prior notice, and The Radiology Group, LLC agrees not to terminate its contract with Univabs without providing at least twelve (12) months prior notice.

(f) Vikas Verma 2020 Payments. Prior to January 31, 2021, the Companies will pay V.R.P. Investments, LLC and Vikas Verma all outstanding salary and consulting fees due the amount of One Hundred and Eighty-Seven Thousand Five Hundred (\$187,500) Dollars.

(g) Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall be by electronic mail and overnight courier service, or by physical exchange of documentation at the offices of KPPB Law, on December 10, 2020, or such place and time as the parties shall mutually agree, subject in each case to the satisfaction of the closing conditions set forth in this Agreement (such date, the "Closing Date"), and shall be deemed to have occurred at 12:01 AM Eastern Standard Time on such date.

2. COVENANTS, HOLD HARMLESS AND RESIGNATIONS

2.1 Resignation from all Positions; Removal as Authorized Signatory. Effective on the Closing Date: (a) Vikas Verma will resign all positions he may hold as an officer, director, manager, employee or in any capacity in any of the Companies, and their subsidiaries; (b) Henry Schmueckle will resign all positions he may hold as an officer, director, manager, employee or in any capacity in any of the Companies, and their subsidiaries; and (c) the Principals shall cease to be authorized signatories on any of the accounts of the Companies at any bank or other financial institution.

2.2 Release of all Guarantees and Obligations. On or before December 31, 2020, the Sellers and the Principals, shall be released from all financial and other obligations of the Companies, including without limitation in connection with the guarantee of any outstanding loans, payroll trust accounts, tax liabilities, other than liabilities accruing to the account of the Principals. Following the release from all obligations, the Buyers and the Companies shall hold the Sellers, and the Principals harmless from any claims that may be brought against the Sellers or the Principals in connection with their ownership of the Ownership Interests or in connection with the Companies in any manner, unless arising out of the express acts or omissions of the Sellers or the Principals.

2.3 Confidentiality; Publicity. Each Seller and Principal agrees that, on and at all times after the date of this Agreement: (a) no press release or other publicity concerning this Agreement or any of the transactions contemplated hereunder shall be issued or otherwise disseminated by them or on their behalf without Buyers' prior written consent; and (b) they shall continue to keep the terms of this Agreement and the other documents contemplated by this Agreement strictly confidential. Buyers agrees that, at all times after the date of this Agreement: (a) no press release or other publicity concerning this Agreement or any of the Transactions shall be issued or otherwise disseminated by them or the Companies or on their or the Companies' behalf without the Sellers' and Principals' consent; and (b) they shall (and shall cause the Companies to) continue to keep the terms of this Agreement and the other documents contemplated by this Agreement strictly confidential.

2.4 Filings and Consents. Each party to this Agreement (a) shall make all filings (if any) and give all notices (if any) required to be made and given by such party in connection with this Agreement and the transactions contemplated hereunder and (b) shall use all commercially reasonable efforts to obtain all Consents (if any) required to be obtained (pursuant to any applicable Legal Requirement or Contract, or otherwise) by such party in connection with this Agreement and the Transactions. The Company shall promptly deliver to Purchaser a copy of each such filing made, each such notice given and each such Consent obtained by the Company prior to the Closing.

2.5 Tax Matters.

(a) The Buyers shall be responsible for preparing and filing the federal and state income tax returns of the Companies for taxable periods ending on or prior to the Closing Date ("Tax Return"), and shall provide each such Tax Return to Sellers for their review and comment at least twenty (20) days prior to the date on which such Tax Return is to be filed, and the Buyers shall consider in good faith the comments of Sellers to each such Tax Return. The Sellers shall provide any comments to such Tax Returns within ten (10) days following receipt thereof.

(b) The parties shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with any tax contest and the preparation and filing of each Tax Return, in each case, with respect to any Pre-Closing tax period. Such cooperation shall include, upon either party's request, providing records and information that are reasonably relevant to such tax contest or Tax Return, making employees available on a mutually convenient basis to provide additional information, and explaining any materials provided. The parties shall not destroy or dispose of any tax work papers, schedules or other materials and documents supporting Tax Returns of the Companies for Pre-Closing tax periods until the sixth (6th) anniversary of the Closing Date, without the prior written consent of the other party, and before any disposition or destruction of such materials at any time, the party in possession of such materials will provide the other party the opportunity to take possession of such materials and documents.

2.6 Access to Books and Records. For a period of sixty (60) months from the Closing Date, Buyers shall retain all original books and records relating to the Companies existing on the Closing Date, and if necessary for purposes of this Agreement, Sellers and Principals may inspect applicable books and records upon reasonable advance written request during normal business hours.

2.7 Agreement Not to Compete. For a period of sixty (60) months commencing with the Closing Date (the "Restricted Period"), each Seller and Principal agrees (severally and not jointly) that he or it shall not, and shall not permit any of its affiliates to, directly or indirectly: (i) invest in a radiology firm or practice similar to the business of The Radiology Group, LLC ("Restricted Business") in the United States or the United Kingdom ("Territory"), but specifically excluding Univabs; or (ii) have an interest in any entity that engages, directly or indirectly, in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, consultant or similar capacity;. Notwithstanding the foregoing, (i) each Seller or Principal may own, directly or indirectly, solely as an investment, equity securities of any entity traded on any national securities exchange if such Seller or Principal is not a controlling person of, or a member of a group which controls, such entity and does not, directly or indirectly own 3% or more of any class of equity securities of such entity.

3. SELLERS' AND PRINCIPALS' REPRESENTATIONS AND WARRANTIES

Each Seller and Principal, severally and not jointly, solely as to itself, represents and warrants to Buyers as follows:

3.1 Due Organization. Such Seller (if such Shareholder is not an individual) is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of organization.

3.2 Ownership of Interests. Such Seller is the record and beneficial holder of the number of Ownership Interests set forth opposite such Seller's name in the Recitals hereto, and as of the Closing Date, free and clear of all liens and encumbrances. Other than the Ownership Interests set forth opposite such Seller's name in the Recitals hereto, such Seller does not own

any other interests or shares of the Companies, or their subsidiaries, or rights to acquire any interests or shares of the Companies or their subsidiaries.

3.3 Authority; Binding Nature of Agreement. Such Seller and Principal has the full power, authority and legal capacity to enter into and perform its and his obligations under this Agreement and under each other agreement contemplated by this Agreement to which such Seller or Principal is or will be party; and the execution, delivery and performance by such Seller and Principal of this Agreement and each other agreement contemplated by this Agreement to which such Seller and Principal is or will be a party have been duly authorized by all necessary action on the part of such Seller and Principal. Assuming the due authorization and execution by the other parties hereto and thereto, this Agreement and each other agreement contemplated by this Agreement to which such Seller and Principal is or will be a party, when so executed and delivered by such Seller and Principal, shall constitute the legal, valid and binding obligation of such Seller and Principal, enforceable against such Seller and Principal in accordance with its terms.

3.4 Non-Contravention; Consents. Neither the execution, delivery or performance of this Agreement by such Seller and Principal or any of the other agreements contemplated by this Agreement to which such Seller and Principal is or will be a party nor the consummation by such Seller and Principal of the transactions contemplated under this Agreement, will (with or without notice or lapse of time): (a) contravene, conflict with or result in a violation of, or give any governmental body or other entity the right to challenge such transactions; or (b) contravene the provisions of any contract to which such Seller of Principal is a party.

4. BUYERS' REPRESENTATIONS AND WARRANTIES

Buyers represent and warrant to the Sellers and Principals as follows:

4.1 Authority; Binding Nature of Agreement. Buyers have the power and authority to enter into and to perform their obligations under this Agreement and under each other agreement contemplated by this Agreement to which Buyers are or will be a party; and the execution, delivery and performance by Buyers of this Agreement and of each such other agreement have been duly authorized by all necessary action on the part of Buyers. Assuming the due authorization and execution by the other parties hereto and thereto, this Agreement and each other agreement contemplated by this Agreement to which Buyers are or will be a party, when so executed and delivered by Buyers shall constitute the legal, valid and binding obligation of Buyers, as applicable, enforceable against Buyers, as applicable, in accordance with its terms.

4.2 Non-Contravention; Consents. Neither the execution, delivery or performance of this Agreement by Buyers or any of the agreements contemplated by this Agreement to which Buyers are or will be a party nor the consummation by Buyers of the transactions contemplated by the Agreement, will (with or without notice or lapse of time): (a) contravene, conflict with or result in a violation of (i) any of the provisions of the certificate of organization or operating agreement of the Companies or (ii) any resolution adopted by the members, the board of managers of the Companies; or (iii) any financing arrangement or any other contract to which the Companies are bound, or (b) contravene, conflict with or result in a violation of, or give any governmental body or other entity the right to challenge such transactions.

4.3 Legal Proceedings. There is no pending legal proceeding, and no person, to the knowledge of Buyers, has threatened to commence any legal proceeding, that involves Buyers or that otherwise relates to or might affect Buyers ability to consummate the transactions contemplated by this Agreement, its prospects or any of the assets or properties of Buyers (whether or not Buyers is named as a party thereto).

4.4 No Acquisition. There is no current or anticipated agreement to sell the assets or equity of any of the Companies except as contemplated under this Agreement.

5. MUTUAL RELEASES; INDEMNIFICATION.

5.1 Sellers and Principal's Release. Except for any rights and obligations arising in connection with this Agreement and the transactions contemplated by this Agreement, Seller and Principal, on behalf of themselves and their heirs, executors, beneficiaries, successors and assigns, irrevocably and unconditionally releases and forever discharges the Buyers, the Companies, and their officers, directors, employees, managers, members, predecessors, successors, assigns, agents and representatives, and all persons acting by, through, under, or in concert with any of them, from any and all contractual and ex-contractual actions, torts, warranties, express or implied, causes of action, suits, debts, loans, liens, contracts, rights, agreements, obligations, promises, liabilities, claims, demands, damages, controversies, losses, costs and expenses of whatever kind or nature, whether now known or unknown, suspected or unsuspected, fixed or contingent from the beginning of time through the date of this Agreement in any way arising out of or relating to the Ownership Interests, the Companies, or their subsidiaries, or the business conducted by the Companies or their subsidiaries, including, but not limited to damages, attorneys' fees, costs and expenses (hereafter also referred to as "Claims").

5.2 Buyers' Release. Except for any rights and obligations arising in connection with the Agreement and the transactions contemplated by this Agreement, the Buyers and the Companies, on behalf of themselves, and their heirs, executors, beneficiaries, successors and assigns, irrevocably and unconditionally releases and forever discharges each of the Sellers and Principals, and each of their officers, directors, employees, managers, members, predecessors, successors, assigns, agents and representatives, and all persons acting by, through, under, or in concert with any of them, from any and all contractual and ex-contractual actions, torts, warranties, express or implied, causes of action, suits, debts, loans, liens, contracts, rights, agreements, obligations, promises, liabilities, claims, demands, damages, controversies, losses, costs and expenses of whatever kind or nature, whether now known or unknown, suspected or unsuspected, fixed or contingent from the beginning of time through the date of this Agreement in any way arising out of or relating to the Sellers' Ownership Interests, the Companies, or their subsidiaries, or the business conducted by the Companies or their subsidiaries, including, but not limited to damages, attorneys' fees, costs and expenses (hereafter also referred to as "Claims").

5.3 Full And Final Release. In executing this release and in receiving the specified consideration, each party intends that such party's release shall be effective as a full and final general release as to the Claims released herein. Each party acknowledges that there is a risk that subsequent to the execution of the release, Claims may be discovered, incurred or suffered which

were unknown or unanticipated at the time of execution of the release, including, but not limited to, unknown or unanticipated claims which, if known or anticipated on the date of execution of the release, might have materially affected such party's decision to execute the release. Each party acknowledges and agrees that by reason of the general release set forth in this Section, it is assuming the risk of such unknown claims and agrees that the release shall apply to any and all such Claims against all released parties. To that end, each party waives any and all rights that it has or may have to the full extent that it may lawfully waive such rights pertaining to this general release of claims.

5.4 Survival. All representations, warranties, covenants, and obligations in this Agreement will survive the Closing until the later of, the Purchase Price having been paid in full or three (3) years. The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants and obligations.

5.5 Indemnification by Buyers and Companies. Buyers and the Companies, jointly and severally, will indemnify and hold harmless Sellers and Principals, and each of them, from and against, and will pay to Sellers and Principals the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with: (a) any breach of any representation or warranty made by Buyers in this Agreement, (b) any breach by Buyers of any covenant or obligation of such party in this Agreement, and/or (c) the business or affairs of the Companies, including but not limited to any liability arising out of the Sellers or the Principals guaranteeing or having become a party to any obligation of the Companies.

5.6 Indemnification by Sellers and Principals. Sellers and Principals will, severally but not jointly, indemnify and hold harmless Buyers and Companies from and against, and will pay to such parties the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with: (a) any breach of any representation or warranty made by Sellers and Principals in this Agreement, and/or (b) any breach by Sellers and Principals of any covenant or obligation of such party in this Agreement. .

6. GENERAL PROVISIONS.

6.1 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be

binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

6.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to that body of laws pertaining to conflict of laws. Each party consents to jurisdiction and service of process within Georgia for any action or proceeding arising under this Agreement, and venue in any such action will lie in Atlanta, Georgia.

6.3 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one business day after deposit with an express overnight courier for United States deliveries, or two business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (c) three business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto.

6.4 Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

6.5 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

6.6 Entire Agreement. This Agreement constitutes the complete and final agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6.8 Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the

substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.9 Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

6.10 Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

6.11 Attorneys' Fees and Costs. Each party agrees to pay all of its professional fees and costs relating to this transaction, including but not limited to legal, accounting and other fees.

6.12 Future Disputes. The prevailing party in any action or proceeding commenced to interpret or to enforce the terms of this Agreement shall be entitled to recover its reasonable attorneys' fees, costs and other related expenses incurred by such party in connection with any such action or proceeding.

6.13 KPPB Law Waiver of Conflict. **This Agreement has been drafted by the law firm of Kumar, Prabhu, Patel and Banerjee, LLC ("KPPB Law") pursuant to a Conflict of Interest Waiver Letter dated on or about July 16, 2020 ("Waiver Letter"). Each of the parties, by signing this Agreement, confirms the terms of that Waiver Letter and consents to the Waiver Letter as of the date of this Agreement, as if it was incorporated herein.**

IN WITNESS WHEREOF, the parties have caused this Purchase and Release Agreement to be executed by their duly authorized representatives, as of the Effective Date.

SELLERS:

V.R.P. INVESTMENTS, LLC

By: Vikas Verma
Its: Authorized Officer

M.E.E. INVESTMENTS, LLC

By: Henry Schmueckle
Its: Authorized Officer

PRINCIPALS:

Name: Vikas Verma

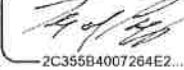
Name: Henry Schmueckle

BUYER'S DocuSigned by:


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Name: Anand Lalaji

DocuSigned by:


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Name: Tejal Lalaji

COMPANIES:

THE RADIOLOGY GROUP, LLC.

DocuSigned by:


84341E640DBB430...

By: Anand Lalaji

Its: President

INSURANCE INC.

DocuSigned by:


84341E640DBB430...

By: Anand Lalaji

Its: Authorized Officer

AVS INQUIRIES, LLC

DocuSigned by:


84341E640DBB430...

By: Anand Lalaji

Its: Authorized Officer

EXHIBIT B

**FIRST AMENDMENT TO
PURCHASE AND RELEASE AGREEMENT**

(Shares and Membership Interests)

This First Amendment dated the 31st day of January, 2022 (“First Amendment”) is made to that certain Purchase and Release Agreement dated November 30, 2020 (“Agreement”) and entered into by and among V.R.P. Investments, LLC, a Georgia limited liability company and M.E.E. Investments, LLC (together, the “Sellers”), the principals of the Sellers, Vikas Verma and Henry Schmueckle (together, the “Principals”), Anand Lalaji and Tejal Lalaji, individual residents of the State of Georgia (together the “Buyers”) and each of the Companies, as defined in the Agreement. The Sellers, the Principals, and the Buyers shall be referred to individually as a “party” and collectively as the “parties”.

All terms not otherwise defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

Background

The Sellers and the Buyers entered into the Agreement with a with an agreed upon schedule for payment of the Purchase Price set out in Section 1.2.

As of the date of this First Amendment, the Buyers have paid Sellers certain amounts due under Sections 1.2 (a), 1.2 (d), 1.2 (f) and payments due to Univabs under Section 1.2 (e).

However there are still outstanding amounts due to Sellers in an aggregate of \$2,150,064.27, which includes \$2,037,050 in outstanding principal and \$113,014.27 in outstanding interest (collectively, the “Outstanding Balance”).

The Buyers and the Sellers have agreed to a modification of the payment amounts and schedule with respect to the Outstanding Balance, subject to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained (including the foregoing recitals which are incorporated into and made part of this Agreement by this reference), the parties hereto agree as follows.

A. **Purchase Price** – Section 1.2 (b) of the Agreement is modified and restated as follows:

(b) **Balance of Payments**. Buyer shall pay the Outstanding Balance Dollars to the Sellers in (i) twelve (12) monthly installments commencing on February 10, 2022 and continuing every month in accordance with the attached schedule attached hereto

and incorporated by reference herein; and (ii) a final balloon payment of \$1,250,064.27 due on February 10, 2023.

The Buyers may prepay all or part of the Outstanding Balance at any time without a penalty.

B. Failure to Pay and Costs of Collection. Section 1.2 (c) is modified (as underlined) and restated in its entirety as follows:


(c) If any payment or any other amount due hereunder is not paid on or before the fifth (5th) day after the day on which such payment is due. Buyers shall pay Sellers a late charge in an amount equal to ten percent (10%) of the amount due. Time is of the essence in this Agreement. The Sellers may, at the Sellers' option and by written notice to the Buyers, declare the Outstanding Balance plus interest at the rate of ten percent (10%) and all reasonable costs of collection, actually incurred, as immediately due and collectible if the Buyers fail to pay any installment within thirty (30) days of its due date. Failure to exercise this option in the event of a default will not be treated as a waiver of the right to exercise it in the event of a subsequent default. All payments shall be applied first to the payment of fees, charges and expenses, including, without limitation, late charges, due Sellers, and the remainder towards the Outstanding Balance.

C. KPPB Law Waiver of Conflict. This First Amendment has been drafted by the law firm of Kumar, Prabhu, Patel and Banerjee, LLC pursuant to a Conflict of Interest Waiver Letter dated on or about July 16, 2020 ("Waiver Letter"). Each of the parties, by signing this Agreement, confirms the terms of that Waiver Letter and consents to the Waiver Letter as of the date of this First Amendment as if it was incorporated herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Purchase and Release Agreement to be executed by their duly authorized representatives, as of the Effective Date.

SELLERS:

V.R.P. INVESTMENTS, LLC




By: Vikas Verma
Its: Authorized Officer

M.E.E. INVESTMENTS, LLC

By: Henry Schmueckle
Its: Authorized Officer

PRINCIPALS:



Name: Vikas Verma

Name: Henry Schmueckle

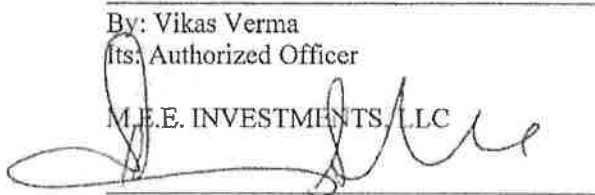
IN WITNESS WHEREOF, the parties have caused this First Amendment to the Purchase and Release Agreement to be executed by their duly authorized representatives, as of the Effective Date.

SELLERS:

V.R.P. INVESTMENTS, LLC

By: Vikas Verma
Its: Authorized Officer

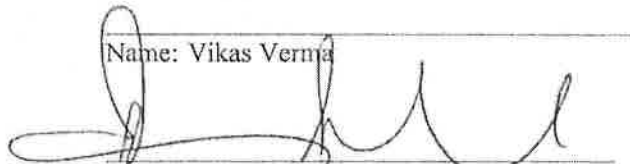
M.E.E. INVESTMENTS, LLC

A handwritten signature in black ink, appearing to read 'Vikas Verma', written over a horizontal line.

By: Henry Schmueckle
Its: Authorized Officer

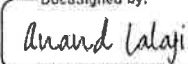
PRINCIPALS:

Name: Vikas Verma

A handwritten signature in black ink, appearing to read 'Vikas Verma', written over a horizontal line.

Name: Henry Schmueckle

BUYERS:

DocuSigned by:

84341E640DBB430
Name: Anand Lalaji

DocuSigned by:

2C35FB4C072B4E2
Name: Tejal Lalaji


COMPANIES:

THE RADIOLOGY GROUP, LLC.


DocuSigned by:

84341E640DBB430
By: Anand Lalaji
Its: President

INSIDE INJURIES, INC.

DocuSigned by:

84341E640DBB430
By: Anand Lalaji
Its: Authorized Officer

AVS INJURIES, LLC

DocuSigned by:

84341E640DBB430
By: Anand Lalaji
Its: Authorized Officer

Amount	Fee	TotalPayment	Category	Payment To From	To	DeliveryOn	Payment D Status	DeliverySpri	Confirmati	RecurringPayment
(\$130,000.00)		(\$130,000.00)			Vikas Verm	1/10/2023	Pending	SCVM1-2C	no	
(\$120,000.00)		(\$120,000.00)			Vikas Verm	12/12/2022	Pending	SCVLZ-N9V	no	
(\$110,000.00)		(\$110,000.00)			Vikas Verm	11/10/2022	Pending	SCVLY-3YX	no	
(\$100,000.00)		(\$100,000.00)			Vikas Verm	10/11/2022	Pending	SCVLS-FXW	no	
(\$90,000.00)		(\$90,000.00)			Vikas Verm	9/12/2022	Pending	SCVLQ-T7C	no	
(\$80,000.00)		(\$80,000.00)			Vikas Verm	8/30/2022	Pending	SCVLP-4LV	no	
(\$70,000.00)		(\$70,000.00)			Vikas Verm	7/11/2022	Pending	SCVLM-JPH	no	
(\$60,000.00)		(\$60,000.00)			Vikas Verm	6/10/2022	Pending	SCVLL-12X	no	
(\$50,000.00)		(\$50,000.00)			Vikas Verm	5/10/2022	Pending	SCVLJ-1S1T	no	
(\$40,000.00)		(\$40,000.00)			Vikas Verm	4/11/2022	Pending	SCVLF-PG4	no	
(\$30,000.00)		(\$30,000.00)			Vikas Verm	3/10/2022	Pending	SCVLD-6QS	no	
(\$20,000.00)		(\$20,000.00)			Vikas Verm	2/10/2022	Pending	SCVL9-L86	no	
(\$6,250.00)		(\$6,250.00)		Check#995062	Vikas Verm	1/10/2022	Processed	S754X-H9J	yes	
(\$6,250.00)		(\$6,250.00)		Check#995059	Vikas Verm	12/10/2021	Processed	S6WWT-20	yes	

EXHIBIT C

**AGREEMENT FOR RESTRICTION
OF SALE OF UNITS**

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of November, 2011, by and between THE RADIOLOGY GROUP, LLC, a limited liability company duly created, organized, and existing under and by virtue of the laws of the State of Georgia ("Company"), and by each of the parties who have executed counterparts of this Agreement as indicated on the signature pages attached ("Members");

WITNESSETH:

WHEREAS, the Members desire to restrict the transfer of Membership Interests ("Interest") of the Company as provided in the Company's Amended and Restated Operating Agreement ("Operating Agreement") of even date herewith. Any capitalized terms not defined herein shall have the meaning set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to inure to each of the parties, the Members, and the Company, agree, as follows:

Section 1. TRANSFER OF MEMBERS' INTERESTS

Section 1.1. RESTRICTIONS.

(A) Except as expressly permitted by this Agreement, no Member may transfer his or her Interest in the Company or any portion thereof without the unanimous consent of the Company's Board of Managers.

(B) Transfers in violation of the provisions hereof shall be null and void and of no effect for any purpose.

Section 1.2. EFFECT OF ASSIGNMENT; DOCUMENTS. All Interests in the Company transferred, assigned or bequeathed pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any sale, transfer, assignment or admission permitted hereunder, the transferee, assignee or additional Member must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or an additional Member.

Section 1.3. VOLUNTARY SALE. Members shall be restricted from transferring their Interest in the Company for a period of two (2) years following the date of this Agreement. After such two (2) year period, if at any time a Member (hereinafter referred to in this Section as the "Selling Member") shall receive a bona fide offer for the transfer of all, but not less than all, of the Interest then held or owned by him to any person:

(A) The Selling Member shall give written notice to the other Members and the Company of his intention to make such transfer stating the name and address of the proposed transferee, the price to be paid therefor and the terms of payment. In such event, the Company and/or the remaining Members shall have the option, exercisable upon written notice to the Selling Member and the other Members within thirty (30) days after receipt of the Selling Member's notice, to purchase all, but not less than all, of the Selling Member's Interest at the price and upon the terms bona fide offered by the proposed transferee. In determining whether or not the Company shall exercise its option, the Selling Member shall vote all the Interest then owned or held by him, and the Selling Member shall vote as directed by a vote of the Members holding a majority of the remaining Interests.

(B) If notice shall have been duly given by the Selling Member pursuant to this Section, and if the remaining Members and/or the Company shall fail to purchase all of the Selling Member's Interest by exercise of their options within the thirty (30)-day period provided hereunder, then the Selling Member may make the proposed transfer of all of the Selling Member's Interest to the proposed transferee within the forty-five (45)-day period following the expiration of such thirty (30)-day period, but if such transfer is not consummated, the terms and conditions of this Agreement shall continue to apply to such Selling Member's Interest.

Section 1.4. VOLUNTARY WITHDRAWAL OR REMOVAL FROM THE COMPANY.

(A) If any Member proposes to withdraw voluntarily from membership in the Company or (subject to Section 1.4 (G) hereof) is removed from membership in the Company for any reason whatsoever (except by reason of such Member's death), and such withdrawal or removal is unanimously approved by the Managers as provided in this Agreement, such Member (the "Withdrawing Member") shall, within thirty (30) days of such termination, provide a written offer to sell to the Company all of such Withdrawing Member's Interest and the Company shall have the option to purchase all of such Interest as provided for in this Section. Upon the death of any Member, the terms and conditions of the Operating Agreement shall apply.

(B) The Company shall have the option, exercisable upon written notice sent within thirty (30) days after receipt of the Withdrawing Member's offer provided in Section 1.4(A) hereof, to purchase all but not less than all of the Withdrawing Member's Interest, upon the terms and conditions set forth in this Section. In determining whether or not the Company shall exercise its option, the Withdrawing Member shall vote all the Interest then owned or held by him, and the Withdrawing Member shall vote as directed by a vote of the Members holding a majority of the remaining Interests.

(C) The purchase price for the Interest of such Withdrawing Member (the "Withdrawing Member Purchase Price") shall be an amount equal to (i) the value stated in the Certificate of Agreed Value (as defined in Section 1.6 hereof) or (ii) if no Certificate of Agreed Value exists, the net book value (excluding any goodwill) of such Interest computed on the accrual basis of accounting as determined by the accountant or accounting firm regularly engaged by the Company as of the last day of the fiscal year of the Company immediately preceding the effective date of the Withdrawing Member's withdrawal or removal from the Company. The accountant or accounting firm shall give notice of the determination of such net book value to the Company, the Withdrawing Member and the remaining Member(s) within thirty (30) days after the effective date of the Withdrawing Member's withdrawal or removal from the Company.

(D) Should the Company elect to purchase the Withdrawing Member's Interest, the conveyance of such Interest shall be made to the Company within thirty (30) days after acceptance of such offer, and the Withdrawing Member Purchase Price shall, at the option of the Company, be paid as provided in Section 1.4(E). Upon payment of the Withdrawing Member Purchase Price, the Withdrawing Member shall deliver certificates representing the Interest purchased with stock powers executed in blank attached and with all necessary stock transfer stamps affixed, provided that such Interest shall be free and clear of all liens, claims and encumbrances.

(E) Payment for the Withdrawing Member's Interest purchased pursuant to this Section 1.4 shall be made over a period, at such times and at such amounts as the remaining Members shall determine, together with interest on the unpaid balance at the rate per annum equal to the Prime Rate on the date such purchase of the Withdrawing Member's Interest is consummated, the said obligation to be evidenced by a promissory note in an amount equal to the Withdrawing Member Purchase Price delivered to the Withdrawing Member by the Company, which promissory note shall permit prepayment in whole or part at any time, without penalty; provided, however, that if the Withdrawing Member Purchase Price is equal to or less than TEN THOUSAND DOLLARS (\$10,000), then the total Withdrawing Member Purchase Price shall be paid in cash by the Company within one (1) year of the effective date of the Withdrawing Member's withdrawal or removal from the Company.

(F) If notice shall have been duly given by the Withdrawing Member pursuant to this Section, and if the Company shall fail to purchase all of the Withdrawing Member's Interest by exercise of its option, then the Withdrawing Member shall be free to deal with his Interest or the portion of such Interest not so purchased, free of any restrictions or rights under this Article II, and the Withdrawing Member shall retain the Interest or portion thereof, if any, remaining in his

ownership, subject to the other terms of this Agreement in the same manner as if such Withdrawing Member had not withdrawn or been removed from the Company.

(G) Notwithstanding any other provision in this Agreement, if a Withdrawing Member is removed from membership in the Company "for cause," as determined by Members holding at least a majority of the Interests (other than the Withdrawing Member) in their sole and absolute discretion, the Withdrawing Member shall sell to the Company, and the Company shall purchase from the Withdrawing Member, the Membership Interest of such Withdrawing Member for an aggregate purchase price of One Hundred Dollars (\$100.00) within thirty (30) days of the effective date of removal of such Withdrawing Member.

Section 1.5. INVOLUNTARY TRANSFERS. If there shall be an involuntary transfer of any Interest of any Member, other than one occasioned by the death of such Member, to any person:

(A) The transferee shall take and hold said Interest subject to this Agreement and the Operating Agreement and to all the obligations and restrictions upon the Member from whom said Interest was acquired, and shall observe and comply with this Agreement and the Operating Agreement and with such obligations and restrictions.

(B) The Member from whom said Interest was transferred (the "Transferring Member"), or the transferee shall forthwith give notice to the remaining Members and the Company stating when the involuntary transfer occurred, the reason therefor, the number of shares transferred (the "Transferred Interest"), and the home address and capacity of the transferee. The Company shall have the option, exercisable upon written notice within thirty (30) days after receipt of such notice to purchase all but not less than all of the Transferred Interest, upon the terms and conditions set forth in this Section.

(C) The purchase price of the Interest to be paid on any purchase pursuant to this Section 1.5 (the "Involuntary Transfer Purchase Price") shall be an amount equal to the net book value (excluding any goodwill) of such Interest computed on the accrual basis of accounting as determined by the accountant or accounting firm regularly engaged by the Company as of the last day of the month immediately preceding the month in which the involuntary transfer occurs. The accountant or accounting firm shall give notice of the determination of such net book value to the Company, the Transferring Member, the transferee and the remaining Member(s) within thirty (30) days after the Company's receipt of the notice of involuntary transfer provided in Section 1.5(B) hereof.

(D) Within seven (7) days after the receipt of the notice of determination of the

Involuntary Transfer Purchase Price, the transferee shall offer to sell the Transferred Interest to the Company at the Involuntary Transfer Purchase Price. The offer shall be made by notice sent to the remaining Member(s) and the Company by certified mail, return receipt requested. The Company may accept the offer by certified mail, return receipt requested, within thirty (30) days after receipt of such notice. In determining whether or not the Company shall exercise its option, the Transferring Member and transferee shall vote all the Interest then owned or held by them, and the Transferring Member and transferee shall vote as directed by vote of the Members holding a majority of the remaining Interests.

(E) Should the Company elect to purchase any of the Transferred Interest, the conveyance of such Interest shall be made to the Company within thirty (30) days after acceptance of such offer and the Involuntary Transfer Purchase Price shall, at the option of the Company, be paid as provided in Section 1.5(F), at which time the transferee shall deliver certificates representing the Transferred Interest purchased with stock powers executed in blank attached and with all necessary stock transfer stamps affixed, against delivery of the Involuntary Transfer Purchase Price, provided that such Interest shall be free and clear of all liens, claims and encumbrances.

(F) Payment for the Transferred Interest purchased pursuant to this Section 1.5 shall be made over a period, at such times and in such amounts as the remaining Member(s) shall determine, together with interest on the unpaid balance at the rate per annum equal to the Prime Rate on the date such purchase of the Transferred Interest is consummated, the said obligation to be evidenced by a promissory note delivered to the transferee by the Company, which promissory note shall permit prepayment in whole or part at any time without penalty; provided, however, that if the Involuntary Transfer Purchase Price is equal to or less than TEN THOUSAND DOLLARS (\$10,000), then the total Involuntary Transfer Purchase Price shall be paid in cash by the Company within one (1) year of the date of notice from the Transferring Member or the Transferee.

(G) If notice shall have been duly given by the Transferring Member or the transferee pursuant to this Section, and if the Company shall fail to purchase all of the Transferred Interest by exercise of its option, then the transferee shall be free to deal with the Transferred Interest not so purchased, free of any restrictions or rights under this Article VIII, and the Transferring Member shall retain the Interest, if any, remaining in his or her ownership, subject to the other terms of this Agreement in the same manner as if no involuntary transfer had been made.

Section 1.6. CERTIFICATE OF AGREED VALUE. Notwithstanding any other provision in this Agreement, the Members may at any time fix an agreed value (the "Agreed Value") of an Interest by a Certificate of Agreed Value signed by all the Members in the form of Schedule I attached hereto and incorporated herein by reference.

If, at any time, it becomes necessary to determine the value of an Interest and a Certificate of Agreed Value is in existence and such Certificate of Agreed Value is dated within ninety (90) days of the date on which the value is to be determined, then the Agreed Value set forth in such Certificate shall be conclusive as to the value and shall be accepted as the value as of the date on which the value shall be required or made for the purposes of this Agreement. In no event shall a Certificate of Agreed Value be effective unless signed by all the Members. The Members may at any time execute a new Certificate of Agreed Value which shall automatically replace all prior Certificates of Agreed Value, and in no event shall any but the last Certificate of Agreed Value be effective, if at all, for the purposes herein specified.

Section 1.7 DRAG ALONG RIGHT. In the event that a Selling Member owning more than fifty percent (50%) of the Interests in the Company proposes to transfer all of his or her Interest to a proposed transferee (the "Proposed Purchaser") in accordance with Section 1.3 above, then the Selling Member shall have the right to require each other Member to sell to the Proposed Purchaser all of their respective Interests. Any Interest purchased from such other Member pursuant to this Section 1.6 shall be paid and contracted for at the same price per Unit, with the same form of consideration and otherwise upon the same terms and conditions as the sale by the Selling Member of his or her shares to the Proposed Purchaser. The drag-along rights described in this Section may be exercised by the Selling Member by delivery of a written notice to each other Member, setting forth the name and address of the Proposed Purchaser, the proposed amount and all forms of consideration and terms and conditions of payment offered by the Proposed Purchaser and that the Proposed Purchaser has been informed of the drag-along rights provided for in this Section. Such exercise notice shall be delivered at least forty (40) business days prior to the scheduled closing.

Section 1.8 TAG-ALONG RIGHTS. In the event that a Selling Member proposes to transfer all of its shares to a Proposed Purchaser in accordance with 1.3 above, then each other Member shall in connection with the proposed transfer, have the right to require the Proposed Purchaser to purchase from such other Member all of their respective Units upon the same terms and conditions as the sale by the Selling Member of all or any part of its Interest to the Proposed Purchaser.

In connection with any Proposed Transfer and the tag-along rights described in this Section 1.8, the Selling Member shall deliver a written notice to the Proposed Purchaser which informs the Proposed Purchaser of the tag-along rights possessed by the other Members, sets forth the name and addresses of the other Members and confirms the proposed amount and all forms of consideration and terms and conditions of payment offered by such Proposed Purchaser. Such tag-along notice shall be delivered at least thirty (30) business days prior to the scheduled closing.

Section 1.9. MANDATORY REDEMPTION. At the election of the Members holding a majority of the Preferred Units, to be exercised once by providing no less than ninety (90) days' prior written notice, the Company shall, subject to the sufficiency of funds legally available for

distribution, redeem the outstanding Preferred Units on the date that is two (2) years from the date of issuance at an aggregate redemption price equal to the Capital Contribution made by the Preferred Members (less any capital distributions previously made) plus the accrued but unpaid Preferred Return, which redemption price shall, at the option of the Company, be paid either: (i) immediately; or (ii) in equal quarterly installments of principal and interest over an eighteen (18) month period.

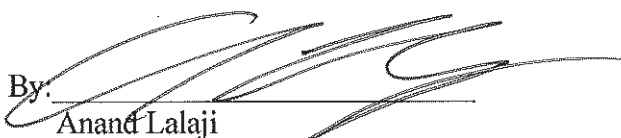
2. This Agreement may be modified only by a written agreement executed by the Company and each of the Members.

3. The Company covenants that it will not transfer on its books any Units of the Company issued to and held by the parties to this agreement until adequate proof of compliance with their agreement shall be furnished by the Company and unless and until the purchaser or purchasers of any such shares shall have executed this agreement, or a counterpart thereof.

4. In the event of a conflict between any term or provision of this Agreement and any term or provision of the Operating Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the Company has executed this agreement, by and through its appropriate officers hereunto duly authorized, and the Members have each duly executed this agreement, as of the date appearing next to said signatures.

THE RADIOLOGY GROUP, LLC

By: 
Anand Lalaji
President and CEO

MEMBERS:

 (SEAL)
Anand Lalaji, Member

 (SEAL)
Tejal Lalaji, Member

_____ (SEAL)
Pankaj Lalaji, Member

_____ (SEAL)
Mahendra Patel, Member

distribution, redeem the outstanding Preferred Units on the date that is two (2) years from the date of issuance at an aggregate redemption price equal to the Capital Contribution made by the Preferred Members (less any capital distributions previously made) plus the accrued but unpaid Preferred Return, which redemption price shall, at the option of the Company, be paid either: (i) immediately; or (ii) in equal quarterly installments of principal and interest over an eighteen (18) month period.

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THE RADIOLOGY GROUP, LLC

By: _____
Anand Lalaji
President and CEO

MEMBERS:

_____(SEAL)
Anand Lalaji, Member

_____(SEAL)
Tejal Lalaji, Member

 (SEAL)
Pankaj Lalaji, Member

_____(SEAL)
Mahendra Patel, Member

distribution, redeem the outstanding Preferred Units on the date that is two (2) years from the date of issuance at an aggregate redemption price equal to the Capital Contribution made by the Preferred Members (less any capital distributions previously made) plus the accrued but unpaid Preferred Return, which redemption price shall, at the option of the Company, be paid either: (i) immediately; or (ii) in equal quarterly installments of principal and interest over an eighteen (18) month period.

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THE RADIOLOGY GROUP, LLC

By: _____
Anand Lalaji
President and CEO

MEMBERS:

Anand Lalaji, Member (SEAL)

Tejal Lalaji, Member (SEAL)

Pankaj Lalaji, Member (SEAL)

Mahendra Patel
Mahendra Patel, Member (SEAL)

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V.R.P. Investments, LLC



_____(SEAL)

Vikas Verma, Member

M.E.E. Investments, LLC

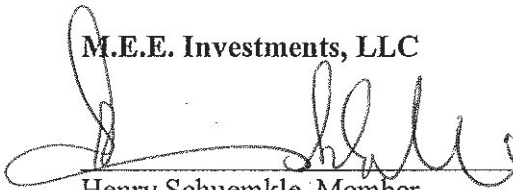
_____(SEAL)

Henry Schuemkle, Member

V.R.P. Investments, LLC

_____(SEAL)
Vikas Verma, Member

M.E.E. Investments, LLC


_____(SEAL)
Henry Schuemke, Member
Schmueckle

Schedule I

CERTIFICATE OF AGREED VALUE