



18201 Von Karman
Suite 550
Irvine, CA 92612

February 19, 2024

**Via Email and Overnight Delivery Service
(overnight delivery sent 2/20/24 with confirmation of delivery)**

bryan.parker@nrc.gov

Mr. Bryan A. Parker
Senior Health Physicist
Materials Licensing Branch
United States Nuclear Regulatory Commission
Region III
2443 Warrenville Rd., Suite 210
Lisle, IL 60532-4352

**Re: Notification of Completion of Indirect Change in Control re: Alliance
HealthCare Services, Inc., NRC Material License No. 47-25570-01**

Dear Mr. Parker:

Please be advised that the indirect change in control of Alliance HealthCare Services, Inc.'s ("Licensee") NRC Material License No. 47-25570-01 ("License") identified in the correspondence of Kay Kassel, Corporate Radiation Safety Officer, to the Nuclear Regulatory Commission – Region III, dated November 6, 2023, occurred on February 6, 2024. The correspondence of Mr. Bryan Parker to Ms. Kassel, dated January 26, 2024 ("January Correspondence"), requested notice of the completion of that change.

The January Correspondence also requested a copy of the "sales agreement". Please be advised that there is no "sales agreement" because the transaction ("Transaction") that resulted in the indirect change in control was consummated in connection with the bankruptcy cases of Akumin Inc., Akumin Holding Corp., and Akumin Operating Corp. ("Akumin Debtors"), among others, who are affiliates of Licensee. Licensee provided notice of the bankruptcy cases in correspondence to the Nuclear Regulatory Commission, dated October 23, 2023. The Akumin Debtors and other related entities filed voluntary petitions for relief pursuant to chapter 11 of the U.S. Bankruptcy Code on October 22, 2023, in the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division ("Bankruptcy Court").

The indirect change of control occurred upon the closing of the Transaction pursuant to a plan of reorganization that was filed with the Bankruptcy Court on October 22, 2023 ("Prepackaged Plan"). The Transaction resulted in (i) Akumin Inc. becoming a reorganized Akumin Inc. ("Reorganized Akumin") and (2) Stonepeak Magnet Holdings LP ("Stonepeak Magnet") owning all of the equity interests of a Reorganized Akumin, the sole owner of Akumin Holdings Corp., which in turn is the sole owner of Akumin Operating Corp., which in turn is the sole owner of Thaihot Investment Company US LTD, which in turn is the sole owner of Licensee.

In the absence of a "sales agreement", enclosed are the following:

- (1) Introduction, Relevant Definitions and Article III.B.6 of the Prepackaged Plan (enclosed as Exhibit A);
- (2) Relevant Portions of the Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Authorizing the Debtors to Use Cash Collateral, (C) Granting Adequate Protection to the Prepetition Secured Parties, (D) Modifying the Automatic Stay, (E) Scheduling a Final Hearing, and (F) Granting Related Relief ("Final Order"; enclosed as Exhibit B) ; and
- (3) Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming the Joint Prepackaged Chapter 11 Plan of Reorganization of Akumin Inc. and Its Debtor Affiliates and (II) Occurrence of the Effective Date ("Confirmation Order"; enclosed as Exhibit C).

The Prepackaged Plan provides for Stonepeak Magnet to receive the equity of Reorganized Akumin. Article III.B.6 of the Prepackaged Plan states in relevant part:

Class 6 – Prepetition Series A Note Claims

....

(c) *Treatment:*

- (i) In the event of a Reorganization Transaction¹, the Holder² of the Allowed Prepetition Series A Note Claims shall receive 100% of the

¹"*Reorganization Transaction*" means the Restructuring Transaction to be effectuated on the Effective Date" Prepackaged Plan, Article I.A.163. "*Restructuring Transactions*" means any transaction and any actions as may be necessary or appropriate to effect a restructuring of the Debtors' respective businesses or a corporate restructuring of the overall corporate structure of the Debtors on the terms set forth in this Prepackaged Plan" Prepackaged Plan, Article I.A.173.

² "*Holder*" means an Entity holding a Claim against or an Interest in a Debtor, as applicable." Prepackaged Plan, Article I.A.89.

New Common Stock of Reorganized Parent, ...³
Prepackaged Plan at 24 (footnotes added for ease of interpretation).

Paragraph 10 of the Final Order describes Stonepeak Magnet as the Holder of the Prepetition Series A Notes. Accordingly, on February 6, 2024, the Effective Date of the Prepackaged Plan, the equity in Reorganized Akumin was transferred to Stonepeak Magnet. February 6, 2024 is identified as the Effective Date in the Confirmation Order (p. 1, second paragraph).

Due to the length of the Prepackaged Plan and Interim Order, we have enclosed only the relevant sections of those documents. But please let us know if you would like copies of those documents in their entirety or any other information.

Thank you for your assistance with this matter.

Very truly yours,



Kay Kassel MS CNMT, NMTCB(RS)
Corporate Radiation Safety Officer
Office 561.701.1311
Fax 480.212.8560
kay.kassel@akumin.com
Akumin

Attachments:

Exhibit A: Introduction, Relevant Definitions and Article III.B.6 of the Prepackaged Plan

Exhibit B: Relevant Portions of the Final Order

Exhibit C: Confirmation Order

³ “*Reorganized Parent*” means, in the event that the Reorganization Transaction is consummated, Parent, as reorganized on the Effective Date in accordance with the Prepackaged Plan.” Prepackaged Plan, Article I.A.165. “*Parent*” means Akumin Inc.” Prepackaged Plan, Article I.A.118.

Exhibit A – Portions of Prepackaged Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

AKUMIN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90827 (CML)

(Joint Administration Requested)

**JOINT PREPACKAGED CHAPTER 11 PLAN
OF REORGANIZATION OF AKUMIN INC. AND ITS DEBTOR AFFILIATES**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

JACKSON WALKER L.L.P.

Matthew D. Cavanaugh (TX Bar No. 24062656)

Jennifer F. Wertz (TX Bar No. 24072822)

J. Machir Stull (TX Bar No. 24070697)

Victoria N. Argeroplos (TX Bar No. 24105799)

1401 McKinney Street, Suite 1900

Houston, Texas 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: mcavanaugh@jw.com

jwertz@jw.com

mstull@jw.com

vargeroplos@jw.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

DORSEY & WHITNEY LLP

Eric Lopez Schnabel (*pro hac vice* pending)

Rachel P. Stoian (*pro hac vice* pending)

Michael Galen (*pro hac vice* pending)

51 West 52nd Street

New York, New York 10019

Telephone: (212) 415-9200

Facsimile: (212) 953-7201

Email: schnabel.eric@dorsey.com

stoian.rachel@dorsey.com

galen.michael@dorsey.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Dated: October 22, 2023

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Akumin> The Debtors' service address is 8300 W. Sunrise Boulevard, Plantation, Florida 33322.

TABLE OF CONTENTS

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW	1
A. Defined Terms.	1
B. Rules of Interpretation.	17
C. Computation of Time.	18
D. Governing Law.	18
E. Reference to Monetary Figures.	18
F. Reference to the Debtors or the Reorganized Debtors.	18
G. Nonconsolidated Prepackaged Plan.	18
H. Controlling Document.....	18
I. Consultation, Information, Notice, and Consent Rights.....	18
ARTICLE II. ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES.....	19
A. Administrative Claims.	19
B. DIP Claims.....	19
C. Professional Fee Claims.....	19
D. Priority Tax Claims.....	20
E. Payment of Restructuring Expenses.....	20
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS.....	21
A. Classification of Claims and Interests.	21
B. Treatment of Claims and Interests.	21
C. Special Provision Governing Unimpaired Claims.	26
D. Elimination of Vacant Classes.	27
E. Voting Classes, Presumed Acceptance by Non-Voting Classes.	27
F. Intercompany Interests.....	27
G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.	27
H. Controversy Concerning Impairment.....	27
I. Subordinated Claims.	27
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN.....	28
A. General Settlement of Claims and Interests.	28
B. Sale Transaction Election Deadline; Successful Bid.	28
C. Restructuring Transactions.....	28
D. Continued Corporate Existence.....	30
E. Vesting of Assets in the Reorganized Debtors or Post-Effective Date Debtors.....	30
F. Cancellation of Existing Securities and Agreements.	30
G. Cancellation of Certain Existing Security Interests.	30
H. Sources of Consideration for Plan Distributions.	31
I. New Common Stock.	31
J. Consenting Investor Direct Investment and Cash Contribution.....	32
K. CVR Agreement and CVR Distribution Framework.	32
L. New Notes and New RCF Exit Facility Agreement.....	34
M. Corporate Action.....	35
N. New Corporate Governance Documents.....	35
O. Preservation of Causes of Action.	36
P. Certain Securities Law Matters.	37
Q. 1146 Exemption.	37
R. Additional Sale Transaction Provisions.	38
S. Director and Officer Liability Insurance.....	38
T. Indemnification Obligations.....	39

ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	39
A. Assumption and Rejection of Executory Contracts and Unexpired Leases.	39
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	40
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.....	40
D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.	41
E. Insurance Policies.	42
F. Reservation of Rights.....	42
G. Nonoccurrence of Effective Date.....	42
H. Contracts and Leases Entered Into After the Petition Date.	42
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS	42
A. Distributions on Account of Claims Allowed as of the Effective Date.....	42
B. Disbursing Agent.	43
C. Rights and Powers of Disbursing Agent.	43
D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.....	43
E. Manner of Payment.....	45
F. Compliance with Tax Requirements.....	45
G. Allocations.	45
H. No Postpetition Interest on Claims.	46
I. Foreign Currency Exchange Rate.	46
J. Setoffs and Recoupment.	46
K. Claims Paid or Payable by Third Parties.....	46
ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND	
DISPUTED CLAIMS	47
A. Disputed Claims Process.....	47
B. Allowance of Claims.....	48
C. Claims Administration Responsibilities.....	48
D. Estimation of Claims and Interests.....	48
E. Adjustment to Claims or Interests without Objection.	48
F. Disallowance of Claims or Interests.....	48
G. No Distributions Pending Allowance.....	49
H. Distributions After Allowance.	49
I. No Interest.....	49
J. Accrual of Dividends and Other Rights.	49
ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS.....	49
A. Discharge of Claims and Termination of Interests.....	49
B. Release of Liens.	50
C. Releases by the Debtors.	50
D. Releases by the Releasing Parties.	51
E. Exculpation.	52
F. Injunction.	53
G. Protections Against Discriminatory Treatment.	54
H. Document Retention.	54
I. Reimbursement or Contribution.....	54
ARTICLE IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN.....	54
A. Conditions Precedent to the Effective Date.	54
B. Waiver of Conditions.	56
C. Effect of Failure of Conditions.	56
D. Substantial Consummation	56
ARTICLE X. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN	56
A. Modification and Amendments.....	56
B. Effect of Confirmation on Modifications.....	57

C.	Revocation or Withdrawal of Prepackaged Plan.....	57
ARTICLE XI. RETENTION OF JURISDICTION.....		57
ARTICLE XII. MISCELLANEOUS PROVISIONS		59
A.	Immediate Binding Effect.....	59
B.	Additional Documents.....	60
C.	Payment of Statutory Fees.....	60
D.	Statutory Committee and Cessation of Fee and Expense Payment.....	60
E.	Reservation of Rights.....	60
F.	Successors and Assigns.....	60
G.	Notices.....	60
H.	Term of Injunctions or Stays.....	61
I.	Entire Agreement.....	61
J.	Plan Supplement.....	62
K.	Severability of Prepackaged Plan Provisions.....	62
L.	Votes Solicited in Good Faith.....	62
M.	Closing of Chapter 11 Cases.....	62
N.	Waiver or Estoppel.....	62
O.	Creditor Default	62

INTRODUCTION

Akumin Inc. and the above-captioned debtors and debtors in possession (collectively, the “Debtors”), propose this joint prepackaged chapter 11 plan of reorganization (as modified, amended, or supplemented from time to time, the “Prepackaged Plan”) for the resolution of the outstanding claims against, and equity interests in, the Debtors. Although proposed jointly for administrative purposes, the Prepackaged Plan constitutes a separate Prepackaged Plan for each Debtor. Holders of Claims against, or Interests in, the Debtors may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, projections of future operations, risk factors, a summary and analysis of this Prepackaged Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Prepackaged Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PREPACKAGED PLAN ARE ENCOURAGED TO READ THE PREPACKAGED PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PREPACKAGED PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Prepackaged Plan, capitalized terms have the meanings set forth below.

1. “*1125(e) Exculpation Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Exculpated Parties; (b) the directors and officers of any of the Debtors; (c) each Consenting Stakeholder; (d) each Prepetition Debt Facility Agent; and (e) with respect to each of the foregoing parties, the Related Parties thereof.
2. “*Accredited Investor*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
3. “*Ad Hoc Noteholder Group*” means that certain ad hoc group comprised of beneficial holders (or investment managers or advisors to beneficial holders) of Prepetition Senior Secured Notes represented by the Ad Hoc Noteholder Group Advisors.
4. “*Ad Hoc Noteholder Group Advisors*” means Akin Gump Strauss Hauer & Feld LLP and any other attorneys, accountants, other professionals, advisors, and consultants for the Ad Hoc Noteholder Group, if any, as may be mutually agreed to by the Required Consenting Noteholders, the Consenting Investor, and the Debtors.
5. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of the Judicial Code; and (d) Restructuring Expenses.
6. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity was a debtor in a case under the Bankruptcy Code.
7. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim allowed pursuant to the Prepackaged Plan or a Final Order; (b) a Claim that is scheduled by the Debtors as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely Filed; or (c) a Claim that is evidenced by a Proof of Claim or a request for payment of an Administrative Claim, as applicable (or for which Claim a Proof of Claim is not required under the Prepackaged Plan, the Bankruptcy Code, or a Final Order); *provided* that with respect to a Claim described in clauses (b) and (c) above, such Claim shall be Allowed only

if and to the extent that with respect to such Claim no objection to the allowance thereof is interposed within the applicable period of time fixed by the Prepackaged Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim has been Allowed by a Final Order; *provided, further*, that the Reorganized Debtors or Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to the Prepackaged Plan. To the extent applicable, any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no contrary or superseding Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by a Final Order, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Unless expressly waived by the Prepackaged Plan, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the applicable Debtor or Reorganized Debtor, as applicable.

8. “*Assumed Executory Contracts and Unexpired Leases Schedule*” means a schedule of Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Prepackaged Plan, which may be included in the Plan Supplement (if applicable in connection with a Sale transaction), as the same may be amended, modified, or supplemented from time to time.

9. “*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer Laws.

10. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

11. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas.

12. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

13. “*Bidding Procedures*” means the procedures governing the auction and the Sale Transaction, as approved by the Bankruptcy Court and as may be amended from time to time in accordance with their terms, a substantially final form of which is attached as Exhibit G to the Restructuring Support Agreement.

14. “*Bidding Procedures Motion*” means the motion Filed by the Debtors seeking entry of an order approving the Bidding Procedures.

15. “*Bidding Procedures Order*” means the order entered by the Bankruptcy Court approving the Bidding Procedures and establishing deadlines for the submission of bids and the auction in accordance with such procedures, which order shall be consistent in all material respects with the Restructuring Support Agreement and this Prepackaged Plan.

16. “*Business Day*” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of New York.

17. “*Cash*” or “*\$*” means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

18. “*Cash Collateral*” has the meaning ascribed to such term in section 363(a) of the Bankruptcy Code.

19. “*Cause of Action*” or “*Causes of Action*” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, judgments, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, and guaranties, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state, provincial, or federal Law or breach of any duty imposed by Law or in equity, including securities Laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any other Avoidance Action.

20. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

21. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

22. “*Claims and Balloting Agent*” means Epiq Bankruptcy Solutions, LLC, the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

23. “*Claims Register*” means the official register of Claims and Interests maintained by the Claims and Balloting Agent.

24. “*Class*” means a class of Claims or Interests as set forth in ARTICLE III of the Prepackaged Plan pursuant to section 1122(a) of the Bankruptcy Code.

25. “*Clearing Price*” has the meaning set forth in Article I.A.179 of the Prepackaged Plan.

26. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

27. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

28. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

29. “*Confirmation Hearing*” means the hearing to be held by the Bankruptcy Court on confirmation of the Prepackaged Plan and the adequacy of the Disclosure Statement, as such hearing may be continued from time to time.

30. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Prepackaged Plan pursuant to, *inter alia*, section 1129 of the Bankruptcy Code and approving the Disclosure Statement as containing, among other things, “adequate information” as required by section 1125 of the Bankruptcy Code, which order shall be consistent with the terms of the Restructuring Support Agreement, including the consent rights contained therein.

31. “*Consenting 2025 Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

32. “*Consenting 2028 Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

33. “*Consenting Equityholders*” has the meaning set forth in the Restructuring Support Agreement.

34. “*Consenting Investor*” has the meaning set forth in the Restructuring Support Agreement.
35. “*Consenting Investor Advisors*” means Moelis & Company LLC and Sidley Austin LLP in their capacity as advisors to the Consenting Investor.
36. “*Consenting Investor Cash Contribution*” has the meaning set forth in ARTICLE III.B.9(b)(i) of the Prepackaged Plan.
37. “*Consenting Investor Direct Investment*” means an investment on the Effective Date in the amount of the Consenting Investor Direct Investment Amount in accordance with the Restructuring Support Agreement and Article V.J of the Prepackaged Plan.
38. “*Consenting Investor Direct Investment Amount*” means \$130,000,000.00; *provided* that any new money funded by the Consenting Investor under the DIP Facility (or any other new money contributions made by the Consenting Investor to the Debtors prior to the Effective Date), and any paid-in-kind interest accrued with respect thereto, shall reduce the Consenting Investor Direct Investment Amount on a dollar-for-dollar basis.
39. “*Consenting Non-Debtor Hospital Partner Entities*” has the meaning set forth in the Restructuring Support Agreement.
40. “*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.
41. “*Consenting Physician-Owned Entities*” has the meaning set forth in the Restructuring Support Agreement.
42. “*Consenting RCF Lenders*” has the meaning set forth in the Restructuring Support Agreement.
43. “*Consenting RCF Lender Advisors*” means (a) King & Spalding LLP, (b) one local counsel to the Consenting RCF Lenders, (c) such other attorneys, accountants, other professionals, advisors, and consultants for the Consenting RCF Lenders, if any, as may be mutually agreed to by the Required Consenting RCF Lenders, the Consenting Investor, and the Debtors.
44. “*Consenting Stakeholders*” has the meaning set forth in the Restructuring Support Agreement.
45. “*Consummation*” means the occurrence of the Effective Date.
46. “*Cure*” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.
47. “*CVR Agent*” means the agent to be specified in and to be party to the CVR Agreement.
48. “*CVR Agreement*” means that certain agreement setting forth the full terms and conditions of the CVRs, a substantially final form of which shall be filed with the Plan Supplement and shall be consistent in form and substance with this Prepackaged Plan and the form attached to the Restructuring Support Agreement as Exhibit J.
49. “*CVR Distribution Framework*” means the procedures set forth in ARTICLE IV.K of the Prepackaged Plan (and as may be supplemented in the Plan Supplement) to be utilized by the Reorganized Debtors to distribute the CVRs pursuant to the Prepackaged Plan in a manner to ensure compliance with the Securities Exchange Act, solely to the extent that the Securities Exchange Act is applicable.
50. “*CVR Distribution Conditions*” means the conditions set forth in the CVR Distribution Framework that are required to be satisfied by an individual recipient prior to such recipient becoming eligible to receive CVRs.

51. “*CVR Notice*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
52. “*CVR Recipient Certification*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
53. “*CVR Recipient Conditions*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
54. “*CVRs*” means those certain uncertificated, non-transferrable (unless expressly permitted therein) contractual contingent value rights to be governed by the CVR Agreement entered into by the Parent, Consenting Investor and the CVR Agent.
55. “*CVR Submission Deadline*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
56. “*D&O Liability Insurance Policies*” means all insurance policies of any of the Debtors for directors’, managers’, and officers’ liability existing as of the Petition Date (including any “tail policy”) and all agreements, documents, or instruments relating thereto.
57. “*Debtors*” means Akumin Inc.; Advanced Diagnostic Group, LLC; Advanced Diagnostic Resources, LLC; Affiliated PET Systems, L.L.C.; AFO Imaging, Inc.; Akumin FL, LLC; Akumin Florida Holdings, LLC; Akumin Health Illinois, LLC; Akumin Holdings Corp.; Akumin Operating Corp.; Alliance Imaging NC, LLC; Alliance Oncology of Arizona, LLC; Alliance Radiosurgery, LLC; Decatur Health Imaging, L.L.C.; Diagnostic Health Center of Anchorage, LLC; Greater Boston MRI Limited Partnership; Greater Boston MRI Services, LLC; Imaging Center of West Palm Beach LLC; InMed Diagnostic Services of MA, LLC; LCM Imaging, Inc.; Medical Diagnostics, LLC; Medical Outsourcing Services, LLC; Mid-American Imaging Inc.; Monroe PET, LLC; MUSC Health Cancer Care Organization, LLC; NEHE/WSIC II, LLC; NEHE-MRI, LLC; Neospine Blocker Corp.; New England Health Imaging - Houlton, LLC; New England Molecular Imaging LLC; PET Scans of America Corp.; PMI Partners, LLC; PREFERRED IMAGING AT CASA LINDA PLAZA, LLC; PREFERRED IMAGING AT THE MEDICAL CENTER, LLC; PREFERRED IMAGING HEB, LLC; Preferred Imaging of Austin, LLC; Preferred Imaging of Corinth, LLC; Preferred Imaging of Denton, LLC; Preferred Imaging of Fort Worth, LLC; Preferred Imaging of Frisco, LLC; PREFERRED IMAGING OF GARLAND, LLC; PREFERRED IMAGING OF GRAPEVINE/COLLEYVILLE, LLC; Preferred Imaging of Irving, LLC; Preferred Imaging of McKinney, LLC; Preferred Imaging of Mesquite, LLC; PREFERRED IMAGING OF PLANO, LLC; Preferred Imaging on Plano Parkway, LLC; PREFERRED OPEN MRI, LLC; ROUND ROCK IMAGING, LLC; Shared P.E.T. Imaging, LLC; SMT Health Services, LLC; SyncMed, LLC; Three Rivers Holding, LLC; TIC Acquisition Holdings, LLC; USR Holdings, LLC; Vista PEM Providers, LLC; Western Massachusetts Magnetic Resonance Services, LLC; Woodland Diagnostic Imaging, LLC; and New England Health Enterprises Business Trust.
58. “*Debtor Release*” means the release set forth in ARTICLE VIII.C of the Prepackaged Plan.
59. “*Definitive Documents*” means the documents listed in Section 3 of the Restructuring Support Agreement, as modified, amended, or supplemented from time to time, in accordance with the Restructuring Support Agreement and Article I.I herein.
60. “*DIP Agent*” means the administrative agent, collateral agent, or similar Entity under the DIP Facility.
61. “*DIP Claims*” means any and all Claims arising under, derived from, or based upon the DIP Facility Documents, which DIP Claims shall have the priorities set forth in the DIP Facility Term Sheet or DIP Credit Agreement, as applicable and the DIP Orders.
62. “*DIP Credit Agreement*” means a junior secured debtor in possession credit agreement that governs the DIP Facility among Parent as borrower, the Debtor guarantors as party thereto, and the lender parties thereto, as may be amended, amended and restated, supplemented, or modified from time to time, in a form to be agreed upon by the Debtors and the DIP Lenders, which shall be in form and substance consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein

63. “*DIP Facility*” means the junior secured debtor in possession financing facility for the DIP Loans, in the aggregate principal amount of \$75 million, entered into on the terms and conditions set forth in the DIP Facility Documents.

64. “*DIP Facility Documents*” means any documents governing the DIP Facility that are entered into in accordance with the DIP Facility Term Sheet (or DIP Credit Agreement, as applicable), and the DIP Orders, and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, securities agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

65. “*DIP Facility Term Sheet*” means the DIP Loan Term Sheet attached as Exhibit F to the Restructuring Support Agreement and the DIP Orders; *provided*, that following entry of the DIP Orders, the version attached to the DIP Order shall control.

66. “*DIP Lenders*” means the lenders providing the DIP Facility under the DIP Facility Documents.

67. “*DIP Loans*” means the loans provided under the DIP Facility, which shall be converted into New Common Stock on the Effective Date in accordance with Article II.B. of the Prepackaged Plan.

68. “*DIP Orders*” means, together, the Interim DIP Order and the Final DIP Order.

69. “*Disbursing Agent*” means, as applicable, the Debtors, the Reorganized Debtors, the Post-Effective Date Debtors, the Post-Effective Date Plan Administrator, or such other Entity or Entities selected by the Debtors, the Reorganized Debtors, the Post-Effective Date Debtors, or the Post-Effective Date Plan Administrator, in each case, in consultation with the Consenting Stakeholders, as applicable, to make or facilitate distributions pursuant to the Prepackaged Plan.

70. “*Disclosure Statement*” means the disclosure statement for the Prepackaged Plan, including all exhibits and schedules thereto, to be approved by the Confirmation Order, a copy of which is attached to the Restructuring Support Agreement as Exhibit E.

71. “*Disputed*” means, as to a Claim or an Interest, any Claim or Interest: (a) that is not Allowed; (b) that is not disallowed by the Prepackaged Plan, the Bankruptcy Code, or a Final Order, as applicable; (c) as to which a dispute is being adjudicated by a court of competent jurisdiction in accordance with non-bankruptcy Law; (d) that is Filed in the Bankruptcy Court and not withdrawn, as to which a timely objection or request for estimation has been Filed; and (e) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

72. “*Distribution Date*” means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, with the first such date occurring on or as soon as is reasonably practicable after the Effective Date, upon which the Disbursing Agent shall make distributions to Holders of Allowed Claims and Interests entitled to receive distributions under the Prepackaged Plan.

73. “*Distribution Record Date*” means the record date for purposes of making distributions under the Prepackaged Plan on account of Allowed Claims and Interests except with respect to public securities, which date shall be on or as soon as is reasonably practicable after the Effective Date, subject to the consent of the Consenting Investor, reasonable consent of the Required Consenting Noteholders, and, solely as the Distribution Record Date relates to Holders of Prepetition RCF Claims, the Required Consenting RCF Lenders.

74. “*DTC*” means the Depository Trust Company.

75. “*Effective Date*” means, as to the applicable Debtor, the date that is the first Business Day on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Prepackaged Plan have been satisfied or waived in accordance with Article IX.B

of the Prepackaged Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

76. “*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code, including “person” (as defined in section 101(41) of the Bankruptcy Code) and “governmental unit” (as defined in section 101(27) of the Bankruptcy Code).

77. “*Estate*” means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor’s Chapter 11 Case.

78. “*Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*, as amended from time to time.

79. “*Exculpated Parties*” means collectively, and in each case in its capacity as such: (a) the Debtors; and (b) any statutory committees appointed in the chapter 11 cases and each of their respective members.

80. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

81. “*Existing Common Stock Interests*” means shares of the class of common stock of Parent, which is traded and quoted on the NASDAQ under the symbol “AKU” and Toronto Stock Exchange under the symbol “AKU.TO”, that existed immediately prior to the Effective Date, including (i) any restricted stock units of Parent that vest upon a “change of control” transaction and (ii) the exercise of any stock options Parent in accordance with their terms prior to the Effective Date.

82. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

83. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

84. “*Final DIP Order*” means any order approving the DIP Facility and authorizing the Debtors’ use of Cash Collateral on a final basis.

85. “*Final Order*” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order will not preclude such order from being a Final Order.

86. “*General Unsecured Claim*” means any Claim against any of the Debtors that is not (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court; (b) an Administrative Claim; (c) a DIP Claim;] (d) a Secured Claim; (e) an Other Secured Claim; (f) a Priority Tax Claim; (g) an Other Priority Claim; (h) a Prepetition 2025 Notes Claim; (i) a Prepetition 2028 Notes Claim; (j) a Prepetition Series A Note Claim; (k) a Prepetition RCF Claim; (l) an Intercompany Claim; or (m) a Section 510(b) Claim.

87. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, general partner, special committee, or such similar governing body of any of the Debtors, the Reorganized Debtors, or the Post-Effective Date Debtors, as applicable.

88. “*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.
89. “*Holder*” means an Entity holding a Claim against or an Interest in a Debtor, as applicable.
90. “*Impaired*” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.
91. “*Intercompany Claim*” means any Claim against a Debtor or an Affiliate of a Debtor held by another Debtor or an Affiliate of a Debtor.
92. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.
93. “*Interest*” means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, performance shares, performance units, redemption rights, repurchase rights, convertible, exercisable or exchangeable Securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.
94. “*Interim DIP Order*” means one or more orders entered on an interim basis approving the DIP Facility and the DIP Facility Documents and authorizing the Debtors’ use of Cash Collateral.
95. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time.
96. “*Law*” means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).
97. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.
98. “*Maximum CVR Recipients*” has the meaning provided in ARTICLE IV.K of the Prepackaged Plan.
99. “*Nasdaq*” means Nasdaq Stock Market, together with any successors thereto.
100. “*New 2027 Notes*” means new senior secured notes due 2027 in an aggregate initial principal amount of \$475 million to be issued by Reorganized Parent on the Effective Date and governed by the New 2027 Notes Indenture; *provided*, that the aggregate principal amount of the New 2027 Notes to be issued pursuant to the Prepackaged Plan shall be reduced dollar-for-dollar by the aggregate principal amount of the Selected Reverse Dutch Election Participating Notes that are Prepetition 2025 Notes. For the avoidance of doubt, the aggregate principal amount of the New 2027 Notes shall not be reduced on account of any Reverse Dutch Election Participating Notes for which the applicable holder does not receive any Reverse Dutch Election Available Proceeds on account of such Reverse Dutch Election Participating Notes.
101. “*New 2027 Notes Indenture*” means the indenture that will govern the New 2027 Notes, a substantially final form of which is attached as Exhibit H to the Restructuring Support Agreement and shall be filed with the Plan Supplement.
102. “*New 2028 Notes*” means new senior secured notes due 2028 in an aggregate initial principal amount of \$375 million to be issued by Reorganized Parent on the Effective Date and governed by the New 2028 Notes Indenture; *provided*, that the aggregate principal amount of the New 2028 Notes to be issued pursuant to the Prepackaged Plan shall be reduced dollar-for-dollar by the aggregate principal amount of the Selected Reverse Dutch Election Participating Notes that are Prepetition 2028 Notes. For the avoidance of doubt, the aggregate principal amount of the New 2028 Notes shall not be reduced on account of any Reverse Dutch Election Participating Notes for which the applicable holder does not receive any Reverse Dutch Election Available Proceeds on account of such Reverse Dutch Election Participating Notes.

103. “*New 2028 Notes Indenture*” means the indenture that will govern the New 2028 Notes, a substantially final form of which is attached as Exhibit I to the Restructuring Support Agreement and shall be filed with the Plan Supplement.

104. “*New Board*” means the boards of directors or members of the applicable Governing Bodies of the applicable Reorganized Debtors or Post-Effective Date Debtors, as applicable, and as set forth in the Plan Supplement.

105. “*New Common Stock*” means, if the Reorganization Transaction occurs, shares of common stock of Reorganized Parent to be issued on the Effective Date or as otherwise permitted pursuant to the New Corporate Governance Documents.

106. “*New Corporate Governance Documents*” means the documents providing for corporate governance of the Reorganized Debtors or Post-Effective Date Debtors, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which (a) shall be consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein and (b) will be filed with the Plan Supplement solely to the extent of any material amendments to the Prepetition Organizational Documents. For the avoidance of doubt, the New Corporate Governance Documents of Reorganized Parent shall be filed in the Plan Supplement.

107. “*New Debt Documents*” means, collectively, the New 2027 Notes Indenture, the New 2028 Notes Indenture, the New RCF Exit Facility Agreement, and all other agreements, documents, and instruments evidencing or securing the New Debt Facilities, to be delivered or entered into in connection therewith (including any guarantee agreements (including the New Debt Facilities Guarantees), pledge and collateral agreements, intercreditor agreements, subordination agreements, commitment letters, term sheets, fee letters, and other security documents), each of which shall be consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

108. “*New Debt Facilities*” means, collectively, the New RCF Exit Facility and the New Notes.

109. “*New Debt Facilities Guarantees*” means, collectively, the New Debt Facilities Non-Debtor Hospital Partner Entity Guarantees and the New Debt Facilities Physician-Owned Entity Guarantees.

110. “*New Debt Facilities Non-Debtor Hospital Partner Entity Guarantees*” means those certain secured guarantees of the obligations arising under the New Debt Facilities, to be provided by the Consenting Non-Debtor Hospital Partner Entities, as guarantors in favor of one or more of the Company Parties as obligor of the obligations under the New Debt Documents from and after the Effective Date, which guarantees and related liens and security interests (together with any amendments thereto) shall be subject to the consent rights set forth in the Restructuring Support Agreement and in form and substance reasonably acceptable to the Consenting Non-Debtor Hospital Partner Entities (which consent shall not be unreasonably withheld).

111. “*New Debt Facilities Physician-Owned Entity Guarantees*” means those certain secured guarantees of the obligations arising under the New Debt Facilities, to be provided by the Consenting Physician-Owned Entities as guarantors in favor of one or more of the Company Parties as obligor for the obligations under the New Debt Documents from and after the Effective Date, which guarantees, liens and security interests (together with any amendments thereto) shall be subject to the consent rights set forth in the Restructuring Support Agreement and in form and substance reasonably acceptable to the Consenting Physician-Owned Entities (which consent shall not be unreasonably withheld).

112. “*New Notes*” means, collectively, the New 2027 Notes and the New 2028 Notes.

113. “*New RCF Exit Facility*” means a new revolving credit facility to be entered into by certain of the Debtors on the Effective Date.

114. “*New RCF Exit Facility Agreement*” means the revolving credit agreement governing the New RCF Exit Facility, a copy of which will be filed in the Plan Supplement, which shall be consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

115. “*Other Equity Interests*” means any and all Interests in the Debtors other than Existing Common Stock Interests or Intercompany Interests, including any and all outstanding and unexercised or unvested Prepetition Consenting Investor Warrants, other warrants, options, or rights to acquire Existing Common Stock Interests or other Interests in the Debtors existing immediately prior to the Effective Date and any Section 510(b) Claims.

116. “*Other Priority Claim*” means any unsecured Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

117. “*Other Secured Claim*” means any Secured Claim other than a DIP Claim, Prepetition 2025 Notes Claim, Prepetition 2028 Notes Claim, or Prepetition RCF Claim.

118. “*Parent*” means Akumin Inc.

119. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

120. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

121. “*Plan Administrator Agreement*” means, in the event of a Sale Transaction that results in one or more Post-Effective Date Debtor(s), the agreement between the Post-Effective Date Plan Administrator and the Post-Effective Date Debtor(s) regarding the administration and wind-down of the Post-Effective Date Debtor(s) assets and other matters related to their applicable Estate(s), which shall be filed as part of the Plan Supplement.

122. “*Plan Distribution*” means a payment or distribution of consideration to Holders of Allowed Claims and Allowed Interests under the Prepackaged Plan.

123. “*Plan Supplement*” means the compilation of documents and forms of documents, term sheets, agreements, schedules, and exhibits to the Prepackaged Plan (in each case, as may be altered, amended, modified, or supplemented up to and through the Effective Date in accordance with the terms hereof and the Restructuring Support Agreement, including the consent rights contained therein, and this Prepackaged Plan) to be Filed prior to the Confirmation Hearing to the extent available, and any additional documents Filed prior to the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the New Corporate Governance Documents; (b) in the event of a Reorganization Transaction, and to the extent known, the identities of the members of the New Board of Reorganized Parent; (c) in the event of a Sale Transaction, the identity of the Post-Effective Date Plan Administrator Agreement; (d) in the event of a Reorganization Transaction, the Rejected Executory Contracts and Unexpired Leases Schedule; (e), in the event of a Sale Transaction, the Assumed Executory Contracts and Unexpired Leases Schedule; (f) the Schedule of Retained Causes of Action; (g) the CVR Agreement; (h) the New 2027 Notes Indenture and the New 2028 Notes Indenture; (i) the New RCF Exit Facility Agreement; (j) in the event of a Reorganization Transaction, a restructuring transactions memorandum (if any); and (k) in the event of a Sale Transaction, the Sale Transaction Documents.

124. “*Post-Effective Date Debtors*” means, in the event of a Sale Transaction, the Debtors after the Effective Date.

125. “*Post-Effective Date Plan Administrator*” means, in the event of a Sale Transaction, the person or entity identified in the Plan Supplement to be appointed on the Effective Date and who will serve as the plan administrator for the Post-Effective Date Debtors as set forth in ARTICLE IV.R.2 of the Prepackaged Plan.

126. “*Prepackaged Plan*” means this joint chapter 11 plan of reorganization, the Plan Supplement, and all exhibits and schedules annexed hereto or referenced herein, in each case, as may be amended, supplemented, or otherwise modified from time to time in accordance with the Bankruptcy Code, the Restructuring Support Agreement, and the terms hereof.

127. “*Prepetition 2025 Notes*” means the 7.00% Senior Secured Notes, due 2025, outstanding under the Prepetition 2025 Notes Indenture.

128. “*Prepetition 2025 Notes Claim(s)*” means any Claim for obligations arising under the Prepetition 2025 Notes Indenture, including Claims in respect of all principal amounts outstanding, interest, fees, redemption premiums, expenses, costs, and other charges arising thereunder or related thereto, including postpetition interest, as applicable.

129. “*Prepetition 2025 Notes Indenture*” means that certain Indenture, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and among Parent, as issuer, certain of the Debtors, as guarantors, and the Prepetition 2025 Notes Trustee.

130. “*Prepetition 2025 Notes Trustee*” means UMB Bank, National Association, in its capacity as trustee and collateral agent under the Prepetition 2025 Notes Indenture.

131. “*Prepetition 2028 Notes*” means the 7.50% Senior Secured Notes, due 2028, outstanding under the Prepetition 2028 Notes Indenture.

132. “*Prepetition 2028 Notes Claim(s)*” means any Claim for obligations arising under the Prepetition 2028 Notes, including Claims in respect of all principal amounts outstanding, interest, fees, redemption premiums, expenses, costs, and other charges arising thereunder or related thereto, including postpetition interest, as applicable.

133. “*Prepetition 2028 Notes Indenture*” means that certain Indenture, dated as of August 9, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and among Parent, as issuer and successor to Akumin Escrow Inc., certain of the Debtors, as guarantors, and the Prepetition 2028 Notes Trustee.

134. “*Prepetition 2028 Notes Trustee*” means UMB Bank, National Association, in its capacity as trustee and collateral agent under the Prepetition 2028 Notes Indenture.

135. “*Prepetition Consenting Investor Warrants*” means warrants to purchase Existing Common Stock Interests held by the Consenting Investor.

136. “*Prepetition Debt Facility Agents*” means the Prepetition RCF Agent and the Prepetition Senior Secured Notes Trustees.

137. “*Prepetition Notes*” means the Prepetition 2025 Notes and the Prepetition 2028 Notes.

138. “*Prepetition Organizational Documents*” means the formation documents and governance documents for the Debtors as of the Petition Date.

139. “*Prepetition RCF Agent*” means PNC Bank, National Association, as successor to BBVA USA, in its capacity as Administrative Agent and Collateral Agent for the Prepetition RCF Facility.

140. “*Prepetition RCF Claims*” means any Claim for obligations arising under the Prepetition RCF Credit Agreement or relating to the Prepetition RCF Facility, including the Prepetition Swap Claims and Claims for all principal amounts outstanding, interest, fees, expenses, costs and other charges arising thereunder or related thereto. In the event that the Prepetition RCF Claims are not paid down in full pursuant to the Interim DIP Order, Prepetition RCF Claims shall be Allowed in an amount to be agreed to by the Debtors and the Consenting RCF Lenders prior to the Confirmation Hearing, which amount shall be included in the Confirmation Order.

141. “*Prepetition RCF Credit Agreement*” means that certain Revolving Credit Agreement, dated as of November 2, 2020, by and among certain of the Debtors as borrowers and guarantors thereto, the lenders party thereto from time to time, and the Prepetition RCF Agent, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

142. “*Prepetition RCF Facility*” means the revolving credit facility arising under the Prepetition RCF Credit Agreement.

143. “*Prepetition Senior Secured Notes*” means, collectively, the Prepetition 2025 Notes and the Prepetition 2028 Notes.

144. “*Prepetition Senior Secured Notes Trustees*” means the Prepetition 2025 Notes Trustee and the Prepetition 2028 Notes Trustee.

145. “*Prepetition Series A Note*” means those certain 11% Cash / 13% PIK Unsecured Notes due 2032 / 2033, issued by Akumin Corp. to the Consenting Investor on September 1, 2021.

146. “*Prepetition Series A Note Claims*” means any Claim on account of the Prepetition Series A Note.

147. “*Prepetition Swap Agreement*” means, collectively, as may be amended, amended and restated, supplemented, or modified from time to time, the Amended and Restated ISDA Master Agreement dated as of September 28, 2012, between PNC Bank, National Association and Alliance-HNI Leasing Co., L.L.C. and subsequently supplemented on March 29, 2019 and March 19, 2020.

148. “*Prepetition Swap Claims*” means any and all Claims against the Debtors arising under, derived from, or based upon the Prepetition Swap Agreement.

149. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

150. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class, unless otherwise indicated.

151. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

152. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtors as set forth in Article II.B of the Prepackaged Plan.

153. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

154. “*Professional Fee Account*” means an account to be funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

155. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

156. “*Purchase Agreement*” means the definitive purchase agreement(s) effectuating the Sale Transaction, including all exhibits and schedules thereto, and as may be amended, modified, or supplemented in accordance with the terms thereof, which shall be in form and substance consistent with the Restructuring Support Agreement and the consent rights contained therein.

157. “*Purchaser*” means one or more Entities that are the purchaser or purchasers under the Purchase Agreement(s), if any, together with any successors to and permitted assigns of such purchaser(s).

158. “*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to Claims and Interests, that the Claim or Interest shall not be discharged hereunder and the holder’s legal, equitable, and contractual rights on account of such Claim or Interest shall remain unaltered by Consummation in accordance with section 1124(1) of the Bankruptcy Code.

159. “*Rejected Executory Contracts and Unexpired Leases Schedule*” means, in the event of a Reorganization Transaction, a schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Prepackaged Plan, which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time; *provided* that such schedule shall be in form and substance acceptable to the Consenting Investor.

160. “*Related Party*” means, collectively, current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns, subsidiaries, affiliates, managed accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, heirs, executors, and assigns, and other professionals, in each case solely in their capacities as such, together with their respective past and present directors, officers, stockholders, partners, members, employees, agents, attorneys, representatives, heirs, executors and assigns, in each case solely in their capacities as such.

161. “*Released Parties*” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor or Post-Effective Date Debtor, as applicable; (c) each Consenting Non-Debtor Hospital Partner Entity; (d) each Consenting Physician-Owned Entity; (e) the Prepetition Debt Facility Agents; (f) the Consenting Investor; (g) each Consenting Stakeholder; (h) the DIP Lender; (i) the DIP Agent; (j) each current and former Affiliate of each Entity in the foregoing clause (a) through (i); and (k) each Related Party of each Entity in clause (a) through (j); *provided* that any Holder of a Claim or Interest that affirmatively opts out of the releases provided by the Prepackaged Plan by checking the box on the applicable ballot or Notice of Non-Voting Status indicating that they opt not to grant the releases provided in the Prepackaged Plan shall not be a “Released Party.”

162. “*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor or Post-Effective Date Debtor, as applicable; (c) each Consenting Non-Debtor Hospital Partner Entity; (d) each Consenting Physician-Owned Entity; (e) the Prepetition Debt Facility Agents; (f) the Consenting Investor; (g) each Consenting Stakeholder; (h) the DIP Lender; (i) the DIP Agent; (j) all Holders of Claims or Interests that vote to accept the Prepackaged Plan; (k) all Holders of Claims or Interests that are deemed to accept the Prepackaged Plan who do not affirmatively opt out of the releases provided by the Prepackaged Plan by checking the box on the applicable Notice of Non-Voting Status indicating that they opt not to grant the releases provided in the Prepackaged Plan; (l) all Holders of Claims or Interests that abstain from voting on the Prepackaged Plan and who do not affirmatively opt out of the releases provided by the Prepackaged Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Prepackaged Plan; (m) all holders of Claims or Interests that vote to reject the Prepackaged Plan or are deemed to reject the Prepackaged Plan and who do not affirmatively opt out of the releases provided by the Prepackaged Plan by checking the box on the applicable ballot or Notice of Non-Voting Status, as applicable, indicating that they opt not to grant the releases provided in the Prepackaged Plan; (n) each current and former Affiliate of each Entity in the foregoing clause (a) through (m); and (o) each Related Party of each Entity in clause (a) through (n).

163. “*Reorganization Transaction*” means the Restructuring Transaction to be effectuated on the Effective Date unless the Debtors elect to pursue the Sale Transaction.

164. “*Reorganized Debtors*” means, in the event that the Reorganization Transaction is consummated, collectively, Reorganized Parent and each other Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

165. “*Reorganized Parent*” means, in the event that the Reorganization Transaction is consummated, Parent, as reorganized on the Effective Date in accordance with the Prepackaged Plan.

166. “*Required Consenting Equityholders*” has the meaning set forth in the Restructuring Support Agreement.

167. “*Required Consenting 2025 Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

168. “*Required Consenting 2028 Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

169. “*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

170. “*Required Consenting RCF Lenders*” has the meaning set forth in the Restructuring Support Agreement.

171. “*Restructuring Expenses*” means the prepetition and postpetition reasonable and documented fees and expenses of the Ad Hoc Noteholder Group Advisors, Consenting RCF Lenders Advisors, the Consenting Investor Advisors, not previously paid by the Debtors, in each case, in accordance with the engagement letters of such professionals, and which, without further order of, or application to the Bankruptcy Court by such professionals, including, the requirement for the filing of retention applications, fee applications, or any applications in the Chapter 11 Cases, shall be Allowed as an Administrative Claim upon incurrence and shall not be subject to any offset, defense, counter-claim, reduction, or credit.

172. “*Restructuring Support Agreement*” means that certain restructuring support agreement to which the Debtors are a party, a copy of which is attached to this Prepackaged Plan as **Exhibit A**.

173. “*Restructuring Transactions*” means any transaction and any actions as may be necessary or appropriate to effect a restructuring of the Debtors’ respective businesses or a corporate restructuring of the overall corporate structure of the Debtors on the terms set forth in this Prepackaged Plan, the issuance of all securities, notes, instruments, agreements, certificates, and other documents required to be issued or executed pursuant to the Prepackaged Plan, one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, as described in Article IV.C of the Prepackaged Plan, in each case, in form and substance consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

174. “*Reverse Dutch Election Available Proceeds*” means \$60,000,000 in the aggregate to be made available by the Debtors upon receipt of the Consenting Investor Direct Investment to fund Cash payments pursuant to the Reverse Dutch Election Opportunity.

175. “*Reverse Dutch Election Bid Price*” means, with respect to each participant, the lowest price at which the applicable holder consents to receive cash in lieu of New Notes pursuant to the Reverse Dutch Election Opportunity, which shall be no higher than the Reverse Dutch Election Maximum Price and specified in such holder’s Required Reverse Dutch Election Submission Materials.

176. “*Reverse Dutch Election Deadline*” means the deadline by which holders of Prepetition 2025 Notes Claims and Prepetition 2028 Notes Claims shall direct their applicable brokers and/or nominees to submit the Reverse Dutch Election Required Submission Materials, which will be at least twenty (20) Business Days after the date that the Reverse Dutch Election Required Submission Materials are distributed to the Holders of Prepetition 2025 Notes Claims and Prepetition 2028 Notes Claims and specifically identified in the Reverse Dutch Election Form; *provided*, that the Debtors shall extend the Reverse Dutch Election Deadline such that it is no more than ten (10) calendar days prior to the anticipated Effective Date and shall use commercially reasonable efforts to provide notice of such extension to the Holders of Prepetition 2025 Notes Claims and Prepetition 2028 Notes Claims at least five (5) Business Days prior to the previously scheduled Reverse Dutch Election Deadline by filing a notice on the docket and posting such notice on the Debtors’ restructuring website at <https://dm.epiq11.com/Akumin>. The Reverse Dutch Election

Required Submission Materials must be actually received by the Claims and Balloting Agent by 5:00 p.m. (Eastern Time) to be considered timely submitted by the Reverse Dutch Election Deadline.

177. “*Reverse Dutch Election Form*” means a form and instructions to be prepared by the Debtors and distributed to holders of Prepetition 2025 Notes Claims and Prepetition 2028 Notes Claims in accordance with the Reverse Dutch Election Procedures set forth in the Solicitation Procedures Motion and any order approving the Solicitation Procedures Motion.

178. “*Reverse Dutch Election Maximum Price*” means, (a) with respect to the Prepetition 2025 Notes Claims, \$825 per \$1,000 in principal amount of the Prepetition 2025 Notes Claims, and (b) with respect to the Prepetition 2028 Notes Claims, \$775 per \$1,000 in principal amount of the Prepetition 2028 Notes Claims.

179. “*Reverse Dutch Election Opportunity*” means an election process pursuant to which the Reverse Dutch Election Available Proceeds will be paid at the applicable Reverse Dutch Election Bid Price to each of the Reverse Dutch Election Participants in lieu of New Notes under the Prepackaged Plan; *provided*, that if the Reverse Dutch Election Available Proceeds are insufficient to pay the aggregate Reverse Dutch Election Bid Price to all Reverse Dutch Election Participants, then (a) the Reverse Dutch Election Available Proceeds shall be allocated first to the participants that have submitted the lowest Reverse Dutch Election Bid Price for the full amount of Reverse Dutch Election Participating Notes for which such Reverse Dutch Election Bid Price was submitted, which allocation of Reverse Dutch Election Available Proceeds shall be repeated for each next-lowest Reverse Dutch Election Bid Price until the highest Reverse Dutch Election Bid Price for which allocation of remaining Reverse Dutch Election Available Proceeds for the full amount of Reverse Dutch Election Participating Notes does not exhaust all of the remaining Reverse Dutch Election Available Proceeds; (b) any participants that have submitted Reverse Dutch Election Participating Notes with the Reverse Dutch Election Bid Price at which the remaining Reverse Dutch Election Available Proceeds would be exhausted after allocation of Reverse Dutch Election Available Proceeds with respect to all lower Reverse Dutch Election Bid Prices as set forth in step (a) above (the “Clearing Price”) shall receive their pro rata share (based on the principal amount of Reverse Dutch Election Participating Notes that were submitted with such Reverse Dutch Election Bid Price, subject to adjustments required under the procedures of DTC relating to minimum denominations) of the remaining Reverse Dutch Election Available Proceeds; and (c) any Reverse Dutch Election Participants that select a Reverse Dutch Election Bid Price that is higher than the Clearing Price shall not receive any Reverse Dutch Election Available Proceeds with respect to their Reverse Dutch Election Participating Notes. Reverse Dutch Election Participants that select Reverse Dutch Election Bid Prices equal to or lower than the Clearing Price will receive consideration equal to their applicable Reverse Dutch Election Bid Price for each \$1,000 principal amount of Selected Reverse Dutch Election Participating Notes.

180. “*Reverse Dutch Election Participants*” means holders of Prepetition 2025 Notes Claims and Prepetition 2028 Notes Claims that have timely submitted the Reverse Dutch Election Required Submission Materials by the Reverse Dutch Election Deadline.

181. “*Reverse Dutch Election Participating Notes*” means the Prepetition Notes held by the Reverse Dutch Election Participants that the Reverse Dutch Election Participants have elected to participate in the Reverse Dutch Election Opportunity by submitting the Reverse Dutch Election Required Submission Materials.

182. “*Reverse Dutch Election Required Submission Materials*” means, collectively, (a) the executed Reverse Dutch Election Form specifying, among other things, the Reverse Dutch Election Bid Price and (b) delivery of book-entry positions for the applicable Prepetition Notes identified in each respective Reverse Dutch Election Form through DTC’s ATOP system or as otherwise provided in the Reverse Dutch Election Form.

183. “*Sale Hearing*” means a hearing to consider the approval of any Sale Transaction, which may be combined with the Confirmation Hearing.

184. “*Sale Order*” means one or more Bankruptcy Court orders, which may be the Confirmation Order, approving the Debtors’ entry into one or more Purchase Agreement(s) in connection with the Sale Transaction, in each case, in form and substance consistent with the Restructuring Support Agreement and the consent rights contained therein.

185. “*Sale Transaction*” means one or more sales of all, substantially all, or a material portion of the Debtors’ Estate assets pursuant to section 363 of the Bankruptcy Code or the Prepackaged Plan in accordance with the Bidding Procedures and this Prepackaged Plan.

186. “*Sale Transaction Documents*” means the documents governing the Sale Transaction, including, without limitation, the Bidding Procedures, the Bidding Procedures Motion, the Bidding Procedures Order, the Purchase Agreement(s), and any Sale Order(s), in each case, in form and substance consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

187. “*Sale Transaction Election Notice*” means a notice Filed in advance of the earlier of the Confirmation Hearing or applicable Sale Hearing indicating that the Debtors have (a) received a Successful Bid in accordance with the Bid Procedures (and the requirements set forth therein) and this Prepackaged Plan and (b) elected to pursue the Sale Transaction.

188. “*Sale Transaction Election Notice Deadline*” means 5:00 p.m. (Central Time) on the day that is seven days prior to the Confirmation Hearing.

189. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Prepackaged Plan, as the same may be amended, modified, or supplemented from time to time, in each case, in form and substance consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

190. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto, in each case.

191. “*Section 510(b) Claims*” means any Claim against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of Law or contract.

192. “*SEC*” means the United States Securities and Exchange Commission.

193. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

194. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

195. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar Law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

196. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act or section 101(49) of the Bankruptcy Code.

197. “*Selected Reverse Dutch Election Participating Notes*” means those Reverse Dutch Election Participating Notes for which the holder(s) received Cash payments from the Reverse Dutch Election Available Proceeds.

198. “*Solicitation Materials*” means the solicitation materials provided by the Claims and Balloting Agent to the parties entitled to vote to accept or reject the Prepackaged Plan.

199. “*Solicitation Procedures Motion*” means the motion Filed by the Debtors seeking, among other things, entry of an order approving the solicitation procedures, conditional approval of Disclosure Statement, and

scheduling the Confirmation Hearing to consider final approval of the Disclosure Statement and a hearing to consider Confirmation of the Prepackaged Plan, which shall be consistent with the terms of the Restructuring Support Agreement and the consent rights contained therein.

200. “*Successful Bid*” means a qualified bid that is selected by the Debtors in accordance with the Bidding Procedures; *provided* that the Debtors shall not select any bid as the Successful Bid unless such bid meets the Successful Bid Mandatory Conditions.

201. “*Successful Bid Mandatory Conditions*” has the meaning ascribed to such term in ARTICLE IV.B of the Prepackaged Plan.

202. “*Third-Party Release*” means the release set forth in ARTICLE VIII.D of the Prepackaged Plan.

203. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

204. “*Unimpaired*” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

205. “*Unsecured Claim*” means any Claim that is not a Secured Claim.

206. “*Voting Deadline*” means, subject to the approval of the Bankruptcy Court, November 15, 2023, or such other date as ordered by the Bankruptcy Court.

B. Rules of Interpretation.

For purposes of this Prepackaged Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (2) shall affect any parties’ consent rights over any of the Definitive Documents or any amendments thereto, as provided for in the Restructuring Support Agreement; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Prepackaged Plan or Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Prepackaged Plan in its entirety rather than to a particular portion of the Prepackaged Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Prepackaged Plan, the rights and obligations arising pursuant to the Prepackaged Plan shall be governed by, and construed and enforced in accordance with the applicable federal Law, including the Bankruptcy Code and Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Prepackaged Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (15) references to “Proofs of Claim,” “holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “holders of Interests,” “Disputed Interests,” and the like, as applicable; (16)

(ii) In the event of a Sale Transaction, each Holder of an Allowed Prepetition 2028 Notes Claim shall receive payment in full in Cash, including, for the avoidance of doubt, all principal amounts outstanding under the Prepetition 2028 Indenture and any pre- and postpetition interest, fees, redemption premium, expenses, costs, and other charges arising thereunder or related thereto, as applicable.

(d) *Voting:* Class 5 is Impaired under the Prepackaged Plan. Holders of Prepetition 2028 Notes Claims are entitled to vote to accept or reject the Prepackaged Plan.

6. Class 6 – Prepetition Series A Note Claims

(a) *Classification:* Class 6 consists of the Prepetition Series A Note Claims.

(b) *Allowance:* Prepetition Series A Note Claims shall be deemed Allowed in the aggregate principal amount of \$469,791,590.16, plus all interest, fees, expenses, costs, and other charges due under the Prepetition Series A Note.

(c) *Treatment:*

(i) In the event of a Reorganization Transaction, the Holder of the Allowed Prepetition Series A Note Claims shall receive 100% of the New Common Stock of Reorganized Parent, subject to dilution (i) in accordance with the New Corporate Governance Documents and (ii) for any New Common Stock issued to Holders of Allowed DIP Claims, in full and final satisfaction of such Claim.

(ii) In the event of a Sale Transaction, the Holder of the Allowed Prepetition Series A Note Claims shall receive payment in full in Cash.

(d) *Voting:* Class 6 is Impaired under the Prepackaged Plan. Holders of Prepetition Series A Note Claims are entitled to vote to accept or reject the Prepackaged Plan.

7. Class 7 – General Unsecured Claims

(a) *Classification:* Class 7 consists of all General Unsecured Claims.

(b) *Treatment:* The legal, equitable, and contractual rights of the holders of Allowed General Unsecured Claims are unaltered by the Prepackaged Plan. Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to different treatment, on and after the Effective Date, the Debtors shall continue to pay or dispute each General Unsecured Claim in the ordinary course of business as if the Chapter 11 Cases had never been commenced.

(c) *Voting:* Class 7 is Unimpaired under the Prepackaged Plan. Holders of General Unsecured Claims are conclusively presumed to have accepted the Prepackaged Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Prepackaged Plan.

8. Class 8 – Intercompany Claims

(a) *Classification:* Class 8 consists of all Intercompany Claims.

(b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor (with the consent of the Consenting Investor and in consultation with the Required Consenting Noteholders to the extent the holders of the New Notes may reasonably be impacted), either:

Dated: October 22, 2023

AKUMIN INC.
ADVANCED DIAGNOSTIC GROUP, LLC
ADVANCED DIAGNOSTIC RESOURCES, LLC
AFFILIATED PET SYSTEMS, L.L.C.
AFO IMAGING, INC.
AKUMIN FL, LLC
AKUMIN FLORIDA HOLDINGS, LLC
AKUMIN HEALTH ILLINOIS, LLC
AKUMIN HOLDINGS CORP.
AKUMIN OPERATING CORP.
ALLIANCE IMAGING NC, LLC
ALLIANCE ONCOLOGY OF ARIZONA, LLC
ALLIANCE RADIOSURGERY, LLC
DECATUR HEALTH IMAGING, L.L.C.
DIAGNOSTIC HEALTH CENTER OF ANCHORAGE, LLC
GREATER BOSTON MRI LIMITED PARTNERSHIP
GREATER BOSTON MRI SERVICES, LLC
IMAGING CENTER OF WEST PALM BEACH, LLC
INMED DIAGNOSTIC SERVICES OF MA, LLC
LCM IMAGING, INC.
MEDICAL DIAGNOSTICS, LLC
MEDICAL OUTSOURCING SERVICES, LLC
MID-AMERICAN IMAGING, INC.
MONROE PET, LLC
MUSC HEALTH CANCER CARE ORGANIZATION, LLC
NEHE/WSIC II, LLC
NEHE-MRI, LLC
NEOSPINE BLOCKER CORP.
NEW ENGLAND HEALTH ENTERPRISES BUSINESS
TRUST
NEW ENGLAND HEALTH IMAGING - HOULTON, LLC
NEW ENGLAND MOLECULAR IMAGING LLC
PET SCANS OF AMERICA CORP.
PMI PARTNERS, LLC
PREFERRED IMAGING AT CASA LINDA PLAZA, LLC
PREFERRED IMAGING AT THE MEDICAL CENTER,
LLC PREFERRED IMAGING HEB, LLC
PREFERRED IMAGING OF AUSTIN, LLC
PREFERRED IMAGING OF CORINTH, LLC
PREFERRED IMAGING OF DENTON, LLC
PREFERRED IMAGING OF FORT WORTH, LLC
PREFERRED IMAGING OF FRISCO, LLC
PREFERRED IMAGING OF GARLAND, LLC
PREFERRED IMAGING OF
GRAPEVINE/COLLEYVILLE, LLC
PREFERRED IMAGING OF IRVING, LLC
PREFERRED IMAGING OF MCKINNEY, LLC
PREFERRED IMAGING OF MESQUITE, LLC
PREFERRED IMAGING OF PLANO, LLC
PREFERRED IMAGING ON PLANO PARKWAY, LLC
PREFERRED OPEN MRI, LLC
ROUND ROCK IMAGING, LLC
SHARED P.E.T. IMAGING, LLC
SMT HEALTH SERVICES, LLC
SYNCMED, LLC

**THREE RIVERS HOLDING, LLC
TIC ACQUISITION HOLDINGS, LLC
USR HOLDINGS, LLC
VISTA PEM PROVIDERS, LLC
WESTERN MASSACHUSETTS MAGNETIC RESONANCE
SERVICES, LLC
WOODLAND DIAGNOSTIC IMAGING, LLC**

/s/ Riadh Zine

Riadh Zine

Authorized Signatory/CEO

Exhibit B – Portions of Final Order

ENTERED

November 29, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

AKUMIN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90827 (CML)

(Jointly Administered)

**FINAL ORDER (A) AUTHORIZING THE DEBTORS TO
OBTAIN POSTPETITION FINANCING, (B) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL, (C) GRANTING
ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES,
(D) MODIFYING THE AUTOMATIC STAY, AND (E) GRANTING RELATED RELIEF**

(Related to Docket Nos. 29, 52)

Upon the motion at Docket No. 29 (“DIP Motion”) and the Supplemental DIP Motion² (together with the DIP Motion, the “DIP Motions”) of Akumin Inc. (“Akumin”), and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e), 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 4001-1(b), and rule 4002-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Local Bankruptcy Rules”) and the Procedures for Complex Chapter 11 Bankruptcy Cases (the “Complex Case Procedures”) promulgated by the United States Bankruptcy Court for

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Akumin>. The Debtors’ service address is 8300 W. Sunrise Boulevard, Plantation, Florida 33322.

² The “Supplemental DIP Motion” means the Debtors’ *Emergency Motion for Entry of an Order (A) Approving the Amendment to the DIP Facility and (B) Granting Related Relief* [Docket No. ____]. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the DIP Motion, the Supplemental DIP Motion, and/or the DIP Documents, as appropriate.

the Southern District of Texas, Houston Division (the “Court”), seeking entry of a final order (this “Final Order”), among other things:

- a. authorizing Akumin Inc. (the “DIP Borrower”) to obtain a junior secured postpetition financing on terms and conditions consistent with the terms and conditions set forth in the *Summary of Proposed Terms and Conditions for DIP Financing and use of Cash Collateral*, as amended (the “DIP Term Sheet”), attached to this Final Order at Exhibit A, and for certain subsidiaries of the DIP Borrower, including each of the Debtors other than the DIP Borrower, (collectively, the “DIP Guarantors” and together with DIP Borrower, the “DIP Loan Parties”) to unconditionally guaranty, on a joint and several basis, the DIP Borrower’s obligations in connection with such postpetition financing, consisting of a delayed draw term loan facility (the “DIP Facility”) in an aggregate principal amount not to exceed \$130 million (the “DIP Facility Commitment,” and the loans made under the DIP Facility (including through the payment of in-kind interest), the “DIP Facility Loans”), subject to the terms and conditions set forth in the DIP Term Sheet, the DIP Documents (as defined below) and this Final Order, pursuant to which the DIP Borrower is authorized, on an final basis, to borrow from Stonepeak Magnet Holdings LP or one or more of its affiliates (the “DIP Lender”) the balance of the DIP Facility Commitment upon entry of this Final Order and satisfaction of the conditions precedent to such draw under the DIP Documents (and in accordance with the Approved Budget);
- b. authorization for the DIP Loan Parties to, upon the request of the DIP Lender, execute and enter into any DIP Documents, including a Debtor-in-Possession Credit Agreement, if any among the DIP Loan Parties and the DIP Lender (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the “DIP Credit Agreement” and, together with this Final Order, the DIP Term Sheet, all notices, guarantees, security agreements, ancillary documents and agreements, the “DIP Documents”) on terms and conditions consistent with the DIP Term Sheet and this Final Order, and to perform all such other and further acts as may be required in connection with the DIP Documents;
- c. authorizing the DIP Borrower to incur, and the DIP Guarantors to jointly and severally guarantee, all DIP Obligations, in accordance with this Final Order and the DIP Documents;
- d. granting to the DIP Lender, to secure the DIP Obligations, automatically perfected security interests in and liens on all of the DIP Collateral (as defined below), with the priorities set forth herein;
- e. authorizing the Debtors to grant adequate protection to the Prepetition Secured Parties (as defined below) on the terms set forth in the DIP Term Sheet and this Final Order on account of (i) any Diminution in Value (as defined below) of Prepetition Secured Parties’ interests in the Prepetition Collateral, including Cash

9. Prepetition RCF First Priority Liens. Pursuant to the Prepetition RCF Documents, each of the Prepetition RCF Obligors (other than the Prepetition RCF Borrower) unconditionally guaranteed, on a joint and several basis, the due and punctual payment of all the Prepetition RCF Obligations. Pursuant to the Prepetition RCF Documents, the Prepetition RCF Obligors granted to the Prepetition RCF Agent, for the benefit of itself and the Prepetition RCF Lenders, a first priority security interest in and continuing lien on (the “Prepetition RCF First Priority Liens” and, together with the Prepetition 2025 Notes First Priority Liens and the Prepetition 2028 Notes First Priority Liens, the “Prepetition Secured Liens”) all of the collateral identified in the Prepetition RCF Documents (including substantially all of the assets of the Debtors), in all cases whether then owned or existing or thereafter acquired (collectively, the “Prepetition RCF Collateral” and, together with the Prepetition 2025 Notes Collateral and the Prepetition 2028 Notes Collateral, the “Prepetition Collateral”), which rank *pari passu* with the Prepetition 2025 Notes First Priority Liens and the Prepetition 2028 Notes First Priority Liens, and are subject only to the Permitted Prior Liens (if any). The Prepetition RCF First Priority Liens are (i) valid, binding, perfected and enforceable first priority liens and security interests in the Prepetition RCF Collateral, (ii) are not subject, pursuant the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or “claim” (as defined in the Bankruptcy Code) of any kind, (iii) as of the Petition Date are subject and/or subordinated only to certain Permitted Prior Liens and (iv) constitute the legal, valid and binding obligation of the Prepetition RCF Obligors, enforceable in accordance with the terms of the application Prepetition RCF Documents.

10. Prepetition Series A Note Documents. Akumin Operating Corp., a wholly owned subsidiary of Akumin, issued an unsecured payment-in-kind toggle series A note, dated

September 1, 2021 (the “Prepetition Series A Note”, and together with the related prepetition guarantees and waivers, the “Prepetition Series A Note Documents”) to Stonepeak Magnet Holdings LP (“Stonepeak”) in an initial principal amount of \$469,791,590.16. Until September 1, 2024, provided certain conditions are met, Akumin Operating Corp. will be permitted to draw up to an additional \$335.57 million from Stonepeak. Akumin Operating Corp. had the right under the Prepetition Series A Note, and it elected, to pay interest in-kind until September 1, 2023 at a rate of 13% per annum, as opposed to cash interest at 11% per annum. Pursuant to agreement, dated October 16, 2023, between Akumin and Stonepeak, the payment of cash interest under the Prepetition Series A Note for the interest period ended September 29, 2023 was deferred.

11. Prepetition Series A Note Obligations. As of the Petition Date, each of the relevant Debtors was indebted and liable, without any objection, defense, counterclaim, recoupment, challenge, or offset of any kind, to Stonepeak pursuant to the Prepetition Series A Note, in the aggregate principal amount of \$469,791,590.16 plus, in each case, all accrued and unpaid interest thereon as of the Petition Date and any additional amounts, charges, fees and expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees, in each case, solely to the extent they are chargeable or reimbursable under the Prepetition Series A Note), charges, indemnities and other obligations incurred in connection therewith as provided in the Prepetition Series A Note and payable pursuant to applicable law (collectively, the “Series A Note Obligations”), which Prepetition Series A Note Obligations are legal, valid, and binding unsecured obligations of each relevant Debtor and no portion of which is subject to avoidance, disallowance, reduction, recharacterization, subordination, or other challenge pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

Federal Rules of Civil Procedure, this Final Order is immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

39. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motions.

40. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order. When used in this Final Order, the word “including” shall not imply limitation.

41. *Necessary Action.* The DIP Loan Parties, the DIP Lender and the Prepetition Secured Parties are authorized to take any and all such actions as are necessary, required or appropriate to implement and effectuate the terms of this Final Order, the DIP Documents and the transactions contemplated hereunder and thereunder.

42. *Retention of Jurisdiction.* The Court retains jurisdiction to hear, determine and enforce the terms of any and all matters arising from or related to the DIP Facility, the DIP Documents and this Final Order, and the Court’s jurisdiction shall survive confirmation and consummation of any Chapter 11 plan for any of the Debtors notwithstanding the terms or provisions of any such Chapter 11 plan or any order confirming any such Chapter 11 plan.

Signed: November 29, 2023



Christopher Lopez
United States Bankruptcy Judge

Exhibit C – Confirmation Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

AKUMIN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90827 (CML)

(Jointly Administered)

**NOTICE OF (I) ENTRY OF ORDER APPROVING DISCLOSURE STATEMENT
ON A FINAL BASIS AND CONFIRMING THE JOINT PREPACKAGED
CHAPTER 11 PLAN OF REORGANIZATION OF AKUMIN INC. AND
ITS DEBTOR AFFILIATES AND (II) OCCURRENCE OF THE EFFECTIVE DATE**

On November 30, 2023, the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis and (II) Confirming the Joint Prepackaged Chapter 11 Plan of Reorganization of Akumin Inc. and its Debtor Affiliates* [Docket No. 272] (the “Confirmation Order”) (i) approving, on a final basis, the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Akumin Inc. and its Debtor Affiliates* (the “Disclosure Statement”) and (ii) confirming the *Joint Prepackaged Chapter 11 Plan of Akumin Inc. and its Debtor Affiliates* (as supplemented or amended, the “Prepackaged Plan”).²

The Effective Date of the Prepackaged Plan occurred on February 6, 2024.

Copies of the Prepackaged Plan, the Disclosure Statement, the Plan Supplement, and the Confirmation Order may be obtained free of charge by visiting the website maintained by Epiq Corporate Restructuring LLC at <https://dm.epiq11.com/case/akumin>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov/>. Please note that a PACER password and login are required to access documents via PACER.

The Prepackaged Plan and the provisions thereof are binding on the Debtors, the Reorganized Debtors, any holder of a Claim against, or Interest in, any of the Debtors and such holder’s respective successors and assigns, whether or not such Claim or Interest is Impaired under the Prepackaged Plan and whether or not such holder voted to accept or reject the Prepackaged Plan.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Akumin>. The Debtors’ service address is 8300 W. Sunrise Boulevard, Plantation, Florida 33322.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Prepackaged Plan.

The Bankruptcy Court has approved the discharge, release, exculpation, injunction, and related provisions in Article VIII of the Prepackaged Plan.

The Prepackaged Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Prepackaged Plan and the Confirmation Order in their entirety.

Dated: February 6, 2024
Houston, Texas

/s/ Jennifer F. Wertz

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
J. Machir Stull (TX Bar No. 24070697)
Victoria N. Argeroplos (TX Bar No. 24105799)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
Email: jwertz@jw.com
Email: mstull@jw.com
Email: vargeroplos@jw.com

*Co-Counsel to the Debtors
and Debtors-in-Possession*

DORSEY & WHITNEY LLP

Eric Lopez Schnabel (admitted *pro hac vice*)
Rachel P. Stoian (admitted *pro hac vice*)
Michael Galen (admitted *pro hac vice*)
51 West 52nd Street
New York, New York 10019-6119
Telephone: (212) 415-9200
Facsimile: (212) 953-7201
Email: schnabel.eric@dorsey.com
Email: stoian.rachel@dorsey.com
Email: galen.michael@dorsey.com

*Co-Counsel to the Debtors
and Debtors-in-Possession*

Certificate of Service

I certify that on February 6, 2024, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz

Martha Pavon

From: Kay Kassel <kay.kassel@akumin.com>
Sent: Monday, February 19, 2024 11:00 AM
To: Bryan Parker
Subject: [External_Sender] Akumin post closing COC documents
Attachments: Licensee Correspondence to NRC Region III -- Post-Closing Notice.pdf; NRC Enclosures.zip

Hello Mr Parker,
Please see the documents attached.
Thanks,
Kay

Kay Kassel MS, CNMT NMTCB(RS)
Corporate Radiation Safety Officer



+1 561-701-1311
 kay.kassel@akumin.com
 akumin.com

This message contains information which may be confidential and privileged. Unless you are the intended addressee (or authorized to receive for the intended addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply and delete the message. Thank you.

Martha Pavon

From: Tammy Tomczak
Sent: Wednesday, February 21, 2024 7:58 AM
To: Martha Pavon
Cc: Sandy Pavon
Subject: FW: Please open action
Attachments: [External_Sender] Akumin post closing COC documents

Good morning, Martha 😊

Can you please add the attached to ADAMS?

Thank you!!
Tammy

From: Bryan Parker <Bryan.Parker@nrc.gov>
Sent: Wednesday, February 21, 2024 7:33 AM
To: Tammy Tomczak <Tammy.Tomczak@nrc.gov>
Subject: Please open action

Hey Tammy,

Please open an action with the attached from Alliance Healthcare (aka Akumin). They have completed the CoC we recently consented to, so now we need to amend the license and add the final CoC info.

Please let me know if you have any questions.

Thanks.

Bryan