

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

LUTHERAN HOME AND SERVICES FOR
THE AGED, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-01705

Judge Michael B. Slade

(Jointly Administered)

DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION

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¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers are as follows: Lutheran Home and Services for the Aged, Inc. (5902); Luther Oaks, Inc. (7469); Lutheran Home for the Aged, Inc. (2824); Pleasant View Luther Home, Inc. (7830); Wittenberg Lutheran Village, Inc. (9499); Wittenberg Lutheran Village Endowment Corporation (2245); Lutheran Life Communities (1882); Lutheran Life Communities Foundation (9333). A list of each of the Debtors' respective addresses is available at <https://cases.stretto.com/LutheranHome>.

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INTRODUCTION²

On February 4, 2025, each of the Debtors commenced its Chapter 11 Case, seeking relief under Chapter 11 of the Bankruptcy Code. As debtors and debtors-in-possession, the Debtors propose the Plan pursuant to sections 1125 and 1129 of the Bankruptcy Code for the resolution of outstanding Claims against, and Interests in, the Debtors.

Reference is made herein to the Disclosure Statement for a discussion of the Debtors' history and assets, a summary and analysis of the Plan, and certain related matters, including the Distributions to be made under the Plan and the risk factors relating to consummation of the Plan. No materials other than the Disclosure Statement, the Plan, and any and all exhibits and/or schedules attached thereto or hereto have been authorized by the Debtors for use in soliciting votes of acceptance with respect to the Plan.

Copies of the Plan and the Disclosure Statement and all other filed documents related to the Chapter 11 Cases are available for review without charge, on the Case Website at <https://cases.stretto.com/LutheranHome/>.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

A. Definitions.

The following terms used herein shall have the respective meanings below:

1.1 “**503(b)(9) Claims**” means any Claims arising under Bankruptcy Code section 503(b)(9).

1.2 “**2019 Bond Documents**” means, collectively, the Series 2019 Bonds, the 2019 Master Indenture, the Bond Indentures, the Loan Agreements, the Bank Covenant Agreements, the MIF Line of Credit, the Direct Note Obligations and any additional bonds, loan agreement, mortgage, security agreement, document, agreement, or instrument executed or delivered in connection with the issuance of the Series 2019 Bonds.

1.3 “**2019 Master Indenture**” means that certain Master Trust Indenture, dated December 1, 2019, between the Lutheran Life Ministries, as Obligated Group Representative, the Lutheran Life Obligated Group and UMB Bank, National Association, as successor master trustee, pursuant to which the Series 2019 Bonds were issued.

1.4 “**2026 Bond Documents**” means the documents issuing and setting forth terms and conditions of the Series 2026 Bonds, which shall include a new master trust indenture to reflect the terms and conditions described in the Plan and the Plan Term Sheet, including, for the

² Capitalized terms used but not defined shall have the meanings ascribed to them in ARTICLE I.A of the Plan.

avoidance of doubt an amended and restated agreement to be entered into between the Obligated Group Members in favor of the holders of the Series 2026B Bonds, which will replace the existing Assignment of Deposit Account, dated February 28, 2018 given by LHSA in favor of ONB with respect to the account ending in 2068.

1.5 “**2026 MIF LOC Documents**” means that certain Amended and Restated Line of Credit Promissory Note dated as of the Effective Date, made by LHA in favor of MIF and all related and ancillary documents, which shall be set forth in the Plan Supplement.

1.6 “**Administrative Expense Claim**” means any Claim against any Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors’ businesses; (b) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; (c) all fees and charges assessed pursuant to 28 U.S.C. § 1930(a)(6); and (d) 503(b)(9) Claims.

1.7 “**Administrative Expense Bar Date**” means the date by which Administrative Claims must be Filed, which: with respect to (a) Administrative Expense Claims that are not 503(b)(9) Claims shall be no later than the first Business Day that is thirty (30) days after the Effective Date; and (b) 503(b)(9) Claims, shall be no later than the Claims Bar Date.

1.8 “**Affiliate**” means, with respect to any Entity, an “affiliate” as defined in section 101(2) of the Bankruptcy Code as if such entity were a debtor.

1.9 “**Allowed**” means with respect to Claims: (a) any Claim, proof of which is timely filed by the applicable Bar Dates; (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely filed; or (c) any Claim for a Resident Refund Obligation that is listed in the Schedules as not disputed and for which no Proof of Claim has been timely filed; or (d) any Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; provided, that with respect to any Claim described in clauses (a), (b) and (c) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period of time, as may be extended by the Bankruptcy Court from time to time, fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely filed, 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; provided that the foregoing shall not apply to Claims for Resident Refund Obligations on account of being listed as contingent or unliquidated in the Schedules. An Allowed Claim (i) includes a Disputed Claim to the extent such Disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified in the Plan, section 506(b) of the Bankruptcy Code, or by Final Order of the Bankruptcy Court, “Allowed” Claims shall not, for purposes of Distributions under the Plan,

include interest on such Claim accruing from and after the Petition Date. For the avoidance of doubt, a Proof of Claim Filed after the applicable Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “*Allow*,” “*Allowing*” and “*Allowance*” shall have correlative meanings.

1.10 “***Amended Schedules Bar Date***” has the meaning given to such term in the Bar Date Order.

1.11 “***Assets***” means all interests, legal or equitable, in property, real, personal, tangible and intangible, of any of the Debtors as defined in section 541(a) of the Bankruptcy Code.

1.12 “***Avoidance Actions***” means all actions, causes of action, suits, choses in action, and claims of any of the Debtors and/or any Estate against any entity or Person, whether direct, indirect, derivative, or otherwise arising under section 510 of the Bankruptcy Code or seeking to avoid a transfer of property or recover property pursuant to sections 542 through 550 of the Bankruptcy Code or applicable non-bankruptcy law, including fraudulent transfer laws, whether or not litigation is commenced before or after the Effective Date.

1.13 “***Ballot***” means the ballot upon which a holder of an Impaired Claim entitled to vote to accept or reject the Plan may indicate its acceptance or rejection in accordance with applicable rules and instructions regarding voting.

1.14 “***Bank Covenants Agreement***” means those certain Additional Covenants Agreements, each dated as of December 1, 2019 (each as amended or otherwise modified), by and among First Midwest Bank, LLM and the Lutheran Life Obligated Group.

1.15 “***Bankruptcy Code***” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

1.16 “***Bankruptcy Court***” means the United States Bankruptcy Court for the Northern District of Illinois, having jurisdiction over the Chapter 11 Cases or, if the Bankruptcy Court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the Northern District of Illinois.

1.17 “***Bankruptcy Rules***” means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

1.18 “***Bar Date Order***” means the *Order (I) Establishing Bar Dates, (II) Approving the Form and Manner of Notice Thereof, (III) Approving Procedures for Filing Proofs of Claim, and (IV) Granting Related Relief* [Docket No. 340].

1.19 “***Bar Date(s)***” means, collectively, the Claims Bar Date, the Governmental Bar Date, the Amended Schedules Bar Date, or the Rejection Damages Bar Date, as applicable; and “*Bar Dates*” shall be a collective reference to the Claims Bar Date, the Governmental Bar Date, the Amended Schedules Bar Date, and the Rejection Damages Bar Date.

1.20 “**Board**” means, collectively, the respective board of directors of each of the Debtors as of the Petition Date.

1.21 “**Bond Indentures**” mean the Series 2019A Indenture, the Series 2019B-1 Indenture and the Series 2019B-2 Indenture.

1.22 “**Bond Trustee**” means UMB Bank, National Association, as successor to Wells Fargo Bank, National Association, as predecessor indenture trustee under the Series 2019A Indenture, the Series 2019B-1 Indenture and the Series 2019B-2 Indenture.

1.23 “**Business Day**” means any day, other than a Saturday, Sunday or “legal holiday” as defined in Bankruptcy Rule 9006(a).

1.24 “**Caring Communities**” means Caring Communities, a Reciprocal Risk Retention Group (District of Columbia).

1.25 “**Caring Communities Policies**” means all insurance policies that have been issued by Caring Communities at any time to, or provide coverage to, any of the Debtors, which are alleged to provide coverage for the Insured Tort Claims.

1.26 “**Case Website**” means the Debtors’ website maintained by Stretto at <https://cases.stretto.com/LutheranHome/>.

1.27 “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

1.28 “**Cash Collateral Orders**” means, collectively, the (A) *Interim Order on Debtors’ Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Master Indenture Trustee, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 97]; (B) *Second Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 196]; (C) *Third Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Master Indenture Trustee and MIF, (III) Scheduling a Final Hearing, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 276]; and (D) *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to the Master Indenture Trustee and MIF, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 306].

1.29 “**Causes of Action**” means, collectively, any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, franchises, Liens, guaranties, Avoidance Actions, agreements, counterclaims, and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or

indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Petition Date, in tort, Law, equity, or otherwise pursuant to any theory of civil Law (whether local, state, or federal U.S. Law or non-U.S. Law). 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 (whether under local, state, federal U.S. Law or non-U.S. civil Law) based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction Law, violation of local, state, or federal non-U.S. Law or breach of any duty imposed by Law or in equity, including securities Laws and negligence; (c) the right to object to or otherwise contest Claims or Interests and any Claim Objections; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

1.30 “**Chapter 11**” means chapter 11 of the Bankruptcy Code.

1.31 “**Chapter 11 Cases**” means, collectively, the chapter 11 cases commenced by each of the Debtors, pending in the Bankruptcy Court and being jointly administered under Case No. 25-01705.

1.32 “**Claim**” means a “claim,” as that term is defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

1.33 “**Claims Agent**” means Stretto in its capacity as claims and noticing agent to the Debtors.

1.34 “**Claims Bar Date**” means the general bar date by which entities, other than Governmental Units, shall file Proofs of Claim, July 18, 2025 at 11:59 p.m. Central Time.

1.35 “**Claims Objection Deadline**” means the deadline for objecting to a Claim or Interest asserted against or in any of the Debtors, which shall be on the date that is the later of (a) 180 days after the Effective Date, and (b) such other date as may be specifically fixed by Order of the Bankruptcy Court.

1.36 “**Claims Register**” means the official register of Claims maintained by the Claims Agent.

1.37 “**Class**” means a category of holders of Claims or Interests as set forth in ARTICLE III hereof pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

1.38 “**CMS**” means U.S. Department of Health and Human Services and Centers for Medicare & Medicaid Services.

1.39 “**Collateral**” means any property or interest in property of the Estates subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or other applicable law.

1.40 “**Committee**” means the official committee of creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code [Docket No. 115].

1.41 “**Community**” or “**Communities**” means, individually or collectively (i) the skilled nursing facility and three retirement communities in Illinois and Indiana known as (i) Lutheran Home, (ii) Luther Oaks, (iii) Pleasant View, and (iv) Wittenberg Village.

1.42 “**Compensation and Benefits Programs**” means, collectively, all employment, change-in-control agreements, and severance agreements and policies, and all employment, wages, compensation, and benefit plans and policies, staffing agencies and independent contractor obligations, workers’ compensation programs, retirement plans, savings plans, bonus and incentive programs (whether cash or equity based), reimbursable expenses, paid leave benefits, retention programs, additional benefits programs (including any fringe benefits or perquisites), payroll vendor obligations, healthcare plans, disability plans, COBRA plans, severance benefit plans and payments, life and accidental death and dismemberment insurance plans and programs, for all employees of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and managers, in each case existing with the Debtors as of immediately prior to the Effective Date.

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

1.44 “**Confirmation Date**” means the date on 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.

1.45 “**Confirmation Hearing**” means the hearing(s) before the Bankruptcy Court under section 1128 of the Bankruptcy Code at which the Debtors seek entry of the Confirmation Order, as such hearing(s) may be adjourned or continued from time to time.

1.46 “**Confirmation Order**” means a Final Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.47 “**Contingent**” means, with respect to any Claim or Interest, or any portion thereof, except as otherwise provided herein, any contingent or unliquidated Claim asserted or which may be asserted against any of the Debtors.

1.48 “**Corporate Governance Documents**” means the certificates of incorporation, certificates of formation, resolutions, by-laws, and related documents of each of the Debtors.

1.49 “**Cure**” or “**Cure Claim**” means any Claim (unless waived or modified by the applicable counterparty) against any of the Debtors based upon defaults under an Executory Contract or an Unexpired Lease assumed by any of the Debtors under section 365 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.

1.50 “**Cure Costs Reserve**” means the sum of \$375,000 to be used by the Obligated Group Debtors to satisfy Cure Claims in connection with assumed Executory Contracts on the Effective Date.

1.51 “**Cure Notice**” means any notice, including a Contract Assumption Notice or Supplemental Assumption Notice, sent to counterparties to an Executory Contract or Unexpired Lease in connection with the proposed assumption or assumption and assignment of such Executory Contract or Unexpired Lease under the Plan pursuant to section 365 of the Bankruptcy Code, and the *Order Granting Motion of the Debtors for Entry of an Order Approving Procedures for the Rejection, Assumption, or Assumption and Assignment of Executory Contracts and Unexpired Lease in Connection with a Proposed Transaction* [Docket No. 509], which notice includes: (a) procedures for objecting to proposed assumptions or assumptions and assignments of Executory Contracts and Unexpired Leases, (b) the proposed amount to be paid on account of Cure Claims, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

1.52 “**Current Resident**” means a resident who resides at any of the Communities as of the date hereof.

1.53 “**Debtors**” means, collectively, Lutheran Home and Services for the Aged, Inc.; Luther Oaks, Inc.; Lutheran Home for the Aged, Inc.; Pleasant View Luther Home, Inc.; Wittenberg Lutheran Village, Inc.; Wittenberg Lutheran Village Endowment Corporation; Lutheran Life Communities; and Lutheran Life Communities Foundation.

1.54 “**Debtors’ Release**” means the release given by the Debtors to the Released Parties as set forth in ARTICLE VIII.E of the Plan.

1.55 “**Deficiency Claim**” means a Claim for the difference between (i) the aggregate amount of an Allowed Claim and (ii) the value received on account of the portion of such Allowed Claim that is a Secured Claim.

1.56 “**Direct Note Obligations**” means, collectively, the Series 2019A Obligation, the Series 201B-1 Obligation, the Series 2019B-2 Obligation, the Series 2019B-3 Obligation, the Series 2019B-4 Obligation and the Series 2019C Obligation.

1.57 “**Disallowed**” means, with respect to any Claim or Interest, or any portion thereof, except as otherwise provided herein, a Claim or Interest, or any portion thereof that (a) has been disallowed by a Final Order, or (b) (i) is Scheduled at zero, in an unknown amount or as contingent, disputed or unliquidated and (ii) as to which the Bar Date has been established but no Proof of Claim has been timely Filed or deemed timely Filed under applicable law; provided that Claims for Resident Refund Obligations are not Disallowed on account of being listed in the Schedules as contingent or unliquidated.

1.58 “**Disclosure Statement**” means the Second Amended Disclosure Statement with respect to Debtors’ Joint Chapter 11 Plan of Reorganization, as may be modified or amended, accompanying and describing the Plan.

1.59 “**Disclosure Statement Order**” means the order of the Bankruptcy Court approving the Disclosure Statement and solicitation procedures.

1.60 “**Disputed**” means, with respect to any Claim or Interest, or any portion thereof, a Claim or Interest, or any portion thereof, that is not yet Allowed, including (a) any Claim evidenced by a Proof of Claim that, on its face, is contingent or unliquidated; (b) any Claim that is subject to an objection Filed by the Claims Objection Deadline or a request for estimation, in each case that has not been withdrawn, resolved, or ruled on by a Final Order of the Bankruptcy Court; (c) any Claim or Interest scheduled by the Debtors as Contingent, unliquidated or disputed, (d) any Claim or Interest evidenced by a Proof of Claim that amends a Claim or Interest scheduled by the Debtors as Contingent, unliquidated or disputed, and (e) any Claim or Interest that is not an Allowed Claim or Allowed Interest or a Disallowed Claim or a Disallowed Interest; *provided, however*, that Resident Refund Obligations are not Disputed on account of being scheduled by the Debtor as Contingent or unliquidated.

1.61 “**Distribution**” means Cash, property, interests in property or other value distributed to holders of Allowed Claims, or their designated agents, under the Plan.

1.62 “**Distribution Agent**” means the Debtors or the Unsecured Creditor Trustee, as applicable, or the Entity or Entities selected by the Debtors or the Unsecured Creditor Trustee, as applicable, to make or facilitate distributions contemplated under the Plan.

1.63 “**Distribution Record Date**” means the record date for purposes of determining which Holders of Allowed Claims against the Debtor are eligible to receive Distributions under the Plan, which date shall be the first day of the Confirmation Hearing, or such other date that is designated in a Final Order of the Bankruptcy Court.

1.64 “**Effective Date**” means the date that is the first Business Day on which the conditions set forth in ARTICLE IX of the Plan have been satisfied or waived.

1.65 “**Entity**” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

1.66 “**Entrance Fee Escrow**” means the escrow account established and maintained by the Escrow Agent, pursuant to that certain Escrow Agreement, which account holds Entrance Fees remitted by Residents that elected to participate in the escrow by entering into an Option Agreement contemporaneously with the execution of their Residency Agreements.

1.67 “**Entrance Fee Escrow Order**” means the *Order (I) Authorizing the Debtors to Continue (A) Escrowing Entrance Fees in the Ordinary Course of Business and (B) Refunding Certain Entrance Fees During the Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 91].

1.68 “**Entrance Fees**” means the fees paid by Residents, pursuant to applicable Residency Agreements, as a requirement to obtaining the right to occupy a unit at one of the Communities, which may be fully or partially refundable to Residents, in accordance with the terms of the applicable Residency Agreement.

1.69 “**Escrow Agent**” means Argent Institutional Trust Company, in its capacity as the escrow agent with respect to the Entrance Fee Escrow.

1.70 “**Escrow Agreement**” means that certain Option Deposit Escrow Agreement dated as of May 30, 2024, by and among Luther Oaks, Inc. Pleasant View Luther Home, Inc. and Wittenberg Lutheran Village, Inc., and Argent Institutional Trust Company, as escrow agent.

1.71 “**Estates**” mean the estates of the Debtors created by the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

1.72 “**Exculpated Party**” or “**Exculpated Parties**” means each of: (i) each of the Debtors, (ii) the Master Trustee, (iii) the Bond Trustee; (iv) the Supporting Holders (as defined in the PSA); (v) ONB, (vi) MIF, (vii) the Committee and (viii) with respect to each of the foregoing Entities in clauses (i) through (vii), such Entity and its affiliates, and all of their officers, directors, principals, members, partners, managers, employees, attorneys, advisors, accountants, investment bankers, consultants, representatives, and other professionals solely to the extent that such parties served in those roles during the Chapter 11 Cases.

1.73 “**Executory Contract**” means all contracts and leases to which Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

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

1.75 “**Final Decree**” means order entered pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing any of the Chapter 11 Cases.

1.76 “**Final Fee Hearing**” means the hearing to be conducted by the Bankruptcy Court to consider approval and allowance of final Professional Fee Claims.

1.77 “**Final Order**” means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases that has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, to petition for *certiorari*, or to move for a new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rules 9023 or 9024, may be filed relating to such order shall not cause such order to not be a Final Order.

1.78 “**First Day Declaration**” means the *Declaration of M. Sloan Bently Chief Executive Officer of the Debtor in Support of the Debtor’s First Day Pleadings* [Docket No. 46].

1.79 “**Foundation Pledged Account**” means that certain Account #XXXXXXXXXX5633 in the name of LLCF

1.80 **“General Unsecured Claim”** means any Unsecured Claim that is not an: Administrative Expense Claim, Professional Fee Claim, Bond Claim, MIF Line of Credit Claim, MIF Subordinated Claim, Salt Creek Claim, Other Priority Claim, Other Secured Claim, Insured Tort Claim, Resident Refund Obligation or Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include unsecured Claims resulting from the rejection of Executory Contracts and Unexpired Leases, unsecured Claims resulting from litigation against one or more of the Debtors, and contingent Claims of any creditor on account of the guaranty obligations of any of the Debtors or any litigation against any of the Debtors.

1.81 **“General Unsecured Trust Assets”** means from and after the Effective Date: (i) the sum of \$1,400,000 transferred from the Non-Obligated Group Debtors and/or the Obligated Group Debtors to the Unsecured Creditor Trust; (ii) all legal and equitable interests of the Obligated Group Debtors in Retained Causes of Action; (iii) all legal and equitable defenses or counterclaims of the Obligated Group Debtors to General Unsecured Claims; (iv) the right to receive any cash remaining in the Cure Costs Reserve after payment of amounts required to be paid with respect to assumed Executory Contracts under this Plan; (v) the right to receive any remaining Insurance Trust Assets after all Insured Tort Claims have been settled or reduced to a final judgment and any Allowed Insured Tort Claims have been paid in full or otherwise satisfied; and (vi) any other Assets to be vested in the Unsecured Creditor Trust as General Unsecured Trust Assets pursuant to the Plan and the Unsecured Creditor Trust Agreement.

1.82 **“General Unsecured Trust Interests”** means the uncertificated interests in the Unsecured Creditor Trust representing the rights of Holders of Allowed General Unsecured Claims in Class 7A to receive distributions from the General Unsecured Trust Assets and the proceeds thereof in accordance with the Unsecured Creditor Trust Agreement.

1.83 **“Governmental Bar Date”** means the date by which Governmental Units must file Proofs of Claims, August 4, 2025, at 11:59 p.m. Prevailing Central Time.

1.84 **“Government Unit”** means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

1.85 **“Holder”** means the beneficial holder of a Claim or Interest.

1.86 **“Indemnification Provisions”** means the provisions in effect as of the Petition Date, in any of the Debtors’ bylaws, certificates of incorporation, other formation or governance documents, board resolutions, management or indemnification agreements, employment contracts, or any other document providing a basis for any obligation of any of the Debtors to indemnify, defend, reimburse or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current or former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of any of the Debtors, and such current and former directors’, officers’, and managers’ respective Affiliates, each of the foregoing solely in its capacity as such.

1.87 **“Impaired”** means, with respect to a Claim, that such Class of Claims is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

1.88 “**Insider**” means an “insider,” as defined in section 101(31) of the Bankruptcy Code.

1.89 “**Insurance Settlement Agreement**” shall have the meaning set forth in ARTICLE IV.C of the Plan.

1.90 “**Insurance Trust Assets**” means, from and after the Effective Date, (i) any of the Debtors’ rights to proceeds of any Insurance Settlement Agreement; (ii) all legal and equitable defenses or counterclaims of any of the Debtors to Insured Tort Claims; and (iii) any other Assets to be vested in the Unsecured Creditor Trust as Insurance Trust Assets pursuant to the Plan and the Unsecured Creditor Trust Agreement.

1.91 “**Insurance Trust Interests**” means the uncertificated interests in the Unsecured Creditor Trust representing the rights of Holders of Allowed Insured Tort Claims in Class 8 to receive distributions from the Insurance Trust Assets and the proceeds thereof in accordance with the Unsecured Creditor Trust Agreement.

1.92 “**Insured Tort Claims**” means all Claims held by any Person or Entity against any of the Debtors which allege may be entitled to coverage under any of the Caring Communities Policies, including, but not limited to, claims for wrongful death, personal injury, emotional distress, property damage and economic loss.

1.93 “**Intercompany Claim**” means any Claim against any of the Debtors held by of the Debtors or an Affiliate.

1.94 “**Intercompany Interests**” means any Interest in one Debtor or Affiliate of a Debtor held by another Debtor or Affiliate of a Debtor.

1.95 “**Interest**” means any membership interest in any of the Debtors, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest.

1.96 “**Issuer**” means the Illinois Finance Authority.

1.97 “**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, treaty, duty, requirement, 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).

1.98 “**Lien**” means “lien,” as defined in section 101(37) of the Bankruptcy Code.

1.99 “**Loan Agreements**” means, collectively, (i) that certain Loan Agreement dated as of December 1, 2019, by and between the Issuer and the Lutheran Life Obligated Group, pursuant to which the proceeds of the Series 2019A Bonds were loaned to the Lutheran Life Obligated Group; (ii) that certain Loan Agreement dated as of December 1, 2019, by and between the Issuer and the Lutheran Life Obligated Group, pursuant to which the proceeds of the Series 2019B-1 Bonds were loaned to the Lutheran Life Obligated Group; and (iii) that certain Loan Agreement dated as of December 1, 2019, by and between the Issuer and the Lutheran Life Obligated Group, pursuant to which the proceeds of the Series 2019B-2 Bonds were loaned to the Lutheran Life

Obligated Group (each as amended, restated, supplemented, or otherwise modified from time to time).

1.100 “**Local Rules**” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois, or any other court having jurisdiction over the Chapter 11 Cases.

1.101 “**LHA**” means Lutheran Home for the Aged, Inc., an Illinois non-for-profit corporation.

1.102 “**LHSA**” means Lutheran Home and Services for the Aged, Inc., an Illinois non-for-profit corporation.

1.103 “**LLC**” means Lutheran Life Communities.

1.104 “**LLCF**” means Lutheran Life Communities Foundation.

1.105 “**LLM**” means Lutheran Life Ministries, as Obligated Group Representative under the 2019 Bond Documents and a non-debtor entity.

1.106 “**Lutheran Life Obligated Group**” or “**Obligated Group Debtors**” means, collectively, (i) Lutheran Home and Services for the Aged, Inc.; (ii) Lutheran Home for the Aged, Inc.; (iii) Wittenberg Lutheran Village, Inc.; (iv) Wittenberg Lutheran Village Endowment Corporation; (v) Pleasant View Luther Home, Inc.; and (vi) Luther Oaks, Inc., all Illinois not-for-profit corporations.

1.107 “**Luther Oaks**” means Luther Oaks, Inc. an Illinois not-for-profit corporation.

1.108 “**Manager Pledged Account**” means that certain account #XXXXXXXXXX8970 held in the name of LLC.

1.109 “**Master Trustee**” means UMB Bank, National Association, as successor to Wells Fargo Bank, National Association, as predecessor master trustee under the 2019 Master Indenture.

1.110 “**MIF**” means Mission Investment Fund of the Evangelical Lutheran Church in America.

1.111 “**MIF Guaranty Claim**” means the Claim of MIF against the Non-Obligated Group Debtors arising out of the MIF Loan Documents.

1.112 “**MIF Line of Credit**” means that certain \$5,000,000 line of credit from MIF, evidenced by the Line of Credit Promissory Note dated as of July 2, 2015, made by LHA in favor of MIF, which is secured by the Series 2019C Obligation.

1.113 “**MIF Line of Credit Claim**” means the Claim arising out of and related to the MIF Line of Credit.

1.114 “**MIF Loan Documents**” mean the MIF Subordinated Loan, the subordinate mortgages on each property owned by the Debtors named therein, the guarantees, and all related and ancillary documents thereto

1.115 “**MIF Subordinated Claim**” means the Claim arising out of the MIF Subordinated Note and any ancillary agreements.

1.116 “**MIF Subordinated Loan**” means the loan in the original principal amount of \$15,000,000 made by MIF to each member of the Lutheran Life Obligated Group pursuant to the MIF Subordinated Note.

1.117 “**MIF Subordinated Note**” means that certain Promissory Note dated as of December 9, 2019, made by each member of the Lutheran Life Obligated Group in favor of MIF pursuant to which MIF made the MIF Subordinated Loan.

1.118 “**Non-Obligated Group Debtors**” means, collectively, LLC and LLCF.

1.119 “**Notice of Termination Event**” shall mean the notice to Option Agreement Parties that a Termination Event will occur under the Option Agreement, which notice shall be in substantially similar form as attached as Exhibit 10 to the Disclosure Statement Order.

1.120 “**Obligated Group Debtors**” means, collectively, Debtors LHSA, LHA, Wittenberg, Wittenberg Endowment, Pleasant View and Luther Oaks.

1.121 “**ONB**” means Old National Bank, as successor by merger to First Midwest Bank, the initial purchaser of the Series 2019B-1 Bonds and the Series 2019B-2 Bonds (with its successors and assigns).

1.122 “**Option Agreement**” means the Resident Option Agreement executed simultaneously with a Residency Agreement pursuant to which the Entrance Fee required under the Residency Agreement is deposited into the Entrance Fee Escrow.

1.123 “**Option Agreement Party**” means each of the Residents party to an Option Agreement.

1.124 “**Option Deposits**” means deposits in the amount of the Entrance Fees required under Residency Agreements remitted by Residents to the Escrow Agent for deposit into the Entrance Fee Escrow pursuant to an Option Agreement executed contemporaneously with the applicable Residency Agreement.

1.125 “**Other Priority Claim(s)**” means any Claim, other than an Administrative Claim, Professional Fee Claim or a Priority Tax Claim, which is entitled to priority under section 507(a) of the Bankruptcy Code.

1.126 “**Other Secured Claim(s)**” means any Secured Claim other than a Bond Claim, MIF Subordinated Claim, MIF Line of Credit Claim, or Salt Creek Claim.

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

1.128 “**Petition Date**” means February 4, 2025, the date on which the Debtors filed their voluntary petitions for relief commencing the Chapter 11 Cases.

1.129 “**Plan**” means the Debtors’ Second Amended Joint Chapter 11 Plan of Reorganization, dated as of January 14, 2026, including all exhibits, supplements, appendices, and schedules thereto, either in its present form or as the same may be amended, supplemented, or modified from time to time.

1.130 “**Plan Documents**” means the Plan, the Plan Supplement, and all of the exhibits and schedules attached to each of the foregoing.

1.131 “**Plan Supplement**” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, which may include, without limitation, (i) notice of the selected Unsecured Creditor Trustee; (ii) a list of any particular Retained Causes of Action, if necessary; (iii) a draft of the Unsecured Creditor Trust Agreement; (iv) the 2026 Bond Documents, (v) the LLCF Liquidity Support Agreement, (vi) the 2026 MIF LOC Documents, (vii) the Schedule of Assumed Executory Contracts or Unexpired Leases, and (viii) any other necessary documentation relating to the transactions contemplated in the Plan, which Plan Supplement shall be filed no later than February 3, 2026, with the Debtors having the right to make non-material amendments to all of the Plan Supplement documents and/or exhibits through the Effective Date.

1.132 “**Plan Term Sheet**” means that certain Plan Term Sheet affixed as Schedule 1 to the PSA.

1.133 “**Pleasant View**” means Pleasant View Luther Home, Inc., an Illinois not-for-profit corporation.

1.134 “**Priority Tax Claim**” means any Claim of a Governmental Unit of a kind entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.135 “**Pro Rata**” shall mean the proportion that the amount of a Claim in a particular Class or Classes bears to the aggregate amount of all Claims in such Class or Classes, unless the Plan otherwise provides.

1.136 “**Professionals**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or as of the Effective Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by Final Order pursuant to section 503(b)(4) of the Bankruptcy Code.

1.137 “**Professional Fee Claim**” means any Claim by a Professional for compensation for services rendered or reimbursement of expenses incurred by such Professionals through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

1.138 “**Professional Fee Claim Bar Date**” means the first Business Day that is forty-five (45) days after the Effective Date.

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

1.140 “**PSA**” means that certain Plan Support Agreement dated October 10, 2025, by and between the Debtors, the Master Trustee, the beneficial holders, or investment managers or advisors for such beneficial holders, that are signatories thereto, collectively holding at least 90% of the aggregate principal amount of the Series 2019A Bonds as of the date thereof, and ONB.

1.141 “**Reinstate**,” “**Reinstated**,” or “**Reinstatement**” means with respect to a Claim or Interest, that the Claim or Interest is Unimpaired in accordance with section 1124 of the Bankruptcy Code.

1.142 “**Rejection Claims**” means any Claim arising from or relating to, the rejection of an Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and the *Order Granting Motion of the Debtors for Entry of an Order Approving Procedures for the Rejection, Assumption, or Assumption and Assignment of Executory Contracts and Unexpired Lease in Connection with a Proposed Transaction* [Docket No. 509], as limited, in the case of a rejected Unexpired Lease, by section 502(b)(6) of the Bankruptcy Code.

1.143 “**Rejection Damages Bar Date**” means the date by which Rejection Claims must be Filed, which shall be the latest of: (i) the General Bar Date, (ii) thirty (30) days after the date of the entry of any order authorizing the rejection of the Executory Contract or Unexpired Lease, or (iii) thirty (30) days after the effective date of rejection of such Executory Contract or Unexpired Lease, including pursuant to section 365(d)(4) of the Bankruptcy Code.

1.144 “**Related Party**” means, collectively, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity’s directors, managers, officers, shareholders, participants, successors, assigns (whether by operation of Law or otherwise), subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, investment or fund advisors or managers, employees, agents, trustees, financial advisors, attorneys, accountants, investment bankers, consultants, restructuring advisors, and any such Person’s or Entity’s respective predecessors, successors, assigns, heirs, executors, estates, and nominees.

1.145 “**Released Parties**” means, collectively, and in each case in its capacity as such: (i) each of the Debtors, (ii) each of the Reorganized Debtors, (iii) the Master Trustee, (iv) the Bond Trustee, (v) ONB, (vi) the Supporting Holders (as defined in the PSA); (vii) MIF, (viii) the Committee, (ix) each member of the Committee, (x) the Releasing Parties, (xi) Caring Communities, solely to the extent that the Insurance Settlement Agreement is approved, and (xii) each Related Party of each such Entity in clauses (i) through (xi); *provided* that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases described in ARTICLE VIII.F of the Plan; or (y) timely objects to the releases contained in ARTICLE VIII.F of the Plan and such objection is not resolved before Confirmation.

1.146 “**Releasing Party**” means, collectively, and in each case in its capacity as such: (i) each Debtor, (ii) each of the Reorganized Debtors; (iii) the Master Trustee; (iv) the Bond Trustee; (v) ONB; (vi) MIF; (vii) the Committee; (viii) each member of the Committee; (ix) each of the Supporting Holders (as defined in the PSA), (x) all Holders of Claims that vote to accept the Plan; (xi) all Holders of Claims that are deemed to accept the Plan who do not affirmatively opt out of the releases provided by the 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 Plan; (xii) all Holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (xiii) all Holders of Claims that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot or notice of nonvoting status indicating that they opt not to grant the releases provided in the Plan; (xiv) each Related Party of each Entity in clause (i) through (xiii) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under ARTICLE VIII.F.

1.147 “**Reorganized Debtors**” means the Debtors, as reorganized pursuant to and under the Plan, on and after the Effective Date, or any successors or assigns thereto including by transfer, merger, consolidation, or otherwise, and including any new Entity established in connection with the implementation of the Plan.

1.148 “**Residency Agreements**” means, collectively, those certain agreements entered into by and between a Resident and the applicable Debtor, including all assisted living residency agreements, life care agreements, skilled nursing residency agreements, memory care agreements, and any additional documents related thereto, including any amendments, supplements, or addendums.

1.149 “**Resident**” means a current or former resident of any Community who is a party to a Residency Agreement.

1.150 “**Resident Refund Obligations**” means any Resident refund obligations that, as of the Confirmation Date, are due and owing under the terms of the Residency Agreements, which shall include amounts due and owing to former Residents who are no longer occupying their respective higher level of care units, including any refundable portion of the Entrance Fees due to a Resident, less applicable adjustments. Resident Refund Obligations do not include any Claims by a Resident for any tort or professional liability Claims against the Debtors.

1.151 “**Retained Causes of Action**” shall have the meaning set forth in ARTICLE IV.C of the Plan.

1.152 “**Salt Creek Claim**” means the Allowed Claim of MIF arising under the Salt Creek Note.

1.153 “**Salt Creek Mortgage**” means that certain Mortgage dated November 30, 2006, made and executed and delivered by LLC in favor of MIF covering that certain real property located at 3150 North Salt Creek Lane, Arlington Heights, IL 60004.

1.154 “**Salt Creek Note**” means that certain Promissory Note, dated November 30, 2006, in the original principal amount of \$3,100,000 made by LLC in favor of MIF, which is guaranteed by LHSA and secured by the Salt Creek Mortgage.

1.155 “**Salt Creek Property**” means that certain real property located at 3150 North Salt Creek Lane, Arlington Heights, IL 60004.

1.156 “**Schedules**” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs, if any, filed by each of the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

1.157 “**Schedule of Assumed Executory Contracts and Unexpired Leases**” means any schedule (including any amendments, supplements, or modifications thereto) listing the Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Plan, including (as applicable) a good faith estimate of proposed Cure Claims (if any) with respect thereto.

1.158 “**Secured Claim**” means any Claim against the Debtors: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien was valid, perfected and enforceable on the Petition Date pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estates’ interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed as such pursuant to the Plan.

1.159 “**Security**” means “security,” as defined in section 101(49) of the Bankruptcy Code.

1.160 “**Series 2019 Bonds**” means, collectively, the Series 2019A Bonds, the Series 2019B-1 Bonds and the Series 2019B-2 Bonds.

1.161 “**Series 2019A Bonds**” means the Revenue Bonds, Series 2019A (Lutheran Life Obligated Group) in the original principal amount of \$153,360,000 issued pursuant to the Series 2019A Indenture.

1.162 “**Series 2019A Bond Claim**” means the Claims arising from or related to the Series 2019A Bonds and the Series 2019A Obligation.

1.163 “**Series 2019A Indenture**” means that certain Bond Trust Indenture dated as of December 1, 2019, pursuant to which the Series 2019A Bonds were issued.

1.164 “**Series 2019A Obligation**” means that certain Lutheran Life Ministries Direct Note Obligation, Series 2019A (Illinois Finance Authority) dated December 12, 2019, in the original principal amount of \$153,360,000.

1.165 “**Series 2019B Bond Claim**” means the Claims arising from or related to the Series 2019B-1 Bonds, Series 2019B-2 Bonds, Series 2019B-1 Obligation, Series 2019B-2 Obligation, Series 2019B-3 Obligation and the Series 2019B-4 Obligation.

1.166 “**Series 2019B-1 Bonds**” means the Variable Rate Revenue Refunding Bonds, Series 2019B-1 (Lutheran Life Obligated Group) in the original principal amount of \$659,012 issued pursuant to the Series 2019B-1 Indenture.

1.167 “**Series 2019B-1 Obligation**” means that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-1 (Illinois Finance Authority) dated December 12, 2019, in the original principal amount of \$659,012.

1.168 “**Series 2019B-1 Indenture**” means that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by the First Supplemental Bond Trust Indenture dated December 1, 2022, pursuant to which the Series 2019B-1 Bonds were issued.

1.169 “**Series 2019B-2 Obligation**” means that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-2 (Illinois Finance Authority) dated December 12, 2019, in the original principal amount of \$24,064,870.

1.170 “**Series 2019B-2 Bonds**” means the Variable Rate Revenue Refunding Bonds, Series 2019B-2 (Lutheran Life Obligated Group) in the original principal amount of \$24,064,870 issued pursuant to the Series 2019B-2 Indenture.

1.171 “**Series 2019B-2 Indenture**” means that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by the First Supplemental Bond Trust Indenture dated December 1, 2022, pursuant to which the Series 2019B-2 Bonds were issued.

1.172 “**Series 2019B-3 Obligation**” means that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-3 (First Midwest Bank-Series 2019B-1 Continuing Covenants Agreement).

1.173 “**Series 2019B-4 Obligation**” means that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-4 (First Midwest Bank-Series 2019B-2 Continuing Covenants Agreement).

1.174 “**Series 2019C Obligation**” means that certain Direct Note Obligation, Series 2019C (Mission Investment Fund), in the original principal amount of \$5,000,000.

1.175 “**Series 2026 Bonds**” means the Series 2026A Bonds and the 2026B Bonds

1.176 “**Series 2026A Bonds**” means the Revenue Bonds, Series 2026A (Lutheran Life Obligated Group) in the original principal amount of approximately \$160,000,000³ issued pursuant to the Series 2026A Indenture.

1.177 “**Series 2026A Indenture**” means that certain Bond Trust Indenture dated as of the Effective Date, pursuant to which the Series 2026A Bonds will be issued.

³ Principal amount to be determined based on the amount of accrued interest outstanding with respect to the Series 2019A Bonds on the Effective Date.

1.178 “**Series 2026B Bonds**” means the Revenue Bonds, Series 2026B (Lutheran Life Obligated Group) in the original principal amount of approximately \$25,500,000⁴ issued pursuant to the Series 2026B Indenture.

1.179 “**Series 2026B Indenture**” means that certain Bond Trust Indenture dated as of the Effective Date, pursuant to which the Series 2026B Bonds will be issued.

1.180 “**Stretto**” means Stretto, Inc., employed by the Debtor in the Chapter 11 Cases pursuant to (i) the *Order Authorizing and Approving the Appointment of Stretto Inc., as Claims and Noticing Agent to the Debtors and (II) Granting Related Relief* [Docket No. 167], and (ii) the *Order Granting Application of Debtors to Employ Stretto Inc. as Administrative Advisor for the Debtors Effective as of February 4, 2025* [Docket No. 177].

1.181 “**Unclaimed Distributions**” means a Distribution that is not claimed by a Holder of an Allowed Claim on or prior to the Unclaimed Distribution Deadline.

1.182 “**Unclaimed Distribution Deadline**” means the first Business Day that is six (6) months after the Effective Date.

1.183 “**Unexpired Lease**” means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

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

1.185 “**Unsecured Creditor Trust**” means the trust described in ARTICLE IV.B of the Plan.

1.186 “**Unsecured Creditor Trust Agreement**” means the agreement between the Debtors and the Unsecured Creditor Trustee to be entered into as of the Effective Date, substantially in the form set forth in the Plan Supplement, as may be amended and supplemented from time to time, with such final form being acceptable to the Committee.

1.187 “**Unsecured Creditor Trust Assets**” means the General Unsecured Trust Assets and the Insurance Trust Assets.

1.188 “**Unsecured Creditor Trust Expenses**” means reasonable and documented out-of-pocket fees, costs and expenses incurred by the Unsecured Creditor Trust or the Unsecured Creditor Trustee (or any professional or other Person retained by the Unsecured Creditor Trustee in administering the Unsecured Creditor Trust) on or after the Effective Date in connection with any of their respective duties under the Plan and the Unsecured Creditor Trust Agreement, including any administrative fees, attorneys’ fees and expenses, insurance fees, taxes and escrow expenses, all as further set forth in the Unsecured Creditor Trust Agreement.

⁴ Principal amount to be determined based on the amount of accrued interest outstanding with respect to the Series 2019B-1 Bonds and Series 2019B-2 Bonds on the Effective Date.

1.189 “*Unsecured Creditor Trust Interests*” means the General Unsecured Trust Interests and the Insurance Trust Interests.

1.190 “*Unsecured Creditor Trustee*” means the Person identified as such in the Plan Supplement or other filing with the Bankruptcy Court, and retained as of the Effective Date pursuant to the terms of the Unsecured Creditor Trust Agreement, as the fiduciary responsible for implementing the applicable provisions of the Plan and the Unsecured Creditor Trust Agreement, and any successor thereto appointed, pursuant to the Unsecured Creditor Trust Agreement.

1.191 “*U.S. Trustee*” means the Office of the United States Trustee for the Northern District of Illinois.

1.192 “*U.S. Trustee Fees*” means all fees and charges assessed against the Estate of the Debtor under 28 U.S.C. § 1930.

1.193 “*Voting Agent*” means Stretto, in its capacity as administrative advisor to the Debtors, which includes services as solicitation and tabulation agent.

1.194 “*Voting Classes*” means Classes 2A, 2B, 3, 5A, 5B, 7A, and 8 under the Plan.

1.195 “*Voting Deadline*” means the deadline to vote to accept or reject the Plan set forth in the Disclosure Statement or an order of the Bankruptcy Court, as such deadline may be extended or modified from time to time.

1.196 “*Voting Record Date*” means the date for determining which Holders in the Voting Classes are entitled to receive the Disclosure Statement and to vote to accept or reject the Plan, and, such date shall be the date the Disclosure Statement Hearing is concluded.

1.197 “*Wittenberg*” means Wittenberg Lutheran Village, Inc.

1.198 “*Wittenberg Endowment*” means Wittenberg Lutheran Village Endowment Corporation.

B. Interpretation: Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. A term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, any reference in the Plan to an existing document, exhibit, or schedule means such document, exhibit, or schedule as it may have been amended, restated, revised, supplemented, or otherwise modified. If a time or date is specified for any payments or other Distribution under the Plan, it shall mean on or as soon as reasonably practicable thereafter. Further, where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is

stated and each stated pronoun is gender neutral. In the event of any ambiguity or conflict between the Plan and the Disclosure Statement, the provisions of the Plan shall govern.

C. Computation of Time.

In computing any period of time prescribed or allowed by the terms of the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein.

D. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the Plan shall control. In the event of an inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors or Reorganized Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

ARTICLE II. TREATMENT OF ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, OPTION AGREEMENTS AND U.S. TRUSTEE FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in ARTICLE III of the Plan.

A. Administrative Expense Claims.

To be eligible to receive Distributions under the Plan on account of an Administrative Expense Claim that is not otherwise Allowed by the Plan, requests for payment of Administrative Expense Claims must be Filed no later than the applicable Administrative Expense Bar Date. Holders of Administrative Expense Claims that do not File requests for the allowance and payment on or before the applicable Administrative Expense Bar Date shall be forever barred from asserting such Administrative Expense Claims against the Debtors, the Estates or the Reorganized Debtors.

Except to the extent that, prior to the Effective Date, the Debtors and a Holder of an Allowed Administrative Expense Claim agree to less favorable treatment or an Allowed Administrative Expense Claim has been paid by the Debtors prior to the Effective Date, in full and final satisfaction, settlement, and release of and in exchange for each Allowed Administrative

Expense Claim, each Holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash (i) if such Allowed Administrative Claim is based on liabilities that the Debtors incurred in the ordinary course of business after the Petition Date, on the Effective Date or in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Expense Claim, in the Debtors' discretion, and without any further action by any holder of such Allowed Administrative Expense Claim; (ii) if such Allowed Administrative Expense Claim is due on the Effective Date, or, if such Allowed Administrative Expense Claim is not due as of the Effective Date, on the date that such Allowed Administrative Expense Claim becomes due or as soon as reasonably practicable thereafter; (iii) if an Administrative Expense Claim is not Allowed as of the Effective Date, on the date that is no later than thirty (30) days after the date on which an order allowing such Administrative Expense Claim becomes a Final Order of the Bankruptcy Court or as soon as reasonably practicable thereafter; or (iv) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

B. Professional Fee Claims.

All Professionals requesting payment or satisfaction of Professional Fee Claims for services rendered before the Effective Date (including compensation requested by any Professional or other entity for making a substantial contribution in the Chapter 11 Cases) shall File an application for final allowance of compensation and reimbursement of expenses no later than the Professional Fee Claims Bar Date.

The Final Fee Hearing shall be held as soon as practicable after the Professional Fee Claims Bar Date. The Debtors, through their counsel, shall File a combined notice of the Final Fee Hearing for all Professionals. Such notice shall also be posted on the Case Website, and served upon counsel for the Committee, counsel for Master Trustee, all affected Professionals, the U.S. Trustee, and all parties on the Debtors' Bankruptcy Rule 2002 service list.

Allowed Professional Fee Claims shall be paid: (i) as soon as is reasonably practicable following the later of (a) the Effective Date and (b) the date upon which the order relating to any such Allowed Professional Fee Claims is entered by the Bankruptcy Court; or (ii) upon such other terms as agreed by the Holder of such an Allowed Professional Fee Claims. Allowed Professional Fee Claims shall be paid in full in Cash by the Debtors or the Reorganized Debtors, as applicable.

C. Option Agreement Parties.

Prior to the Confirmation Date, each Option Agreement Party shall be provided with a Notice of Termination Event, which shall provide such party notice of (i) the occurrence of a Termination Event (as defined under the Option Agreement); (ii) the deadline by which such Option Agreement Party must submit a request to the applicable Obligated Group Debtor to terminate their Residency Agreement and refund their Option Deposit (the "Refund Request Deadline"); (iii) the Escrow Termination Date (which will be the Effective Date of the Plan); and (iv) the deadline to object to confirmation of the Plan.

Notwithstanding anything to the contrary in an Option Agreement or the Escrow Agreement, those Option Agreement Parties who do not timely submit a refund request by the

Refund Request Deadline, in the form attached to the Notice of Termination Event, shall be deemed to have consented to (i) the automatic termination of their Option Agreement as of the Effective Date; (ii) the release of all funds by the Escrow Agent to the Debtors; and (iii) treatment of the Option Deposit as provided in paragraph 7 of the Option Agreement. On the Effective Date, all funds held by the Escrow Agent that are not subject to a pending refund request shall be released to the Obligated Group Debtors for use as provided for in the Plan.

D. Priority Tax Claims.

Except to the extent that the Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment with the applicable Debtors, each Holder of an Allowed Priority Tax Claim will receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Priority Tax Claim an amount of Cash equal to the full unpaid amount of such Allowed Tax Claim on (a) the Effective Date, or (b) the first Business Day after the date which is thirty (30) days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is reasonably practicable.

The Reorganized Debtors shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time on or after the Effective Date without premium or penalty.

E. U.S. Trustee Fees.

All U.S. Trustee Fees that are due and payable on or prior to the Effective Date shall be paid by the Debtors on or before the Effective Date in accordance with section 1129(a)(12) of the Bankruptcy Code. After the Effective Date, until the earliest of the Chapter 11 Cases being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code, the Unsecured Creditor Trustee shall pay any and all statutory quarterly fees due pursuant to 28 U.S.C. § 1930 when due and payable, and shall File with the Bankruptcy Court quarterly reports in the form of UST Form 11-PCR; provided that the Reorganized Debtors shall be responsible for any and all U.S. Trustee Fees due and payable after the Effective Date to the extent such fees are on account of or relate to payments, Distributions or transfers made by the Debtors or Reorganized Debtors and shall remit to the Unsecured Creditor Trust an amount in cash equal to such fees on or before two (2) Business Days before such fees become due.

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Deemed Substantive Consolidation.

The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order deeming the substantive consolidation of (i) the Obligated Group Debtors' Estates into a single Estate for certain limited purposes related to the Plan, including voting and Distributions and (ii) the Non-Obligated Group Debtors' Estates into single Estate (separate from the estate comprised of the Obligated Group Debtors' Estates) for certain limited purposes related to the Plan, including voting and Distributions, all as provided further in the Plan. As a result of the deemed substantive consolidation of the Estates, each Class of Claims will be treated as a Class

for all consolidated Estates without regard to the separate legal existence of the applicable Debtors. The Plan will not result in the merger or otherwise affect the separate legal existence of each Debtor, other than with respect to voting and Distribution rights under the Plan.

B. Treatment of Claims and Interests Under the Plan.

Pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code, Claims and Interests are classified for all purposes, including, without express or implied limitation, voting, confirmation and distribution pursuant to the Plan, as set forth herein. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving Distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

Except to the extent that the applicable Debtor and a Holder of an Allowed Claim or Allowed Interest, as applicable, agree in writing to less favorable treatment for such Allowed Claim or Allowed Interest, as applicable, such Holder shall receive under the Plan the treatment described below and set forth in ARTICLE III of the Plan in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon thereafter as reasonably practicable.

The following table designates the Classes of Claims and Interests in the Debtors and specifies which of those Classes are: (i) Impaired or Unimpaired; (ii) entitled to vote to accept or reject the Plan; and (iii) deemed to accept or reject the Plan.

| Class | Estimated Allowed Claims ⁵ | Treatment & Voting Rights |
|---|---------------------------------------|------------------------------|
| Class 1A – Other Priority Claims of the Obligated Group Debtors | \$1,093,090 | Unimpaired, deemed to accept |
| Class 1B – Other Priority Claims of the Non-Obligated Group Debtors | \$210,228 | Unimpaired, deemed to accept |
| Class 2A – Series 2019A Bond Claims | \$152,745,234 ⁶ | Impaired, entitled to vote |
| Class 2B – Series 2019B Bond Claims | \$24,379,190 ⁷ | Impaired, entitled to vote |

⁵ These amounts represent estimated Allowed Claims, and do not represent amounts actually asserted by creditors in Proofs of Claim or otherwise. The Debtors have not completed their review and analysis of all Claims in the Chapter 11 Cases, and objections to such Claims have not been Filed and/or fully litigated and may continue following the Effective Date. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. Rather, the actual amount of the Allowed Claims may be greater or lower than estimated.

⁶ Class 2A Claims will be Allowed in an amount that accounts for accrued and unpaid interest with respect to the Series 2019A Bonds through the Effective Date.

⁷ Class 2B Claims will be Allowed in an amount that accounts for accrued and unpaid interest with respect to the Series 2019B-1 Bonds and Series 2019B-2 Bonds through the Effective Date.

| Class | Estimated Allowed Claims ⁵ | Treatment & Voting Rights |
|---|---------------------------------------|-------------------------------|
| Class 3 – MIF Line of Credit Claim | \$4,339,795 | Impaired, entitled to vote |
| Class 4 – Salt Creek Claim | \$1,241,032 | Unimpaired, deemed to accept |
| Class 5A – MIF Subordinated Claim Against the Obligated Group Debtors | \$7,231,276 | Impaired, entitled to vote |
| Class 5B – MIF Guaranty Claim Against the Non-Obligated Group Debtors | \$7,231,276 | Impaired, entitled to vote |
| Class 6A – Other Secured Claims Against the Obligated Group Debtors | \$0 | Unimpaired, deemed to accept |
| Class 6B – Other Secured Claims Against the Non-Obligated Group Debtors | \$0 | Unimpaired, deemed to accept |
| Class 7A – General Unsecured Claims against the Obligated Group Debtors | \$2,617,057 | Impaired, entitled to vote |
| Class 7B – General Unsecured Claims against the Non-Obligated Group Debtors | \$32,425 | Unimpaired, deemed to accept |
| Class 8- Insured Tort Claims | Unliquidated | Impaired, entitled to vote |
| Class 9 – Resident Refund Obligations | \$8,013,236 | Unimpaired, deemed to accept |
| Class 10 – Intercompany Claims | \$13,409,143 | Impaired, deemed to reject |
| Class 11 – Intercompany Interests | N/A | Reinstated, deemed to accept. |

Each Holder of an Allowed Claim or Allowed Interest shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest except to the extent different treatment is agreed to in writing by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with such Claim's terms in the ordinary course of business) or as soon as reasonably practicable thereafter.

III.1 **Class 1A —Other Priority Claims Against the Obligated Group Debtors.**

Class 1A is Unimpaired and deemed to accept the Plan and, thus, is not entitled to vote on the Plan. This Class consists of all Allowed Other Priority Claims asserted against the Obligated Group Debtors, if any such Claims still exist as of the Effective Date. Each Allowed Other Priority Claim in Class 1A shall be in a separate subclass. Except to the extent that a Holder of an Allowed Other Priority Claim and the Obligated Group Debtors agree in writing to less favorable treatment of such Holder's Allowed Other Priority Claim, on the Effective Date, each Holder of an Allowed Other Priority Claim shall receive, in full and complete satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Other Priority Claim: (a) payment in full, in Cash, on

the later of (i) the Effective Date; or (ii) the date such Other Priority Claim is Allowed; (b) payment in the ordinary course of business between the Obligated Group Debtors and the Holder of such Allowed Other Priority Claim; or (c) payment at such time and upon other terms as the Obligated Group Debtors and the Holder of such Allowed Other Priority Claim may agree.

III.2 **Class 1B —Other Priority Claims Against the Non-Obligated Group Debtors.** Class 1B is Unimpaired and deemed to accept the Plan and, thus, is not entitled to vote on the Plan. This Class consists of all Allowed Other Priority Claims asserted against the Non-Obligated Group Debtors, if any such Claims exist as of the Effective Date. Each Allowed Other Priority Claim in Class 1B shall be in a separate subclass. Except to the extent that a Holder of an Allowed Other Priority Claim and the Non-Obligated Group Debtors agree in writing to less favorable treatment of such Holder's Allowed Other Priority Claim, on the Effective Date, each Holder of an Allowed Other Priority Claim shall receive, in full and complete satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Other Priority Claim: (a) payment in full, in Cash, on the later of (i) the Effective Date; or (ii) the date such Other Priority Claim is Allowed; (b) payment in the ordinary course of business between the Non-Obligated Group Debtors and the Holder of such Allowed Other Priority Claim; or (c) payment at such time and upon other terms as the Non-Obligated Group Debtors and the Holder of such Allowed Other Priority Claim may agree.

III.3 **Class 2A —Series 2019A Bond Claim.** Class 2A is Impaired and entitled to vote on the Plan. This Class consists of the Series 2019A Bond Claim. The Master Trustee shall have an Allowed Class 2A Series 2019A Bond Claim in the amount of \$152,745,234.⁸ Upon the terms and subject to the conditions set forth in the Plan, in full and final satisfaction, settlement, release, and discharge of the Allowed Series 2019A Bond Claim, the Obligated Group Debtors shall, on the Effective Date, (i) execute the 2026 Bond Documents and issue the Series 2026 Bonds in accordance with the terms thereof; (ii) pay to the Master Trustee, for the benefit of the holders of the Series 2019 Bonds, all of the accrued and unpaid interest due on the Series 2019A Bonds through the Effective Date, which shall be paid from the balance of the funds in the Entrance Fee Escrow after making payments from the Entrance Fee Escrow in accordance with ARTICLE III.B.III.14 of the Plan. To the extent there are insufficient funds in the Entrance Fee Escrow to pay the accrued interest in full or as separately agreed to by the Master Trustee and the Obligated Group Debtors, such accrued interest shall be capitalized and added to the principal of the Series 2026 Bonds with accrued interest on the Series 2019A Bonds being capitalized as principal on the Series 2026A Bonds. In addition, on the Effective Date, the Obligated Group Debtors shall pay any accrued and unpaid reasonable fees and expenses of the Master Trustee and holders of the Series 2019A Bonds (including attorneys' fees) without the need for the Master Trustee or the holders of the Series 2019A Bonds to file any application or obtain an order of the Bankruptcy Court.

III.4 **Class 2B —Series 2019B Bond Claim.** Class 2B is Impaired and entitled to vote on the Plan. This Class consists of the Series 2019B Bond Claim. The Master Trustee shall have an Allowed Series 2019B Bond Claim, on behalf of the direct holders of the Series 2019B

⁸ Class 2A Claims will be Allowed in an amount that accounts for accrued and unpaid interest with respect to the Series 2019A Bonds through the Effective Date.

Bonds, in the amount of \$24,379,191.⁹ Upon the terms and subject to the conditions set forth in the Plan, in full and final satisfaction, settlement, release, and discharge of the Allowed Series 2019B Bond Claim, the Obligated Group Debtors shall, on the Effective Date, (i) execute the 2026 Bond Documents and issue the Series 2026 Bonds in accordance with the terms thereof; (ii) pay to the Master Trustee, for the benefit of the holders of the Series 2019B Bonds, all of the accrued and unpaid interest due on the Series 2019B Bonds through the Effective Date, which shall be paid from the balance of the funds in the Entrance Fee Escrow after making payments from the Entrance Fee Escrow in accordance with ARTICLE III.B.III.14 of the Plan. To the extent there are insufficient funds in the Entrance Fee Escrow to pay the accrued interest in full or as separately agreed to by the Master Trustee and the Obligated Group Debtors, such accrued interest shall be capitalized and added to the principal of the Series 2026B Bonds with accrued interest on the Series 2019B Bonds being capitalized as principal on the Series 2026B Bonds. In addition, on the Effective Date, the Obligated Group Debtors shall pay any accrued and unpaid reasonable fees and expenses of the Master Trustee and holders of the Series 2019 Bonds (including attorneys' fees) without the need for the Master Trustee or the holders of the Series 2019 Bonds to file any application or obtain an order of the Bankruptcy Court.

III.5 **Class 3 – MIF Line of Credit.** Class 3 is Impaired and entitled to vote on the Plan. This Class consists of the MIF Line of Credit Claim. MIF shall have an Allowed MIF Line of Credit Claim in the amount of \$4,339,795. In full and final satisfaction of the Allowed MIF Line of Credit Claim, the Obligated Group Debtors shall, on the Effective Date, execute the 2026 MIF LOC Documents.

III.6 **Class 4 – Salt Creek Claim.** Class 4 is Unimpaired and deemed to accept the Plan and, thus, is not entitled to vote on the Plan. This Class consists of the Salt Creek Claim held by MIF. MIF shall have an Allowed Salt Creek Claim in the amount of \$1,241,061.63 against LLC. Except to the extent that MIF agrees to less favorable treatment, in full and final satisfaction of the Salt Creek Claim, MIF shall receive (i) the proceeds from the sale of the Salt Creek Property to a purchaser pursuant to an executed purchase and sale agreement, which agreement shall be an exhibit to the Plan Supplement, and (ii) a cash payment, if necessary, in an amount sufficient to satisfy the Salt Creek Claim in full after application of the sale proceeds, with such amount being treated and paid as an Allowed Class 7B Claim. MIF shall receive the proceeds from such sale and any necessary cash payment on the later of (x) the Effective Date or (y) the date upon which such sale closes in accordance with the terms of the purchase and sale agreement.

III.7 **Class 5A – MIF Subordinated Claim Against the Obligated Group Debtors.** Class 5A is Impaired and entitled to vote on the Plan. This Class consists of the MIF Subordinated Claim against the Obligated Group Debtors. MIF shall have an Allowed MIF Subordinated Claim against the Obligated Group Debtors in the amount of \$7,231,276. In full and final satisfaction of the MIF Subordinated Claim against the Obligated Group Debtors, on the Effective Date, MIF shall receive (i) the balance of funds in the Foundation Pledged Account and the Manager Pledged Account as provided in ARTICLE III.8 of the Plan and (ii) one or more cash payments in an aggregate amount not to exceed \$800,000 from the Obligated Group Debtors and/or the Non-Obligated Group Debtors. In addition, MIF shall waive and release any and all

⁹ Class 2B Claims will be Allowed in an amount that accounts for accrued and unpaid interest with respect to the Series 2019B-1 Bonds and Series 2019B-2 Bonds through the Effective Date.

claims, interests, liens, encumbrances, rights and set-off privileges against any of the Debtors, Reorganized Debtors, and Lutheran Life Ministries, including with respect to any and all accounts of the Debtors or Reorganized Debtors, other than the Foundation Pledged Account and the Manager Pledged Account, in which MIF has or could assert an interest; including, without limitation, those certain investment accounts ending -7476 and -3622.

III.8 **Class 5B – MIF Guaranty Claim Against Non-Obligated Group Debtors.**

Class 5B is Impaired and entitled to vote on the Plan. This Class consists of the MIF Subordinated Claim against the Non-Obligated Group Debtors. MIF shall have an Allowed MIF Subordinated Claim against the Non-Obligated Group Debtors in the amount of \$7,231,276. In full and final satisfaction of the Class 5B Claim, on the Effective Date, MIF shall receive: (i) all funds in the Foundation Pledged Account and the Manager Pledged Account and (ii) one or more cash payments in an aggregate amount not to exceed \$800,000 from the Non-Obligated Group Debtors and/or the Obligated Group Debtors. In addition, MIF shall waive and release any and all claims, interests, liens, encumbrances, rights and set-off privileges against any of the Debtors, Reorganized Debtors, and Lutheran Life Ministries, including with respect to any and all accounts of the Debtors or Reorganized Debtors, other than the Foundation Pledged Account and the Manager Pledged Account, in which MIF has or could assert an interest; including, without limitation, those certain investment accounts ending -7476 and -3622.

III.9 **Class 6A — Other Secured Claims Against the Obligated Group Debtors.**

Class 6A is Unimpaired and deemed to accept the Plan and, thus, is not entitled to vote on the Plan. Except to the extent that a Holder of an Allowed Other Secured Claim and the Obligated Group Debtors agree in writing to less favorable treatment of its Allowed Other Secured Claim, on the Effective Date, each Holder of an Allowed Other Secured Claim against the Obligated Group Debtors shall receive, in full and complete satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Other Secured Claim against the Obligated Group Debtors: (a) payment in full, in Cash, of the unpaid portion of its Allowed Other Secured Claim on the following: (i) if such Allowed Other Secured Claim is Allowed as of the Effective Date, the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, the date such Allowed Other Secured Claim becomes due and payable, or as soon thereafter as is reasonably practicable); and (ii) if such Allowed Other Secured Claim is not Allowed as of the Effective Date, the date such Other Secured Claim is Allowed or as soon as reasonably thereafter practicable; (b) a Distribution of such Collateral securing the Other Secured Claim; (c) a Distribution of the proceeds of the sale or disposition of such Collateral securing the Other Secured Claim; and (d) such other treatment as the Obligated Group Debtors and the Holder of such Allowed Other Secured Claim may agree.

III.10 **Class 6B — Other Secured Claims Against the Non-Obligated Group Debtors.** Class 6B is Unimpaired and deemed to accept the Plan and, thus, is not entitled to vote on the Plan. Except to the extent that a Holder of an Allowed Other Secured Claim against the Non-Obligated Group Debtors and the Non-Obligated Group Debtors agree in writing to less favorable treatment of its Allowed Other Secured Claim, on the Effective Date, each Holder of an Allowed Other Secured Claim against the Non-Obligated Group Debtors shall receive, in full and complete satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Other Secured Claim: (a) payment in full, in Cash, of the unpaid portion of its Allowed Other Secured Claim on the following: (i) if such Allowed Other Secured Claim is Allowed as of the Effective

Date, the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, the date such Allowed Other Secured Claim becomes due and payable, or as soon thereafter as is reasonably practicable); and (ii) if such Allowed Other Secured Claim is not Allowed as of the Effective Date, the date such Other Secured Claim is Allowed or as soon as reasonably thereafter practicable; (b) a Distribution of such Collateral securing the Other Secured Claim; (c) a Distribution of the proceeds of the sale or disposition of such Collateral securing the Other Secured Claim; and (d) such other treatment as the Non-Obligated Group Debtors and the Holder of such Allowed Other Secured Claim may agree.

III.11 **Class 7A—General Unsecured Claims Against Obligated Group Debtors.**

Class 7A is Impaired and entitled to vote on the Plan. This Class consists of all General Unsecured Claims against Obligated Group Debtors. Each Holder of a Class 7A claim shall receive its Pro Rata share of the General Unsecured Trust Interests to be distributed upon the terms and in accordance with the Unsecured Creditor Trust Agreement.

III.12 **Class 7B—General Unsecured Claims Against Non-Obligated Group Debtors.** Class 7B is Unimpaired and not entitled to vote on the Plan. This Class consists of all General Unsecured Claims against Non-Obligated Group Debtors. On the Effective Date (or as soon thereafter as practicable), each Holder of a Class 7B claim shall receive payment in Cash in the amount of its Allowed General Unsecured Claim Against Non-Obligated Group Debtors.

III.13 **Class 8 – Insured Tort Claims.** Class 8 is Impaired and entitled to vote on the Plan. This Class consists of all Insured Tort Claims against the Debtors. Tort Claims in Class 8 shall be treated in accordance with one of the following alternatives:

(1) If the Bankruptcy Court approves an Insurance Settlement Agreement on or before the Effective Date, each Holder of an Insured Tort Claim in Class 8 shall receive, in full satisfaction, settlement, release and discharge of and in exchange for its Claim, its Pro Rata share of the Insurance Trust Interests to be distributed upon the terms and in accordance with the Unsecured Creditor Trust Agreement. In no event shall a Holder of an Insured Tort Claim be entitled to any other or further recovery from or against any of the Debtors, the Unsecured Creditor Trust, or Caring Communities or any of their respective property or assets; or

(2) If the Bankruptcy Court does not approve an Insurance Settlement Agreement on or before the Effective Date, then (A) no Insurance Trust Assets shall be contributed to the Unsecured Creditor Trust and no Insurance Trust Interests shall be distributed to Holders of Insured Tort Claim in Class 8, (B) any terms of this Plan that reference the Insurance Settlement Agreement, the Insurance Trust Assets, or the Insurance Trust Interests shall be of no force and effect, and (C) notwithstanding the injunction contained in Section VIII.C of the Plan and the Plan Confirmation Order, sixty (60) days after the Effective Date (or such later date as determined by the Bankruptcy Court following notice and a hearing), Holders of Insured Tort Claims in Class 8 shall be permitted to pursue their Insured Tort Claims against the Obligated Group Debtors solely to the extent of available insurance, if any, and solely to obtain a judgment that can be enforced against available insurance. In no event shall a holder of an Insured Tort Claim in Class 8 be entitled to any

other or further recovery from or against any of the Debtors, the Reorganized Debtors, or the Unsecured Creditor Trust, or any of their respective property or assets.

III.14 **Class 9 – Resident Refund Obligations.** Class 9 is Unimpaired and not entitled to vote. This Class consists of all Resident Refund Obligations against the Obligated Group Debtors. On the Effective Date (or as soon thereafter as practicable), in full and final satisfaction of such Claim, each Holder of an Allowed Resident Refund Obligation shall be paid in full in Cash from the Entrance Fee Escrow.

III.15 **Class 10 — Intercompany Claims.** Class 10 is Impaired and not entitled to vote to accept or reject the Plan. This Class consists of Intercompany Claims between the Debtors. There will be no Distribution on account of its Intercompany Claim(s).

III.16 **Class 11 – Intercompany Interests.** Class 11 is Unimpaired and deemed to accept the Plan. This Class consists of the Interests in each Debtor. There will be no Distribution on account of any Interests and all Interests will remain in place and full force and effect on the Effective Date.

C. Special Provisions Governing Unimpaired Claims.

Except as otherwise provided in the Plan or the Plan Supplement, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim or Interest, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim or Interest. Unless otherwise Allowed, Claims that are Unimpaired shall remain Disputed Claims under the Plan.

D. Elimination of Vacant Classes.

Any Class of Claims or Interest that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court in any amount greater than zero as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Acceptance or Rejection of the Plan.

III.1 **Acceptance by an Impaired Class.** In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims or Interest shall have accepted the Plan if the Plan is accepted by the holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims or Allowed Interests of such Class that have timely and properly voted to accept or reject the Plan.

III.2 **Presumed Acceptance of the Plan.** Classes 1A, 1B, 4, 6A, 6B, 7B, 9 and 11 are not Impaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. If a Class contains Claims eligible to

vote on the Plan and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Holders of such Claims in such Class shall be deemed to have accepted the Plan.

III.3 **Presumed Rejection of the Plan.** Class 10 is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

III.4 **Voting Class.** Classes 2A, 2B, 3, 5A, 5B, 7A, and 8 are entitled to vote to accept or reject the Plan.

F. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective Distributions and treatments under the Plan take into account the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. For purposes of Bankruptcy Rule 7001(8), the Plan provides for subordination. The Unsecured Creditor Trustee or the Reorganized Debtors, as applicable and as set forth herein, shall have the right to request subordination of any Claim in accordance with any contractual, legal, or equitable subordination relating thereto under the Bankruptcy Code. Subordinated Claims shall not receive a Distribution under the Plan until any and all senior Allowed Claims are paid in full.

G. Cramdown and No Unfair Discrimination.

If all applicable requirements for confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code except subsection (8) thereof, the Debtor intends to request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code on the bases that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Interests that is Impaired hereunder, and has not accepted or is deemed to reject, the Plan.

ARTICLE IV. MEANS FOR IMPLEMENTATION AND EFFECTIVE DATE OF THE PLAN

A. Restructuring Transaction.

IV.1 **Bond Transactions.**¹⁰ Consistent with the Plan Term Sheet, on the Effective Date, the Obligated Group Debtors shall execute the 2026 Bond Documents and effectuate the related bond restructuring, which shall include the exchange of the Series 2019A Bonds for the Series 2026A Bonds, the Series 2019B-1 Bonds and the Series 2019-B2 Bonds for the Series 2026B Bonds and the execution of the 2026 MIF LOC Documents. As specified in the 2026 Bond Documents, the Series 2026A Bonds shall (i) be issued in an original principal amount equal to the outstanding principal and accrued interest, as of the Effective Date, on the Series

¹⁰ The summary of the relevant terms of the 2026 Bond Documents is provided for the convenience. To extent of any conflict between this summary, the Plan or the 2026 Bond Documents, the 2026 Bond Documents shall control; *provided*, however, that to the extent the 2026 Bond Documents are inconsistent with the terms set forth under the PSA, the impacted parties, including ONB and the Master Trustee, shall have provided written consent.

2019A Bonds, (ii) have a term of twenty-nine (29) years, (iii) accrue interest at a rate of 6.500% per annum, (iv) provide for interest to be tax exempt for federal income tax purposes and (v) require interest only payments for the first four (4) years, with annual principal payments commencing thereafter (commencing on the second interest payment date after the interest-only period) with such annual principal payments being based on a 25-year amortization schedule. Similarly, the Series 2026B Bonds shall (i) be issued in an original principal amount equal to the outstanding principal and accrued interest, as of the Effective Date, on the Series 2019B Bonds, (ii) have a mandatory tender date of December 12, 2034, (iii) accrue interest based on the same Private Placement Floating Rate (as defined in the Series 2019B Indentures) formulas applicable to the Series 2019B Bonds, but with a 1% increase to the Applicable Spread (as defined in the Series 2019B Indentures); (iv) provide for interest to be tax exempt for federal income tax purposes, (v) require interest only payments for the first four (4) years, with annual principal payments commencing thereafter (commencing on the second interest payment date after the interest-only period) with such annual principal payments being based on a 25-year amortization schedule and (vi) be subject to an Additional Covenants Agreement on substantially the same terms as the Series 2019B Covenants Agreement, except to the extent such terms are expressly modified by the Plan Term Sheet. The obligations under the 2026 Bond Documents shall be secured by a first lien on substantially all of the assets of the Obligated Group Debtors, including, without limitation, all assets subject to liens under the 2019 Master Indenture, the right to receive gross revenue and investment property. The obligations under and with respect to the Series 2026B Bonds shall be further secured by the Pledged Account as a result of the amended and restated agreement in favor of holders of the Series 2026B Bonds, which will replace the existing Assignment of Deposit Account, dated February 28, 2018.

IV.2 **Liquidity Support.** On the Effective Date, and contemporaneously with the execution of the Series 2026 Bonds, LLCF shall enter into a liquidity support agreement providing for, among other customary terms, a funded liquidity support facility for the benefit of the Lutheran Life Obligated Group in the amount of \$2,000,000. LLCF will further commit to invest additional resources, as deemed necessary by the board of the LLCF, to support the growth initiatives of the Obligated Group Debtors, including, without limitation, development of cottages at certain of the Communities. For the avoidance of doubt, none of the assets of the LLCF, including any and all investment accounts, shall be collateral securing the Series 2026 Bonds.

B. Unsecured Creditor Trust. Upon the Effective Date, the Unsecured Creditor Trust will be formed, into which the Unsecured Creditor Trust Assets shall be transferred. For the avoidance of doubt, any claims the Debtors may have against Master Trustee, ONB, or any holder of the Series 2019 Bonds will be released and will not be included among the Retained Causes of Action that are transferred to the Unsecured Creditor Trust. For the further avoidance of doubt, as of the date hereof, the Debtors are unaware of any such claims against the Master Trustee, ONB, or any holders of the Series 2019 Bonds.

IV.1 **Creation of the Unsecured Creditor Trust.** On or prior to the Effective Date, the Debtors shall execute the Unsecured Creditor Trust Agreement. On the Effective Date, the Unsecured Creditor Trust shall become effective and shall be deemed to be valid, binding and enforceable in accordance with the terms and provisions of the Plan and the Unsecured Creditor Trust Agreement. After the Effective Date, the Unsecured Creditor Trust Agreement may be amended in accordance with its terms without further order of the Bankruptcy Court. The

Unsecured Creditor Trust Agreement must be acceptable in form and substance to the Debtors and the Committee.

IV.2 **General Unsecured Trust.** The Unsecured Creditor Trust will be vested with the General Unsecured Trust Assets for the benefit of Holders of General Unsecured Trust Interests, which shall consist of Holders of Allowed Claims in Class 7A. The sole source of funding for distributions on account of General Unsecured Trust Interests shall be the General Unsecured Trust Assets. For the avoidance of doubt, Holders of Allowed Claims in Class 7A shall not be entitled to any recovery from the Insurance Trust Assets or the proceeds thereof on account of such Claim.

IV.3 **Insurance Trust.** If an Insurance Settlement Agreement is approved, the Unsecured Creditor Trust will be vested with the Insurance Trust Assets for the benefit of Holders of Insurance Trust Interests, which shall consist of Holders of Allowed Claims in Class 8. The sole source of funding for distributions on account of Insurance Trust Interests shall be the Insurance Trust Assets. For the avoidance of doubt, Holders of Allowed Claims in Class 8 shall not be entitled to any recovery from the General Unsecured Trust Assets or the proceeds thereof on account of such Claim.

IV.4 **Purpose of the Unsecured Creditor Trust.** The Unsecured Creditor Trust shall be formed for the purposes of: (a) liquidating any non-Cash Unsecured Creditor Trust Assets; (b) maximizing recovery of the Unsecured Creditor Trust Assets for the benefit of the holders of Unsecured Creditor Trust Interests; (c) distributing the proceeds of the Unsecured Creditor Trust Assets to holders of Unsecured Creditor Trust Interests in accordance with the Plan and the Unsecured Creditor Trust Agreement; (d) prosecuting or otherwise resolving the Retained Causes of Action for the benefit of holders of General Unsecured Trust Interests; and (e) winding down the Chapter 11 Cases, including, without limitation, evaluating and potentially objecting to and resolving disputed claims in Classes 7A and 8, as provided in the Plan and the Unsecured Creditor Trust Agreement.

IV.5 **Funding of the Unsecured Creditor Trust.** After the Effective Date, any Cash portion of the Unsecured Creditor Trust Assets may be used for the purpose of paying Unsecured Creditor Trust Expenses. For the avoidance of any doubt, the Reorganized Debtors shall not be responsible for payment of any expenses of the Unsecured Creditor Trust.

IV.6 **Transfer of Unsecured Creditor Trust Assets.** As of the Effective Date, pursuant to the provisions of sections 1141(b) and (c) of the Bankruptcy Code, the Debtors and the Estates shall preserve, transfer and assign all of its right, title, and interest in and to all of the Unsecured Creditor Trust Assets, which shall automatically vest in the Unsecured Creditor Trust free and clear of all Claims, Liens, encumbrances, charges, Interests, and other interests, subject only to the Allowed Claims of the Holders of Unsecured Creditor Trust Interests as set forth in the Plan and the Unsecured Creditor Trust Agreement.

IV.7 **Appointment of Unsecured Creditor Trustee.** Prior to Confirmation, the Unsecured Creditor Trustee shall be identified, and on the Effective Date, shall be deemed the Estates' representative with respect to Unsecured Creditor Trust Assets in accordance with section 1123 of the Bankruptcy Code and such trustee shall have all powers, authority and

responsibilities specified in the Plan and Unsecured Creditor Trust Agreement solely with respect to the Unsecured Creditor Trust Assets, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004.

IV.8 **Governance of Unsecured Creditor Trust.** The Unsecured Creditor Trust shall be governed by the Unsecured Creditor Trust Agreement and administered by the Unsecured Creditor Trustee in accordance with the terms of the Plan and the Unsecured Creditor Trust Agreement.

IV.9 **Tax Treatment.** Except to the extent allocable to Disputed Claims, consistent with the principles of Revenue Procedure 94-45, 1994-2 C.B. 684, as of the Effective Date, for federal income tax purposes, (i) the Debtors will be deemed to transfer the Unsecured Creditor Trust Assets to the holders of the Unsecured Creditor Trust Interests, (ii) the holders of the Unsecured Creditor Trust Interests will be deemed to transfer such Assets to the Unsecured Creditor Trust, (iii) the Unsecured Creditor Trust will be treated as a “liquidating trust,” as defined in Treasury Regulation section 301.7701-4(d), and as a “grantor trust” within the meaning of Internal Revenue Code sections 671-679 and (iv) the holders of the Unsecured Creditor Trust Interests will be treated as the “grantors” of the Unsecured Creditor Trust.

IV.10 **Securities Registration Exemption.** The Debtors intend that the Unsecured Creditor Trust Interests shall not be deemed “securities” under applicable laws, but to the extent such units are deemed to be “securities,” the Debtors believe the issuance of such units under the Plan is exempt, pursuant to section 1145 of the Bankruptcy Code (except with respect to an entity that is an “underwriter” as defined in section 1145(b) of the Bankruptcy Code).

IV.11 **Rights, Powers, and Duties of the Unsecured Creditors Trust and the Unsecured Creditors Trust Trustee.** The Unsecured Creditors Trust will act for the benefit of holders of Unsecured Creditor Trust Interests in a fiduciary capacity and shall have comparable authority as a bankruptcy trustee of the Debtors, as the exclusive representative of the Estates under section 1123(a)(5)(B) of the Bankruptcy Code or any corresponding federal or state laws with respect to the Unsecured Creditor Trust Assets and shall succeed to all of the Debtors’ and the Estates’ rights with respect thereto, subject to the provisions of the Plan and the Unsecured Creditor Trust Agreement. The Unsecured Creditor Trust is the successor to the Debtors and their Estates for the purposes set forth in the Plan. The powers, rights and duties of the Unsecured Creditor Trustee shall arise on the Effective Date and shall include, all subject to the terms and conditions of the Unsecured Creditor Trust Agreement, the following:

- (a) Commencing, pursuing and liquidating Retained Causes of Action;
- (b) engaging attorneys, consultants, agents, employees and any other professional persons to assist the Unsecured Creditors Trustee with respect to the Unsecured Creditors Trustee’s responsibilities;
- (c) paying the fees and expenses of the attorneys, consultants, agents, employees and other professional persons engaged by the Unsecured Creditors Trust and paying all other expenses, which shall be paid solely from the Unsecured Creditor Trust Assets;

- (d) compromising and settling Claims asserted in Classes 7A and 8 without notice or Bankruptcy Court approval;
- (e) calculating and implementing distributions of Unsecured Creditor Trust Assets for the benefit of the holders of the Unsecured Creditor Trust Interests;
- (f) resolving issues involving Claims and Interests in accordance with the Plan;
- (g) making Plan Distributions to holders of Claims in Classes 7A and 8 in accordance with the Plan;
- (h) overseeing compliance with accounting, finance and reporting obligations, including preparing financial statements and U.S. Trustee post-confirmation quarterly reports, and filing such reports on the docket of the Chapter 11 Cases until such time as a final decree has been entered;
- (i) investing Cash in accordance with section 345 of the Bankruptcy Code, and withdrawing and making Distributions of Cash to holders of Unsecured Creditor Trust Interests holding and paying taxes and other obligations incurred by the Unsecured Creditor Trustee in connection with winding down the Estates in accordance with the Plan;
- (j) coordinating the turnover of property, if any, subject to rejected executory contracts or abandonment or liquidation of any Unsecured Creditor Trust Assets;
- (k) paying taxes or other obligations incurred by the Unsecured Creditor Trust;
- (l) overseeing the filing of final tax returns, refund requests, audits and other corporate dissolution documents associated with the Unsecured Creditor Trust, as required;
- (m) exercising such other powers as may be vested in or assumed by the Unsecured Creditor Trustee pursuant to the Plan, the Unsecured Creditor Trust Agreement or other Order of the Bankruptcy Court or as may be needed or appropriate to carry out the provisions of the Plan; and
- (n) undertaking all administrative functions of the Chapter 11 Cases, including the payment of fees payable to the U.S. Trustee and the ultimate closing of the Chapter 11 Cases.

IV.12 **Unsecured Creditor Trust Interests.** Holders of Claims in Class 7A shall, by operation of the Plan, receive a Pro Rata share of the General Unsecured Trust Interests in accordance with the terms of and priorities set forth in the Plan. Holders of Claims in Class 8 shall, by operation of the Plan, receive a Pro Rata share of the Insurance Trust Interests in accordance with the term of and priorities set for the in the Plan. General Unsecured Trust Interests and Insurance Trust Interests shall also be reserved for holders of Disputed Claims which, if

Allowed, would be entitled to receive Unsecured Trust Interests and Insurance Trust Interests, respectively. Such reserved Unsecured Creditor Trust Interests shall be held by the Unsecured Creditor Trustee pending allowance or disallowance of such Claims. No other Person shall have any interest, legal, beneficial or otherwise, in the Unsecured Creditor Trust Assets upon the assignment and transfer of such assets to the Unsecured Creditor Trust. As set forth in the Unsecured Creditor Trust Agreement, Distributions from the Unsecured Creditor Trust on account of Unsecured Creditor Trust Interests shall be made from the Unsecured Creditor Trust Assets after paying, reserving against or satisfying, among other things, the Unsecured Creditor Trust Expenses. The Unsecured Creditor Trust Interests shall be uncertificated and shall be nontransferable except upon death of the holder or by operation of law. Holders of Unsecured Creditor Trust Interests shall have no voting rights with respect to such interests.

C. Retained Causes of Action of the Debtor.

As of the Petition Date, the Debtors' Estates had no pending claims or causes of action that it was prosecuting, as reflected in the Schedules. As set forth in the Statement of Financial Affairs, the Debtors made certain transfers within the 90-day period preceding the Petition Date.

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, the Exculpated Claims against the Exculpated Parties and the Released Claims against the Released Parties), the Unsecured Creditor Trustee shall be vested with the authority to enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Obligated Group Debtors, including, Avoidance Actions, whether arising before or after the Petition Date, and the Unsecured Creditor Trustee's right(s) to commence, prosecute, or settle such Causes of Action shall be consistent with the terms of the Unsecured Creditor Trust Agreement (collectively, the "***Retained Causes of Action***"). The Unsecured Creditor Trustee is the sole party that may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the holders of the Unsecured Creditor Trust Interests. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Person as any indication that the Debtor or the Unsecured Creditor Trustee, as applicable, will not pursue any and all available Causes of Action against such Person. Except with respect to Causes of Action as to which the Obligated Group Debtors has released any Person on or before the Effective Date (including pursuant to the Releases by the Debtors or otherwise), the Unsecured Creditor Trustee, as applicable, expressly reserves all rights to prosecute any and all Retained Causes of Action of any of the Obligated Group Debtors against any Person, except as otherwise expressly provided in the Plan. Unless any Retained Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Unsecured Creditor Trustee expressly reserves all Retained Causes of Action for later adjudication and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the confirmation or consummation of the Plan.

D. Corporate Existence.

Except as otherwise provided in the Plan, the Plan Supplement, the Confirmation Order, or any agreement, instrument, or other document incorporated therein, each Debtors shall continue to exist after the Effective Date as a separate corporations, limited liability companies, partnerships, or other forms, as the case may be with all the powers of corporations, limited liability companies, partnerships, or other forms, as the case may be, without substantive consolidation, pursuant to the Law applicable in the jurisdiction for each Debtor and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date. After the Effective Date, the respective certificates of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. After the Effective Date, one or more of the Reorganized Debtors may be disposed of, merged with another entity, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

E. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan, the Plan Supplement, the Confirmation Order, or any agreement, instrument, or other document incorporated therein (including, without limitation, the liens and security interests granted to the Master Trustee and/or ONB under and pursuant to the 2026 Bond Documents), on the Effective Date, all property in each Estate and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or the Confirmation Order, each Reorganized Debtor may operate its businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

F. Corporate Action; Effectuation Documents.

On the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Boards of each respective Debtor.

G. Cancellation of Existing Securities and Agreements.

On the later of the Effective Date and the date on which Distributions are made pursuant to the Plan (if not made on the Effective Date), except for the purpose of evidencing a right to a distribution under the Plan or as otherwise provided in the Plan, the Plan Supplement, the Confirmation Order or the 2026 Bond Documents, all notes, securities, instruments, certificates, credit agreements, indentures, and other documents evidencing Claims (collectively, the “*Canceled Instruments*”), shall be canceled and the rights of the Holders thereof and obligations of the Debtors (and, as applicable under bankruptcy and non-bankruptcy Law, of the non-Debtor

Affiliates) thereunder or in any way related thereto shall be deemed satisfied in full, canceled, released, discharged, and of no force and effect without any need for further action or approval of the Bankruptcy Court or for a Holder to take further action, and the Agents and Holders, as applicable, shall be discharged and released and shall not have any continuing duties or obligations thereunder. Holders of or parties to such Canceled Instruments will have no rights arising from or relating to such Canceled Instruments, or the cancellation thereof, except the rights provided for or reserved pursuant to the Plan, the Plan Support Agreement, the Confirmation Order, or the 2026 Bond Documents. Notwithstanding anything to the contrary herein, to the extent canceled pursuant to this paragraph, the Canceled Instruments shall continue in effect solely to the extent necessary to: (a) permit Holders of Claims thereunder to receive and accept their respective Plan Distributions on account of such Claims or Interests, if any, subject to any applicable charging Liens; (b) permit the Disbursing Agent or other Agents, as applicable, to make Plan Distributions on account of the Allowed Claims under the Debt Documents, subject to any applicable charging Liens; (c) preserve any rights of the Master Trustee, and, to the extent applicable, ONB to maintain, exercise, and enforce any applicable rights of indemnity, reimbursement, or contribution, or subrogation or any other claim or entitlement; (d) preserve any rights of the Master Trustee, and, to the extent applicable, ONB to maintain, enforce, and exercise its charging lien against any money or property distributed or allocable on account of such Claims; and (e) preserve the rights of the Master Trustee, and, to the extent applicable, ONB to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including, but not limited to, enforcing any obligations owed thereto under the Plan, the Plan Supplement, the Confirmation Order, or other document incorporated therein. Except as provided in the Plan, the Plan Supplement, or the Confirmation Order, or as may be necessary to effectuate the terms of the Plan, on the Effective Date, the Master Trustee and ONB, and their respective agents, successors, and assigns, shall be automatically and fully discharged and released of all of their duties and obligations associated with the Debt Documents, as applicable, subject to the continuation of any duties and obligations in accordance with and pursuant to the 2026 Bond Documents.

H. Employee and Retiree Benefits.

All Compensation and Benefits Programs shall be assumed by the Reorganized Debtors and the Reorganized Debtors shall be authorized to continue the Compensation and Benefits Programs and shall continue to honor the terms thereof; provided, however, the Reorganized Debtors may review, amend, terminate, or modify any of the foregoing programs in accordance with applicable Law and the terms of the applicable Compensation and Benefits Program. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable Law.

I. Tax matters

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property in contemplation of, in connection with, or pursuant to this Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to

forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to: (i) the creation of any mortgage, deed of trust, Lien, or other security interest; (ii) the making or assignment of any lease or sublease; (iii) any transaction authorized herein, including, but not limited to, the sale of the Salt Creek property; or (iv) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including: (1) deeds; (2) bills of sale; or (3) assignments executed in connection with any transaction occurring under this Plan.

J. Insurance Settlement

The Debtors are engaged in negotiations with Caring Communities regarding the insurance coverage provided for the Insured Tort Claims under the Caring Communities Policies. The Debtors believe that they may reach a resolution through which Caring Communities will fund, in full or in part, and taking into account any payment of the Debtors' self-insured retention obligation, the defense and/or payment of Insured Tort Claims in satisfaction of its obligations under the Caring Communities Policies (an "Insurance Settlement Agreement"). If an Insurance Settlement Agreement is reached, the Debtors expect to submit such agreement to the Court for approval pursuant to Rule 9019. If approved, the proceeds of an Insurance Settlement Agreement will be contributed to the Unsecured Creditor Trust as an Insurance Trust Asset and made available for Insurance Trust Interests in accordance with the Plan and Unsecured Creditor Trust Agreement.

K. Cooperation of Debtors

From and after the Effective Date, the Reorganized Debtors shall use commercially reasonable efforts to cooperate with the Unsecured Creditor Trust, the Unsecured Creditor Trustee and any professionals retained by the Unsecured Creditor Trust in the administration of the Unsecured Creditor Trust. Such cooperation shall include, but not be limited to, using commercially reasonable efforts to identify and make available reasonable access to the Debtors' books and records and any other information relating to the Retained Causes of Action, other Unsecured Creditor Trust Assets, and Claims in Classes 7A and 8.

To the extent the Unsecured Creditor Trust receives information from the Debtors or Reorganized Debtors in connection with the Unsecured Creditor Trust Assets or Claims in Classes 7A and 8, the Unsecured Creditor Trust's receipt of such documents, information, or communications shall not constitute a waiver or any privilege. All privileges shall remain in the control of the Debtors or Reorganized Debtors, as applicable. Reasonable agreements will be made with the Unsecured Creditor Trustee such that confidential information and privileges are preserved, while permitting the Unsecured Creditor Trustee to use, as necessary to administer the Unsecured Creditor Trust.

ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS UNDER THE PLAN

All Distributions under the Plan shall be made by the Debtors, the Reorganized Debtors or the Unsecured Creditor Trustee, as appropriate; provided that the exchange of the Series 2019 Bonds for the Series 2026 Bonds shall be effected in accordance with the applicable provisions of

this Plan and as described in the Disclosure Statement and provided, further, that the provisions of this Article V shall not apply to the Series 2019 Bonds.

A. Timing and Calculation of Amounts to Be Distributed.

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Interest is not an Allowed Claim or an Allowed Interest on the Effective Date, on the date that such a Claim becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interest against the Debtors shall receive the full amount of the Distributions that the Plan provides for Allowed Claims or Allowed Interest in the applicable Class and in the manner provided herein. In the event that, any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, Distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in the Plan. Except as otherwise provided for in the Plan, holders of Claims or Interest shall not be entitled to interest, dividends, or accruals on the Distributions provided for herein, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

B. Method of Payment.

Unless otherwise expressly agreed in writing, all Cash payments to be made pursuant to the Plan shall be made by check drawn on a domestic bank or an electronic wire.

C. Objections to and Resolutions of Claims.

The Unsecured Creditor Trustee shall have the exclusive right to file objections to Claims asserted against the Obligated Group Debtors after the Effective Date. The Reorganized Debtors shall have the exclusive right to file objections to Claims asserted against the Non-Obligated Group Debtors. All objections shall be litigated to entry of a Final Order; *provided, however*, that only the Unsecured Creditor Trustee or Reorganized Debtors, as applicable, shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections without approval of the Bankruptcy Court.

V.1 Claims Objection Deadline

The Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall file and serve any objection to any Claim no later than the Claims Objection Deadline; *provided, however*, that the Claims Objection Deadline may be extended by the Bankruptcy Court from time to time upon notice of motion by the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, for cause.

V.2 No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, no payment or Distribution of Cash or other property shall be made with respect to any portion of a Disputed Claim unless and until all

objections to such Claim are resolved by Final Order or as otherwise permitted by the Plan. Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date (but that later become Allowed Claims), shall be deemed to have been made on the Effective Date. Notwithstanding any other provision of the Plan and except as may be agreed to by the Debtors, the Reorganized Debtors or the Unsecured Creditor Trustee, as applicable, on the one hand, and the holder of a Disputed Claim, on the other hand, no partial payments and no partial Distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

V.3 Escrow of Cash Distributions

On any date that Distributions are to be made by the Debtors or Reorganized Debtors under the terms of the Plan, the Reorganized Debtors shall deposit in one or more segregated accounts, Cash or property equal to 100% of the Cash or property that would be distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto. The Reorganized Debtors, as applicable, shall also segregate any interest, dividends, or proceeds of such Cash. Such Cash, together with any interest, dividends, or proceeds thereof, shall be held in trust for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

V.4 Distribution After Allowance

Except as otherwise provided herein, within the later of (i) seven (7) Business Days after a Claim becomes an Allowed Claim and (ii) thirty (30) days after the expiration of the Claims Objection Deadline, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall distribute all Cash or other property, including any interest, dividends, or proceeds thereof, to which a Holder of an Allowed Claim is then entitled.

V.5 Investment of Segregated Cash and Property

To the extent practicable, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, may invest any Cash or other property segregated on account of a Disputed Claim, undeliverable distribution, or any proceeds thereof (i) in a manner that will yield a reasonable net return taking into account the safety of the investment or (ii) in any manner permitted by section 345 of the Bankruptcy Code; *provided, however*, that the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall be under no obligation to so invest such Cash or proceeds and shall have no liability to any party for any investment made or any omission to invest such Cash, other property, or proceeds.

V.6 Delivery of Distributions

Except as provided herein, Distributions to Holders of Allowed Claims shall be made: (i) at the addresses set forth on the respective Proofs of Claim Filed by such holders; (ii) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or Unsecured Creditor Trustee, as applicable, after the date of any related Proof of Claim; or (iii) at the address reflected in the Schedules if no Proof of Claim is filed and the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, has not received a written notice of a change of

address. None of the Debtors, the Reorganized Debtors or the Unsecured Creditor Trustee shall incur any liability whatsoever on account of any Distributions under the Plan except for gross negligence, willful misconduct, or fraud.

V.6.1 Undeliverable Distributions. If the Distribution to the Holder of any Claim is returned to the Reorganized Debtors or the Unsecured Creditor Trustee, as applicable, as undeliverable, no further distribution shall be made to such Holder unless and until the Reorganized Debtors or the Unsecured Creditor Trustee, as applicable, is notified in writing of such Holder's then current address. Undeliverable Distributions shall remain in the possession of the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, until the earlier of (i) such time as a Distribution becomes deliverable or (ii) such undeliverable Distribution becomes an Unclaimed Distribution.

Until such time as an undeliverable Distribution becomes an Unclaimed Distribution, within thirty (30) days after the end of each calendar quarter following the Effective Date, or upon such other interval as the Bankruptcy Court may order, but in no event less frequently than annually, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall make distributions of all Cash and property that has become deliverable during the preceding quarter. Each such Distribution shall include the net return yielded from the investment of any undeliverable Cash, from the date such Distribution would have been due had it then been deliverable to the date that such Distribution becomes deliverable.

The Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall make reasonable efforts to update or correct contact information for recipients of undeliverable Distributions; *provided, however*, that nothing contained in the Plan shall require the Unsecured Creditor Trustee to locate any Holder of an Allowed Claim.

V.6.2 Unclaimed Distributions. Any Cash or other property to be distributed under the Plan shall revert to the Unsecured Creditor Trustee if it is not claimed by the Entity on or before the Unclaimed Distribution Deadline. If such Cash or other property is not claimed on or before the Unclaimed Distribution Deadline, the Distribution made to such Entity shall be deemed to be reduced to zero.

V.7 **Setoff**

The Debtors, the Reorganized Debtors or Unsecured Creditor Trustee, as applicable, retain the right to reduce any Claim by way of setoff in accordance with the Debtors' books and records and in accordance with the Bankruptcy Code.

V.8 **Withholding and Reporting Requirements**

In connection with the Plan and all instruments issued in connection therewith, the Unsecured Creditor Trustee and the Reorganized Debtors, as applicable, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions under the Plan shall be subject to any such withholding or reporting requirements.

V.9 **Minimum Distributions**

Notwithstanding anything herein to the contrary, the Reorganized Debtors and the Unsecured Creditor Trustee, as applicable, shall not be required to make Distributions or payments of less than \$25.00.

V.10 **Interest on Claims.**

Unless otherwise specifically provided for in the Plan or separate order of the Bankruptcy Court, postpetition interest will not accrue or be paid on Claims, and no Holder will be entitled to interest accruing on or after the Petition Date on any Claim. Similarly, unless otherwise specifically provided for in the Plan, postpetition interest will not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

V.11 **Claims Paid or Payable by Third Parties**

The Reorganized Debtors or the Unsecured Creditor Trust, as applicable, shall reduce a Claim, and such Claim shall be Disallowed (or partially Disallowed, to the extent such Claim is not satisfied in full) without any further notice or action, order, or approval of the Bankruptcy Court to the extent that the Holder of such Claim receives a payment on account of such claim from a party that is not a Debtor, Reorganized Debtor, or the Unsecured Creditor Trust. To the extent a Holder of a Claim receives a distribution on account of a Claim and also receives payment (before or after the Effective Date) from a party that is not a Debtor, Reorganized Debtor, or the Unsecured Creditor Trust on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay, and/or return the Distribution to the Reorganized Debtors or the Unsecured Creditor Trust, as applicable, to the extent such Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of the Claim as of the date of any such distribution under this Plan.

ARTICLE VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Deemed Rejected as of the Effective Date if Not Assumed.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption and/or rejection of Executory Contracts and Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, the assumption and rejection, as applicable, of Executory Contracts and Unexpired Leases pursuant to the Plan shall be effective as of the Effective Date.

Unless an Executory Contract or Unexpired Lease, with the exception of Residency Agreements, was assumed pursuant to a separate order of the Bankruptcy Court or is otherwise listed as assumed in the Plan Supplement, the Executory Contract or Unexpired Lease shall be deemed to have been rejected by the Debtors on the Confirmation Date. The Debtors reserve the right to file a motion to assume additional executory contracts within the statutory timeframe prescribed by the Bankruptcy Code.

Notwithstanding the above, the following shall be assumed: (a) all Residency Agreements, with the exception of any Residency Agreements of former Residents on account of which Resident Refund Obligations are due, (b) that certain Road Improvement & Development agreement dated as of January 14, 2020, by and among the City of Bloomington, Illinois and Luther Oaks, (c) that certain long-term land lease between Trinity Lutheran Church and Luther Oaks, and (d) Medicare provider agreements with respect to the Debtors' skilled nursing facilities.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

In the event that the rejection of an Executory Contract by the Debtors pursuant to the Plan results in a Rejection Claim in favor of a counterparty to such Executory Contract, such Rejection Claim, if not heretofore evidenced by a timely and properly filed Proof of Claim, shall be forever barred and shall not be enforceable against the Debtors, the Estates, or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors on or before the date that is third (30) days after then Effective Date. All Allowed Rejection Claims shall be treated as either a Class 7A or 7B General Unsecured Claims, as applicable, pursuant to the terms of the Plan.

C. Medicare Provider Agreements

Notwithstanding any other provision of the Plan or Confirmation Order,

- i. the Debtors shall assume their respective Medicare provider agreements with respect to their skilled nursing facilities (SNFs) on the Effective Date. The Debtors and Reorganized Debtors will comply with all applicable Medicare program requirements as set forth in Title XVIII the Social Security Act, 42 U.S.C. § 1395 et seq. ("Medicare Act"), and all relevant rules and regulations.
- ii. in lieu of payment of a specific cure amount to cure any monetary defaults or civil money penalties under the Debtors' Medicare provider agreements (to the extent any such defaults or civil money penalties exist), the Debtors or the Reorganized Debtors, as applicable, will remain subject to all terms and requirements incorporated in the Medicare provider agreements, including Medicare's statutes, regulations, policies, and procedures, including CMS's rights of recoupment and setoff of any overpayments or civil money penalties issued against the Debtors or Reorganized Debtors. For the avoidance of doubt, each assumed Medicare provider agreement remains subject to all applicable statutes and regulations and to the terms and conditions under which it was originally issued, and any vesting of the provider agreements in the Reorganized Debtors is not free and clear of any Medicare duties, obligations and liabilities thereunder. The United States, and its component agencies, including CMS, may collect such amounts in the manner provided for under the Medicare Act and federal law, notwithstanding any discharge or other relief provided to Debtors in the Chapter 11 Case, and irrespective of when the amounts owed arose. In addition, the Reorganized Debtors shall continue their participation in the Medicare program in the ordinary course of business in compliance with all applicable Medicare program requirements as set forth in the Medicare Act, as well as all relevant regulations, policies, and procedures.

- iii. if any lender, creditor, or other entity were to seek direct payment from CMS or its Medicare contractors of reimbursement due the Medicare provider, that lender, creditor, or other entity must do so only in accordance with the limitations and applicable anti-assignment provisions of the Medicare Act and CMS's implementing regulations. 42 U.S.C. §§ 1395g(c) & 1395u(b)(6); 42 C.F.R. §§ 424.73, 424.90.
- iv. all of CMS's claims shall pass through the Chapter 11 Cases unaffected and shall not be impaired within the meaning of 11 U.S.C. § 1124. Any amounts due on CMS's claims may be collected from the Medicare providers in the ordinary course of business, and the United States, on behalf of CMS, shall not be required to file any separate claim in the bankruptcy to collect any amounts due to CMS under the Medicare program, whether via proof of claim, claim for cure, or administrative claim. Notwithstanding anything to the contrary in the Plan or Confirmation Order, nothing in the Plan or Confirmation Order shall release or enjoin any claim, right, cause of action or suit of the United States or its agencies against the Debtors, the Reorganized Debtors or any non-debtor or affect or impair any setoff or recoupment rights and defenses of the United States or its agencies.
- v. any disputes arising under the Medicare Act shall be governed exclusively by Medicare statutes, rules, regulations, and procedures for administrative and judicial review, without regard to the Bankruptcy Code or Bankruptcy Rules. Without regard to when the events giving rise to the issue or dispute occurred, the jurisdictional limitations of the Medicare Act shall apply. E.g., 42 U.S.C. §§ 405(g),(h) & 1395i. Such limitations include, but are not limited to presentment of claims and exhaustion of administrative remedies under the relevant statutory process for administrative review of Medicare provider enrollment, certification, reimbursement or other Medicare determinations. See, e.g., 42 U.S.C. §§ 405(g), 1395cc(j)(8), 1395ff, 1395oo.

D. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated, or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, unless such Executory Contract or Unexpired Lease has been previously assumed by the Debtor.

E. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors have any liability thereunder.

F. Full Release and Satisfaction.

Assumption of any Executory Contract pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract at any time before the effective date of the assumption.

G. Insurance Policies.

Each of the Debtors' insurance policies, including, but not limited to, director and officer insurance policies, and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (a) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

H. Contracts and Leases Entered Into After the Effective Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors in the ordinary course of business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order, except as may be agreed to by the counterparties to such contracts and leases.

I. Cure Costs Reserve. The Debtors will establish and fund the Cure Costs Reserve to satisfy Cure Claims in connection with assumed Executory Contracts on the Effective Date. Any such Cash not used on or before the Effective Date will be contributed to the Unsecured Creditor Trust as a General Unsecured Trust Asset.

ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Prosecution of Objections to Claims.

Prior to the Effective Date, the Debtors, and on or after the Effective Date, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall have the authority and all requisite standing to File objections to Claims or Interests not otherwise Allowed, and the exclusive authority and standing to settle, compromise, withdraw, or litigate to judgment objections on behalf of the Debtors' Estates to any and all such Claims and Interests, regardless of

whether such Claims and Interests are in a Class or otherwise. From and after the Effective Date, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall have the authority to administer and adjust the Claims Register with respect to Claims not otherwise Allowed to reflect any such settlements or compromises. No further notice to or action, order, or approval of the Bankruptcy Court with respect to such settlements or compromises entered into with a Holder of any Claim or Interest shall be required.

B. Allowance of Claims and Interests.

Prior to the Effective Date, the Debtors, and, on and after the Effective Date, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim or Interest, except with respect to any Claim or Interest deemed Allowed as of the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been listed in the Schedules as disputed, contingent or unliquidated, and for which no Proof of Claim was timely filed, shall be expunged without further action and without any further notice to or action, order or approval of the Bankruptcy Court; provided that Resident Refund Obligations shall not be expunged on account of being listed as contingent or unliquidated in the Schedules.

C. Estimation of Claims.

On and after the Effective Date, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Claim pursuant to applicable law and (ii) any Contingent or unliquidated Claim pursuant to applicable law, in each case regardless of whether the Debtors, the Reorganized Debtors or Unsecured Creditor Trustee has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Bankruptcy Court to estimate any such Disputed Claim, Contingent Claim, or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

If the Bankruptcy Court estimates any Disputed Claim, Contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of Distributions, and the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to

section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Expungement or Adjustment to Claims without Objection.

Any Claim that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be marked as satisfied, adjusted or expunged (as applicable) on the Claims Register by the Claims Agent at the direction of the Debtors, the Reorganized Debtors or the Unsecured Creditor Trustee, as applicable, without an objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court; provided, that the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, shall provide thirty (30) days' notice of any of the foregoing modifications to the Claims Register to the Holder of any affected Claim or Interest during which period the Holder may object thereto.

Notwithstanding the foregoing, or anything to the contrary herein, the Claims of Classes 2A and 2B are each deemed to be Allowed Claims and shall not be subject to objection, estimation, expungement or adjustment as described above.

ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests and Controversies.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest, or any Distribution to be made on account of such Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to, action by, or order or approval of the Bankruptcy Court, after the Effective Date, the Unsecured Creditor Trustee or the Reorganized Debtors, as applicable, may compromise and settle Claims against it and Causes of Action against other Persons.

B. Discharge of Claims.

Except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan or the Plan Supplement, pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, the distributions, rights, and treatment that are provided in this Plan shall be in

complete satisfaction and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action (except Retains Causes of Action) of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted this Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the Filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than the Reinstated Claims), Interests (other than the Intercompany Interests that are Reinstated), and Causes of Action (other than Retained Causes of Action) subject to the occurrence of the Effective Date.

C. Injunction.

EFFECTIVE AS OF THE EFFECTIVE DATE, PURSUANT TO SECTION 524(A) OF THE BANKRUPTCY CODE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, THE 2026 BOND DOCUMENTS, OR THE CONFIRMATION ORDER, OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN EXTINGUISHED, RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, WHETHER OR NOT SUCH ENTITIES VOTE IN FAVOR OF, AGAINST OR ABSTAIN FROM VOTING ON THIS PLAN OR ARE PRESUMED TO HAVE ACCEPTED OR DEEMED TO HAVE REJECTED THIS PLAN, AND OTHER PARTIES IN INTEREST, ALONG WITH THEIR RESPECTIVE PRESENT OR FORMER EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, PRINCIPALS, AFFILIATES, AND RELATED PARTIES ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE EXCULPATED PARTIES, OR THE RELEASED PARTIES: (A) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, LEVYING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT,

AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (D) EXCEPT AS OTHERWISE PROVIDED UNDER THIS PLAN, ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH HOLDER HAS TIMELY FILED A MOTION WITH THE BANKRUPTCY COURT EXPRESSLY REQUESTING THE RIGHT TO PERFORM SUCH SETOFF, SUBROGATION, OR RECOUPMENT ON OR BEFORE THE EFFECTIVE DATE, AND NOTWITHSTANDING AN INDICATION OF A CLAIM, INTEREST, CAUSE OF ACTION, LIABILITY OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS, INTERESTS, OR CAUSES OF ACTION RELEASED OR SETTLED PURSUANT TO THIS PLAN.

UPON ENTRY OF THE CONFIRMATION ORDER, ALL HOLDERS OF CLAIMS AND INTERESTS SHALL BE PRECLUDED AND PERMANENTLY ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THIS PLAN.

WITH RESPECT TO CLAIMS OR CAUSES OF ACTION THAT HAVE NOT BEEN RELEASED, DISCHARGED, OR ARE NOT SUBJECT TO EXCULPATION, NO PERSON OR ENTITY MAY COMMENCE OR PURSUE A CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, ANY EXCULPATED PARTY, OR ANY RELEASED PARTY THAT RELATES TO ANY ACT OR OMISSION OCCURRING FROM THE PETITION DATE TO THE EFFECTIVE DATE IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, IN WHOLE OR IN PART, THE CHAPTER 11 CASES (INCLUDING THE FILING AND ADMINISTRATION THEREOF), THE DEBTORS, THE GOVERNANCE, MANAGEMENT, TRANSACTIONS, OWNERSHIP, OR OPERATION OF THE DEBTORS, THE PURCHASE, SALE, EXCHANGE, ISSUANCE, TERMINATION, REPAYMENT, EXTENSION, AMENDMENT, OR RESCISSION OF ANY DEBT INSTRUMENT OR SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE PSA, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL OR OTHER ARRANGEMENTS OR OTHER INTERACTIONS BETWEEN ANY RELEASING PARTY AND ANY RELEASED PARTY OR EXCULPATED PARTY, THE RESTRUCTURING OF ANY

CLAIM OR INTEREST BEFORE OR DURING THE CHAPTER 11 CASES, ANY OTHER IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS OF THE DEBTORS; ANY INTERCOMPANY TRANSACTIONS, THE PSA, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE PSA AND THE DEFINITIVE DOCUMENTS (INCLUDING THE 2026 BOND DOCUMENTS), OR ANY OTHER CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THIS PLAN, OR ANY OF THE OTHER DEFINITIVE DOCUMENTS, THE PURSUIT OF CONFIRMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, INCLUDING THE ISSUANCE OF SECURITIES PURSUANT TO THIS PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN OR ANY OTHER RELATED AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THIS PLAN OR THE RELIANCE BY ANY EXCULPATED PARTY ON THIS PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), WITHOUT THE BANKRUPTCY COURT (A) FIRST DETERMINING, AFTER NOTICE AND A HEARING, THAT SUCH CLAIM OR CAUSE OF ACTION REPRESENTS A COLORABLE CLAIM AND (B) SPECIFICALLY AUTHORIZING SUCH PERSON OR ENTITY TO BRING SUCH CLAIM OR CAUSE OF ACTION. TO THE EXTENT THE BANKRUPTCY COURT MAY HAVE JURISDICTION OVER SUCH COLORABLE CLAIM OR CAUSE OF ACTION, THE BANKRUPTCY COURT SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION TO ADJUDICATE SUCH UNDERLYING CLAIM OR CAUSE OF ACTION SHOULD IT PERMIT SUCH CLAIM OR CAUSE OF ACTION TO PROCEED.

D. Exculpation.

UPON THE EFFECTIVE DATE, THE DEBTORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING SECTION 1125(E) OF THE BANKRUPTCY CODE.

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR, ANY LIABILITY TO ANY ENTITY FOR ANY POSTPETITION ACT OR OMISSION IN CONNECTION WITH OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE ADMINISTRATION OF THE CHAPTER 11

CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, HOWEVER*, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); *PROVIDED, FURTHER*, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

E. Estate Releases.

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASED PARTIES SHALL BE DEEMED RELEASED BY EACH OF THE DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ANY OF THE DEBTORS OR THE ESTATES, AS APPLICABLE, WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT, OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE OPERATIONS AND MANAGEMENT OF THE COMMUNITIES, THE CHAPTER 11 CASES, THE BOND RESTRUCTURING, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE FINANCING OF THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT

LIMITED TO THE PSA AND PLAN TERM SHEET, AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO ANY OF THE DEBTORS OR THE ESTATES. FOR PURPOSES OF THE RELEASES CONTAINED IN THE PLAN, THE UNSECURED CREDITOR TRUSTEE DEEMED TO BE A SUCCESSOR TO THE ESTATES AND, THEREFORE, IS BOUND BY THE RELEASES CONTAINED IN THE PLAN; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT RELEASE ANY RETAINED CAUSES OF ACTION.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASE OF THE RELEASED PARTIES BY THE DEBTORS AND THE ESTATES IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTORS OR THE ESTATES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO THE DEBTORS OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE BY THE DEBTORS OR THE ESTATES.

F. Third Party Releases.

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE OPERATIONS AND MANAGEMENT OF THE COMMUNITIES, THE CHAPTER 11 CASES, THE BOND RESTRUCTURING, OR TRANSFER OF ANY DEBT, SECURITY,

ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASES, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, AND THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO PSA AND PLAN TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION); PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT RELEASE ANY CAUSE OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT RELEASING PARTY WOULD HAVE AGAINST A RELEASED PARTY PURSUANT TO WHICH A DEBTOR OR REORGANIZED DEBTOR WOULD NOT BE A REQUIRED PARTY UNDER RULE 19 OF THE FEDERAL RULES OF CIVIL PROCEDURE OR SIMILAR APPLICABLE STATE RULES OR THAT IS NOT RELATED TO, OR IN ANY MANNER ARISES FROM, IN WHOLE OR IN PART, THE DEBTORS, THE OPERATIONS AND MANAGEMENT OF THE COMMUNITIES, THE CHAPTER 11 CASES, THE BOND RESTRUCTURING, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASES, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, AND THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO PSA AND PLAN TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION).

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND,

FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES, WHICH INCLUDES THE DEBTORS AND THE REORGANIZED DEBTORS.

G. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. Upon the Effective Date, all injunctions or stays contained in the Plan or the Confirmation Order shall be in full force and effect in accordance with their terms.

H. Release of Liens.

Except as otherwise provided in the Plan, the Plan Supplement, the Confirmation Order, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan (including, without limitation, pursuant to the 2026 Bond Documents), on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors or the Reorganized Debtors, or any other Holder of a Secured Claim. For the avoidance of doubt, any mortgages, deeds of trust, Liens, pledges or other security interests that secured any of the Series 2019 Bonds may be maintained, amended, supplemented, restated or otherwise modified in order to effect the Plan, the Plan Supplement and the transactions contemplated thereby, including to provide security for the corresponding Series 2026 Bonds. For the avoidance of doubt, any security interest that secures the Series 2019A Bonds but does not secure the Series 2019B Bonds shall continue to secure only the Series 2026A Bonds and any

security interest that secures the Series 2019B Bonds but does not secure the Series 2019A Bonds shall continue to secure only the Series 2026B Bonds.

Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and Filing or recording of such releases. The presentation or Filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, and other security interests.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to this Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancelation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation.

It shall be a condition precedent to the confirmation of the Plan, such that the Confirmation Order shall not be entered, until each of the following conditions precedent have been satisfied or waived pursuant to the provisions of the Plan.

- (a) The Bankruptcy Court shall have entered an order approving the Disclosure Statement as containing adequate information and such order shall have become a Final Order;
- (b) A form of Unsecured Creditor Trust Agreement shall be in a form agreed upon by the Debtors and the Committee;
- (c) The proposed Unsecured Creditor Trustee is identified and disclosed;
- (d) The Plan Supplement shall have been filed;
- (e) The Plan shall not have been materially amended, altered, or modified, unless such material amendment, alteration or modification has been made in accordance with ARTICLE XI.A of the Plan; and

- (f) The Confirmation Order shall have been entered by the Bankruptcy Court confirming the Plan in form and substance acceptable to the Debtor and the Master Trustee, ONB, and the Committee, and such order shall have become a Final Order.

B. Conditions Precedent to the Effective Date.

It shall be a condition precedent to the Effective Date that each of the following provisions, terms, and conditions shall have been satisfied or waived pursuant to the provisions of the Plan.

- (a) The foregoing conditions precedent as to Confirmation shall have been met;
- (b) The Entrance Fee Escrow shall have terminated and the funds therein shall be disbursed to the Reorganized Debtors unless otherwise refunded to the Residents pursuant to a timely submitted Refund Request as provided for under the Plan;
- (c) The Reorganized Debtors shall have received funds from the Entrance Fee Escrow in an amount greater than or equal to the amount required to satisfy all Allowed Resident Refund Obligations in full in Cash;
- (d) The Unsecured Creditor Trust Agreement shall be executed, the Unsecured Creditor Trustee shall have been appointed and accepted such appointment, and the Unsecured Creditor Trust shall be vested with the Unsecured Creditor Trust Assets;
- (e) The Series 2026 Bonds shall be issued, 2026 Bond Documents shall be executed and delivered, and bond counsel to the Issuer has provided an unqualified opinion for each series of the Series 2026 Bonds, in form and substance acceptable to the Master Trustee and, with respect to the Series 2026B Bonds, to ONB, to the effect that income on the Series 2026 Bonds is exempt from federal income taxation;
- (f) The confirmed Plan shall not have been materially amended, altered, or modified from the Plan, unless such material amendment, alteration, or modification has been made in accordance with ARTICLE XI.A of the Plan; and
- (g) The Debtor shall have Filed a notice of the Effective Date.

C. Waiver of Conditions.

The conditions precedent to Confirmation and conditions precedent to the Effective Date may be waived in whole or in part, in writing, by the Debtors, without further order of the Bankruptcy Court, provided, for the avoidance of doubt, that the Debtors may not waive any consent or approval rights of the Master Trustee and/or ONB with respect to such conditions precedent.

D. Effect of Nonoccurrence of Conditions.

If the conditions precedent to the Effective Date are not satisfied or waived, the Debtors may, upon motion and notice to parties in interest, seek to vacate the Confirmation Order; *provided, however*, that notwithstanding the filing of such motion, the Confirmation Order may not be vacated if each of the conditions precedent to the Effective Date are satisfied or waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated: (a) the Plan is null and void in all respects; and (b) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against the Debtor, or (ii) prejudice, in any manner, the rights of the Debtors or any other party in interest.

ARTICLE X. RETENTION OF JURISDICTION

Following the Confirmation Date and the Effective Date, the Bankruptcy Court shall retain jurisdiction for the following purposes:

- (a) to hear and determine any objections to Claims and to address any issues relating to Disputed Claims;
- (b) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (c) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (d) to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (e) to hear and determine all requests for compensation and reimbursement of expenses to the extent allowed by the Bankruptcy Court under sections 330 or 503 of the Bankruptcy Code;
- (f) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan;
- (g) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (h) to hear any other matter not inconsistent with the Bankruptcy Code;
- (i) to enter the Final Decree;
- (j) to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (k) to decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtor which may be pending on the Effective Date;

- (l) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Plan, except as otherwise provided therein;
- (m) to determine any other matters that may arise in connection with or related to the Plan, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created or implemented in connection with the Plan;
- (n) to enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, exculpations, releases and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);
- (o) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof; and
- (p) to resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Cases, the Bar Dates, or the Confirmation Hearing for the purpose of determining whether a Claim or Interest is discharged hereunder, or for any other purpose.

ARTICLE XI. MISCELLANEOUS PROVISIONS

A. Amendment or Modification of the Plan. Alterations, amendments, or modifications of the Plan may be proposed in writing by the Debtors at any time before the Confirmation Date, provided that the Plan, as altered, amended, or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code and the Debtor shall have complied with section 1125 of the Bankruptcy Code. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted such Plan as modified if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder. Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

B. Exhibits, Schedules, and Plan Supplement.

The Debtors will File the Plan Supplement no later than ten (10) days before the Voting Deadline. The Debtors reserve the right to alter, modify, or amend the Plan Supplement through and including the date of the Confirmation Hearing. All exhibits and schedules to the Disclosure Statement, the Plan, and the Plan Supplement are incorporated into and are part of the Plan as if set forth in full therein.

C. Filing of Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all Holders of Claims receiving

Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

D. Binding Effect of the Plan.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Holders of Claims, and their respective successors and assigns.

E. Governing Law.

Except as required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the rights and obligations arising under the Plan shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

F. Time.

To the extent that any time for the occurrence or happening of an event as set forth in the Plan falls on a day that is not a Business Day, the time for the next occurrence or happening of said event shall be extended to the next Business Day.

G. Severability.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or interpretation.

H. Revocation.

The Debtors reserve the right to revoke and withdraw the Plan prior to the entry of the Confirmation Order. If the Debtors revoke or withdraw the Plan, the Plan shall be deemed null and void, and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors, any other Person, or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtors.

I. Dissolution of The Committee.

On the Effective Date, the Committee shall be dissolved and its members deemed released of any continuing duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation, and the retention and employment of the Committee's Professionals shall terminate, except with respect to: (i) any matters concerning Distributions; (ii)

prosecuting applications for Professionals' compensation; (iii) asserting, disputing and participating in resolution of Professional Fee Claims; or (iv) prosecuting or participating in any appeal of the Confirmation Order or any request for consideration thereof. Upon the resolution of (i) through (iv), the Committee shall be immediately dissolved, and released.

J. Claims Agent.

Stretto, in its capacity as Claims Agent and Administrative Agent, shall be relieved of such duties on the date of the entry of the Final Decree or upon written notice by the Debtors or the Unsecured Creditor Trustee.

K. Reservation of Rights.

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan and/or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or Holders of Claims before the Effective Date.

L. No Admissions.

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by any Entity with respect to any matter set forth herein.

M. Discharge of Claims.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a proof of claim or Interest based upon such debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted the Plan or voted to reject the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring,

except as otherwise expressly provided in the Plan or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan.

N. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and their affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code.

O. Notices.

All notices of requests in connection with the Plan shall be in writing and given by mail and email addressed as follows:

Lutheran Life Communities: Lutheran Life Ministries
800 West Oakton Street
Arlington Heights, Illinois 60004
Attn: Abdul Shakoor
Email: abdul.shakoor@lulife.org

With a simultaneous copy to: Squire Patton Boggs, LLP
201 E. Fourth Street, Suite 1900
Cincinnati, Ohio 45202
Attn: Stephen D. Lerner, Esq.
Jeffrey N. Rothleder, Esq.
Email: stephen.lerner@squirepb.com
jeffrey.rothleder@squirepb.com

P. Headings.

The headings used in the Plan are inserted for convenience only and neither constitute a portion of the Plan nor in any manner affect the construction of the provisions of the Plan.

Q. Validity and Enforceability.

The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in the Plan be determined by the Bankruptcy Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of the Plan.

R. Request for Confirmation.

The Debtors request entry of a Confirmation Order under section 1129(a) of the Bankruptcy Code and, to the extent necessary, section 1129(b) of the Bankruptcy Code.

Dated: January 14, 2026

Respectfully submitted,

**THE LUTHERAN LIFE COMMUNITIES:
LUTHERAN HOME AND SERVICES FOR
THE AGED, INC.**

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

LUTHERAN HOME FOR THE AGED, INC.

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

WITTENBERG LUTHERAN VILLAGE, INC.

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

**WITTENBERG LUTHERAN VILLAGE
ENDOWMENT CORPORATION**

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

PLEASANT VIEW LUTHER HOME, INC.

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

LUTHER OAKS, INC.

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

**LUTHERAN LIFE COMMUNITIES, AS THE
MANAGER**

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director

**LUTHERAN LIFE COMMUNITIES
FOUNDATION, AS THE FOUNDATION**

/s/Sloan Bentley

By: M. Sloan Bentley

Its: Director