

**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)

Related Doc. No. 335

**NOTICE OF ADJOURNMENT OF SALE TRANSACTION
DEADLINES AND EXECUTION OF PLAN SUPPORT AGREEMENT**

PLEASE TAKE NOTICE THAT on April 11, 2025, the above captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of Debtors for Entry of an Order (I) Establishing Transaction Procedures for (A) the Sale of Substantially all Assets of the Debtors Or (B) An Alternate Transaction, (II) Scheduling Certain Dates And Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief* [Docket No. 284] (the “Transaction Procedures Motion”).

PLEASE TAKE FURTHER NOTICE THAT on May 14, 2025, the Court entered the *Order Granting the Motion of Debtors for Entry of an Order (I) Establishing Transaction Procedures for the Sale of Substantially all Assets of the Debtors or an Alternate Transaction, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief* [Docket No. 335] (the “Transaction Procedures Order”),² pursuant to which, the Court established the Transaction Procedures (as defined therein).

PLEASE TAKE FURTHER NOTICE THAT, as contemplated in the Transaction Procedures Motion, the Transaction Procedures allow the Debtors to contemporaneously pursue a multi-track marketing process to solicit interest for any form of Transaction, including a Transaction to be effectuated pursuant to a plan of reorganization.

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>.

² Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Transaction Procedures Motion.

PLEASE TAKE FURTHER NOTICE THAT on the date hereof, Debtors entered into a Plan Support Agreement with (a) UMB Bank, N.A., as successor master trustee under the Master Indenture (as defined in the Plan Support Agreement) and as successor bond trustee under the Bond Indentures (as defined in the Plan Support Agreement), (b) each beneficial holder, or investment manager or advisor for such beneficial holders, that are signatories to the Plan Support Agreement, collectively holding at least 90% of the aggregate principal amount of the Series 2019A Bonds (as defined in the Plan Support Agreement) outstanding as of the date hereof, and (c) 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 (each as defined in the Plan Support Agreement), pursuant to which the Debtors seek to restructure certain obligations, including those outstanding under the Master Indenture. A copy of the Plan Support Agreement is attached hereto as **Exhibit A**. The Debtors are not seeking Court approval of the Plan Support Agreement, and it is being provided for informational purposes only.

PLEASE TAKE FURTHER NOTICE THAT the Debtors are diligently working with interested parties to secure additional support for the Plan Support Agreement and to simultaneously develop a plan of reorganization that effectuates the agreements memorialized in the Plan Support Agreement.

PLEASE TAKE FURTHER NOTICE THAT, as a result of the execution of the Plan Support Agreement, and in accordance with paragraph 13 of the Transaction Procedures Order, the Debtors hereby indefinitely adjourn all Sale Transaction Deadlines set forth in the Transaction Procedures, including, without limitation, the deadline to submit Qualified Bids, the Auction, and the deadline to identify a winning bidder.

PLEASE TAKE FURTHER NOTICE THAT, as provided in section 6(a)(vii) of the PSA, upon termination of the PSA as contemplated therein, the Debtors agree to immediately reset the auction and to continue the sale process in accordance with the Transaction Procedures Order.

Dated: October 13, 2025

MCDONALD HOPKINS LLC

/s/ Nicholas M. Miller

David A. Agay (ARDC No. 6244314)
Nicholas M. Miller (ARDC No. 6295723)
Maria G. Carr (admitted *pro hac vice*)
300 North LaSalle Street, Suite 1400
Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232
Email: dagay@mcdonaldhopkins.com
nmiller@mcdonaldhopkins.com
mcarr@mcdonaldhopkins.com

-and-

SQUIRE PATTON BOGGS (US) LLP

Stephen D. Lerner (admitted *pro hac vice*)
201 E. Fourth St., Suite 1900
Cincinnati, OH 45202
Telephone: (513) 361-1200
Facsimile: (513) 361-1201
Email: stephen.lerner@squirepb.com

Jeffrey N. Rothleder
2550 M Street, NW
Washington, DC 20037
Telephone: (202) 457-6000
Facsimile: (202) 457-6315
Email: jeffrey.rothleder@squirepb.com

Maura P. McIntyre (admitted *pro hac vice*)
1000 Key Tower
127 Public Square
Cleveland, OH 44114
Telephone: (216) 479-8715
Facsimile: (216) 479-8780
Email: maura.mcintyre@squirepb.com

Counsel for Debtors

EXHIBIT A

Plan Support Agreement

(Attached)

EXHIBIT A

Plan Support Agreement

(Attached)

THIS PLAN SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS PLAN SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT DATE ON THE TERMS DESCRIBED IN THIS PLAN SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THIS PLAN SUPPORT AGREEMENT.

PLAN SUPPORT AGREEMENT

This Plan Support Agreement (including all schedules and exhibits hereto, as amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “***Plan Support Agreement***”), dated as of October 10, 2025 (the “***Agreement Date***”), is entered into by and among: (1) Lutheran Home and Services for the Aged, Inc.; (2) Lutheran Home for the Aged, Inc.; (3) Wittenberg Lutheran Village, Inc.; (4) Wittenberg Lutheran Village Endowment Corporation; (5) Pleasant View Luther Home, Inc.; (6) Luther Oaks, Inc. (the foregoing group of related Illinois not-for-profit corporations is hereinafter referred to collectively as the “***Lutheran Life Obligated Group***”); (7) Lutheran Life Communities (the “***Manager***”); (8) Lutheran Life Communities Foundation (the “***Foundation***,” and collectively with the Lutheran Life Obligated Group and the Manager, “***Lutheran Life Communities***”); (9) UMB Bank, N.A., as successor master trustee under the Master Indenture (defined below) (in such capacity, the “***Master Trustee***”) and as successor bond trustee under the Bond Indentures (defined below) (in such capacity, the “***Bond Trustee***”; and referred to together in its capacity as the Master Trustee as the “***Trustee***”); (10) each beneficial holder, or investment manager or advisor for such beneficial holders, that are signatories hereto, collectively holding at least 90% of the aggregate principal amount of the Series 2019A Bonds (as defined below) outstanding as of the date hereof (each referred to herein as a “***Supporting Holder***” and, collectively, as the “***Supporting Holders***”); (11) 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, “***ONB***”);. Lutheran Life Communities, the Trustee, ONB, and the Supporting Holders are each referred to herein individually as a “***Party***” and collectively as the “***Parties***.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Restructuring Term Sheet dated as of even date herewith, describing the key terms of an anticipated chapter 11 plan of reorganization for Lutheran Life Communities (the “***Plan Term Sheet***”) attached hereto as **Schedule 1**.

PRELIMINARY STATEMENTS

A. Lutheran Life Communities own and operate the following senior living communities: (i) Lutheran Home, located in Arlington Heights, Illinois; (ii) Pleasant View Luther Home, located in Ottawa, Illinois; (iii) Luther Oaks, located in Bloomington, Illinois; and (iv) Wittenberg Village, located in Crown Point, Indiana (collectively, the “***Facilities***”).

B. The Master Trustee (as successor to Wells Fargo Bank, N.A.), Lutheran Life Ministries, as Obligated Group Representative (“***LLM***”), and the Lutheran Life Obligated Group

are parties to that certain Master Trust Indenture dated as of December 1, 2019 (as amended, modified, or supplemented from time to time, the “*Existing Master Indenture*”).

C. The Illinois Finance Authority (the “*Issuer*”) and the Bond Trustee (as successor to Wells Fargo Bank, N.A.) are parties to: (i) that certain Bond Trust Indenture dated as of December 1, 2019 (the “*Series 2019A Indenture*”), pursuant to which the Issuer issued its Revenue Bonds, Series 2019A (Lutheran Life Communities Obligated Group) in the original principal amount of \$153,360,000 (the “*Series 2019A Bonds*”); (ii) that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by the First Supplemental Bond Trust Indenture dated as of December 1, 2022 (the “*Series 2019B-1 Indenture*”), pursuant to which the Issuer issued its Variable Rate Revenue Refunding Bonds, Series 2019B-1 (Lutheran Life Communities Obligated Group) in the original principal amount of \$659,012 (the “*Series 2019B-1 Bonds*”); and (iii) that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by that First Supplemental Bond Trust Indenture dated as of December 1, 2022 (the “*Series 2019B-2 Indenture*,” and together with the Series 2019A Indenture and the Series 2019B-1 Indenture, the “*Bond Indentures*”), pursuant to which the Issuer issued its Variable Rate Revenue Refunding Bonds, Series 2019B-2 (Lutheran Life Communities Obligated Group) in the original principal amount of \$24,064,870 (the “*Series 2019B-2 Bonds*,” and together with the Series 2019A Bonds and Series 2019B-1 Bonds, the “*Series 2019 Bonds*”).

D. The Issuer loaned the proceeds of the Series 2019 Bonds to the Lutheran Life Obligated Group under and pursuant to each of: (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 (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “*Loan Agreements*”). As security for the Series 2019 Bonds, the Issuer pledged and assigned all of its respective rights and interests in and under the Loan Agreements to the Bond Trustee.

E. Pursuant to the Existing Master Indenture, LLM, on behalf of the Lutheran Life Obligated Group, issued the following direct note obligations in favor of the Master Trustee as security for the Series 2019 Bonds and obligations of the Lutheran Life Obligated Group: (i) 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 (the “*Series 2019A Obligation*”); (ii) 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 (the “*Series 2019B-1 Obligation*”); and (iii) 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 (the “*Series 2019B-2 Obligation*”).

F. The Lutheran Life Obligated Group is also obligated to ONB under and pursuant to two Additional Covenants Agreements, each dated as of December 1, 2019 (each as amended or

otherwise modified, collectively, the “***Bank Covenants Agreements***”), by and among First Midwest Bank, LLM and the Lutheran Life Obligated Group.

G. As security for the obligations of the Lutheran Life Obligated Group under the Bank Covenants Agreements, LLM, on behalf of the Lutheran Life Obligated Group, issued the following additional direct note obligations in favor of the Master Trustee and under and pursuant to the Existing Master Indenture: (i) that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-3 (First Midwest Bank-Series 2019B-1 Continuing Covenants Agreement) (the “***Series 2019B-3 Obligation***”); and (ii) that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-4 (First Midwest Bank-Series 2019B-2 Continuing Covenants Agreement) (the “***Series 2019B-4 Obligation***”).

H. The Lutheran Life Obligated Group was also obligated to ONB under and pursuant to that certain ISDA Master Agreement, Schedule thereto, and certain Confirmations executed and delivered thereunder (collectively, the “***Swap Agreements***”) between LLM and First Midwest Bank.

I. As security for the obligations of the Lutheran Life Obligated Group under the Swap Agreements, LLM, on behalf of the Lutheran Life Obligated Group, issued that certain Lutheran Life Ministries Direct Note Obligation, Series 2019B-5 (First Midwest Bank-Swap Obligation) (the “***Series 2019B-5 Obligation***,” and collectively with the Series 2019B-1 Obligation, the Series 2019B-2 Obligation, the Series 2019B-3 Obligation, and the Series 2019B-4 Obligation, the “***Series 2019B Obligations***”). The Swap Agreements were terminated on December 27, 2024, and the amounts held by ONB were applied to reduce the amounts owed thereunder.

J. Lutheran Home for the Aged, Inc. (“***LHA***”) is obligated to the Mission Investment Fund of the Evangelical Lutheran Church in America (“***MIF***”) under and pursuant to that certain Line of Credit Promissory Note dated as of July 2, 2015, made by LHA in favor of MIF (the “***MIF Line of Credit***”).

K. As security for the MIF Line of Credit, LLM, on behalf of the Lutheran Life Obligated Group, issued that certain Direct Note Obligation, Series 2019C (Mission Investment Fund), in the original principal amount of \$5,000,000 (the “***Series 2019C Obligation***,” and collectively with the Series 2019A Obligation and the Series 2019B Obligations, the “***Direct Note Obligations***”).

L. The Lutheran Life Obligated Group is also obligated to MIF under and pursuant to that certain Promissory Note dated [as of December 1, 2019], made by each member of the Lutheran Life Obligated Group in favor of MIF pursuant to which MIF made a loan to the Lutheran Life Obligated Group in the original principal amount of \$15,000,000 (the “***Subordinated MIF Loan***”).

M. The Subordinated MIF Loan is secured by mortgages on each Facility, which are subordinate to the security interest in each Facility granted to the Master Trustee. The MIF Loan is contractually subordinated in right of payment and security to the Direct Note Obligations.

LLM, the Foundation and the Manager guaranteed the Subordinated MIF Loan. The Subordinated MIF Loan, the subordinate mortgages on each Facility, the guarantees, and all related and ancillary documents thereto are collectively referred to as the “***MIF Loan Documents***”.

N. On February 4, 2025, each member of the Lutheran Life Communities filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Lutheran Life Communities remain in possession of their assets as debtors-in-possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

O. On February 28, 2025, the Acting United States Trustee appointed the Official Committee of Unsecured Creditors (the “***Committee***”).

P. As of the date hereof, the Lutheran Life Obligated Group acknowledges that it owes unpaid principal in the amount of \$[•] on the Series 2019 Bonds, plus any unpaid interest and fees pursuant to the Existing Master Indenture, the Bond Indentures and the Loan Agreement.

Q. The Parties have agreed to exchange the Series 2019 Bonds and, in conjunction with the exchange, the Issuer will issue new bonds, as further set forth in the Plan Term Sheet and in Section 9 hereof (such exchange and related transactions, the “***Restructuring Transaction***”).

STATEMENT OF AGREEMENT

After good faith, arm’s-length negotiations, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions**: In addition to the terms defined in the recitals hereto and elsewhere in this Plan Support Agreement, the following terms shall have the meanings given to them below.

- a. “***2025 Bond Documents***” means the documents issuing and setting forth terms and conditions of the Series 2025 Bonds, which shall include an amendment and restatement of the Existing Master Indenture to reflect the terms and conditions described herein and in the Plan Term Sheet.
- b. “***Affiliate***” means, with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.
- c. “***Alternative Transaction Proposal***” means any inquiry, proposal, offer, bid, term sheet, discussion or agreement originating from a third party that is not a party to this Plan Support Agreement with respect to a sale, disposition, new-money

investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more of the Lutheran Life Communities or the debt, equity, or other interests in any one or more of the Lutheran Life Communities other than the transactions contemplated in this Plan Support Agreement and the Plan Term Sheet.

- d. ***“Amended Master Indenture”*** means the amended and restated Master Trust Indenture with respect to the 2025 Bonds.
- e. ***“Bankruptcy Code”*** means title 11 of the United States Code.
- f. ***“Bankruptcy Court”*** means the United States Bankruptcy Court for the Northern District of Illinois.
- g. ***“Business Day”*** means a day (other than a Saturday or Sunday) on which banks are open for general business in New York, New York.
- h. ***“Cash Collateral Order”*** means that *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* entered by the Bankruptcy Court at Docket No. 306.
- i. ***“Chapter 11 Cases”*** means Lutheran Life Communities jointly administered bankruptcy cases under lead case number 25-01705 (MBS), styled as *In re Lutheran Home and Services for the Aged, et al.*, pending in the Bankruptcy Court.
- j. ***“Claims”*** has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.
- k. ***“Confirmation Order”*** means the Final Order entered by the Bankruptcy Court that confirms the Plan.
- l. ***“Final Order”*** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed (x) has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought or (y) or such order or judgement has not been stayed; *provided*, in any case, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not prevent such order from being a Final Order.

- m. **“Person”** means any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated organization, or any other legal entity or association.
- n. **“Petition Date”** means February 4, 2025, the date on which each of the Lutheran Life Communities entities filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
- o. **“Plan”** means the chapter 11 plan that consummates the Restructuring Transaction in the pending Chapter 11 Cases, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto.
- p. **“Plan Documents”** means the Plan and Disclosure Statement.
- q. **“Plan Effective Date”** means the Effective Date of the Plan as set forth in the Confirmation Order.
- r. **“Transaction Procedures Order”** means the *Order Granting the Motion of Debtors for Entry of an Order (I) Establishing Transaction Procedures for the Sale of Substantially all Assets of the Debtors or an Alternate Transaction, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief* at Docket No. 335.

2. **Schedules and Preliminary Statements.** The Schedules attached hereto and the Preliminary Statements set forth above are incorporated herein and form an integrated part of this Plan Support Agreement, subject to such modifications and amendments as may be permitted by Section 22 hereof.

3. **Effectiveness of Agreement.** Upon the execution of this Plan Support Agreement by the Parties set forth as signatories hereto, this Plan Support Agreement will constitute the legally binding and enforceable agreement of the Parties, effective as of the Agreement Date.

4. **Agreement of the Parties.** Subject to the terms and conditions hereof, and for so long as no Agreement Termination Event (as defined below) has occurred and has not been waived in accordance herewith, each Party agrees to the following:

- a. **Plan Term Sheet.** Each Party hereby represents and agrees that the terms and conditions set forth in the Plan Term Sheet, in the form attached hereto, are acceptable in all material respects.
- b. **Plan Documents and 2025 Bond Documents.** Each Party hereby represents and agrees that the Plan Documents and the 2025 Bond Documents (including, without limitation, the Amended Master Indenture) shall be on the terms set forth in the Plan Term Sheet and in a form acceptable to the Trustee and ONB with respect to the Plan Documents and the 2025 Bond documents.

5. Mutual Obligations of the Parties. So long as no Agreement Termination Event has occurred and not been waived in accordance herewith, each Party agrees that it will not, and, as with respect to each Supporting Holder and ONB, it will not direct the Trustee to:

- a. Support or encourage, directly or indirectly, any financial restructuring, sale of assets, or any other restructuring transaction concerning any of the Lutheran Life Communities or their assets, other than the Restructuring Transaction;
- b. Take any action inconsistent with this Plan Support Agreement or the Plan Term Sheet, the transactions contemplated hereby and thereby, or the timing of confirmation and consummation of such transactions as described herein;
- c. Support or encourage any Person to: (a) vote to reject the Plan (or direct any other Person to vote to reject the Plan); (b) “opt out” of, or object to, any releases provided by Lutheran Life Communities under the Plan that are contemplated by the Plan Term Sheet; (c) otherwise commence any proceeding to oppose the Plan or object to confirmation thereof; or (d) otherwise agree to, consent to, or provide any support to any other chapter 11 plan or other restructuring or sale or liquidation of assets concerning any of the Lutheran Life Communities or their assets other than the Restructuring Transaction;
- d. Object to or otherwise commence any proceeding to oppose the Plan or alter the Plan (in each case, with respect to provisions that are contemplated by the Plan Term Sheet) or any of the terms of the Restructuring Transaction (or any other document filed in furtherance of the Restructuring Transaction which is consistent with the Plan Term Sheet and this Plan Support Agreement) or take any other action that is inconsistent with consummation of the Plan on terms that are contemplated by the Plan Term Sheet and the Restructuring Transaction.

6. Trustee and ONB Obligations.

- a. Voting on the Plan. Each of the Trustee and ONB agrees that, subject to the terms and conditions of this Plan Support Agreement and so long as no Agreement Termination Event has occurred and not been waived in accordance herewith, it will:

- i. Take all steps reasonably necessary to support and not interfere or oppose, or support interference or opposition with Lutheran Life Communities’ use of cash collateral pursuant to the Cash Collateral Order;

- ii. Take all steps reasonably necessary to support confirmation of the Plan on terms that are contemplated by the Plan Term Sheet;

- iii. To the extent applicable, vote, or cause to be voted, all Claims (as defined below) arising under the Bond Indentures that it holds or as to which it has voting authority to accept the Plan on terms that are contemplated by the Plan Term Sheet by the deadlines set forth in the disclosure statement related to the Plan (the “***Disclosure Statement***”) by

delivering a duly executed and completed ballot or ballots, as applicable, accepting the Plan;

iv. Not “opt out” of, or object to, any releases or exculpations provided under the Plan that are contemplated by the Plan Term Sheet (and, to the extent required by the ballot, affirmatively “opt in” to such releases);

v. Not change, withdraw, or revoke such vote (or cause or direct such vote to be changed, withdrawn, or revoked), subject to the terms and conditions of this Plan Support Agreement; and

vi. Consent, to the extent necessary, to the filing of a notice of an adjournment of any auction for the sale of any of the assets of any of the Lutheran Life Communities and the suspension of the sale process under the Transaction Procedures Order; *provided, however*, that such notice shall provide for the requirement to reset the auction and to continue the sale process, as contemplated in Section 17 hereof and as authorized pursuant to section (k) under the heading “Marketing Process” in the Transaction Procedures appended to the Transaction Procedures Order.

b. Restrictions on Transfers by Supporting Holders. Each Supporting Holder agrees that as long as no Agreement Termination Event has occurred and not been waived in accordance herewith, (the term “it” with respect to Supporting Holders applies to any Supporting Holder regardless of gender, to the extent applicable): (i) it shall not sell, transfer, or assign any of its Series 2019 Bonds or Claims (as defined below) or any option thereon or any right or interest (voting or otherwise) therein unless and until the transferee thereof enters into a joinder in the form annexed as **Exhibit A** hereto (a “***Joinder***”), and a copy of such Joinder is provided to the Parties at the addresses set forth in Section 35; (ii) any purported sale, transfer, or assignment shall be deemed null and void if a Joinder has not been provided to the Parties as set forth in Section 35 within five (5) Business Days of such sale, transfer, or assignment; and (iii) to the extent it acquires any additional Series 2019 Bonds or Claims after execution of this Plan Support Agreement, such Series 2019 Bonds and Claims shall in all respects be subject to the terms of this Plan Support Agreement.

c. Restrictions on Transfers by ONB. ONB agrees that as long as no Agreement Termination Event has occurred and not been waived in accordance herewith: (i) it shall not sell, transfer, or assign any of its Series 2019 Bonds or Claims or any option thereon or any right or interest (voting or otherwise) therein unless and until (A) the transferee thereof enters into a Joinder, and such Joinder is provided to the Parties as set forth in Section 35, and (B) ONB has complied with and remains in compliance with Section 12.2 or Section 12.3 of the Covenants Agreement; (ii) any purported sale, transfer, or assignment shall be deemed null and void if (A) a Joinder has not been provided to the Parties as set forth in Section 35 within five (5) Business Days of such sale, transfer, or assignment, or (B) ONB has not complied with or has not maintained compliance with Section 12.2 or Section 12.3

of the Covenants Agreement; and (iii) to the extent it acquires any additional Series 2019 Bonds or Claims after execution of this Plan Support Agreement, such Series 2019 Bonds and Claims shall in all respects be subject to the terms of this Plan Support Agreement.

- d. Adequate Information; Compliance with Section 1125(g) of the Bankruptcy Code. Each Supporting Holder and ONB agrees that it has obtained, or will receive prior to its vote on the Plan, adequate information regarding the Plan and that Lutheran Life Communities has provided all material, relevant information that each Supporting Holder and ONB has requested in advance of executing this Plan Support Agreement. Additionally, each Supporting Holder and ONB agrees that, for purposes of this Plan Support Agreement, the solicitation of its support of the Plan in accordance with the terms and conditions hereof complies with the requirements of the Bankruptcy Code and that each Supporting Holder and ONB was solicited in a manner complying with the requirements of the Bankruptcy Code.
- e. Negotiation and Implementation of Plan Documents and 2025 Bond Documents. The Parties agree that it shall negotiate in good faith and take all actions reasonably necessary to execute, deliver, and implement the Plan Documents and the 2025 Bond Documents to which each is required to be a party.
- f. Obtaining Opt-Out Releases. The Trustee, the Supporting Holders and ONB agree that they shall take all reasonable actions to ensure that the Plan provides for each Bondholder (collectively, the “**Releasing Parties**”) to provide a conclusive, absolute, unconditional, and irrevocable release of any and all Claims and/or Causes of Action that arise out of, or in connection with or relate in any way to, directly or indirectly, in whole or in part, any fact, event, matter, cause, thing, action or omission in connection with Lutheran Life Communities that occurred on or prior to the Effective Date (the “**Released Claims**”) against the Trustee, the Supporting Holders and ONB, Lutheran Life Communities, and each of their respective present and former officers, directors, members, attorneys, managers, and advisors (the “**Released Parties**”). The Parties will seek authorization from the Court to provide that the Plan ballot shall include that, unless a Releasing Party: (1) affirmatively checks a box on the Plan ballot indicating that it does not release the Released Claims against the Released Parties; and (2) timely submits the Plan ballot by the applicable voting deadline, the Releasing Party shall be deemed to have released the Released Claims against the Released Parties. The release set forth in this Section 6(f) shall be referred to in this Plan Support Agreement as the “**Opt-Out Release**.”

7. Representation and Warranties of the Supporting Holders and ONB. Each Supporting Holder and ONB represents and warrants that the following statements are true, correct, and complete as of the date hereof:

- a. It either: (i) is the sole legal or beneficial owner of a principal amount of the Series 2019 Bonds, and all related Claims, rights, powers, and causes of action arising out of or in connection with or otherwise relating to such Series 2019 Bonds; or (ii) has

the power and authority to bind the legal and beneficial owner(s) of such Series 2019 Bonds and Claims to the terms of this Plan Support Agreement and, in either case, such Supporting Holder and ONB has full power and authority to vote on and consent to such matters concerning such Series 2019 Bonds and Claims and to exchange, assign, and transfer such Series 2019 Bonds and Claims;

- b. The amount of its Claim set forth on its signature page to this Plan Support Agreement is true and correct;
- c. It has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Plan Support Agreement and perform its obligations contemplated hereunder, and the execution and delivery of this Plan Support Agreement and the performance of each such Supporting Holder's and ONB's obligations hereunder have been duly authorized by all necessary corporate, limited liability, partnership, or other similar action on its part;
- d. The execution, delivery, and performance by such Supporting Holder and ONB of this Plan Support Agreement does not and shall not violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries;
- e. The execution, delivery, and performance by such Supporting Holder and ONB of this Plan Support Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state, or governmental authority or regulatory body; and
- f. This Plan Support Agreement is the legally valid and binding obligation of such Supporting Holder, enforceable in accordance with its terms.

8. Lutheran Life Communities Obligations. Lutheran Life Communities agrees that it will:

- a. [Reserved];
- b. [Reserved];
- c. Support and take all necessary steps to commence solicitation of the requisite acceptances for the Plan;
- d. Support and take all necessary steps to effectuate the Plan and the Restructuring Transaction, including (i) filing each of the Bankruptcy Documents (as defined below), which shall each be in form and substance reasonably satisfactory to the Trustee, by no later than November 10, 2025; (ii) taking all necessary steps to obtain necessary corporate approvals for the effectuation the Plan and the Restructuring Transaction as expeditiously as is reasonably practicable under applicable law; and (iii) taking all necessary steps to obtain any and all requisite regulatory or third party approvals necessary to commence the effectuation of the Plan and the Restructuring Transaction as is reasonably practicable;

- e. Support and take all necessary steps in seeking to obtain: (i) approval from the Bankruptcy Court of the Disclosure Statement on or before December 16, 2025; (ii) the scheduling by the Bankruptcy Court of a hearing on confirmation of the Plan on or before January 21, 2026; and (iii) entry by the Bankruptcy Court an order confirming the Plan on the terms that are contemplated by the Plan Term Sheet by no later than January 23, 2026 (the “**Confirmation Date**”);
- f. Provide drafts of the following documents to the Trustee (collectively, the “**Bankruptcy Documents**”), which shall be in form and substance reasonably satisfactory to the Trustee, no later than October 25, 2025: (i) the Plan; (ii) Motion to Approve Disclosure Statement and Pre-Petition Solicitation Procedures and Proposed Order; (iii) Proposed Order Confirming the Plan; and (iv) any other document reasonably requested by the Supporting Holders or ONB with the exception of the 2025 Bond Documents.
- g. Take all necessary steps so that the effective date of the Plan shall occur not later than February 6, 2026;
- h. Support and take all commercially reasonably steps requested by the Trustee in obtaining any requisite third-party approval for the Plan and Restructuring Transaction as expeditiously as is reasonably practicable under applicable law;
- i. Not transfer any assets other than in the ordinary course of its business consistent with prior practice or as authorized by the Bankruptcy Court and in compliance with the Cash Collateral Order;
- j. Not take any action that would result in entry of an order terminating, whether in whole or in part, Lutheran Life Communities’ exclusive right to file a chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code;
- k. Use reasonably necessary efforts to respond to written requests for information from the Parties as promptly as reasonably practicable (subject to any confidentiality restrictions or considerations); and
- l. Use its best efforts to obtain approval of the release, injunction, and exculpation provisions as contemplated by the Plan Term Sheet to the extent available under applicable law, and, if applicable, under the Plan, including, for the avoidance of doubt, opposing any effort by any person or entity to eliminate or reduce the scope of such release, injunction, and exculpation provisions.
- m. Notwithstanding anything to the contrary in this Plan Support Agreement, from and after the Agreement Date until termination of this Plan Support Agreement in accordance with the terms hereof, and subject to exercise by the Lutheran Life Communities of their fiduciary duties, none of the Lutheran Life Communities nor any of their respective directors, managers, officers, agents, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives (including any governing body members) shall, directly or indirectly, encourage, solicit or initiate any inquiry or proposal from, or encourage, solicit or initiate any

negotiations with, or solicit or initiate any discussions with any person or entity concerning any Alternative Transaction Proposal or agree to endorse or take any action to facilitate any Alternative Transaction; *provided* that if the Lutheran Life Communities receives an unsolicited Alternative Transaction Proposal, then the Lutheran Life Communities shall (A) within three (3) calendar days of receiving such proposal, notify the other Parties hereto of the receipt of such proposal and deliver a copy of such proposal thereto; and (B) shall not take any action with respect to any such unsolicited Alternative Transaction Proposal prior to consultation with the Master Trustee.

- n. Notwithstanding anything to the contrary in this Plan Support Agreement, nothing in this Plan Support Agreement shall require the Lutheran Life Communities or the governing body of any member of the Lutheran Life Communities to take or refrain from taking any action to the extent the Lutheran Life Communities or the applicable governing body determines, based on the advice of counsel, that taking or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary duties; provided, however, that the Lutheran Life Communities shall provide five (5) business days' notice to the Trustee prior to taking any action or refraining from taking any action in reliance on this Section 10(n) and, provided further, the Trustee shall have five (5) business days from receipt of such notice to seek a determination of the Bankruptcy Court that the actions or inactions described in such notice constitute an unlawful or inappropriate exercise of the Lutheran Life Communities' business judgment or fiduciary duties. For the avoidance of doubt, the Lutheran Life Communities acknowledge and agree that their entry into this Plan Support Agreement, performance of their agreements and obligations hereunder, and their support for the transactions further described in the Plan Term Sheet, are, as of the Agreement Date, consistent with the Lutheran Life Communities' sound business judgment and the exercise of their fiduciary duties.

9. Restructuring Transaction. The Restructuring Transaction will be implemented through the Plan. The Series 2025 Bonds will be issued on the effective date of the Plan (the "**Effective Date**"). The issuance, terms and conditions of the Series 2025 Bonds will be set forth in Series 2025 Bond Documents, including the Amended Master Indenture, to reflect the terms and conditions described herein and in the Plan Term Sheet.

10. Representations and Warranties of Lutheran Life Communities. Lutheran Life Communities represents and warrants that the following statements are true, correct, and complete as of the date hereof:

- a. It has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Plan Support Agreement and, subject to any necessary Bankruptcy Court approval with respect to the Plan, carry out the transactions contemplated hereby and perform its obligations contemplated hereunder, and the execution and delivery of this Plan Support Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, limited liability, partnership, or other similar action on its part;

- b. The execution, delivery, and, subject to any necessary Bankruptcy Court approval, performance by Lutheran Life Communities of this Plan Support Agreement does not and shall not violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries;
- c. Other than such approval, including any regulatory approvals, as is necessary to confirm the Plan and consummate the Restructuring Transaction, the execution, delivery, and performance by Lutheran Life Communities of this Plan Support Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state, or governmental authority or regulatory body;
- d. The information it has provided in connection with the Restructuring Transaction and this Plan Support Agreement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and
- e. This Plan Support Agreement is the legally valid and binding obligation of Lutheran Life Communities, enforceable in accordance with its terms.

11. Termination of Plan Support Agreement. In the event that this Plan Support Agreement shall be terminated as a result of any of the events set forth in the following Sections 12, 13, and 14 (each, an “**Agreement Termination Event**”), all Parties shall be immediately relieved of any obligations hereunder with the exception of those obligations that expressly survive termination as set forth in Sections 15, 18 and 26 hereof. Notwithstanding the above or anything else in this Plan Support Agreement to the contrary, upon termination of this Plan Support Agreement, any Supporting Holder and ONB shall be entitled to change or withdraw its vote in favor of the Plan and be relieved from all obligations of a Supporting Holder and ONB, as applicable, under this Plan Support Agreement, with prior written notice thereof to Lutheran Life Communities and, if applicable, compliance with Rule 3018 of the Federal Rules of Bankruptcy Procedure (a “**Withdrawal**”).

12. Automatic Termination. This Plan Support Agreement shall automatically terminate as to all Parties upon the occurrence of any of the following Agreement Termination Events, without any further notice or action required:

- a. The occurrence of the Plan Effective Date;
- b. Execution of a mutual written agreement to terminate this Plan Support Agreement by each of Lutheran Life Communities, the Trustee and ONB, , and the requisite number of Supporting Holders entitled to direct the Trustee; and
- c. If the Bankruptcy Court enters an order dismissing the Chapter 11 Cases or an order pursuant to section 1112 of the Bankruptcy Code converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; and

d. If Lutheran Life Communities and the Trustee have not agreed to execution versions of the 2025 Bond Documents and any supporting agreements or instruments (including, without limitation, the management agreement and the liquidity support agreement described in the Plan Term Sheet) within thirty (30) days following delivery by the Trustee of initial drafts of such 2025 Bond Documents; provided, for the avoidance of doubt, that all such 2025 Bond Documents shall be reasonably satisfactory in form and substance to Lutheran Life Communities, the Trustee, the Supporting Holders, and ONB.

13. Termination Upon Notice. This Plan Support Agreement shall automatically terminate as to all Parties upon the occurrence of any of the following Agreement Termination Events and provision of written notice by the specified Party or Parties:

- a. By the Trustee, ONB, and the Supporting Holders, in the event that Lutheran Life Communities files or supports confirmation of, or fails to actively oppose confirmation of, a plan of reorganization that is inconsistent with the filing or consummation of the Plan or that requests or would result in a modification or amendment of the Plan in a way that materially adversely affects the Party electing termination, including an Alternative Transaction Proposal;
- b. By the Trustee, ONB, or the Supporting Holders that is negatively and directly impacted by the following events, in the event Lutheran Life Communities files a motion, complaint, application, or other request seeking to disallow, subordinate, or limit in any way the Series 2019 Bonds held by any member of the Supporting Holders or ONB, Claims, or the liens of any member of the Supporting Holders, ONB, or the Trustee, or seeking entry of an order by the Bankruptcy Court disallowing, subordinating, or limiting in any way the Series 2019 Bonds, Claims, or liens of any member of the Supporting Holders, ONB, or the Trustee, or asserting a claim against the Bond Trustee, the Master Trustee, any Supporting Holder, or ONB to avoid any transfer or obligation, or seeking any other monetary or equitable relief from or against the Bond Trustee, the Master Trustee, any Supporting Holder, or ONB;
- c. By the Trustee, ONB, or the Supporting Holders, in the event Lutheran Life Communities files a motion, objection, lawsuit, administrative or adversary proceeding, or otherwise assists in any of the foregoing, which would result in a modification or amendment of the Plan (including in the case of any document which is an interim order, by replacement with a final order) that materially adversely affects the party seeking termination, or is otherwise inconsistent in a material respect with the terms of the Restructuring Transaction in a manner that materially adversely affects the party seeking termination;
- d. By the Trustee, ONB, or the Supporting Holders, in the event that Lutheran Life Communities files, amends, modifies, executes, or enters into, or files a pleading seeking authority to execute, enter into, amend or modify, any 2025 Bond Documents that are not in form or substance consistent with this Plan Support

Agreement or the Plan Term Sheet that are not reasonably satisfactory in form and substance to the Trustee, or publicly announces its intention to take any such action;

- e. By the Trustee, in the event that Lutheran Life Communities takes any action or refrains from taking any action in reliance on Section 8.n hereof over the written objection of the Trustee;
- f. By any Party if the Bankruptcy Court:
 - i. enters an order denying confirmation of the Plan, unless waived by Lutheran Life Communities and the Trustee, acting at the direction of a requisite number of the Supporting Holders required to direct the Trustee and ONB;
 - ii. enters an order pursuant to section 1104 of the Bankruptcy Code appointing a trustee or appointing an examiner with powers beyond the duty to investigate and report (as set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), including, without limitation, to operate and manage Lutheran Life Communities businesses, unless waived by the Trustee, the Supporting Holders, and ONB; or
 - iii. enters an order terminating, whether in whole or in part, the Lutheran Life Communities' exclusive right to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code.

14. Termination Upon Five Days' Notice. This Plan Support Agreement shall automatically terminate as to all Parties upon the occurrence of any of the following Agreement Termination Events, following five days' written notice by the specified Party or Parties and the expiration of any applicable cure period:

- a. By the Trustee, ONB, or the Supporting Holders, if Lutheran Life Communities fails to satisfy any of its obligations set forth in Section 8;
- b. By Lutheran Life Communities, if the class comprised of members of the Supporting Holders has not voted to accept the Plan by the deadline set forth in the Disclosure Statement, or such vote is no longer effective;
- c. [By Lutheran Life Communities, if the class comprised of ONB has not voted to accept the Plan by the deadline set forth in the Disclosure Statement, or such vote is no longer effective;]
- d. By the Trustee, ONB, or the Supporting Holders, if Lutheran Life Communities fails to obtain an order confirming the Plan within on or before January 23, 2026;
- e. By the Trustee, ONB, or the Supporting Holders, if the Plan Effective Date has not occurred on or before February 6, 2026;

- f. By any Party, if any governmental authority, including any regulatory authority or bankruptcy court of competent jurisdiction, issues any ruling or order denying any requisite approval of, or enjoining, the consummation of any portion of the Restructuring Transaction and such ruling or order has not been appealed, reversed, or annulled within 45 days of entry of the ruling or order despite the diligent efforts of the Parties;
- g. By any Party, if an injunction, judgment, order, decree, ruling, or charge has been entered that prevents consummation of the Restructuring Transaction and such injunction, judgment, order, decree, ruling, or charge has not been appealed, reversed or annulled within 45 days of entry of the ruling or order despite the diligent efforts of the Parties;
- h. By any Party, if there is an unequivocal rejection of consent, by a third party or such third party's governing entity, whose consent is required to effectuate the Restructuring Transaction;
- i. By either the Trustee, ONB, or the Supporting Holders, if Lutheran Life Communities fails to comply with any of its obligations in a material respect under this Plan Support Agreement; or
- j. By Lutheran Life Communities if any Supporting Holder or ONB fails to comply with any of its obligations under this Plan Support Agreement in any material respect.

15. Sale Process Following Termination. Notwithstanding any provision in this Plan Support Agreement to the contrary and subject to the fiduciary duties of the Lutheran Life Communities, following an effective termination of this Plan Support Agreement, the Lutheran Life Communities shall then immediately restart and prosecute, in good faith, the sale process described in the Transaction Procedures Order, including, without limitation, rescheduling of the auction described therein and prosecution of the transaction(s) described in the *Notice of Designation of Stalking Horse Bidder and Limited Fifth Extension of Deadline to Designate Additional Stalking Horse Bidder(s)* [Dkt. No. 501], subject to overbids and to the results of said auction.

16. Notices of Termination. Notwithstanding any provision in this Plan Support Agreement to the contrary, the right to provide any notice(s) of an Agreement Termination Event (a “**Termination Notice**”) shall not be available to any Party whose breach of, or failure to fulfill any material obligation under, this Plan Support Agreement has directly caused, or directly resulted in, the occurrence of an Agreement Termination Event. Any Termination Notice shall be sent to all Parties in accordance with Section 35.

17. Rights to Dispute Termination or Withdrawal. All Parties reserve all rights to argue that any alleged Agreement Termination Event did not occur or a Termination Notice or Withdrawal was not permitted under this Plan Support Agreement by serving on the Parties hereto a notice of its intention to object setting forth with specificity the grounds for any such objection within three (3) days of receipt of the Termination Notice. Nothing herein shall be deemed in any

way to prejudice any Parties' right to respond to or otherwise oppose such a notice of intention to object or any related document or pleading including by seeking an expedited or emergency hearing thereon or seeking to continue any scheduled confirmation hearing. Notwithstanding anything contained in this Plan Support Agreement, including without limitation a termination pursuant to Sections 12 through 14, all obligations of the Parties hereunder shall be reinstated in the event of a judicial determination that the applicable Agreement Termination Event or Withdrawal was improper or not effective and such Agreement Termination Event or Withdrawal shall be deemed to be null and void *ab initio*. In the event the Bankruptcy Court finds that an Agreement Termination Event has occurred as provided for in this Plan Support Agreement, then any Withdrawal based on such Agreement Termination Event shall be deemed to have been in good faith for purposes of section 1126(c) of the Bankruptcy Code.

18. Effect of Termination. Subject to Section 26 of this Plan Support Agreement, upon termination of this Plan Support Agreement, all obligations hereunder shall terminate and shall be of no force and effect; *provided* that any claim or causes of action for breach of this Plan Support Agreement shall survive termination and all rights and remedies of the non-breaching Party with respect to such claims or causes of actions shall be fully preserved and not be prejudiced in any way; and provided further that the breach of this Plan Support Agreement by one or more Parties shall not create any rights or remedies against the non-breaching Party.

19. Appearing in the Bankruptcy Court. Notwithstanding any provision in this Plan Support Agreement, nothing in this Plan Support Agreement shall be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in the Bankruptcy Court so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Plan Support Agreement and the Restructuring Transaction and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transaction.

20. Cooperation; Further Assurances. The Parties shall cooperate with each other and one another's advisors and shall coordinate their activities (to the extent practicable) in respect of all actions commercially reasonably necessary to consummate the Restructuring Transaction consistent with the terms and provisions of the Plan Term Sheet. The Parties further agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be commercially reasonably appropriate or necessary, from time to time, to effectuate the Restructuring Transaction.

21. Additional Claims. Nothing herein should be construed to restrict any Supporting Holder's or ONB's right to acquire additional Claims against Lutheran Life Communities. To the extent any Supporting Holder or ONB acquires additional Claims, each such Supporting Holder or ONB agrees that it shall promptly notify Lutheran Life Communities regarding any such acquisition and that such Claims shall automatically be subject to this Plan Support Agreement.

22. Amendments. This Plan Support Agreement may not be modified, amended, or supplemented except in writing signed by the Parties; *provided, however*, that any of the deadlines set forth in Section 8(a)-(n) may be waived or extended by written agreement of Lutheran Life Communities, and the Master Trustee and ONB.

23. GOVERNING LAW; JURISDICTION. THIS PLAN SUPPORT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS PLAN SUPPORT AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER, OR ARISING OUT OF OR IN CONNECTION WITH, THIS PLAN SUPPORT AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, SHALL BE BROUGHT IN ANY FEDERAL OR STATE COURT IN ILLINOIS HAVING JURISDICTION, AND BY EXECUTION AND DELIVERY OF THIS PLAN SUPPORT AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT, OR PROCEEDING; *PROVIDED*, THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ISSUES RELATING TO THIS PLAN SUPPORT AGREEMENT PROVIDED THAT THE BANKRUPTCY COURT SHALL FOLLOW APPLICABLE CHOICE OF LAW RULES.

24. WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS PLAN SUPPORT AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING SOLELY OUT OF THIS PLAN SUPPORT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF, WHETHER SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY PARTY TO THIS PLAN SUPPORT AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

25. Specific Performance; Damages. It is understood and agreed by the Parties that the exact nature and extent of damages resulting from a breach of this Plan Support Agreement are uncertain at the time of entering into this Plan Support Agreement and that breach of this Plan Support Agreement would result in damages that would be difficult to determine with certainty. It is understood that, other than damages specified in this Plan Support Agreement, money damages would not be a sufficient remedy for any breach of this Plan Support Agreement, and the Parties shall each be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach without the requirement of having to post a bond in connection therewith. Except for the Supporting Holders and ONB, against which specific performance and designation of bankruptcy plan voting rights shall be the exclusive remedies, specific performance shall not be deemed to be the exclusive remedy for breach of this Plan Support Agreement by any Party or its representatives, but shall be in addition to all other remedies available at law or in equity.

26. Survival. Notwithstanding (i) any sale of the Series 2019 Bonds or Claims in accordance with Section 6(b) or (ii) the termination of this Plan Support Agreement pursuant to

Sections 12 through 14, the agreements and obligations (including payment obligations) in Sections 7, 8(j), 10, 12-14, 17-19, 21-25, and 27-41 shall survive such sale and/or termination and shall continue in full force and effect for the benefit of the Supporting Holders and/or ONB, as applicable, in accordance with the terms hereof.

27. Headings. The headings of the Sections, paragraphs and subsections of this Plan Support Agreement are inserted for convenience only and shall not affect the interpretation hereof.

28. Successors and Assigns; Severability; Several Obligations. This Plan Support Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives. The invalidity or unenforceability at any time of any provision hereof shall not affect or diminish in any way the continuing validity and enforceability of the remaining provisions hereof. The agreements, representations, and obligations of the Supporting Holders and ONB under this Plan Support Agreement are, in all respects, several and not joint.

29. No Third-Party Beneficiaries. Unless expressly stated herein, this Plan Support Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

30. Consideration. It is hereby acknowledged by the Parties that no consideration shall be due or paid to the Supporting Holders or ONB for their agreement to support the Restructuring Transaction and vote in favor of the Plan in accordance with the terms and conditions of this Plan Support Agreement, other than Lutheran Life Communities' agreement to pursue the Restructuring Transaction and file, pursue confirmation of, and implement the Plan in accordance with the terms and conditions of this Plan Support Agreement, which the Parties acknowledge is fair and sufficient consideration to support the Parties' respective agreements hereunder.

31. Prior Negotiations; Entire Agreement. This Plan Support Agreement constitutes the entire agreement of the Parties related to the Restructuring Transaction and supersedes all other prior negotiations with respect to the subject matter hereof.

32. Counterparts. This Plan Support Agreement and any amendments, joinders, consents or supplements hereto, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Facsimile or scanned signatures on this Plan Support Agreement shall be treated as originals for all purposes.

33. Construction. This Plan Support Agreement shall be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length and be interpreted without favor to any Party.

34. Time of the Essence. Time shall be of the essence with respect to each and every of the various undertakings and obligations set forth in this Plan Support Agreement.

35. Notices. All notices, demands, requests, consents, approvals, and other communications ("Notice" or "Notices") hereunder shall be in writing and delivered by: (i) courier or messenger service; (ii) express or overnight mail; (iii) electronic mail (with a contemporaneous

telephone message at the phone number(s) listed below); or (iv) by registered or certified mail, return receipt requested and postage prepaid, addressed to the respective Parties 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

Trustee:

UMB Bank, N.A.
120 Sixth Street South, Suite 1400
Minneapolis, Minnesota 55402
Attn: Julie J. Becker
Email: julie.becker@umb.com

With a simultaneous copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Attn: Daniel Bleck, Esq.
Aaron Williams, Esq.
Email: DSBleck@mintz.com
AWilliams@mintz.com

ONB:

Old National Bank
8750 W. Bryn Mawr Avenue
Chicago, Illinois 60631
Attn: Kim McMahon, SVP – Healthcare
John Whyman, SVP Credit Administration
Email: Kim.McMahon@oldnational.com
John.Whyman@oldnational.com

With a simultaneous copy to:

Polsinelli PC
1201 West Peachtree Street NW, Suite 1100
Atlanta, Georgia 30309
Attn: Jessica Zaiger, Esq.
Email: jzaiger@polsinelli.com

Supporting Holders:

As set forth on their respective signature pages.

or to such other addresses any Party may hereafter designate. Notice by courier or messenger service or by express or overnight mail, shall be effective upon receipt. Notice by electronic mail shall be effective upon delivery by the recipient of a confirming telephone message or response via electronic mail. Notice by mail, shall be complete at the time of deposit in the U.S. mail system, but any right or duty to do any act or make any response within any prescribed period or on a date certain after the service of such Notice given by mail shall be, without further action by any Party, automatically extended three (3) days.

36. Reservation of Rights. Except as expressly provided in this Plan Support Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each Supporting Holder and ONB to protect and preserve its rights, remedies, and interests, including its Claims against Lutheran Life Communities. Nothing herein shall be deemed an admission of any kind. If the transactions contemplated are not consummated, or this Plan Support Agreement is terminated for any reason, the Parties hereto fully reserve any and all of their rights. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Plan Support Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

37. Fees and Expenses. Should any Party be deemed by final order of a court of competent jurisdiction to have committed a material breach of this Plan Support Agreement, such breaching Party shall pay all fees, charges, and expenses, including reasonable attorneys', accountants', and financial advisors' fees, and all other costs and expenses which may be incurred by other Parties in the enforcement of this Plan Support Agreement, whether or not any action or proceedings is actually commenced against the breaching Party or prosecuted to judgment.

38. Nature of the Obligations of Each Supporting Holder and ONB. The obligations of each of the Supporting Holders and ONB (referring to individually in this paragraph as a "**Creditor**") hereunder shall be several, and not joint with the obligations of any other Creditor, and no Creditor shall be responsible in any way for the performance of the obligations of any other Creditor hereunder. Nothing herein or in any other agreement or document, and no action taken by any Creditor pursuant hereto or thereto, shall be deemed to constitute all Creditors as a group, a partnership, an association, a joint venture, or any other kind of entity or create a presumption that the Creditors are in any way acting in concert or as a group with respect to such obligations or the transaction contemplated by this Plan Support Agreement. Each Creditor shall be entitled to protect and enforce its rights, including the rights arising out of this Plan Support Agreement, and it shall not be necessary for any other Creditor to be joined as an additional party in the proceeding for such purpose.

39. Press Releases and Third-Party Communications. Except as expressly contemplated herein or otherwise required by applicable law, including any federal or state regulations, without the prior written consent of the Parties hereto, no Party will (or will permit any of its subsidiaries, affiliates, agents, or representatives to) show this Plan Support Agreement

or the schedules attached hereto (or otherwise disclose the existence or all or a portion of the contents hereof) to any third party (other than to the Parties, the Issuer, the Trustee, and the respective officers, directors, employees, accountants, attorneys, and financial advisors of each the Parties, the Issuer, and the Trustee); *provided*, that Lutheran Life Communities shall be permitted to (a) issue any press release with respect to this Plan Support Agreement with the consent of the other Parties hereto, which consent shall not be unreasonably withheld, and to discuss the content of such press releases and the transactions described in this Plan Support Agreement with the residents of Lutheran Life Communities following either: (i) issuance of such press releases or (ii) 5:00 p.m., eastern on the day immediately prior to the date that the EMMA notice referenced at the end of this Section 39 is anticipated to be posted, (b) file a copy of this Plan Support Agreement with the Bankruptcy Court upon consultation with the other Parties hereto, and (c) disclose and provide a copy of this Plan Support Agreement to any of its regulators; and *provided further*, that each Party hereto shall be permitted to issue a press release, make a public statement or disclose the contents of this Plan Support Agreement as may be required by law, regulation, or court or administrative order, in which case the Party making the disclosure shall use all reasonable efforts to consult with, and provide a copy of all proposed written disclosure to, the other Parties hereto prior to such disclosure. Notwithstanding the foregoing, the Parties acknowledge that the Master Trustee has certain notice obligations under the Bond Indentures and the Master Indenture, and nothing herein is intended to prohibit the Master Trustee, in its capacity as either the Bond Trustee or the Master Trustee, as applicable, from providing any notices as the Trustee deems necessary therein. It is agreed by the Parties that a notice or notices shall be posted on the MSRB Electronic Municipal Market Access (EMMA) website promptly upon execution of this Plan Support Agreement that, at a minimum, will disclose the material terms of this Plan Support Agreement and the Plan Term Sheet, including without limitation the material terms of the Restructuring Transaction, including the bond exchange associated therewith, as well as the approximate aggregate percentage of the principal amount of the Series 2019 Bonds held by the Supporting Holders.

40. Automatic Stay. Each of the Lutheran Life Obligated Group, the Manager, and Foundation acknowledge that the giving of notice of termination by any Party pursuant to this Plan Support Agreement or a Withdrawal shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code, and each of the Lutheran Life Obligated Group, the Manager, and Foundation agrees that it shall not challenge or object to the giving of such notice of termination or Withdrawal; *provided*, for the avoidance of doubt, that each of the Lutheran Life Obligated Group, the Manager and the Foundation reserve all rights to object to the substance of any such notice of termination or Withdrawal.

41. Agreement Not a Plan. This Plan Support Agreement does not constitute a plan of reorganization or confirmation thereof under the Bankruptcy Code. The plan of reorganization or confirmation will not become effective unless and until the Bankruptcy Court enters an order confirming such plan and the plan becomes effective in accordance with its terms. This Plan Support Agreement is not intended to constitute a solicitation or acceptance of a plan of reorganization or confirmation.

[Signature Pages Follow]

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

THE LUTHERAN LIFE COMMUNITIES:

LUTHERAN HOME AND SERVICES FOR THE AGED, INC.

DocuSigned by:


Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

LUTHERAN HOME FOR THE AGED, INC.

DocuSigned by:


Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

WITTENBERG LUTHERAN VILLAGE, INC.

DocuSigned by:


Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

**WITTENBERG LUTHERAN VILLAGE ENDOWMENT
CORPORATION**

DocuSigned by:


Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

PLEASANT VIEW LUTHER HOME, INC.

DocuSigned by:


Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

LUTHER OAKS, INC.

DocuSigned by:

Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

**LUTHERAN LIFE COMMUNITIES,
AS THE MANAGER**

DocuSigned by:

Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

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

DocuSigned by:

Sloan Bentley

833B1641FB3D4D8...

By: M. Sloan Bentley

Its: Director

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

TRUSTEE:

**UMB BANK, N.A.,
AS SUCCESSOR MASTER TRUSTEE AND
SUCCESSOR BOND TRUSTEE**

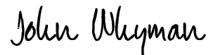
By: 
Julie J. Becker
Its: Senior Vice President

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

ONB:

OLD NATIONAL BANK

DocuSigned by:



E204722642DC144...

By: John Whyman

Its: Senior Vice President

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:

[REDACTED] as investment adviser/subadviser/agent on behalf of the below listed Supporting Holders managed by it, separately and not jointly

By: Illia
Name: [REDACTED]
Title: Assistant Secretary
Aggregate Principal Amount of Bonds Owned: \$73,475,000

Supporting Holder	CUSIP	Principal Amount (\$)
[REDACTED]	45204E5X2	440,000
[REDACTED]	45204E5Y0	460,000
[REDACTED]	45204E5Z7	2,065,000
[REDACTED]	45204E6D5	3,000,000
[REDACTED]	45204E6D5	2,020,000
[REDACTED]	45204E6D5	3,430,000
[REDACTED]	45204E6E3	20,210,000
[REDACTED]	45204E6E3	55,000
[REDACTED]	45204E6E3	1,525,000
[REDACTED]	45204E6E3	60,000
[REDACTED]	45204E6E3	45,000
[REDACTED]	45204E6E3	2,245,000
[REDACTED]	45204E6E3	60,000
[REDACTED]	45204E6E3	75,000
[REDACTED]	45204E6F0	27,085,000
[REDACTED]	45204E6F0	670,000
[REDACTED]	45204E6F0	1,155,000
[REDACTED]	45204E6F0	500,000
[REDACTED]	45204E6F0	1,000,000
[REDACTED]	45204E6F0	2,450,000
[REDACTED]	45204E6F0	1,245,000
[REDACTED]	45204E6F0	910,000
[REDACTED]	45204E6F0	1,220,000
[REDACTED]	45204E6F0	1,550,000

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:



[REDACTED], not in its principal capacity, but solely in its capacity as investment manager, adviser or sub-adviser on behalf of certain funds or accounts, severally and not jointly

By: 
Name: [REDACTED]
Title: Managing Director

By signing above, the party listed on this signature page certifies it holds the following principal amount of the following instruments as investment manager, adviser or sub-adviser on behalf of certain funds or accounts, severally and not jointly:

CUSIP	AMOUNT
45204E5V6	n/a
45204E5W4	n/a
45204E5X2	n/a
45204E5Y0	n/a
45204E5Z7	n/a
45204E6A1	n/a
45204E6B9	n/a
45204E6C7	n/a
45204E6D5	\$8,910,000
45204E6E3	n/a
45204E6F0	\$7,400,000

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:

[name]

By: Howard F. Biegel
Name: [REDACTED]
Title: MANAGING DIRECTOR
Principal Amount of Bonds Owned: \$[] 14,560,000

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:

[REDACTED], as investment adviser on behalf of certain funds/accounts, severally and not jointly

By: Mark _____

Name: [REDACTED]
Title: MD & Head of Legal
Principal Amount of Bonds Owned: \$12,950,000

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:

[REDACTED] not on its own behalf but in its capacity as investment advisor to:

[REDACTED]

Signed by:

 Nathan M. Will

By: _____

Name: [REDACTED]

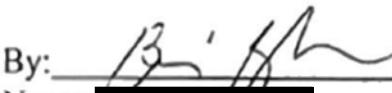
Title: Principal, Head of Municipal Credit Research

Principal Amount of Bonds Owned: \$12,160,000

In witness whereof, the Parties hereto have executed this Plan Support Agreement or caused the same to be executed by their respective duly authorized officers as of the date first set forth above.

SUPPORTING HOLDERS:

[REDACTED] – MUNICIPAL
GROUP, on behalf of funds and accounts under management

By: 
Name: [REDACTED]
Title: Director

Principal Amount of Bonds Owned: \$6,405,000

Exhibit A – Form of Joinder

This Joinder (“**Joinder**”) to the Plan Support Agreement dated as of October 10, 2025 (including all schedules and exhibits thereto, as amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Plan Support Agreement**”) by and among the Lutheran Life Communities, the Trustee, ONB, each Supporting Holder signatory (or that has executed a similar joinder) thereto, is executed and delivered by [name of joining creditor] (the “**Joining Supporting Creditor**”) as of [date].

Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term as forth in the Plan Support Agreement.

1. Agreement to be Bound. The Joining Supporting Creditor hereby agrees to be bound by all of the terms of the Plan Support Agreement. The Joining Supporting Creditor shall hereafter be deemed to be a “Supporting Holder” and a Party for all purposes under the Plan Support Agreement.

2. Representations and Warranties. With respect to the aggregate principal amount of the Series 2019A Bonds held by the Joining Supporting Creditor, the Joining Supporting Creditor hereby makes, as of the date hereof, the representations and warranties of the Supporting Holders set forth in Sections 7(a) through 7(f) of the Plan Support Agreement to each of the other Parties to the Plan Support Agreement.

3. Governing Law. Section 23 of the Plan Support Agreement is incorporated by reference as if set forth fully herein, except that any references to “Plan Support Agreement” shall be replaced with references to “Joinder.”

* * * *

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IN WITNESS WHEREOF, the Joining Supporting Creditor has caused this Joinder to be executed as of the date first written above.

Entity Name of Joining Supporting Creditor

Authorized Signatory:

By: _____

Name:

Title:

Address:

Principal amount of Bonds beneficially owned by Joining Supporting Creditor, or beneficially owned by accounts for which Joining Supporting Creditor has investment management responsibility:

\$ _____

Schedule 1

(Plan Term Sheet)

[Attached]

RESTRUCTURING TERM SHEET

This Restructuring Term Sheet (this “**Term Sheet**”), dated as of October 10, 2025, sets forth certain of the principal terms and conditions of a financial restructuring (the “**Restructuring Transaction**”) of the outstanding indebtedness of (i) Lutheran Home and Services for the Aged, Inc. (“**LHSA**”), (ii) Lutheran Home for the Aged, Inc. (“**LHA**”), (iii) Wittenberg Lutheran Village, Inc. (“**WLVT**”), (iv) Wittenberg Lutheran Village Endowment Corporation (“**WLVEC**”), (v) Pleasant View Luther Home, Inc. (“**PVHP**”), and (vi) Luther Oaks, Inc. (“**LO**”), a group of related Illinois not-for-profit corporations (collectively, the “**Lutheran Life Obligated Group**,” and together with Lutheran Life Communities (the “**Manager**”) and Lutheran Life Communities Foundation (the “**Foundation**”), the “**Lutheran Life Communities**”), including, without limitation, (a) \$153,360,000 Revenue Bonds, Series 2019A (Lutheran Life Communities Obligated Group) (the “**Series 2019A Bonds**”), issued by the Illinois Finance Authority (the “**Issuer**”) pursuant to that certain Bond Trust Indenture (the “**Series 2019A Indenture**”) dated as of December 1, 2019, respectively, between the Issuer and UMB Bank, N.A. (successor to Wells Fargo Bank N.A.) as the bond trustee for the Series 2019A Bonds (in such capacity, the “**Series 2019A Bond Trustee**”), (b) the \$659,012 original principal amount of the Issuer’s Variable Rate Revenue Refunding Bonds, Series 2019B-1 (Lutheran Life Communities Obligated Group) (the “**Series 2019B-1 Bonds**”) issued pursuant to that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by the First Supplemental Bond Trust Indenture dated as of December 1, 2022 (the “**Series 2019B-1 Indenture**”), between the Issuer and UMB Bank, N.A. (successor to Wells Fargo Bank N.A.) as the bond trustee for all of the Series 2019B Bonds (in such capacity, the “**Series 2019B Bond Trustee**”)¹ and that certain Additional Covenants Agreement dated as of December 1, 2019, as amended by the First Amendment to Additional Covenants Agreement (the “**Series 2019B-1 Covenants Agreement**”) between the Lutheran Life Obligated Group members and Old National Bank (with its successors and assigns, the “**Series 2019B Bondholder**”), (c) the \$24,064,870 original principal amount of the Issuer’s Variable Rate Revenue Refunding Bonds, Series 2019B-2 (Lutheran Life Communities Obligated Group) (the “**Series 2019B-2 Bonds**” and together with the Series 2019B-1 Bonds, the “**Series 2019B Bonds**”) issued pursuant to that certain Bond Trust Indenture dated as of December 1, 2019, as supplemented by the First Supplemental Bond Trust Indenture dated as of December 1, 2022 (the “**Series 2019B-2 Indenture**” and together with the Series 2019B-1 Indenture, the “**Series 2019B Indentures**”), between the Issuer and the Series 2019B Bond Trustee and that certain Additional Covenants Agreement dated as of December 1, 2019 (the “**Series 2019B-2 Covenants Agreement**” and together with the Series 2019B-1 Covenants Agreement, the “**Series 2019B Covenants Agreement**”), between the Lutheran Life Obligated Group members and the Series 2019B Bondholder, (d) a \$5,000,000 line of credit (the “**MIF LOC**”) with the Mission Investment Fund of the Evangelical Lutheran Church in America (“**MIF**”), (e) a \$15,000,000 loan from MIF (the “**Subordinated MIF Loan**”) and (f) a \$3,100,000 Promissory Note, made, executed and delivered by the Manager in favor of MIF (the “**Salt Creek Note**”) (all of the foregoing, collectively, the “**Indebtedness**”). This Term Sheet sets out certain terms and conditions of the Restructuring Transaction set forth by the Lutheran Life Communities, for discussion with the Trustee, the members of an informal steering committee comprised of certain holders of the Series 2019A Bonds (each referred to herein as a “**Steering Committee Member**” and, collectively, as the “**Steering Committee**”), the Series 2019B Bondholder and MIF (collectively, with Lutheran Life Communities, the “**Parties**”).

¹ UMB Bank, N.A. also serves as the master trustee (the “**Master Trustee**”) under that certain Master Trust Indenture, dated as of December 1, 2019 (the “**Existing Master Indenture**”), between the Lutheran Life Obligated Group and the Master Trustee, pursuant to which the Lutheran Life Obligated Group issues certain Series 2019 Obligations to secure its obligations under and with respect to the Indebtedness enumerated above, other than the Subordinated MIF Loan. The Master Trustee, the Series 2019A Bond Trustee and the Series 2019B Bond Trustee are sometimes referred to herein, collectively or individually, as the context may require, as the “**Trustee**.”

The Restructuring Transaction contemplates, among other things, an exchange (the “**Proposed Exchange**”) of the outstanding Series 2019A Bonds and Series 2019B Bonds as provided for herein for new Series 2025 Bonds (as hereinafter defined). This Term Sheet contemplates the consummation of the Restructuring Transaction through a Plan of Reorganization (the “**Plan**”) in the pending chapter 11 cases of the Lutheran Life Communities (the “**Bankruptcy Case**”) in the United States Bankruptcy Court for the Northern District of Illinois (the “**Bankruptcy Court**”) as more fully described below.

This Term Sheet and the undertakings contemplated herein are non-binding and subject in all respects to the negotiation, execution and delivery of mutually acceptable definitive documentation among the Parties, the final terms of which may differ from and will control over this Term Sheet. This Term Sheet is not and shall not be deemed to be a solicitation of votes for the acceptance of any plan of reorganization, including without limitation, the Plan or the Proposed Exchange.

THIS TERM SHEET IS BEING PROVIDED AS PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE PROPOSED RESTRUCTURING OF THE INDEBTEDNESS. THIS TERM SHEET IS SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND COMPARABLE STATE STATUTES. NOTHING IN THIS TERM SHEET SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE, SOLELY FOR SETTLEMENT PURPOSES, WITH A FULL RESERVATION AS TO ALL RIGHTS, REMEDIES AND DEFENSES OF THE LUTHERAN LIFE COMMUNITIES, THE RESTRUCTURING PROPONENTS,² AND ALL OTHER PARTIES.

I. Overview

This Term Sheet sets forth certain principal terms of a proposed Restructuring Transaction to address the restructuring of the Indebtedness and other obligations of Lutheran Life Obligated Group. The Restructuring Transaction shall be consummated through the Bankruptcy Case.

II. Bond Restructuring

Series 2025 Bonds	
Restructuring Overview	<p>The Restructuring Transaction contemplates, among other things, an exchange of the outstanding Series 2019A Bonds in the aggregate outstanding principal amount of \$[____], the Series 2019B Bonds in the aggregate outstanding principal amount of \$[____], and restructuring of the MIF LOC in the principal amount of \$[____]. The Subordinated MIF Loan shall receive the treatment hereinafter described under the MIF Subordinated Note.</p> <p>In conjunction with the bond exchange, the Issuer will issue: (i) \$[equal par] in principal amount of new Series 2025A Bonds (the “Series 2025A Bonds”) in exchange for one hundred percent (100%) of the outstanding principal of the Series 2019A Bonds; (ii) [equal par] in principal amount of new Series 2025B Bonds (the “Series 2025B Bonds” and together with the Series 2025A Bonds, the “Series 2025 Bonds”) in exchange for one</p>

² The “**Restructuring Proponents**” shall mean the Lutheran Life Communities, the Trustee, the members of the Steering Committee, and the Series 2019B Bondholder.

	<p>hundred percent (100%) of the outstanding principal of the Series 2019B-1 Bonds and Series 2019B-2 Bonds.³</p> <p>Simultaneously with the bond exchange, the Lutheran Life Obligated Group and MIF will amend and restate the MIF LOC documents, which will include the issuance of a new master note to secure the MIF LOC, the terms and conditions of which are described below (the “2025 MIF LOC Documents”).</p> <p>The Restructuring Transaction will be implemented through the Plan. The Series 2025 Bonds and the 2025 MIF LOC Documents will be issued on the effective date of the Plan (the “Effective Date.”) The issuance and terms and conditions of the Series 2025 Bonds will be set forth in definitive documents (collectively, the “Series 2025 Bond Documents”), including an amendment and restatement of the Existing Master Indenture (as so amended and restated, the “Master Indenture”) to reflect the terms and conditions described herein.</p> <p>The Lutheran Life Communities will file the Plan and a disclosure statement to the Plan (the “Disclosure Statement”) that is reasonably acceptable to the Restructuring Proponents, which contains the terms and conditions outlined in this Term Sheet, on the timeline set forth Plan Support Agreement.</p>
Plan Support Agreement	<p>The Parties shall enter into a binding plan support agreement (the “Plan Support Agreement”) evidencing the commitment of the Parties to support the Plan and consummate the Restructuring Transaction on the terms set forth in this Term Sheet and as otherwise provided in the Plan Support Agreement.</p> <p>The Parties will agree not to take any actions inconsistent with this Term Sheet or the Plan Support Agreement.</p> <p>The members of the Steering Committee shall comprise not less than two-thirds of the aggregate amount of the Series 2019A Bonds and Series 2019B Bonds.</p>
Retention of Bonds and Claims	<p>During the term of the Plan Support Agreement, the members of the Steering Committee and the Series 2019B Bondholder shall not sell, transfer, assign, or otherwise dispose of, directly or indirectly, any of the Series 2019 Bonds, or any right, claim, or interest (voting or otherwise) related to or arising from the Series 2019 Bonds, subject to the terms and conditions of the Plan Support Agreement; <i>provided, however,</i> that the Series 2019B Bondholder can transfer all or any portion of the Series 2019B Bonds upon compliance with Section 12.2 or Section 12.3 of the related Series 2019 B Covenants Agreement (which would also effect a transfer of the related Series 2019B Covenants Agreements and related Master Notes) and upon the further condition that the transferee confirm</p>

³ The parties intend to combine the Series 2019B-1 Bonds and Series 2019B-2 Bonds into a single series of Series 2025B Bonds, but if bond/tax counsel require separate series, all references to Series 2025B Bonds herein shall mean Series 2025B-1 Bonds and Series 2025B-2 Bonds that are proportionate to the Series 2019B-1 Bonds and Series 2019B-2 Bonds.

	<p>in writing its agreement to the provisions hereof and of the Plan Support Agreement.</p> <p>During the term of the Plan Support Agreement, MIF shall not sell, transfer, assign or otherwise dispose of, directly or indirectly, any Claims, right or interests (voting or otherwise) related to or arising from the Subordinated MIF Loan, the Salt Creek Note or the MIF LOC.</p>
Restructuring of the Series 2019 Bonds	<p>Exchange of the Series 2019 Bonds: Holders shall receive in exchange for the Series 2019 Bonds ratable shares of Series 2025 Bonds on the following terms:</p> <p><u>Series 2025A Bonds:</u></p> <ul style="list-style-type: none">• Principal of \$[equal to outstanding 2019A par];• Term of 29 years;• Interest to accrue at a rate of 6.500% per annum;• Interest will be tax exempt for federal income tax purposes;• Payments on the Series 2025A Bonds will be interest only for the first 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 as set forth on <u>Schedule 1</u> attached hereto (the “<i>2025A Bond Payments</i>”); and• Subject to optional redemption prior to maturity commencing on the [] year after the Effective Date at a redemption price equal to 103% in year 7, 102% in year 8, 101% in year 9 and at a price equal to par in year 10 and thereafter. <p><u>Series 2025B Bonds</u></p> <ul style="list-style-type: none">• Principal of \$[equal to outstanding 2019B par];• Maturities, mandatory tender date (December 12, 2034), optional and extraordinary optional redemption provisions mapped to the existing optional and extraordinary redemption provisions of the Series 2019B Bonds;• Interest to accrue based on the same Private Placement Floating Rate (as defined in the Series 2019B Indentures) formulas the Series 2019B Bonds, but with a 1% increase to the Applicable Spread (as defined in the Series 2019B Indentures), and to be payable on the same dates as of the Series 2019B Bonds;• Interest will be tax exempt for federal income tax purposes;• Payments on the Series 2025B Bonds will be interest only for the first 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 as set forth on <u>Schedule 1</u>;• The Series 2025B Bonds will be subject to an Additional Covenants Agreement between the Obligated Group

	<p>Members and the Series 2019B Bondholder (the “<i>Series 2025B Covenants Agreement</i>”) on substantially the same terms as the Series 2019B Covenants Agreement, except to the extent such terms are expressly modified by the terms hereof, in which case such Series 2025B Covenants Agreement will reflect such terms herein. The Series 2025B Bonds will also have the benefit of an amended and restated agreement to be entered into between the Obligated Group Members in favor of the Series 2025B Bondholder, which will replace the existing Assignment of Deposit Account dated February 28, 2018 given by LHS in favor of Old National Bank (as successor-by-merger to First Midwest Bank) (the “Existing Account Agreement”) with respect to the account number ending in 2068 at Old National Bank (the “Pledged Account”), pursuant to which amended and restated agreement the Series 2025B Bondholder will be granted the same security interests in, and rights and remedies with respect to, the Pledged Account as Old National Bank (as successor-by-merger to First Midwest Bank) has the benefit of in the Existing Account Agreement.</p> <p><u>Security for Series 2025 Bonds and MIF LOC:</u></p> <ul style="list-style-type: none">• First lien on substantially all assets of Lutheran Life Obligated Group, including (without limitation) all assets subject to liens securing the Existing Master Indenture, the right to receive gross revenues (incl. Medicare and Medicaid payments) and investment property. <p>Payment of Accrued Interest: On the Effective Date, (i) the holders of the Series 2019 Bonds shall be paid 100% of interest accrued on the Series 2019 Bonds held by them through the Effective Date; and (ii) MIF shall receive all accrued and unpaid interest on the MIF LOC through the Effective Date (the “<i>Accrued Interest Payments</i>”). The Accrued Interest Payments shall be paid from the funds released from the Entrance Fee Escrow Account to the Lutheran Life Obligated Group (after payment of unpaid refund obligations and the fees and expenses of estate professionals, as set forth below). To the extent such source is insufficient to pay the accrued interest in full, the remainder shall be capitalized and added to the principal of the Series 2025 Bonds or the MIF LOC, as applicable.</p> <p>Payment of Accrued Trustee’s Fees and Expenses. On the Effective Date, the Lutheran Life Obligated Group shall make payment of any accrued reasonable Trustee’s fees and expense, and any accrued reasonable Series 2019B Bondholder fees and expenses payable pursuant to the Series 2019B Covenants Agreement (including attorneys’ fees) then outstanding.</p>
MIF LOC	On the Effective Date, LHA shall execute and deliver in favor of MIF, an amended and restated line of credit promissory note (the “ <i>Amended and Restated MIF LOC Note</i> ”) and the MIF LOC Documents.

	<p>The Amended and Restated MIF LOC Note shall:</p> <ul style="list-style-type: none">• Bear interest at the same rate as currently set forth in the MIF LOC; and• Be fully amortized over the period of the Bond Payments, which amortization is set forth in Schedule ___ hereto. <p>The Amended and Restated MIF LOC Note shall be secured by an obligation issued under the Master Indenture and thus shall be secured by collateral in which the Master Trustee has been granted a security interest or lien by Obligated Group Members for the benefit of, and on parity with, all obligations issued under the Master Indenture. For the avoidance of doubt, the Amended and Restated MIF LOC Note shall <u>not</u> be secured by assets that provide separate security for the Series 2025A Bonds or the Series 2025B Bonds; e.g., the DSRF, which secures only the Series 2025A Bonds.</p>
MIF Note	<p>As of the Effective Date, MIF shall receive an Allowed secured claim in the amount of \$7,529,385.56 arising from the MIF Promissory Note (the “MIF Claim”), which claim was secured by that certain (i) demand account with MIF, account #5475000005633 in the name of Foundation (the “Foundation Pledged Account”) and (ii) term account with MIF in the name of the Manager, account #5474040038970 (the “Manager Pledged Account” and together with the Foundation Pledged Account the “MIF Pledged Accounts”), pursuant to those certain Security Agreements, each dated December 9, 2019, made, executed and delivered by Foundation and the Manager in favor of MIF.</p> <p>On the Effective Date, MIF shall be entitled to apply the amounts then on deposit in the MIF Pledged Accounts against the balance of the MIF Claim in full and final satisfaction of all amounts due on owing on account of the MIF Claim.</p> <p>MIF agrees to waive all encumbrances, rights and set-off privileges with respect to any and all accounts, other than the MIF Pledged Accounts, in which MIF has or could assert an interest; including, without limitation, those certain investment accounts ending -7476 and -3622. The Lutheran Life Obligated Group may make withdrawals from such accounts as needed to support operating cash needs without consent, investment or any other penalty or deduction from or by MIF.</p>
Foundation Liquidity Support	Contemporaneously with issuance of the Series 2025 Bonds, the Foundation shall enter into a liquidity support agreement providing for, among customary terms, a funded liquidity support facility for the benefit of the Lutheran Life Obligated Group in the amount of \$2,000,000. The Foundation will further commit to invest additional resources, as deemed necessary by the board of the Foundation, to support the growth initiatives of the Lutheran Life Obligated Group (including, without limitation, development of cottages at certain of the Communities).

	For the avoidance of doubt, none of the assets of the Foundation, including any and all investment accounts, shall be collateral securing the Series 2025 Bonds.
Essential Terms and Conditions under 2025 Bond Indenture	
Operating Account	Upon the Effective Date, Lutheran Life Obligated Group shall establish an Operating Account, which shall be established under and subject to the Trustee's lien under the Master Indenture and encumbered by a deposit account control agreement in favor of the Trustee. The Operating Account shall be funded in accordance with the provisions contained herein.
Revenue Fund	<p>Upon the Effective Date, Lutheran Life Obligated Group shall establish a Revenue Fund (the "Revenue Fund"), which shall be established under and subject to the Trustee's lien under the Master Indenture, pursuant to which all revenues and other income of Lutheran Life Obligated Group (the "Revenues") shall be deposited on a weekly basis.⁴ Funds from the Revenue Fund shall be withdrawn pursuant to the Distribution Waterfall (defined below).</p> <p>The Revenue Fund and Distribution Waterfall will be suspended upon Lutheran Life Obligated Group achieving any of the following milestones: Debt Service Reserve Requirement shall be funded and (a) securing an investment grade rating for the Series 2025 Bonds; or (b) achieving a Maximum Annual Debt Service Coverage Ratio of no less than 1.60 for two (2) consecutive measurement periods for the Series 2025 Bonds. The Revenue Fund and Distribution Waterfall shall be reinstated if (x) the rating on the Series 2025 Bonds is downgraded below investment grade or (y) the Maximum Annual Debt Service Coverage Ratio in any fiscal year is less than 1.30.</p> <p>As used in this term sheet, "Maximum Annual Debt Service Coverage Ratio" means the debt service coverage ratio as calculated using the maximum annual debt service requirements, based on outstanding indebtedness of any Obligated Group Member, in any fiscal year during the term of the Series 2025A Bonds.</p>
Repair and Replacement Fund	Upon the Effective Date, Lutheran Life Obligated Group shall establish a Repair and Replacement Fund (the " Repair and Replacement Fund "), which shall be established under and subject to the Trustee's lien under the Master Indenture, and which shall be funded from operating cash flow per the Distribution Waterfall up to \$[3,000,000] (the " Repair and Replacement Fund Requirement "). Funds from the Repair and Replacement Fund shall only be withdrawn to pay the costs associated with capital improvements to the Lutheran Life Obligated Group.
Bond Fund	Upon the Effective Date, Lutheran Life Obligated Group shall establish a Bond Fund (the " Bond Fund ") with the Trustee for each of the Series

⁴ Monies received from new entrance fees shall be first used to pay any obligated entrance fee refund (or reserved for future refund obligations with respect to residents living in [health center/skilled nursing] with the balance being deposited into the Revenue Fund.

	<p>2025A Bonds and the Series 2025B Bonds, subject to the Trustee's lien under the related Series 2025 Bond Documents.</p> <p>In accordance with the Distribution Waterfall below, Lutheran Life Obligated Group shall pay to the applicable principal and interest accounts in the Bond Fund the monthly payments of principal and interest due and payable under the Series 2025 Bonds, unless the Lutheran Life Obligated Group and the Series 2025B Bondholder agree that payments of principal and interest due on the Series 2025B Bonds will be paid directly to the Series 2025B Bondholder.</p>
<p>Debt Service Reserve Fund</p>	<p>Upon the Effective Date, Lutheran Life Obligated Group shall establish a Debt Service Reserve Fund to secure the payment of the Series 2025A Bonds (the “DSRF”), subject to the related Series 2025 Bond Documents, to secure payment of the related Series 2025A Bonds. The DSRF will be established and funded from existing amounts held by the Trustee solely for the benefit of the Series 2019A Bonds.</p> <p>On the Effective Date, the DSRF requirement shall equal the Maximum Annual Debt Service (as defined below) with respect to the Series 2025A Bonds. The balance in the existing accounts held by the Trustee shall be deposited into the DSRF on the Effective Date with any shortfall from the DSRF requirement being supplemented pursuant to the Distribution Waterfall and any excess being deposited into subaccounts of the Bond Fund designated for payment of the principal of or interest on the Series 2025A Bonds.</p> <p>“Maximum Annual Debt Service” means, with respect to the Series 2025A Bonds, the maximum annual debt service payable during the term of the Series 2025A Bonds.</p> <p>The DSRF shall not become an asset of Lutheran Life Obligated Group, but shall remain funds held by the Trustee for the benefit of the holders of the Series 2025A Bonds. Any draw on any of the DSRF shall be an event of default under the Series 2025 Bond Documents.</p>
<p>Entrance Fees and Entrance Fee Fund</p>	<p>Upon the Effective Date, all Entrance Fees held in the current Entrance Fee Escrow Account (less amounts payable to Residents who have exercised their right to terminate their Option Agreement and move out of the applicable Community or who are otherwise due amounts as a result of the termination of the Escrow Account) shall be applied by the Lutheran Life Obligated Group in the following priority on the Effective Date:</p> <ul style="list-style-type: none"> • First, to pay in full any unpaid Refund Obligations (including any future refunds due for such unit if the prior resident is residing in the SNF/health center); • Second, to pay in full all unpaid allowed fees and expenses to estate professionals retained under the Bankruptcy Code; • Third, to Accrued Interest Payments due through the Effective Date, except to the extent that payment of such Accrued Interest

	<p>Payments would cause the Lutheran Life Obligated Group's available cash balance to fall below [\$____], in which case such Accrued Interest Payments will be capitalized as provided for herein; and</p> <ul style="list-style-type: none">• Fourth, any remaining funds shall be deposited in the Operating Account, which shall be held at Old National Bank, for so long as Old National Bank is the Series 2025B Bondholder, pursuant to one or more deposit account control agreements in favor of the Trustee (as defined herein).
Distribution Waterfall	<p>On the first Business Day of each calendar month, monies in the Revenue Fund shall be distributed in the following order of priority, to the extent there exists no event of default under the Series 2025 Bond Documents (the "Distribution Waterfall") (as outlined below):</p> <ul style="list-style-type: none">• First, to Lutheran Life Obligated Group for deposit to the Operating Account, the amount necessary for Lutheran Life Obligated Group to pay in the upcoming month budgeted operating expenses for the upcoming month up to one hundred fifteen percent (115%) of the projected operating budgeted operating expenses (including 50% of the management fees due to the Manager in such period) and entrance fee refunds coming due; (the amount to be deposited from the Revenue Fund to the Operating Account in any given month shall take into account any unapplied amount withdrawn for such purpose in a prior month or any amount of the Series 2025 Funds remaining on deposit in the Operating Account, but excluding from the calculation any Unrestricted Funds (as defined below) that have not been moved out of the Operating Account), as such amount is set forth in a certificate from the Lutheran Life Obligated Group delivered to the Trustee no later than seven (7) Business Days prior to the first business day of a month;• Second, to the payment of required administrative fees, including any fees and expenses of the Issuer, the Trustee, or the Series 2025B Bondholder;• Third, to the applicable interest accounts in the Debt Service Fund, for both the Series 2025A Bonds and the Series 2025B Bonds, in an amount equal to 1/6th of the interest due on the next interest payment date of the Series 2025 Bonds; provided if the amount to be deposited pursuant to this clause Third is not sufficient to fully fund such interest accounts for both the Series 2025A Bonds and the Series 2025B Bonds, the amounts to be deposited shall be funded <i>pro rata</i> based on outstanding principal of each series of the Series 2025 Bonds;• Fourth, commencing on the month following the expiration of the interest only period for the Series 2025 Bonds and monthly thereafter until the Series 2025 Bonds are satisfied in full, to the principal accounts in the Debt Service Fund for both the Series 2025A Bonds and the Series 2025B Bonds in an amount equal to

	<p>1/12th of the principal due on the next principal payment date for the Series 2025 Bonds; provided if the amount to be deposited pursuant to this clause Fourth is not sufficient to fully fund such principal accounts for both the Series 2025A Bonds and the Series 2025B Bonds, the amounts to be deposited shall be funded <i>pro rata</i> based on outstanding principal of each series of the Series 2025 Bonds.</p> <ul style="list-style-type: none"> • Fifth, to payment of the remaining 50% of the management fees due to the Manager for such period; • Sixth, to the replenishment of the DSRF until the DSRF achieves the related Debt Service Reserve Fund requirement. • Seventh, all remaining funds after application of paragraphs First through and including Sixth shall be distributed to an Operating Reserve Fund (the “<i>Operating Reserve Fund</i>” and the Repair and Replacement Fund, to be held by the Trustee, in the proportion of 50% and 50%, respectively until the Repair and Replacement Fund achieves the Repair and Replacement Fund Requirement; • Eighth, all remaining funds after application of paragraphs <i>First</i> through and including <i>Seventh</i> shall be distributed to the Operating Reserve Fund to be held by the Trustee. <ul style="list-style-type: none"> • Amounts in the Operating Reserve Fund shall be used as follows: • The amount represented by the excess over the amount one hundred (100) days Cash on Hand (“<i>100 Days Excess Cash</i>”) shall be distributed as follows: (1) fifty percent (50%) to the Debt Service Funds for each series of the Series 2025 Bonds, <i>pro rata</i> based on outstanding principal of each series of the Series 2025 Bonds; and (2) fifty percent (50%) to the Lutheran Life Obligated Group as unrestricted funds (“<i>Unrestricted Funds</i>”) to be deposited in a separate account to be established and maintained by Lutheran Life Obligated Group subject to the lien of the Trustee.
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Operating/Financial Covenants

Days Cash on Hand Covenant	Lutheran Life Obligated Group shall report Days Cash on Hand [semiannually], commencing [•], 2026, and continuing semi-annually thereafter (each such date being a “ <i>Semi- Annual Testing Date</i> ”). Lutheran Life Obligated Group covenants to maintain Days Cash on Hand on each such Semi-Annual Testing Date at or above the levels set forth on <u>Schedule 3</u> (the “ <i>Days Cash on Hand Covenant</i> ”)
IL Occupancy Covenants	Lutheran Life Obligated Group shall maintain the occupancy levels, as of the dates and no less than those, set forth on <u>Schedule 4</u> for the independent living (apartment and Villa) units (the “ <i>IL Occupancy Covenant</i> ”). Occupancy shall be based on the actual occupancy of

	independent living units occupied as of the last day of each such fiscal quarter.
AL/SNF Occupancy Covenants	Lutheran Life Obligated Group shall maintain as of the testing dates set forth in Schedule 5 and Schedule 6 , as applicable, (i) the occupancy levels of no less than those set forth in Schedule 6 for Assisted Living/Memory Care (“ AL ”) units, and (ii) the occupancy levels of no less than those set forth on Schedule 6 for Nursing Center (“ SNF ”) units (the “ AL/SNF Occupancy Covenant ”).
Debt Service Coverage Ratio Covenant	Commencing with [_____] (the “ Initial Testing Date ”), Lutheran Life Obligated Group shall achieve a debt service coverage ratio of not less than [__]x as of each Testing Date set forth on Schedule 7 (with the calculation excluding capital expenditures). This ratio will include net revenues available for debt service of the Lutheran Life Obligated Group for the twelve (12) month period ending on such date, divided by annual debt service on the Series 2025 Bonds on such date.
Failure to Meet Covenants	<p>(i) If Lutheran Life Obligated Group fails to meet the Days Cash on Hand Covenant, the AL/SNF Occupancy Covenant, or the DSCR Covenant⁵ as of any testing date, then upon the first occurrence of such non-compliance, the Trustee shall post a notice on EMMA disclosing such non-compliance and soliciting votes on whether to require a management consultant described as follows. If so directed by the majority of holders of Series 2025 Bonds voting (the “Voting Holders”), Lutheran Life Obligated Group shall retain a management consultant within thirty (30) days of receipt of such direction that is acceptable to the majority of the Voting Holders, to provide a report and improvement plan (the “Consultant Report”) to the Trustee and the Lutheran Life Communities which Consultant Report shall be due no later than [sixty (60)] days of such retention. The Consultant Report shall be published, in whole or in summary form, as determined by the Trustee acting at the direction of the Voting Holders, on EMMA. The Lutheran Life Obligated Group shall agree to follow all recommendations set forth in the Consultant Report unless prohibited by law, as established by an opinion of counsel. Unless waived by the Voting Holders, the management consultant retained hereunder shall perform a follow-up evaluation and produce a written report on the implementation of its recommendations (the “Follow-Up Report”), which Follow-Up Report shall be due no later than 270 days following delivery of the Consultant Report and shall be published, in whole or in summary form, as aforesaid, on EMMA.</p> <p>(ii) In the event that a management consultant is required under the provisions of (i) above, and if Lutheran Life Obligated Group fails to meet the Days Cash on Hand Covenant, the AL/SNF Occupancy Covenant or the DSCR Covenant as tested on the date that is 270 days after delivery of the Consultant’s Report described in (i) above, the Trustee shall post a notice</p>

⁵ To the extent there is a DSCR breach, such breach can be cured by the funding, as a contribution from the Foundation or another non-member of the Lutheran Obligated Group, of necessary amounts to the Revenue Fund in an amount necessary to satisfy the DSCR requirement; provided that the option to cure as aforesaid shall not be available if the DSCR is less than [0. __:1.00].

	<p>on EMMA disclosing the non-compliance and soliciting votes on whether to replace management as follows. If and as directed by a majority of Voting Holders, Lutheran Life Obligated Group shall, within thirty (30) days of receipt of such direction, either (x) transition management of the Communities to the Asset Manager or (y) appoint an independent third party manager that is acceptable to such holders; or if the Asset Manager or a third party manager is then managing the facility, replace the then current manager with a manager acceptable to such holders.</p> <p>(iii) If on any testing date, the DSCR is 1.0x or below <i>or</i> the Days Cash on Hand is less than 90% of the applicable covenant amount as of a Testing Date, it shall constitute an Event of Default under the Series 2025 Bond Documents.</p> <p>Same remedies in (i) above will apply for failure to meet the IL Occupancy Covenant, provided that the Lutheran Life Obligated Group shall be required to hire a marketing consultant in lieu of a management consultant. In the event that a marketing consultant is required and the Lutheran Life Obligated Group fails to meet the IL Occupancy Covenant by the end of the second quarter after the report and improvement plan are provided, the Borrower shall, at the direction of the majority of the Voting Holders, replace the marketing agent, or if there is no acting marketing agent, the Lutheran Life Obligated Group shall be required to hire a marketing agent acceptable to the Trustee.</p>
Additional Debt	<p>No additional indebtedness while the Series 2025 Bonds and the Amended and Restated MIF LOC Note remain outstanding without the consent of a majority of Voting Holders and MIF to consider whether to permit the Lutheran Life Obligated Group to incur additional indebtedness, except for parity debt which may be incurred for a term not in excess of one year and in an amount up to but not in excess of an aggregate of \$1,000,000 or non-recourse debt not in excess of \$5,000,000 while the Series 2025 Bonds are outstanding.</p>
Budget Covenants	<p>For fiscal years 2026 and 2027, the Lutheran Life Obligated Group shall establish a monthly, cash-basis budget (the “Budget”) representing good faith estimates of all cash receipts and disbursements relating to the Lutheran Life Obligated Group’s operations during such fiscal years.</p> <p>The Lutheran Life Obligated Group shall covenant and agrees that it shall operate and collect the revenues set forth in the Budget; <i>provided, however,</i> that for each calendar month (a “Measuring Period”), the Lutheran Life Obligated Group shall not be in violation of this covenant unless actual revenues collected for a particular Measuring Period are less than eighty-five percent (85%) of the amount of budgeted revenues expected to be collected for the corresponding Measuring Period set forth in the Budget (the “Revenue Variance”). The Lutheran Life Obligated Group shall be permitted to pay the expenses only as set forth in the Budget in the amounts, time and categories set forth in the Budget for the Measuring Period (the “Budgeted Expenses”), subject to the Expense Variance (as defined below). The Lutheran Life Obligated Group shall not make expenditures that would cause the aggregate expenditures during any Measuring Period to exceed one hundred fifteen percent</p>

	<p>(115%) of the aggregate amount budgeted therefor in the Budget in the corresponding Measuring Period (the “Expense Variance” and together with the Revenue Variance, the “Variances”).</p> <p>Unless waived by the Trustee, acting at the direction of the Voting Holders, violation of this covenant beyond the applicable Variance shall require the retention of a management consultant in accordance with the procedures set forth in “Failure to meet covenants,” paragraph (i), <i>supra</i>.</p>
Trade Payables Covenant	The Lutheran Life Obligated Group shall covenant and agree that they will not, as of the end of any fiscal quarter, permit (i) eighty-five percent (85%) or more of their accounts payable to age more than sixty (60) days or (ii) the remaining fifteen percent (15%) of their accounts payable to age more than one hundred-twenty (120) days.
Limitations on Discounts	The Lutheran Life Obligated Group shall covenant to not reduce its rate for residency or life care contracts by more than an average of [5]% of the amount set forth on Schedule [•]; provided, further, that no member of the Lutheran Life Obligated Group shall offer a discount that results in an unfunded balance due on any individual unit.
Post-Restructuring Milestones	<ul style="list-style-type: none"> • Implementation of Plante Moran recommendations (both revenue and expense sides) • Turnaround plan relative to SNF. • Development, marketing and sale of Cottages.
The Manager	<p>The Lutheran Life Obligated Group shall enter into a written management agreement with the Manager, and any successor manager, in each case in a form acceptable to the holders of the Series 2025 Bonds, which shall provide for (among other customary terms applicable to the management of senior living facilities financed or re-financed with the proceeds of tax-exempt bonds):</p> <ul style="list-style-type: none"> • Management fees (incl. all corporate allocations and any other allocations of third-party expenses for services customarily provided by management company) not to exceed 6.0% of gross revenues of Lutheran Life Obligated Group, as of Effective Date. • As set forth above, for so long as the Revenue Fund and waterfall are in effect, 50% of the management fees shall be payable as operating expenses and the remaining 50% shall be subordinated to debt service deposits. <p>The Lutheran Life Obligated Group shall also engage, at its own expense, an asset manager acceptable to the holders of the Series 2025 Bonds (the “Asset Manager”) to provide continuing oversight as to the implementation of the improvement plan and milestones, as set forth above, and to provide reports to and otherwise interface with the Trustee and the holders of the Series 2025 Bonds. The Asset Manager’s engagement shall continue until the later of (i) two years after the</p>

	<p>Effective Date or (ii) achievement by the Lutheran Life Obligated Group of a Maximum Annual Debt Service Coverage Ratio of no less than 1.50 for two (2) consecutive measurement periods for the Series 2025 Bonds.</p> <p>The initial Asset Manager shall be [TBD].</p>
Independent Directors	<p>The Lutheran Life Obligated Group shall appoint to its governing board two (2) independent directors identified by the beneficial owners of a majority in aggregate principal amount of the Series 2019A Bonds and to the Series 2019B Bondholder, and such independent directors shall be reasonably acceptable to Lutheran Life Obligated Group. Such independent directors shall not be subject to the requirements applicable to other board members, but shall (i) acknowledge and affirm their respect for the faith-based mission of the organization and (ii) agree to limit their compensation for acting as independent directors at an aggregate amount (<i>i.e.</i>, between both IDs) not to exceed \$10,000 per month. The appointment of independent director shall continue until the later of (i) three years after the Effective Date or (ii) achievement by the Lutheran Life Obligated Group of a Maximum Annual Debt Service Coverage Ratio of no less than 1.50 for two (2) consecutive measurement periods for the Series 2025 Bonds.</p> <p>The organization documents of the Lutheran Life Communities shall be amended to provide that no member of the Lutheran Life Obligated Group may file voluntary petitions for bankruptcy or otherwise commence insolvency proceedings without the consent of both independent directors.</p>
Operations/Reporting Requirements	
Reporting	<p>The Lutheran Life Obligated Group shall deliver monthly financial statements (including a balance sheet, an income statement, an escrow statement, a cash flow statement and a variance report) and a monthly report on marketing, occupancy and sales within 20 days following the prior month end comparing actual results to budget and shall include an explanation of variances of more than 15% from budgeted amounts. Such financial statements shall also include an Entrance Fee analysis. All such reports shall be published on EMMA and provided to the Series 2025B Bondholder.</p> <p>The Lutheran Life Obligated Group shall enter into a new Continuing Disclosure Agreement providing for the same reporting as required by the existing Continuing Disclosure Agreement (in addition to the information required above), except for any amendments thereto required to reflect changes to Rule 15c2-12 and the Series 2025B Covenants Agreement shall provide for the same reporting as required by the Series 2019 Covenants Agreements.</p>
Update Calls	<p>Until January 1, 2029, the Lutheran Life Obligated Group shall hold quarterly calls for holders of the Series 2025 Bonds; <i>provided however</i> that upon occurrence of a covenant default, the Lutheran Life Obligated Group shall hold monthly calls for holders of the Series 2025 Bonds. Notices of such calls shall be published on EMMA at least ten (10)</p>

	business days prior to the scheduled date for each call. Such calls shall be recorded and such recordings made accessible via EMMA.
General Provisions	
Release/Exculpation	The Restructuring Transaction contemplated by this Term Sheet shall contain customary release, injunction and exculpation provisions for all Parties to the Restructuring Transaction to the extent available under applicable law. The Parties hereby agree that they will use respective best efforts to obtain approval of such release, injunction and exculpatory provisions, which by way of example only shall include opposing any effort by any person or entity that is not a Party to this Term Sheet to eliminate or reduce the scope of such release, injunction and exculpation provisions, provided however, nothing in the Restructuring Transaction shall seek to release Lutheran Life Ministries, an Illinois not for profit corporation from its obligations to MIF.
Binding Effect of Plan Support Agreement	<p>The obligation of each of the Parties to pursue the Restructuring Transaction in accordance with the terms hereof and the Plan Support Agreement is subject to (i) the negotiation, execution and delivery of mutually acceptable final documentation, (ii) receipt of all necessary consents, including any consent of any party's credit or other committee or board of directors and any regulatory approvals, and (iii) receipt of a satisfactory tax opinion confirming that the interest on the Series 2025 Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code.</p> <p>The Plan Support Agreement shall provide that if the restructuring fails and the Lutheran Life Communities fail to pivot to consummation of a transaction with the Stalking Horse Bidder pursuant to the Stalking Horse APA, with no changes to the terms of the Stalking Horse APA other than those agreed to by a majority of the Series 2019A Bondholders and the Series 2019B Bondholder, then the Lutheran Life Communities' exclusivity with respect to the filing and solicitation of a plan shall terminate as to the Trustee and the Series 2019 bondholders; provided, however, that should termination of the Stalking Horse APA occur as a result of the Stalking Horse Bidder breaching or otherwise seeking to terminate such contract, then exclusivity shall not terminate.</p>
Miscellaneous	<p>This Term Sheet shall be governed by the laws of the State of Illinois.</p> <p>This Term Sheet may be executed in one or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original.</p>

SCHEDULE 1

SERIES 2025 BOND DEBT SERVICE CHART

[RESERVED]

SCHEDULE 2

Designated Items Associated with Repair and Replacement Fund

[RESERVED]

SCHEDULE 3

Liquidity Covenant

<u>Semi-Annual Testing Date</u>	<u>Covenant Days Cash on Hand</u>
June 30, 2026	\$[•]
December 31, 2026	\$[•]
June 30, 2027	\$[•]
December 31, 2027	\$[•]
June 30, 2028	\$[•]
December 31, 2028 and each June 30 and December 31 thereafter	\$[•]

SCHEDULE 4

IL Occupancy Covenants

<u>Quarterly Testing Date</u>	<u>%</u>
March 31, 2026	\$[•]
June 30, 2026	\$[•]
September 30, 2026	\$[•]
December 31, 2026 and the last day of each fiscal quarter thereafter	\$[•]

SCHEDULE 5

AL Occupancy Covenants

<u>Quarterly Testing Date</u>	<u>%</u>
March 31, 2026 and the last date of each fiscal quarter thereafter	\$[•]

SCHEDULE 6

SNF Occupancy Covenants

<u>Quarterly Testing Date</u>	<u>SNF</u>
March 31, 2026 and last date of each fiscal quarter thereafter	\$[•]

SCHEDEULE 7

Debt Service Coverage Covenant

<u>Testing Date</u>	<u>DSCR</u>
3/31/2026	[•]
6/30/2026	[•]
9/30/2026	[•]
12/31/2026 and the last day of each fiscal quarter thereafter	[•]