

## LETTER OF UNDERSTANDING - WAGE REOPENER

This Letter of Understanding (“LOU”) is made and entered into by and between The Villas at New Brighton, LLC, a Minnesota limited liability company, with a principal executive office at 1345 Corporate Center Curve, Eagan, Minnesota 55121 (the “Employer”), and the United Food and Commercial Workers International Union, Local 1189, an organization doing business at 266 Hardman Avenue North, South Saint Paul, Minnesota 55075 (“UFCW” or the “Union”). The Employer and the Union may be referred to as a Party or collectively as the Parties.

### Recitals

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement effective from May 23, 2025, through May 22, 2028 (the “CBA”);

WHEREAS, the CBA was opened on February 12, 2026, solely for the purposes of negotiating wages effective May 23, 2026; and

WHEREAS, the Parties agree that it is in their mutual interest to forego further bargaining over the wage reopener and that the agreed-upon wage adjustment set forth herein fully satisfies such reopener.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Wage Adjustment. All bargaining-unit employees covered by the CBA shall receive a two percent (2%) wage increase effective May 23, 2026, retroactive to that date. The wage table set forth in Article XXII of the CBA, including any provisions governing off-scale wages, is hereby amended. The updated wage table and revised off-scale wage provisions reflecting this increase are attached hereto and incorporated by reference as Exhibit A and shall supersede any prior wage tables or off-scale provisions contained in the CBA.
2. Non-Precedent. This Agreement is made on a non-precedent basis and shall not be construed to establish a past practice, waiver, or binding precedent.
3. No Modification Without Written Agreement. This Agreement may not be modified, amended, or altered except by a written agreement, that expressly references this Agreement, signed by both Parties.
4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.

5. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, PDF, or electronic signature shall be deemed valid and binding.
6. Authority to Execute. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has full authority to execute this Agreement on behalf of that Party and to bind such Party to its terms.
7. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**For UFCW 1189:**

By: James Westin Dated: 05 / 21 / 2026  
James Westin, Union Representative, UFCW 1189

**For The Villas at New Brighton, LLC:**

By: John Duerschel Dated: 05 / 20 / 2026  
John Duerschel, Its Labor Relations Manager

**EXHIBIT A**  
**Updated Wage Table**

**NEW BRIGHTON LPNs - Wage Progression Scale**

YEARS OF EXPERIENCE	
	5/23/2026
NEW	30.98
YEAR 1	31.07
YEAR 2	31.60
YEAR 3	32.13
YEAR 4	32.66
YEAR 5	33.19
YEAR 6	33.72

\*Employees on scale will progress to the next wage rate on their anniversary date.

\*Preceptors will earn an extra \$1.00 per hour for all hours scheduled to train new employees.

\*Preceptors will be defined as employees assigned to train in new employees.

Off-scale employees shall receive a two percent (2%) wage increase to their base wage rate, effective 5/23/2026.