

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Marcie Knox, Cheryl Skaj, Janet Eich, and
Bradley Bandas, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

Impact MHC Management, LLC; Impact
Communities, LLC; Sartell MHP, LLC;
Sartell MHP 2, LLC; Gemstone
Communities, LLC; Sartell MHC, LLC;
David Reynolds; and Frank Rolfe,

Defendants.

Case No.: 0:24-cv-04235-LMP-LIB

CLASS SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Class Settlement Agreement and Mutual Release (the “Settlement Agreement”), dated the last date executed below (the “Effective Date”), is made by and between: (i) Gemstone Communities, LLC (“Gemstone”) and Sartell MHC, LLC (“Sartell” and collectively with Gemstone referred to as the “Gemstone Parties”), on the one hand, and (ii) Marcie Knox, Cheryl Skaj, Janet Eich, and Bradley Bandas, individually and on behalf of all others similarly situated and identified as members of the Plaintiff class in the litigation pending in the United States District Court of the District of Minnesota, Case No. 0:24-cv-04235-LMP-LIB (collectively, “Plaintiffs”), on the other hand. The Gemstone Parties and Plaintiffs are sometimes referred to individually as a “Party,” and

collectively as the “Parties.” The Parties hereby agree to the following terms in settlement of claims against the Gemstone Parties only, subject to a Final Approval Order entered by the Court.

RECITALS

WHEREAS, Plaintiffs represent a class of residents of Sartell Mobile Home Park in Sartell, Minnesota (“Park”).

WHEREAS, the Gemstone Parties are the current owner and manager of the Park.

WHEREAS, Plaintiffs initiated the litigation pending in the United States District Court of the District of Minnesota, Case No. 0:24-cv-04235-LMP-LIB (“Class Action”) against the Gemstone Parties and the prior owners and operators of the Park asserting various causes of action relative to the operation and leasing of the Park.

WHEREAS, the Gemstone Parties deny all allegations of wrongdoing alleged against the Gemstone Parties as alleged in the Class Action.

WHEREAS, to avoid the uncertainty, time, inconvenience, and expense of continued litigation, the Parties entered into a Settlement Term Sheet to resolve the Class Action as to the claims between Plaintiffs and the Gemstone Parties (the “Term Sheet”) and are entering into this Settlement Agreement consistent with their respective obligations in such Term Sheet.

WHEREAS, the terms of this Settlement Agreement represent a compromise of disputed claims and do not in any way signify that there was wrongdoing on any Party's part.

DEFINITIONS

1. **"Action"** means the lawsuit entitled *Marcie Knox, Cheryl Skaj, Janet Eich, and Bradley Bandas, individually and on behalf of all others similarly situated v. Impact MHC Management, LLC; Impact Communities, LLC; Sartell MHP, LLC; Sartell MHP 2, LLC; Gemstone Communities, LLC; Sartell MHC, LLC; David Reynolds; and Frank Rolfe*, Case No. 0:24-cv-04235-LMP-LIB, filed in the United States District Court in the District of Minnesota.

2. **"Application for Attorneys' Fees, Costs, and Service Awards"** means the application made with the Motion for Final Approval seeking attorneys' fees and reimbursement of costs to Class Counsel and a Service Award to each Class Plaintiff.

3. **"Class Counsel"** means Robins Kaplan LLP and Mid-Minnesota Legal Aid.

4. **"Class List"** means a list of all individuals in the Settlement Class. The Gemstone Parties shall prepare and provide the Class List to Class Counsel for Notice using information in their records. The Class List shall include the Settlement Class's names, postal addresses, and email addresses.

5. **“Class Plaintiffs”** means Marcie Knox, Cheryl Skaj, Janet Eich, and Bradley Bandas.

6. **“Effective Date”** means five (5) business days after the Final Approval Order.

7. **“Notice Form”** means the Notice that provides the Class with information about the Settlement.

AGREEMENT

NOW, THEREFORE, for good and valid consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

8. **Recitals Incorporated.** The recitals set forth above are hereby incorporated in full and made a part of this Settlement Agreement.

9. **Certification of the Settlement Class.** Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. The Gemstone Parties agree solely for the purposes of Settlement provided for in this Agreement, and implementation of such Settlement, that this Action shall proceed as a settlement class action; provided, however, that if a Final Approval Order is not issued, then any certification shall be null and void, for the avoidance of doubt, the Gemstone Parties shall retain all rights to object to any future requests to certify a class. Plaintiffs and the Gemstone Parties shall not

reference this Agreement or any negotiations to this Agreement in support of any subsequent motion for class certification of any class in the Action.

10. **Settlement Consideration.** In consideration for the Settlement of the Class Action, the Gemstone Parties shall undertake the following:

- a. **Sewer Remediation.** Sartell will complete, at its sole cost and expense, the sewer remediation as recommended in the report prepared by Lake County Sewer Co., as amended with El-Jay Plumbing and Heating Review and Lake County Sewer Co.'s response on July 16, 2025, a copy of which is attached to the Term Sheet as **Exhibit A** and incorporated herein. Sartell further agrees to undertake the state mandated semi-annual physical examinations of the sewer system and will provide these reports to Plaintiffs' counsel within thirty (30) days of receiving the reports. Sartell further agrees to undertake state-mandated full camera scoping of the Park's sewer system every four (4) years and will provide these reports, including video, to Plaintiffs' counsel within thirty (30) days of their receipt. Sartell agrees to allow Plaintiffs' experts to inspect the work completed. If a sewer backup or leak occurs anywhere within the Park, Sartell agrees to promptly take steps to remediate

the issue at its sole cost and expense in compliance with resident lease provisions, Park rules, and applicable law. Additionally, Sartell will have the continuing obligation to monitor the Park's entire sewer system and continue to make repairs in a manner consistent with spirit of this resolution in an expedient fashion.

- b. **Water Usage Reconciliations.** Prior to the date of this Settlement Agreement, Sartell issued resident refunds for any water usage overpayments determined by its water usage analysis. Sartell agrees to monitor the water usage of the Park to identify situations wherein individual residents water usage as reported materially deviates above 2,000 gal/month beyond the household's average usage over the prior six months.
- c. **Soil Testing.** Sartell will undertake a soil-contamination test of the following locations in the Park:
 - 1. Current playground area;
 - 2. Prior playground area (currently outdoor storage area on Sunset Avenue);
 - 3. Area around 306-309 Sunset Avenue;

4. Area around 176 Hi Vue Drive; and
5. Area around 5 Lowell Circle.

Sartell agrees to test for the following contaminants:

1. Lead;
2. Arsenic;
3. Cadmium;
4. Polycyclic aromatic hydrocarbons;
5. Common contaminants for sewage leaks; and
6. Other contaminants as recommended by testing company.

Depending on the results of the testing, Sartell will remediate any contamination and conduct further testing. Sartell will share results of initial testing and follow-up testing to ensure remediation efforts were successful.

- d. **Leasing.** Sartell will permit Park residents to continue under month-to-month leases or execute its standard form Park lease containing uniform terms and conditions for all Park residents. With the below exception regarding Rule 15, the updated Park rules have been provided electronically and shall be in effect commencing sixty (60) days from publication.

Sartell acknowledges the requirements in Minn. Stat.

§§ 327C.015, .02, and .05 regarding changes to Park rules.

1. Rule 15 will be re-drafted as follows:

15) Maintenance of Utility Lines

a) Community Management provides each manufactured home with connections to water, sewer, gas, and electric lines. It is a Resident's responsibility to maintain, in good repair, all water, sewer, gas, and electric lines or pipes inside the manufactured home and all such lines and pipes outside the home up to the point of connection with the Community facilities.

b) If a Resident causes any such line or pipe to become clogged due to malicious, or irresponsible conduct of the Resident or licensee or a person under the direction or control of the Resident or licensee, the Resident will be responsible for all costs for opening the sewer line or pipes and any repairs. Sartell specifically acknowledges that the issue of maintenance and repairs is governed by Minn. Stat. § 504B.161.

c) Do NOT dispose of feminine hygiene products, diapers, disposable wipes, rags, or large items in the toilet.

d) Community Management reserves the right to shut off water lines in the Community without prior notice to make emergency necessary water line repairs.

11. **Service Awards/Attorneys' Fees.** In addition to the above consideration, the Gemstone Parties agree to pay the following Service Awards and Attorneys' Fees, subject to the Court's approval:

- a. **Service Awards:** In recognition of the time and effort the Class Plaintiffs expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each Class Plaintiff in the amount not to exceed \$5,000 per each Class Plaintiff for a total of \$20,000. If approved, the Service Awards shall be paid within ten (10) days of the Effective Date. The Service Awards shall be separate and apart from their entitlement to benefits from the Settlement.

- b. **Attorneys' Fees and Costs:** Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of up to \$15,000. The Attorneys' Fees and Costs approved by the Court shall be paid within ten (10) days of the Effective Date.
- c. This Settlement is not contingent upon approval of the request for Attorneys' Fees and Costs and Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Attorneys' Fees and Costs and the Service Awards were negotiated after the material terms of the Settlement.

12. Settlement Approval.

- a. Upon execution of this Agreement by the Gemstone Parties, Plaintiffs, and their respective counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by the Gemstone Parties. The proposed Preliminary Approval Order shall be filed along with the motion and shall be in a form agreed to by Class Counsel and the Gemstone Parties.
- b. The Motion for Preliminary Approval shall, among other things, request the Court (1) preliminarily approve the terms

of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Plaintiffs' counsel as Class Counsel and the Plaintiffs as Class Representatives; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) stay the Action as to the Gemstone Parties pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and the Gemstone Parties.

13. Notice to the Settlement Class.

- a. The Gemstone Parties will coordinate to make available to Class Counsel the Class List no later than fourteen (14) days after the entry of the Preliminary Approval Order.
- b. Within fourteen (14) days after receiving the Class List, Class Counsel shall provide the Notice Form to the Class List via First Class Mail and via a posting in the office of the Park. The Class Notice will also be posted on the Mid-Minnesota Legal Aid website.

- c. The Class Notice shall include, among other information, a description of the material terms of the Settlement and the Final Hearing date, the Settlement website at which the Settlement Class members may access this Agreement, and other related documents and information. If the Final Approval Hearing changes, Class Counsel shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time of the Final Approval Hearing changes.
- d. Because only injunctive relief is being provided for in this Settlement, there shall be no opportunity for any members of the Settlement Class to object or to opt out.

14. Final Approval Order and Final Judgment.

- a. Plaintiffs shall file the Motion for Final Approval of Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards no later than thirty (30) days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. Because only

injunctive relief is being provided for in this Settlement, there shall be no opportunity for any members of the Settlement Class to be heard.

- b. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon as to the Gemstone Parties only, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:
 1. Determine that the Settlement is fair, adequate, and reasonable;
 2. Finally certify the Settlement Class for settlement purposes only;
 3. Determine that the Notice Program satisfies Due Process requirements;
 4. Bar and enjoin the Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, and retain jurisdiction over the enforcement of the Court's injunctions;

5. Release the Gemstone Parties from the Released Claims;
and
6. Reserve the Court's continuing and exclusive
jurisdiction over the Parties to this Agreement,
including the Gemstone Parties, Plaintiffs, and all
Settlement Class Members to administer, supervise,
construe, and enforce this Agreement in accordance
with its terms.

15. **Releases.**

- a. **Release by Class.** As of the Effective Date, the Plaintiffs' Class, their predecessors in interest, agents, insurers, and representatives (collectively, the "Plaintiff Releasors") will be deemed to have generally and unconditionally release, discharge, and covenant not to sue the Gemstone Parties, their respective parent companies, subsidiaries, affiliates, successors in interest, along with their respective officers, directors, shareholders, owners, employees, agents, insurers, attorneys, and representatives, (collectively, the "Gemstone Releasees"), jointly and severally, from any and all claims, liabilities, causes of action, obligations, complaints,

counterclaims, cross-claims, class action claims, third-party claims for indemnification or contribution or otherwise, rights, actions, causes of action of any nature whatsoever, obligations, suits, breaches, sums of money and any other demands whatsoever, whether in contract or tort, in law or in equity, or arising under or by virtue of a statute or regulation or judicial reason, that are now recognized by law, and for all other losses, injuries, damages, expenses, or remedies of any and every kind or character, including, without limitation, all actual damages, all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or related to (a) sewage-related issues, (b) water-billing issues, and (c) leases requested by Impact Defendants as of the date of this Settlement up to and including the Effective Date of this Settlement Agreement. However, notwithstanding anything contained in this Settlement Agreement, the following are not released: (i) the rights and obligations of the Parties set forth in this Settlement Agreement; (ii) the rights of the Plaintiff Releasors against any other parties of the Class Action; (iii) any claims that do not derive from the above issues listed

as (a) through (c) above including, but not limited to discrimination claims, inhabitability claims, personal injury claims, or improper rent or other billing calculations or assessments; and (iv) any claims arising relating to events arising after the Effective Date of this Settlement Agreement.

- b. **Release by Gemstone Parties.** As of the Effective Date, the Gemstone Releasees will be deemed to have generally and unconditionally release, discharge and covenant not to sue Plaintiff Releasors, jointly and severally, from any and all claims, liabilities, causes of action, obligations, complaints, counterclaims, cross-claims, class action claims, third-party claims for indemnification or contribution or otherwise, rights, actions, causes of action of any nature whatsoever, obligations, suits, breaches, sums of money and any other demands whatsoever, whether in contract or tort, in law or in equity, or arising under or by virtue of a statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, and for all other losses, injuries, damages, expenses, or remedies of any and every kind or character, including, without limitation, all actual

damages (past, present, future, economic, noneconomic, known, and unknown), all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or related to the Class Action and all claims alleged or that could have been alleged in the Class Action or all exemplary and punitive damages, all attorney fees, all penalties of any kind arising out of or relating to any conduct, harm, matter, cause, or thing whatsoever that has occurred at any time up to and including the Effective Date of this Agreement. However, notwithstanding anything contained in this Settlement Agreement, the following are not released: (i) the rights and obligations of the Parties set forth in this Settlement Agreement; (ii) any obligations contained in the individual resident leases of the Park including, without limitation, the right to collect rent; or (iii) the rights of the Gemstone Releasees against any other defendants of the Class Action or prior owners and operators of the Park.

16. **Court Approval; Dismissal of Class Action as to the Gemstone Parties and Preservation of Claims.** The Parties acknowledge that this Settlement Agreement and the Parties' respective obligations hereunder are

subject to the approval of the Court in the Class Action ("Court Approval").

Upon execution of this Settlement Agreement, Plaintiffs shall direct their counsel to prepare a motion for Court Approval of this Settlement Agreement and dismiss, with prejudice and without costs, Plaintiffs' claims against the Gemstone Parties in the Class Action. Such dismissal will not affect, in any way, Plaintiffs' or Gemstone Parties' claims against any other defendant in the Class Action or their rights and abilities to pursue those claims. The dismissal of the Class Action does not discharge or in any way release the Parties' rights or obligations as set forth in this Settlement Agreement.

17. **Non-Admission of Liability**. The Parties understand and agree that this Settlement Agreement does not constitute an admission of liability by any Party and is entered into solely to settle disputed commercial claims and avoid further expenditure of time and resources. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action—especially in light of the short amount of time that the Gemstone Parties owned the Park before this suit was filed. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted

informal discovery, and conducted independent investigations of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

18. **Binding Effect**. Upon Final Approval of the Court, this Settlement Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, shareholders, partners, employees, agents, attorneys, parents, subsidiaries, affiliates, servants, heirs, administrators, executors, successors, representatives, and assigns

19. **Applicable Law**. This Settlement Agreement shall be construed and governed by the laws of the State of Minnesota, and shall be construed and interpreted in accordance with its laws notwithstanding its conflict of law principles or any other rule, regulation, or principle that would result in the application of any other state's law.

20. **Entire Agreement**. This Settlement Agreement and the Term Sheet constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties, and agreements between the Parties hereto (including the Term Sheet), or any of them, pertaining to the subject matter

hereof, and may be modified only by a writing and signed by all of the Parties hereto.

21. **Preparation of Settlement Agreement and Construction.** This Settlement Agreement has been prepared jointly by respective counsel for each of the Parties, with a full opportunity for the Parties to negotiate its terms. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Settlement Agreement against the party that has drafted it is not applicable and is hereby waived. The Parties agree and acknowledge that no threat, duress, coercion, intimidation, or similar force, either expressed or implied, was exercised by any Party to obtain the consent of another to the terms of this Settlement Agreement.

22. **No Other Representations and Authority to Execute.** This Settlement Agreement is being entered into voluntarily for the purpose of resolving the Parties' claims against each other in the Action and is not based on any representation or statements by any Party or their representatives as to legal merits, legal liability, or the value of the Parties' respective claims. Each Party enters into the Settlement Agreement with all requisite authority, freely and voluntarily, with full knowledge of the significance and finality of the Settlement Agreement. The Parties acknowledge that they have sought independent counsel with respect to this matter and understand the consequences in entering into this

Settlement Agreement. The Parties further represent and warrant that the individuals executing this Agreement are fully authorized to execute this Agreement.

23. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith and prepare and execute all documents, seek Court approval, uphold Court approval, and take all actions necessary to complete and effectuate the Settlement described in this Agreement.

24. **Severability.** In the event any term of this Settlement Agreement is unenforceable, then such unenforceable term, if possible, will be altered so as to remain enforceable to the extent possible while still reflecting the intent of the Parties, or if that is not possible, then it will be deleted from this Settlement Agreement and the remaining parts of the Settlement Agreement shall remain in effect.

25. **Modification.** No modification of this Settlement Agreement will be enforceable unless it is in writing and signed by all the Parties.

26. **Assignment.** The Parties represent and warrant that they have not assigned any part of the claims subject to this Settlement Agreement and that no party that is not bound by this Settlement Agreement owns any interest in such claims.

27. **Headings**. The headings to the various clauses of this Settlement Agreement have been inserted for the convenience of the Parties only. The headings shall not be used to interpret or construe the meaning of the terms and provisions hereof.

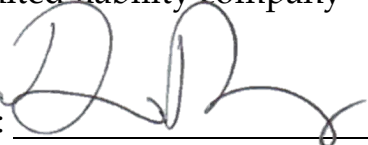
28. **Counterparts**. This Settlement Agreement may be signed in counterparts, each counterpart to be considered an original portion of this Settlement Agreement, and, upon the event of each Party signing the Settlement Agreement, it shall be final and binding upon the Parties. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature page(s) executed by one or more of the other Parties. Each of the Parties agrees that each of the other Parties may rely upon the facsimile and/or emailed PDF signature of any Party on this Settlement Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Settlement Agreement as fully as if this Settlement Agreement contained the original ink signature of the Party or Parties supplying a facsimile and/or emailed PDF signature.

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**Gemstone Parties' Signature Page – Class Settlement
Agreement and Mutual Release**

“Gemstone Parties”

Gemstone Communities, LLC, a Michigan
limited liability company

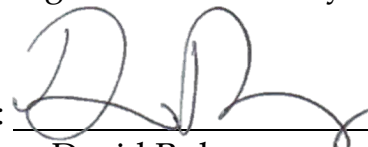
By: 
David Ruby

Its: Manager

Date of Signing: 9/30/25

“Sartell”

Sartell MHC, LLC, a
Michigan limited liability company


By: 
David Ruby

Its: Manager

Date of Signing: 9/30/25


Plaintiffs' Signature Page - Class Settlement Agreement and Mutual Release

"Plaintiffs"




Marcie Knox

Date of Signing: 10-1-25



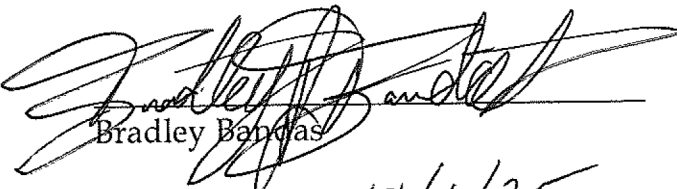
Cheryl Skaj

Date of Signing: 10-1-25




Janet Eich

Date of Signing: 10-1-25



Bradley Bandas

Date of Signing: 10/1/25



Counsel on behalf of all others
similarly situated and identified
as members of the Plaintiff Class

Date of Signing: October 1, 2025