COOPERATION AGREEMENT
360 Communities Project

This COOPERATION AGREEMENT dated as of September ____, 2026 (this "Agreement") is being entered into between the City of Lilydale, Minnesota (the "Issuer"), and Dakota County, Minnesota (the "County", and together with the Issuer, the "Parties", each a "Party").

Section 1. General Recitals. The Parties make the following recitals of fact:

(a) 360 Communities, a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), wishes to finance the demolition of an existing facility and construction and equipping of an approximately 28,550 square-foot new facility suitable for the Borrower's charitable purposes, to be located at 4345 Nicols Road, in the City of Eagan, Minnesota (the "Project").

(b) The Project is located within the jurisdictional limits of the County and employs persons from the surrounding area, including Eagan, Minnesota, in which the Project is located (the "Project Area").

(c) The Borrower proposes to finance the Project through an issuance of tax-exempt revenue obligations by the Issuer in an amount not to exceed $8,000,000, to be designated as 501(c)(3) Facilities Revenue Note (360 Communities Project), Series 2026 (the "Obligations").

Section 2. Purpose of this Agreement.

(a) Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has advised the Parties that:

(i) The legal authority for the issuance of the Obligations by the Issuer is Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Municipal Industrial Development Act").

(ii) The County pursuant to this Agreement is giving approval to and ratifying issuance of the Obligations as required by Minnesota Statutes, Sections 471.59 and 471.656 (collectively, the "Extraterritorial Projects Act," and together with the Municipal Industrial Development Act, the "Act"), relating to the issuance of bonds for extraterritorial projects.

(iii) This Agreement constitutes a joint powers agreement under the Act.

(b) This Agreement is entered into for the purpose of facilitating the issuance of the Obligations by the Issuer pursuant to the Act to finance the Project.

Section 3. Findings. The Parties find, determine and declare as follows:

(a) It is in the best interests of the Parties to cooperate with and facilitate the issuance of the Obligations by the Issuer as requested by the Borrower.

(b) The welfare of the State and the Parties requires: the active promotion, attraction, encouragement, and development of economically sound industry and commerce through governmental action for the purpose of preventing the emergence of blighted and marginal lands and areas of chronic unemployment; employment opportunities to be made available in the Project Area; and that the Borrower make available its charitable services for the population.

(c) Each of the Parties will receive substantial benefit from the Project, which will, among other things, enhance the provision of the Borrower's charitable services, made available to residents of the Parties.

(d) The Parties desire to facilitate the selective development of the Project Area, and help to provide the range of services and employment opportunities required by the population. The Project will assist the Parties in achieving those objectives and enhance the image and reputation of the community.

(e) On the basis of information made available to the Parties by the Borrower it appears, that: (1) the Project constitute properties, real and personal, used or useful in connection with a revenue producing enterprise; and (2) the effect of the Project, if undertaken, will be to: (i) encourage the development of economically sound industry and commerce, (ii) assist in the prevention of the emergence of blighted and marginal land, (iii) help prevent chronic unemployment, (iv) provide the range of service and employment opportunities required by the population, (v) help prevent the movement of talented and educated persons out of the State and to areas within the State where their services may not be as effectively used, and (vi) promote more intensive development and appropriate use of land within the Project Area, and (vii) provide adequate charitable services to residents of the Parties.

Section 4. Consent. The County approves the Project and consents to and ratifies the issuance of the Obligations by the Issuer, subject to the terms and conditions set forth in this Agreement.

Section 5. Authorizations. The Issuer is authorized to:

(a) exercise the powers under the Act by adopting, approving, and executing such resolutions, documents and agreements as are necessary or convenient to authorize, issue and sell the Obligations and such other resolutions, documents and agreements are necessary or required in connection with the issuance of the Obligations and to give effect to or carry out the provisions of this Agreement and the documents under which the Obligations are issued and/or secured, and

(b) take all actions necessary or convenient in connection therewith and permitted by the Act.

Section 6. Special Limited Obligations. The Obligations shall be special, limited obligations of the Issuer and shall not be payable from nor charged against any funds of any of the Parties, nor shall any of the Parties be subject to any liability thereon, nor shall any holder of the Obligations ever have the right to compel any exercise of the taxing power of any of the Parties to pay the Obligations or the interest thereon, nor to enforce payment against any property of any of the Parties, nor shall the Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of any of the Parties, nor shall the Obligations constitute a debt of any of the Parties within the meaning of any constitutional or statutory limitation.

Section 7. Term. This Agreement shall terminate upon the earlier of: (a) defeasance of the Obligations; (b) final maturity and payment of the Obligations; or (c) payment in full of the Obligations prior to their final maturity.

Section 8. Distribution of Assets. Upon termination of this Agreement, any property acquired pursuant to this Agreement and any surplus moneys shall be distributed according to the documents entered into by the Issuer in connection with its issuance of the Obligations.

Section 9. Liability. The Borrower will indemnify and hold harmless the County, its officers, and employees from all claims or causes of action, including attorneys' fees incurred by the County, arising from the performance of this Agreement by the County or related to the Project. This clause will not be construed to require Borrower to indemnify the County for the acts of the County or its employees. Nothing in this clause may be construed as a waiver of any immunities or limitations of liability to which the County may be entitled pursuant to Minn. Stat. Ch. 466, or any other statute or law.

Section 10. Amendments. This Agreement may not be amended while any portion of the Obligations remains outstanding, unless such amendment has been requested by the Borrower, the Parties agree to such amendment in writing, and the Issuer has received the opinion of nationally-recognized bond counsel that such amendment will not adversely affect the tax-exempt status of the Obligations.

Section 11. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but which together will constitute one and the same instrument.

Section 12. Data Practices. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13. Audit Provision. The Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

IN WITNESS WHEREOF, the Parties have caused their names to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

CITY OF LILYDALE, MINNESOTA

By ___________________________________
Mayor

By ___________________________________
City Administrator

(Signature page to Cooperation Agreement – 360 Communities Project)

DAKOTA COUNTY, MINNESOTA

By ______________________________
Chair

By ______________________________
County Manager

(Signature page to Cooperation Agreement – 360 Communities Project)

ACKNOWLEDGMENT OF BORROWER

The undersigned duly authorized representative of the Borrower described herein has read the preceding Cooperation Agreement dated as of the date hereof, between the City of Lilydale, Minnesota and Dakota County, Minnesota, and consents to the terms thereof and agrees to be bound by provisions applicable to the Borrower therein.

360 COMMUNITIES

By ______________________________
Its ______________________________

(Signature page to Cooperation Agreement – 360 Communities Project)