

COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT MADE THIS _____ day of September, 2026 between Dinosolar LLC and the City of Mills, Wyoming (each a “Party” and collectively “Parties”), to wit:

RECITALS

1. Dinosolar LLC (hereinafter “Dinosolar”) intends to construct a solar and battery energy storage facility in Natrona County, Wyoming (hereinafter “Project”).

2. Dinosolar, in furtherance of that goal, obtained a permit from the Industrial Siting Council on or about March 3, 2023. On April 20, 2026, the Industrial Siting Council extended the permit to commence construction before March 3, 2029.

3. As part of that process affected parties, including the City of Mills (hereinafter “Mills”) presented evidence and testimony on the unmitigated impact expenses that the Project will incur, to the best of their ability to estimate the same.

4. The unmitigated impact estimate was based on the size, scope and timing of the Project.

5. The Project has been delayed in commencement of construction.

6. The Board of County Commissioners for Natrona County, Wyoming approved certain resolutions for the construction and operation of the Project. Dinosolar is in the process of obtaining necessary approvals of the Board of County Commissioners for Natrona County to extend the Project commencement of construction date.

7. Because it is necessary for Mills to order equipment in advance of the Project’s commencement, costs and expenses were incurred by Mills relying upon the original commencement date.

8. In addition to its other impact assistance requests not subject to this Agreement, Mills sought the following for its Fire Department and has paid for and received the same:

Command Truck	\$ _____
Ambulance	\$ _____

9. Given as Mills has already committed to and acquired the Command Truck and Ambulance, it is using two items specifically acquired in anticipation of this Project and had to pay for the same in advance of the payment of ISC funds. Documentation of such expenditures is included in Exhibit A.

10. The terms and conditions of this Agreement have undergone extensive review by Mills and have been found to be fair, just and reasonable, and beneficial to Mills.

11. The best interests of the citizens of Mills and the public health, safety and welfare will be served by entering into this Agreement.

12. All actions taken and approvals given by Mills have been duly taken or approved in accordance with all applicable legal requirements for this Agreement.

NOW THEREFORE, upon the terms and conditions set forth below, the Parties agree as follows:

1. The City of Mills Payments

Mills has expended \$_____to date for equipment that was in anticipation of commencement of the Dinosolar Project and has used its own funds to do the same. In recognition of the same, Dinosolar agrees to pay to the Mills the amount of \$_____by December 31, 2026. Any required approvals of the Board of Commissioners for Natrona County, Wyoming to extend commencement of construction for the Project are a condition precedent before making the payment. For the avoidance of doubt, no payment is owed by Dinosolar in the event the Board of Commissioners for Natrona County, Wyoming does not grant any necessary approvals for the Project. In turn, Mills will reimburse this amount to Dinosolar upon receiving payments from the Industrial Siting Council's award for the same within 10 days of receiving such payment. As the Mills' award from the Industrial Siting Council included other matters and materials, the repayment shall be prorated to reflect the percentage of any one payment that the overall figure of \$_____reflects of the total award.

2. No Waiver of ISC payments

Nothing in this Agreement shall be read to waive any payments by the Industrial Siting Council to which Mills is entitled.

3. Agreement Contingent Upon No Objection from the Industrial Siting Council

This Agreement is contingent upon the Industrial Siting Council having no objection to the same.

4. Authority of Parties.

Each Party represents and warrants to the other Party that (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against itself in accordance with the terms hereof, and (iii) the execution and delivery of this Agreement has been validly authorized by all necessary corporate, governmental, or other action and does not conflict with any other agreements entered into by such Party.

5. Miscellaneous Provisions

- 5.1 The foregoing recitals are incorporated by reference into this Agreement as though set forth fully in the body hereof.
- 5.2 This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, and their respective personal representatives, heirs, successors, grantees, and assigns.
- 5.3 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 5.4 Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement must be executed by both Parties, and thereafter shall be incorporated by written instrument, executed and signed by all Parties.
- 5.5 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming.
- 5.6 No Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by any Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
- 5.7 If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 5.8 Upon the request of any other Party, and to the extent permitted by applicable law, each Party agrees to furnish the other Party such requested information, execute and deliver to the other Party such requested documents and do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.
- 5.9 This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished.

[SIGNATURE PAGES BELOW]

IN WITNESS WHEREOF, the Parties execute this agreement this_____day of
September, 2026.

Dinosolar LLC

a Delaware limited liability company

By: _____ Date:_____

City of Mills

_____ Date: _____

EXHIBIT A
Documentation of Mills Expenditures