

## COST REIMBURSEMENT AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026 between Dinosolar LLC, the City of Mills, Wyoming, to wit:

### RECITALS

1. \_\_\_ Dinosolar LLC (hereinafter Dinosolar) intends to construct a solar farm for electrical generation in Natrona County, Wyoming

2. \_\_\_ Dinosolar, in furtherance of that goal, obtained a permit from the Industrial Siting Council on or about \_\_\_\_, 202\_\_.

3. \_\_\_ As part of that process affected parties 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 greatly delayed in initiation for reasons that are not in anyway connected with the municipalities themselves.

6. \_\_\_ Because it is necessary for municipalities to order equipment in advance of the project's commencement costs and expenses were incurred by the municipalities relying upon the original commencement date. Some of the equipment so ordered will no longer be suitable for the project when it occurs.

7. \_\_\_ In addition to its other requests, the City of Mills sought the following for its Fire Department and has paid for and received the same:

|               |             |
|---------------|-------------|
| Command Truck | \$80,000.00 |
| Ambulance     | \$225,000   |

8. 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 has to pay for the same in advance of the payment of ISC funds.

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

### **1. The City of Mills Payments**

The City of Mills, Wyoming has expended \$305,000.00 to date for equipment that was in anticipation of the timely 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 City of Mills the amount of \$305,000.00 within thirty (30) days of this Agreement. In turn, the City of Mills will reimburse this amount to Dinosolar upon receiving payments from the Industrial Siting Council's award for the same. As the City of 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 \$305,000.00 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 either municipality 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.

IN WITNESS WHEREOF, the parties execute this agreement this \_\_\_\_\_ day of July, 2026.

Dinosolar LLC

a Wyoming limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_

City of Mills

\_\_\_\_\_ Date: \_\_\_\_\_