AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Friday, September 19, 2025, at 9:00 AM in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

- **Invocation/Moment of Silence**
- **Pledge of Allegiance**
- **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

- **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.
- **CONSENT AGENDA:** The Board will be asked to approve by one motion the following items of recurring or routine business:

1.	Accept Grant Agreement for $250,000 from the State of New Mexico Department of the Environment for the La Union Flood Control Improvements Resolution with Associated Budget Revision and Resolution	John Gwynne, Flood Director
2.	Approve resolution between Doña Ana County and Creative Pro Aviation Storage, LLC. for a Lease Contract for Lot T-24 at the Doña Ana County International Jetport in the amount of $3,735.60 for the first year, subject to approval by the New Mexico State Board of Finance Subject to approval by the New Mexico State Board of Finance	William Provance, Jetport Manager
3.	Approve a resolution declaring the adoption of a biennial budget process.	Lucio Luttrell, Budget and Research Officer
4.	Approve Resolution authorizing County Manager to extend Memorandum of with New Mexico State University for Interim Fire Chief until new Chief is hired; allowing for December 2025 to be for onboarding and orienting the new Chief.	Andrew Bowen, Interim Fire Chief
5.	Award project contract to Global Maven Enterprises Inc. through Cooperative Educational Services (CES) 2023-05-R1218-ALL in an amount of $1,511,641.25 to complete improvements at the Transitional Living Center located at 854 N. Motel Blvd.	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager

6.	Award Project Contract to Excerplay through CES in the amount not to exceed $164,658.37 for the installation of new play structures within the La Mesa Community Center Park	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager
7.	Award Project Contract to Lynco Electric through CES in the amount not to exceed $587,990.54 for the purchase and installation of the backup generator at the new OEM Facility.	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager

• **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Deborah Weir, Assistant County Manager.

Name	Department	Years of Service
Joseph Vargas	Digital Communications	10
Shawn Spain	Human Resources	10
Luis Salcido	Detention Center	15
Salomon Lara	Sheriff's	15
Erika Quezada	Engineering/Roads	25
William Provance	Jetport	11 (Retirement)

• **PROCLAMATIONS**

8.	Proclaim September 30- October 3 as Walk to School in Doña Ana County.	Scott Andrews, County Manager

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACK**

• **MINUTES**

9.	Regular Meeting Minutes for September 9, 2025	Brandi Delgado, Administrative Assistant

• **<u>HEARINGS and ORDINANCES</u>**

10. An ordinance authorizing the issuance and sale of Doña Ana county, New Mexico taxable industrial revenue bonds (Project Jupiter) series 2025a, series 2025b and series 2025c, collectively in a maximum, aggregate principal amount up to $165,000,000,000 (the "bonds"), with series 2025a being in the maximum, aggregate principal amount of $15,000,000,000, series 2025b being in a maximum, aggregate principal amount of up to $25,000,000,000 and consisting of four anticipated subseries, and series 2025c being in a maximum, aggregate principal amount of up to $125,000,000,000. The project would include the construction, development, and acquisition of a hyperscale, artificial intelligence (ai) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the boundaries of Doña Ana County. — Denisse Carter, Economic Development Administrator

11. Approve an Ordinance for [Red Chiles A, LLC, A Delaware Limited Liability Company, Red Chiles B, LLC, A Delaware Limited Liability Company, Red Chiles C, LLC, A Delaware Limited Liability Company, Red Chiles D, LLC, A Delaware Limited Liability Company (Collectively, And Together With Their Successors, Assigns And Affiliates, "<u>Red Chiles</u>")] And Yucca Growth Infrastructure, LLC, A Delaware Limited Liability Company (Together With Its Successors, Assigns And Affiliates, "<u>Yucca Growth</u>" And Together With Red Chiles, The "<u>Companies</u>") pursuant to the Local Economic Development Act (LEDA). — Denisse Carter, Economic Development Administrator

• **<u>COMMISSION INPUT (FOLLOW-UP)</u>**

• **<u>CORRESPONDENCE</u>**

12. Correspondence received by Doña Ana County. — Brandi Delgado, Administrative Assistant

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978).

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

AGENDA ENMENDADA

Lo siguiente se considerará en la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana que se llevará a cabo el viernes 19 de septiembre de 2025 a las 9:00 a. m. en la Sala de la Comisión del Condado de Doña Ana, 1.er piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México:

• **Invocación / Momento de Silencio**

• **Juramento a la bandera**

• **Pase de lista de miembros de la Comisión presentes y determinación del quórum**

LA COMISIÓN SE REÚNE COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

• **CAMBIOS EN LA AGENDA:** Scott Andrews, Administrador del Condado.

• **AGENDA POR CONSENTIMIENTO:** Se solicitará a la Junta que apruebe mediante una moción los siguientes puntos de asuntos recurrentes o de rutina:

1.	Aceptar el acuerdo de subvención por 250,000 dólares del Departamento de Medio Ambiente del Estado de Nuevo México para la Resolución de Mejoras de Control de Inundaciones de La Unión con la Revisión y Resolución del Presupuesto Asociado	John Gwynne, Director de Inundaciones
2.	Aprobar la resolución entre el Condado de Doña Ana y Creative Pro Aviation Storage, LLC. para un contrato de arrendamiento para el lote T-24 en el aeropuerto internacional del Condado de Doña Ana por un monto de 3,735.60 dólares para el primer año, sujeto a la aprobación de la Junta de Finanzas del Estado de Nuevo México. Sujeto a la aprobación de la Junta de Finanzas del Estado de Nuevo México.	William Provance, Gerente de Jetport
3.	Aprobar una resolución que declare la adopción de un proceso presupuestario bienal.	Lucio Luttrell, Oficial de Presupuesto e Investigación
4.	Aprobar la Resolución que autoriza al Administrador del Condado a extender el Memorando de Entendimiento con la Universidad Estatal de Nuevo México para que el Jefe Interino del Departamento de Bomberos continúe en funciones hasta que se contrate un nuevo Jefe; permitiendo que Diciembre de 2025 se destine al proceso de inducción y orientación del nuevo Jefe.	Andrew Bowen, Jefe Interino del Departamento de Bomberos:

5.	Adjudicar el contrato de proyecto a Global Maven Enterprises Inc. a través de Cooperative Educational Services (CES) 2023-05-R1218-ALL por un monto de 1,511,641.25 dólares para completar mejoras en el Transitional Living Center ubicado en 854 N. Motel Blvd.	Robert Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de Proyecto
6.	Adjudicar el contrato del proyecto a Excerplay a través de CES por un monto que no exceda los 164,658.37 dólares para la instalación de nuevas estructuras de juego dentro del Parque del Centro Comunitario La Mesa	Robert Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de Proyecto
7.	Adjudicar el contrato del proyecto a Lynco Electric a través de CES por un monto que no exceda los 587,990.54 dólares para la compra e instalación del generador de respaldo en las nuevas instalaciones del OEM.	Roberto Herrera, Instalaciones y Servicios, Director Justin Weaver, Gerente de Proyecto

• **RECONOCIMIENTO A LOS EMPLEADOS:** La Comisión reconocerá a los empleados del Condado de Doña Ana por sus años de servicio al Condado de Doña Ana. Leído por Deborah Weir Administradora Asistente del Condado.

Nombre	Departamento	Años de servicio
Joseph Vargas	Comunicaciones Digitales	10
Shawn España	Recursos Humanos	10
Luis Salcido	Centro de Detención	15
Salomon Lara	Alguacil	15
Erika Quezada	Ingeniería/Carreteras	25
Bill Provance	Jetport	11 (Jubilación)

• **PROCLAMACIONES**

8.	Proclamar del 30 de septiembre al 3 de octubre como Caminata a la Escuela en el Condado de Doña Ana.	Scott Andrews, Administrador del condado

• **OPINIÓN PÚBLICA**

• **APORTES DE LA COMISIÓN**

• **APORTES DE LOS FUNCIONARIOS ELEGIDOS DEL CONDADO**

• **APORTACIONES DEL PERSONAL**

• **INFORME DE LA JUNTA DESIGNADA POR LA COMISIÓN**

• MINUTAS

9. Acta de la reunión ordinaria del 9 de septiembre de 2025 — Brandi Delgado, Asistente Administrativa

• AUDIENCIAS Y ORDENANZAS

10. Ordenanza que autoriza la emisión y venta de Bonos de Ingresos Industriales Gravables del Condado de Doña Ana, Nuevo México, por un monto principal máximo de $165,000,000,000 para desarrollar el Proyecto Júpiter. El Proyecto incluiría la construcción, el desarrollo y la adquisición de un campus de centro de datos de inteligencia artificial (IA) a gran escala, una microrred coubicada e infraestructura e instalaciones relacionadas, ubicados dentro de los límites del Condado de Doña Ana. — Denisse Carter, Administradora de Desarrollo Económico

11. Aprobar una Ordenanza para [Red Chiles A, LLC, una compañía de responsabilidad limitada de Delaware, Red Chiles B, LLC, una compañía de responsabilidad limitada de Delaware, Red Chiles C, LLC, una compañía de responsabilidad limitada de Delaware, Red Chiles D, LLC, una compañía de responsabilidad limitada de Delaware (colectivamente, y junto con sus sucesores, cesionarios y afiliados, " Red Chiles ")] y Yucca Growth Infrastructure, LLC, una compañía de responsabilidad limitada de Delaware (junto con sus sucesores, cesionarios y afiliados, " Yucca Growth " y junto con Red Chiles, las " Compañías ") de conformidad con la Ley de Desarrollo Económico Local (LEDA). — Denisse Carter, Administradora de Desarrollo Económico

• APORTES DE LA COMISIÓN (SEGUIMIENTO)

• CORRESPONDENCIA

12. Correspondencia recibida por el Condado de Doña Ana. — Brandi Delgado, Asistente Administrativa

LA COMISIÓN PUEDE REUNIRSE EN SESIÓN CERRADA. La Junta puede reunirse en sesión cerrada sobre un asunto de personal limitado, la compra, adquisición o disposición de bienes inmuebles y derechos de agua, para discutir información que esté cubierta por el privilegio abogado-cliente en relación con litigios amenazados o pendientes, según lo autorizado por la Ley de Reuniones Abiertas, Sección 10-15-1(H)(2), (7) y (8) (NMSA 1978).

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN ABIERTA para tomar medidas, si las hubiere, sobre los temas de la sesión cerrada.

LA COMISIÓN CIERRA SU SESIÓN COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO MIENTRAS ESTÁN EN SESIÓN ABIERTA

ESTA AGENDA ESTÁ SUJETA A CAMBIOS

NOTA: El Condado de Doña Ana garantizará una comunicación eficaz con las personas con discapacidad y, previa solicitud, proporcionará ayudas y servicios de comunicación para brindarles igualdad de oportunidades de participación en las reuniones, eventos o actividades patrocinadas por el Condado de Doña Ana. Cualquier solicitud debe dirigirse al Coordinador de la Ley de Estadounidenses con Discapacidades (ADA), por escrito o por teléfono, **al menos dos días hábiles** antes del evento en el que se requiera la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el Coordinador de la ADA al 575 525-5878 (voz) o al 575 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinadas por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al 575 525-6163, al menos 48 horas antes del evento. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 575 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

Aceptar un acuerdo de subvención por un monto de 200,000.00 dólares del Departamento de Finanzas y Administración de Nuevo México para mejoras de iluminación, seguridad vial y reducción de velocidad en Tortugas, en el condado de Doña Ana y la revisión y resolución del presupuesto asociadas.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Flood Commission	September 19, 2025
Initiating Department	**Meeting Date**
John Gwynne, Flood Director	1
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

ACCEPT GRANT AGREEMENT FOR $250,000 FROM THE STATE OF NEW MEXICO DEPARTMENT OF THE ENVIRONMENT FOR THE LA UNION FLOOD CONTROL IMPROVEMENTS RESOLUTION WITH ASSOCIATED BUDGET REVISION AND RESOLUTION

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Accept State Appropriation for La Union Project

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution
Grant Agreement
Budget Revision and Resolution

SUMMARY OF FINANCIAL IMPACT

No Matching Funds required. The project will be paid upfront and all direct costs will be reimbursed.

ADMINISTRATIVE REVIEW AND APPROVAL

Michelle Blackwell, Grants Administrator	Created/Initiated - 8/29/2025
Asma Dawood, Finance Director	Approved - 8/29/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/12/2025
John Gwynne, Flood Director	Final Approval - 9/15/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 9/25/2025

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: September 19, 2025

Agenda Item Title: Accept Grant Agreement for $250,000 from the State of New Mexico Department of the Environment for the La Union Flood Control Improvements Resolution with Associated Budget Revision and Resolution

Type of Action: Accept Grant and Execute Resolutions

Fiscal Impact: No Matching Funds required. The project will be paid upfront and all direct costs will be reimbursed.

Strategic Plan Alignment: Flood Control to protect County Residents, assets and natural environments

Overview:

The Flood Commission seeks Board approval to accept grant agreement 25-J2387-GF from the State of New Mexico Department of Environment for $250,000. Additionally, we are requesting a budget revision and resolutions and to delegate signature authority to the County Manager for related documents.

All funding will help mitigate seasonal flooding impacts, and direct water to travel through the community and into designated detention/retention areas, and away from private properties and homes, while also protecting County maintained infrastructure

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and accept Grant and Budget
- **Vote "NO" =** This will reject the resolution and reject State Appropriated Funds
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-______

RESOLUTION ACCEPTING GRANT AGREEMENT FOR $250,000 FROM THE STATE OF NEW MEXICO DEPARTMENT OF THE ENVIRONMENT FOR THE LA UNION FLOOD CONTROL IMPROVEMENT AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT (S)

WHEREAS, the **Board of County Commissioners of Dona Ana County of the State of New Mexico s**hall enter into a Grant Agreement with the State of New Mexico Environment Department, and

WHEREAS, the Agreement is identified as **Project Number SAP 25-J2387-GF**

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County authorize/approve**:**

Scott Andrews, County Manager, or successor is authorized to sign the Grant Agreement for this project, and

Scott Andrews, County Manager and Michael Garza, Engineer Supervisor, or successor is the Official Representative (s) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact), and

Michael Garza, Engineer Supervisor and Michelle Blackwell, Grant Administrator, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Michael Garza, Engineer Supervisor and Michelle Blackwell, Grant Administrator, or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S)

RESOLVED this 19th day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 28, Subsection 36, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. SAP 25-J2387-GF ("**Project**") **June 30, 2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 28, Subsection 36, Two Hundred Fifty Thousand Dollars, ($250,000.00), to acquire land, easements and rights of way and to plan, design, construct and equip drainage improvements in La Union in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars $250,000.00 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, No Dollars, $0.00, which equals Two Hundred Fifty Thousand Dollars, $250,000.00 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	Dona Ana County
Name:	Scott Andrews
Title:	County Manager
Address:	845 N. Motel Blvd; Las Cruces NM 88005
Email:	scotta@donaana.gov
Telephone:	575-525-5803

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	Dona Ana County
Name:	Asma Dawood
Title:	Financial Services Director
Address:	845 N. Motel Blvd; Las Cruces NM 88007
Email:	asmad@donaana.gov
Telephone:	575-525-5974

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Environment Department
Name: Lilia Urrutia
Program Administrator
NMENV-cpbsap@state.nm.us or lilia.urrutia@env.nm.gov
Telephone: 505-670-3583

Environment Department
Name: Steven Deal
Project Manager
Email: steven.deal@env.nm.gov
Telephone: 505-670-2926

Environment Department
Sara Rhoton
Technical Section Manager
Sara.rhoton@env.nm.gov
Telephone: 505-469-2687

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

    a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
    b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
    c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

    a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
    b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).

c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
    iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.

c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
   b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
   d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

   a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
      i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
      ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
   d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

   a. Grantee acknowledges and agrees:
      i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
      ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
      iii. The SBOF may in the future impose further or different conditions upon the Project;
      iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
      v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
      vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY GRANTEE:

Dona Ana County
Entity Name

Official with Authority to Bind Grantee:

____
Signature

Scott Andrews
(Print Name)

County Manager
(Title)

____
Date

Fiscal Officer or Chief Financial Officer: (OPTIONAL)

____
Signature

____
(Print Name)

____
(Title)

____
Date

Legal Counsel: (OPTIONAL)

____
Signature

____
(Print Name)

____
(Title)

____
Date

APPROVED BY DEPARTMENT:

New Mexico Environment Department

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

EXHIBIT A

Request for Payment Form and Certification

Rev. July 2025

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

	PROJECT BUDGET		PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees										
Other Professional										
Service Fees										
Inspection Fees										
Property Acquisition										
Construction Cost										
Planning Cost										
Equipment										
Other Costs (specify)										
Contingencies										
TOTAL										

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # ___________

DATE: ______________________________

TO: Department Representative: ______________________________, Grant Manager

FROM: Grantee Entity: ______________________________

Grantee Official Representative: ______________________________

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ______________________________

Grant Termination Date: ______________________________

As the designated representative of the Department for Grant Agreement number __________________________ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: ______________________________

Third Party Obligation Amount: ______________________________

Vendor or Contractor: ______________________________

Third Party Obligation Amount: ______________________________

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): ______________________________

The Amount of this Notice of Obligation: ______________________________

The Total Amount of all Previously Issued Notices of Obligation: ______________________________

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: ______________________________

Title: Grant Manager

Signature: ______________________________

Date: ______________________________

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit (“Exhibit”) is incorporated into the New Mexico Capital Outlay Agreements (“Agreements”) between the State of New Mexico (“State”) and [Insert Partner Name] (“Partner”). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(Dona Ana County SAP 25-J2387-GF)

Payment Request No______________

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: Dona Ana County

PROJECT NO: SAP 25-J2387-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) **Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	**NMED PROGRAM**	**OTHER FUNDS**
Engineer Fees		
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost		
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies		
TOTAL	$ -	$ -

2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? ___________________________________

Describe how you will secure CPO services, if you currently do not have a CPO. ________

____

Professional Services

Have engineering or professional services already been procured and contracted? __________

If not, describe how you will procure engineering or professional services____

Reminders:

- COSTS <u>ABOVE</u> $60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS <u>BELOW</u> $60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over $60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		***EXPECTED EXPENDITURE PER MILESTONE***
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	$25,000
DESIGN, PERMIT	9 months	$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	$750,000 and $15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		$850,000

4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.

D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

F. All daily construction inspection reports shall be made available to the NMED upon request.

G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2387-GF **AS DESCRIBED IN ATTACHMENT A, AND** THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution ______

Whereas, the **Board of County Commissioners of Dona Ana County of the State of New Mexico** shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP** SAP 25-J2387-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Scott Andrews, County Manager, or successor is authorized to sign the Grant Agreement for this project,and

Scott Andrews, County Manager and Michael Garza, Engineer Supervisor, (may have more than one) or successor is the OFFICAL REPRESENTATIVE (S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

Michael Garza, Engineer Supervisor and Michelle Blackwell, Grant Administrator, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Michael Garza, Engineer Supervisor and Michelle Blackwell, Grant Administrator, (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: September 19, 2025 .

Christopher Schaljo-Hernandez, Chairperson

______________________________ ______________________

(Signature) **Date**

(SEAL)

ATTEST:

____

Amanda Lopez Askin, Ph. D., County Clerk

Name of Grantee: _Dona Ana County_____ Project Number: SAP 25-J2387-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Scott Andrews	Name	
Title	County Manager	Title	
Signature		Signature	
Address	845 N. Motel Blvd	Address	
	Las Cruces NM 88007		
Email	scotta@donaana.gov	Email	
Phone	575-525-5803	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Scott Andrews	Name	Jonathan Macias
Title	County Manager	Title	Assistant County Manager
Signature		Signature	
Address	845 N Motel Blvd	Address	845 N. Motel Blvd
	Las Cruces		Las Cruces NM 88007
Email	scotta@donaana.gov	Email	jonathanma@donaana.gov
Phone	575-525-5803	Phone	575-525-6129
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Michael Garza	Name	
Title	Engineer Supervisor	Title	
Signature		Signature	
Address	845 N. Motel Blvd	Address	
	Las Cruces		
Email	michaelg@donaana.gov	Email	
Phone	575-525-5553	Phone	
Designated Agent or Employee that will make DFA database updates			
Name	Michelle Blackwell	Name	
Title	Grant Administrator	Title	
Signature		Signature	
Address	845 N. Motel Blvd	Address	
	Las Cruces NM 88007		
Email	michelleb@donaana.gov	Email	
Phone	575-525-5563	Phone	
Notice of Obligations			
Name	Michelle Blackwell	Name	
Title	Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	845 N. Motel Blvd	Address	
	Las Cruces NM 88007		
Email	michelleb@donaana.gov	Email	
Phone	575-525-5563	Phone	

Budget Amendment: FY2026 - Annual Budget Detail on 09/19/2025 : BUDAMD00000665

Details and Process

For	Budget Amendment: FY2026 - Annual Budget Detail on 09/19/2025 : BUDAMD00000665
Overall Process	Budget Amendment: FY2026 - Annual Budget Detail on 09/19/2025 : BUDAMD00000665
Overall Status	In Progress
Due Date	09/05/2025

Details

Budget Amendment	Budget Amendment: FY2026 - Annual Budget Detail on 09/19/2025 : BUDAMD00000665
Company	Doña Ana County
Plan Template	Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan	FY26 DAC Amended Budget Detail
Amendment ID	BUDAMD00000665
Amendment Date	09/19/2025
Description	ACCEPT AWARD OF SAP 25-J2387-GF LA UNION
Amendment Type	Budget Revision/Resolution
Balanced Amendment	Yes
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000654 SAP 25-J2387-GF La Union Flood Control Improvements	SC-032 Capital Outlay - Construction		Project: P-0000085 La Union Drainage	$250,000.00	$0.00	ACCEPT STATE APPROPRIATION	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-033 Flood Control	CC-046 Lower Rio Grande Flood District	GR000654 SAP 25-J2387-GF La Union Flood Control Improvements		RC-032 Grant Revenues	Project: P-0000085 La Union Drainage	$0.00	$250,000.00	ACCEPT STATE APPROPRIATION	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/04/2025 08:13:01 AM	09/05/2025	Michelle Blackwell	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 10:05:41 AM		Johnny Gwynne (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/12/2025 09:48:04 AM	09/05/2025	Lucio Luttrell (Budget Manager)	1	Lucio Luttrell: Updated date to BOCC meeting date.

Remaining Process

Click on the button below to review remaining process details.

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-______

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED in the Board session this 19th of September 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County International Jetport at Santa Teresa	September 19, 2025
Initiating Department	**Meeting Date**
William Provance, Jetport Manager	2
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION BETWEEN DOÑA ANA COUNTY AND CREATIVE PRO AVIATION STORAGE, LLC. FOR A LEASE CONTRACT FOR LOT T-24 AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT IN THE AMOUNT OF $3,735.60 FOR THE FIRST YEAR, SUBJECT TO APPROVAL BY THE NEW MEXICO STATE BOARD OF FINANCE SUBJECT TO APPROVAL BY THE NEW MEXICO STATE BOARD OF FINANACE

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The principals of Creative Pro Aviation Storage, LLC request approval of a resolution for a lease contract for the lot designated as T-24 at the Doña Ana County International Jetport for construction of a new aircraft storage hangar. The term of the lease is for twenty-five (25) with an option for one ten-year (10) extension commencing on the date of approval by the New Mexico State Board of Finance and delegate signature authority to the County Manager for all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary with overhead view of location
Resolution
Lease Agreement
Legal Description and Map

SUMMARY OF FINANCIAL IMPACT

New land rental income for Jetport operations. The first year lease rent is estimated to be $3,735.60 (subject to annual increase by the CPI-U)

ADMINISTRATIVE REVIEW AND APPROVAL

William Provance, Jetport Manager	Created/Initiated - 9/6/2025
William Provance, Jetport Manager	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/8/2025
Jonathan Macias, Assistant County Manager	Final Approval - 9/12/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: September 19, 2025

Agenda Item Title: Approve resolution between Doña Ana County and Creative Pro Aviation Storage, LLC. for a Lease Contract for Lot T-24 at the Doña Ana County International Jetport in the amount of $3,735.60 for the first year, subject to approval by the New Mexico State Board of Finance

Type of Action: Approval

Fiscal Impact: Revenue in the amount of $3,735.60 the first year

Strategic Plan Alignment: This item provides service the Jetport tenants and increases the revenue for continued airport operations and maintenance

Overview:

The principals of Creative Pro Aviation Storage, LLC are requesting approval of a land lease contract for the lot designated T-24. A twelve bay aircraft hangar will be constructed on the site by the tenant.

The term of the lease is for twenty-five (25) with an option for one ten-year (10) extension commencing on the date of approval by the New Mexico State Board of Finance.

Delegate signature authority to the County Manager to execute the Lease Contract and to make, approve and execute such further changes to the language of the Lease Contract as may be required by the New Mexico State Board of Finance for their approval.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and allow the land lease process to move to the NM State Board of Finance for their approval.
- **Vote "NO" =** This will reject the resolution and the process for this new land lease will terminate.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

Approximate location of T-24

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

Doña Ana County Resolution No. 2025-__________

A RESOLUTION APPROVING LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND CREATIVE PRO AVIATION STORAGE, LLC

WHEREAS, the Doña Ana County Board of Commissioners is tasked to represent and address the needs of its residents; and

WHEREAS, the County finds that the construction of a new aircraft hangar on Lot T-24 is in the best interest of the County for improvement in the operation of the Doña Ana County International Jetport; and

WHEREAS, the County finds that revisions to the contract may be necessary to secure approval by the New Mexico State Board of Finance and are in the best interests of the administration and operation of the County International Jetport.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the Lease contract is approved, subject to the condition that it be approved by the New Mexico State Board of Finance; and

NOW THEREFORE, IT IS FURTHER RESOLVED, the County Manager is delegated the authority to execute the Lease Contract and to make, approve and execute such further changes to the language of the Lease Contract as may be required by the New Mexico State Board of Finance for approval.

Resolved in the Board session this 19th day of September, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND CREATIVE PRO AVIATION STORAGE, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease Contract (the "Lease"), made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico ("Lessor") and CREATIVE PRO AVIATION STORAGE, LLC, a Texas limited liability company and its successors and assigns ("Lessee"). This Lease supersedes all prior agreements and negotiations between the parties.

WITNESSETH:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-24) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, prior to construction of improvements, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: Lessor leases to Lessee, the area of land referred to herein as Lot T-24, at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof (the "Leased Premises"). The area of land Lot T-24 (Airport Layout Plan) to be leased is two hundred eighty three feet by sixty feet (283 x 60) described in Exhibit A attached and contains approximately sixteen thousand nine hundred eighty (16,980) square feet.

2. TERM, OPTION AND RIGHT OF FIRST REFUSAL

A. Term. The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance.

B. Option. Lesse has the option to renew the term of this Lease for two (2) ten (10) year terms upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the Leased Premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms, provided, however, Lessor must have provided written notice to Lessee of such non-compliance which was not corrected within ninety (90) days written notice subject to Force Majeure Events;

(iii) Lessee or its permitted assigns and sublessees have continuously operated its facility and at the time of the renewal notice and Lessee is not in receivership or bankruptcy;

(iv) Lessee is not in violation past any applicable notice and cure period of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the Lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

C. Right of First Refusal. At the expiration of this Lease, Lessee shall have a right of first refusal to lease the Leased Premises (including any additions thereto during the term of this Lease). If Lessee elects to exercise its right of first refusal, Lessee shall be entitled to lease the Leased Premises on the same terms, including the term of the lease and the rent, as offered in writing by a bona fide third party offer. Lessee shall have thirty (30) days from notice of such offer to exercise this right of first refusal. Lessee's right of first refusal shall expire one (1) year after the expiration of this Lease.

3. RENTAL RATE, OTHER FEES AND PAYMENT

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the Leased Premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the Leased Premises, may sublease the Leased Premises to other persons or entities with prior written approval of the Lessor which approval shall not be unreasonably withheld. With respect thereto, Lessee shall provide in its sublease that the sublessee shall pay to Lessor, as additional rent, two percent (2%) of the sublessee's Gross Receipts as additional rent.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located at the Jetport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a

$5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the Leased Premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of

Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision. All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the Leased Premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents, contractors or employees for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this Lease.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the Leased Premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than ________________ (___) [TBD depending on timing for Lease approval] days after approval of this Lease by the New Mexico State Board of Finance and shall complete such construction within 365 days after execution of this Lease by Lessor. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the Leased Premises subject, however, to reasonable delays caused by any act of Lessor acts of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facility, materials or supplies in the open market, delays in issuance of permits or inspections by governmental authorities, delays in connection of utilities from local utility providers (including the delivery and installation of electrical transformers), failure of transportation, strikes, lock outs, actions of labor unions, condemnation, requisition, laws, governmental action or inaction (including the imposition or effectiveness of tariffs that impact the availability of construction materials), orders of government or civil or military or naval authorities, unforeseen subsurface conditions, adverse weather conditions or any cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Seller (collectively, “Force Majeure Events”).

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto.

J. Alteration of Construction Plans: The improvements to be constructed on the Leased Premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

K. Within ____________(_____) days after the Effective Date of this Leae, Lessor agrees to extend the surface of the tarmac of the Jetport to the improvements to be located on the Leased Premises.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the Leased Premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee’s airport owners and operator’s liability policy with respect to activities under this Lease.
3. The airport owners and operator’s liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
4. The airport owners and operator’s liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. Airport Owners and Operator Insurance shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles

2. Automobile Liability Insurance covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.

3. Property Insurance or Course of Construction Insurance written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.

4. Environmental Impairment Liability Insurance if there is any fuel storage for private use including coverage for piping or dispensing of fuel conducted on the Leased Premises.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. Airport Owners and Operator Insurance shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.

2. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.

3. Property Insurance or Course of Construction Insurance for the full insurable value or completed value of the Lessee occupied premises and provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The Leased Premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the Leased Premises. The Leased Premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft, including drones.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the Leased Premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the Leased Premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the Leased Premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such Leased Premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the Leased Premises and/or improvements.

B. Lessee shall be responsible for removal of all wastes from the Leased Premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the Leased Premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the Leased Premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the Leased Premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against Leased Premises including personal property taxes on improvements to the Leased Premises and any and all utility and/or infrastructure improvement assessments applicable either to the Leased Premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the Leased Premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the Leased Premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the Leased Premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the Leased Premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the Leased Premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the Leased Premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the Leased Premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. Subject to Lessor's relocation obligations, Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the Leased Premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the Leased Premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the Leased Premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the Leased Premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent, subject to State Board of Finance approval, to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor and the State Board of Finance prior to the execution of such sublease.

B. Insure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the Leased Premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of Lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period and diligently works to cure such default to completion thereafter.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract:

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy which is not dismissed within sixty (60) days prior written notice from Lessor, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of

Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the Leased Premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within twelve (12) months after the date Lessor receives its insurance proceeds from its insurance carrier for restoration of the improvements, subject to Force Majeure Events.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the Leased Premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the Leased Premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the Leased Premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the Leased Premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the Leased Premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the Leased Premises shall not be removed by the Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said Leased Premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said Leased Premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party’s right under a tenancy, including the Lessor’s right to fully terminate the Lease and Lessee’s right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Creative Pro Aviation Storage, LLC Attn: Wesley Mildenhall 7500 Eagle Vista Dr., El Paso, Texas 79911

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the Leased Premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the Leased Premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the

Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee′s use, rights and/or operations on the Leased Premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the Leased Premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the Leased Premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the Leased Premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the Leased Premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the Leased Premises; provided however, that such location does not diminish or permanently interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee′s operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the Leased Premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the Leased Premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the Leased Premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee′s operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the Leased Premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the Leased Premises or any material portion of the Jetport premises or facilities outside the Leased Premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the Leased Premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the Leased Premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the Leased Premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the Leased Premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons, successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the Leased Premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the Leased Premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the Leased Premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the Leased Premises and is aware of the condition of the Leased Premises and improvements thereon, if any, and no representations as to Leased Premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the Leased Premises. Lessee accepts the Leased Premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the Leased Premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. ASSIGNMENT OF CONTRACT: Lessee shall not assign nor delegate any interest in this contract or transfer any interest or assign any claims for money due or to become due under this contract, except as may be otherwise provided for herein, without the written consent of the County and subject to State Board of Finance approval.

47. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee.

48. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

49. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval (the "Effecitve Date")

[SIGNATURE PAGE FOLLOWS]

LESSEE:

CREATIVE PRO AVIATION STORAGE, LLC,
a Texas limited liability company

By: ________________________________
Name: Wesley Mildenhall
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF EL PASO §

The foregoing instrument was acknowledged before me this _______ day of __________ 2025, by Wesley Mildenhall, Authorized Signatory of Creative Pro Aviation Strage, LLC, a Texas limited liability company, on behalf of said limited liability company.

____
Notary Public in and for
The State of Texas

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

LESSOR:

Doña Ana County, New Mexico

By: ________________________________
XXXXXXXXX, County Manager

STATE OF NEW MEXICO §
COUNTY OF DOÑA ANA §

The foregoing instrument was acknowledged before me this _______ day of __________ 2024, by XXX XXXX, Doña Ana County Manager, acting in his capacity as Doña Ana County Manager for and on behalf of Doña Ana County.

____
Notary Public in and for
The State of New Mexico

Approved on _______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: ________________________________

____
(Print or Type Name)

____
(Title)

LOCATION EXHIBIT

SHOWING FUTURE T-HANGERS, LOCATED WITHIN THE DONA ANA COUNTY
INTERNATIONAL JETPORT, SANTA TERESA, DONA ANA COUNTY, NEW MEXICO.

LEGEND

INDICATES FOUND MONUMENT

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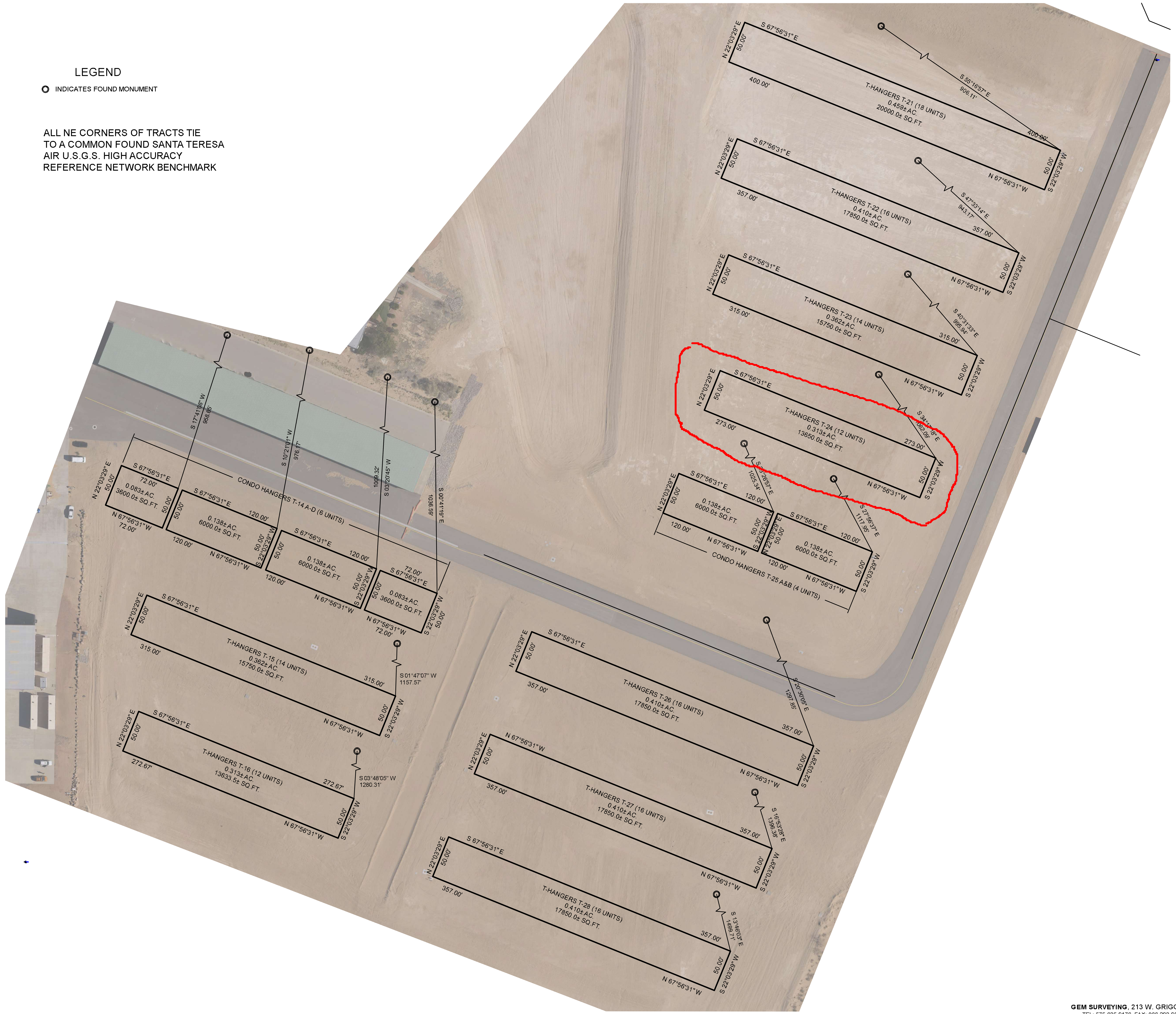

GEM SURVEYING, 213 W. GRIGGS AVE, LAS CRUCES, NM 88005
TEL: 575-635-0178, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

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DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	September 19, 2025
Initiating Department	**Meeting Date**
Lucio Luttrell, Budget and Research Officer	3
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE A RESOLUTION DECLARING THE ADOPTION OF A BIENNIAL BUDGET PROCESS.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approve a resolution declaring the adoption of a biennial budget process to begin with the biennial period from Fiscal Year 27 to Fiscal Year 28.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

N/A

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 9/9/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/9/2025
Amanda Gomez, Department Manager	Approved - 9/9/2025
Asma Dawood, Finance Director	Approved - 9/10/2025
Scott Andrews, County Manager	Final Approval - 9/10/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: September 19, 2025

Agenda Item Title: Approve a resolution declaring the adoption of a biennial budget process.

Type of Action: Approval

Fiscal Impact: None

Strategic Plan Alignment: A biennial budget supports strategic plan alignment by forcing long-term planning, promoting resource allocation to strategic goals, enabling performance measurement against strategic objectives, and providing a framework for consistent decision-making over a two-year period, ensuring that resources are used to drive the entire organization toward shared strategic priorities.

Overview:

The Office of Performance and Budget is asking the Board of County Commissioners (BOCC) to approve a resolution declaring the adoption of a two-year budget cycle.

On August 5, 2025, the BOCC held a work session to consider implementing a two-year budget cycle. The existing annual budget process is resource-intensive, demanding significant staff time for short-term forecasting and negotiation. This limits the County's ability to focus on strategic policy initiatives and thorough program evaluation. Adopting a two-year cycle would enhance long-range planning, sharpen policy focus, boost staff efficiency, and foster greater financial stability.

The County Management team and the Office of Performance and Budget recommend the BOCC approve this resolution. The biennial budget cycle will begin with fiscal year 27 to 28.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and allow the County to proceed with a two-year budget cycle beginning with fiscal years 27 and 28.
- **Vote "NO" =** This will reject the resolution and the County will proceed with the existing one-year budget process.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _______

APPROVE A RESOLUTION DECLARING THE ADOPTION OF A BIENNIAL BUDGET PROCESS

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, recognizes the importance of strategic, long-term fiscal planning to improve government efficiency and accountability; and

WHEREAS, the current annual budget process requires significant staff time and resources for repeated, short-term forecasting and negotiation, limiting the focus on policy-driven initiatives and in-depth program evaluation; and

WHEREAS, a biennial (two-year) budget cycle offers several benefits, including:

- **Improved Long-Range Planning:** Allowing staff and officials to forecast expenditures and revenues over a more extended period.
- **Enhanced Policy Focus:** Enabling the Board to concentrate on broad policy objectives rather than routine line-item approvals.
- **Increased Staff Efficiency:** Freeing up staff time spent on annual budget preparations to instead focus on audits, program effectiveness, and financial management.
- **Greater Stability:** Providing departments and external partners with more stable and predictable funding.

WHEREAS, the Board has held a work session on August 5th, 2025 to discuss the merits and implications of transitioning to a biennial budget process; and

WHEREAS, the Board is committed to retaining flexibility and control by including a mid-biennium review process to account for necessary adjustments due to changing economic conditions or unforeseen circumstances; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Doña Ana County as follows:

SECTION 1.
The Board of County Commissioners officially declares its intent to transition to a biennial budget cycle, commencing with the Fiscal Year 2027 – 2028 biennium.

SECTION 2.
The County Manager is directed to prepare a biennial budget for the upcoming Fiscal Year 2027 – 2028 period, which will be presented to the Board for review and adoption.

SECTION 3.

The adopted biennial budget will be subject to a mid-biennium review prior to the start of the second fiscal year. The County Manager will bring any recommended budget amendments resulting from this review back to the Board for final adoption.

SECTION 4.
Pursuant to NMSA 1978, Section 6-6-2, the County is subject to annual operating budget submissions to the New Mexico Department of Finance and Administration. Upon approval, the County is required to operate within the approved budget.

SECTION 5.
This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Doña Ana County during the Board session this 19th of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice-Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department	September 19, 2025
Initiating Department	**Meeting Date**
Andrew Bowen, Interim Fire Chief	4
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION AUTHORIZING COUNTY MANAGER TO EXTEND MEMORANDUM OF WITH NEW MEXICO STATE UNIVERSITY FOR INTERIM FIRE CHIEF UNTIL NEW CHIEF IS HIRED; ALLOWING FOR DECEMBER 2025 TO BE FOR ONBOARDING AND ORIENTING THE NEW CHIEF.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 9/12/2025
Andrew Bowen, Interim Fire Chief	Approved - 9/14/2025
Asma Dawood, Finance Director	Approved - 9/14/2025
Stephen Lopez, Assistant County Manager	Final Approval - 9/14/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
BOCC Agenda Item Executive Summary

Meeting Date: September 19, 2025

Agenda Item Title: Approve Resolution authorizing County Manager to extend MOU with NMSU for Interim Fire Chief

Type of Action: Approve Resolution

Fiscal Impact: Funds will continue to come from salary savings within the Fire Rescue Budget

Strategic Plan Alignment: Basic Needs for Health and Safety

Overview:

The County entered into an MOU with New Mexico State University in March 2025 for Interim Fire Chief services. The permanent Fire Chief position is currently posted, with closing set for September 25, 2025. It is expected that it will take 2 weeks for the Hiring Committee to select the top candidates, and then at least 2 weeks to bring those candidates in for interviews. The interviews will take a full day for each candidate, and will be spread across a week. Another 2 weeks will likely be needed to extend an offer to the selected candidate, and then notice and travel time may take another month. As a result, the new Fire Chief may not be ready to start until December 2025. The Resolution and MOU extension provide for continuing to receive support from NMSU through December 2025 to allow for onboarding and orientation of the new Fire Chief.

What Will BOCC Action Mean:

- **Vote "YES" =** This will approve the resolution and authorize the County Manager to sign the MOU Extension
- **Vote "NO" =** This will reject the resolution and the County will lose Interim Fire Chief support at the end of September 2025.
- **Vote to "Amend" =** The BOCC will change the resolution (if the amendment is approved)
- **Vote to "Table" =** The Resolution will not proceed, and will either be schedule for a future meeting ("tabled to a date certain") or will not be heard until the BOCC takes future action to bring it back ("tabled indefinitely")

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

A Resolution Authorizing the County Manager to Extend an MOU with New Mexico State University for Interim Fire Chief Services

WHEREAS, the County and New Mexico State University entered into a Memorandum of Understanding on March 28, 2025 which provided for NMSU to provide an Interim Fire Chief to the County for up to 6 months while the County hired a new permanent Fire Chief; and

WHEREAS, the Fire Chief position is currently posted and set to close on September 25, 2025, and the timing of the hiring process means that a new Fire Chief will not be able to start until December 2025; and

WHEREAS, it is in the best interest of public safety to maintain continuity of operations and leadership through the hiring process; and both NMSU and County Management agree that extending the MOU is in the interests of both parties;

NOW THEREFORE, be it resolved by the Board of County Commissioners that the County Manager is authorized to sign an extension of the MOU through December 2025.

ADOPTED this 19nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

OONA ANA
COUNTY

Dona Ana County

EXTENSION OF MEMORANDUM OF UNDERSTANDING

On March 28, 2025, New Mexico State University (NMSU) and Doña Ana County (County) entered into a Memorandum of Understanding (MOU) wherein NMSU agreed to provide assistance to the County by assigning the Interim Vice President for Public Safety to serve as the Interim Fire Chief for the County. Pursuant to the terms of the MOU, the initial period was for four months, with extension possible for two more months. Both NMSU and the County herein agree to extend the MOU through December 31, 2025 to permit the County additional time to fill the Fire Chief position. The month of December 2025 is expected to be dedicated to onboarding and orienting the new Fire Chief. Except for the extension period expressly contained herein, all other terms and conditions of the MOU remain unchanged.

______________________________	______________________________
Valerio Ferme President, NMSU	Scott Andrews County Manager
______________________________	______________________________
Date	Date

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	September 19, 2025 **Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager **Contact Person**	5 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT CONTRACT TO GLOBAL MAVEN ENTERPRISES INC. THROUGH COOPERATIVE EDUCATIONAL SERVICES (CES) 2023-05-R1218-ALL IN AN AMOUNT OF $1,511,641.25 TO COMPLETE IMPROVEMENTS AT THE TRANSITIONAL LIVING CENTER LOCATED AT 854 N. MOTEL BLVD.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Improvements at the Transitional Living Center located at 854 N. Motel Blvd to include installation of 2 modular buildings, parking, utilities, drainage and landscaping.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Bid Proposal

SUMMARY OF FINANCIAL IMPACT

Amount of $1,511,641.25 To come from $1,028,000.00 approved budget revision & resolution on April 8th agenda and NMDHA Grant in the amount of $714,972.66

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 7/23/2025
Robert Herrera, Facilities & Services, Director	Approved - 8/1/2025
Asma Dawood, Finance Director	Approved - 8/13/2025
Michael Perez, Purchasing Manager	Approved - 9/12/2025
Deborah Weir, Assistant County Manager	Final Approval - 9/15/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	September 19, 2025
Agenda Item Title:	Award project contract to Global Maven Enterprises Inc. through Cooperative Educational Services (CES) 2023-05-R1218-ALL in an amount of $1,511,641.25 to complete improvements at the Transitional Living Center located at 854 N. Motel Blvd.
Overview:	The scope of the project will consist of installing two existing modular prefabricated buildings on the site, the contractor will aslo add new grading and drainage, utilities, landscaping as well as the addition of new parking lot. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

Price Proposal - Cooperative Educational Services JOC for General Construction 2023-05-R1218-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	416
Job Name:	DAC Modular Building Addition
Contractor:	Grass Masters LLC
Certified Proposal Number:	416
Date Created:	09/04/2025
Last Update:	09/08/2025
Proposal Value:	$1,511,641.25
Construction Procurement Catalog:	Year 2025 Quarter 3 - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$39,155.45
01 General Requirements	$151,025.01
02 Existing Conditions	$14,846.16
03 Concrete	$186,406.14
04 Masonry	$155,402.04
05 Metals	$49,828.80
07 Thermal and Moisture Protection	$1,196.83
08 Openings	$7,117.54
11 Equipment	$11,957.42
11 Equipment	$20,175.81
12 Furnishings	$3,187.86
22 Plumbing	$40,952.02
26 Electrical	$277,621.36
31 Earthwork	$209,217.05
32 Exterior Improvements	$241,355.71
32 Exterior Improvements	$52,942.25
33 Utilities	$49,253.80

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
State Tax **Item Notes:** **User Notes:** This item is for the state tax rate of 8.3900%.	01 General Requirements	1.000000	$117,009.60	1.0000	$117,009.60
Bond **Item Notes:** **User Notes:** This item is for the bond of 2.5%.	01 General Requirements	1.000000	$34,015.41	1.0000	$34,015.41
Outdoor Cooking Grill **Item Notes:** **User Notes:** This item is for the purchase and installation of a gas cooking grill.	11 Equipment	2.000000	$1,013.00	1.1850	$2,400.81
Relocation of modular building **Item Notes:** **User Notes:** This is to move the modular building and set up on blocks	11 Equipment	2.000000	$7,500.00	1.1850	$17,775.00
3/8" Golden Brown, exclude delivery and spread **Item Notes:** **User Notes:** Decorative rock	32 Exterior Improvements	146.000000	$62.00	1.1850	$10,726.62
2-4". Hueco Mountain rock, exclude delivery and spread **Item Notes:** **User Notes:** Decorative rock	32 Exterior Improvements	1.000000	$1,525.00	1.1850	$1,807.13
3/8" Hueco Mountain, exclude delivery and spreading of gravel **Item Notes:** **User Notes:** Decorative rock	32 Exterior Improvements	550.000000	$62.00	1.1850	$40,408.50

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	015436501300		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Equipment hauled on 3-ton capacity towed trailer **Item Notes:** NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate. **User Notes:** QTY: 2.000000 — Unit Price: $228.10 — Factor: 1.1850 — Total: $540.60	$540.60
2		015436501400		Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 20-ton capacity **Item Notes:** NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate. **User Notes:** QTY: 5.000000 — Unit Price: $539.55 — Factor: 1.1850 — Total: $3,196.83	$3,196.83

3	013114200050	Ea.	Multi-pole circuit breaker lock out device (15 to 225 Amp) Multi-pole circuit breaker lock out device (15 to 225 Amp) **Item Notes:** NOTE: Consider labor burdens for field personnel if using the bare costs. Office expenses and mark-ups shown should be evaluated very carefully for applicability to any specific company. **User Notes:**	$226.70

QTY	Unit Price	Factor	Total
7.000000	$27.33	1.1850	$226.70

4	013114200090	Ea.	Lock out disconnect switch, 30 to 100 Amp Lock out disconnect switch, 30 to 100 Amp **Item Notes:** NOTE: Consider labor burdens for field personnel if using the bare costs. Office expenses and mark-ups shown should be evaluated very carefully for applicability to any specific company. **User Notes:**	$67.97

QTY	Unit Price	Factor	Total
4.000000	$14.34	1.1850	$67.97

5	013233500200	Set	Construction photographs, 4 shots, 2 prints ea., in color, standard mounting, 8" x 10" prints 8" x 10", 4 shots, 2 prints each, in color **Item Notes:** NOTE: The costs in this section are based upon hiring a specialist to perform the tasks. **User Notes:**	$1,577.19

QTY	Unit Price	Factor	Total
2.000000	$665.48	1.1850	$1,577.19

6	013233500550	Set	Construction photographs, aerial photos, initial fly-over, 10 shots, 1 print, digtal images 10 shots, digital images, 1 print **Item Notes:** NOTE: The costs in this section are based upon hiring a specialist to perform the tasks. **User Notes:**	$818.69

QTY	Unit Price	Factor	Total
1.000000	$690.88	1.1850	$818.69

7	014523500250	Ea.	Asphalt testing, extraction, individual tests on sample Extraction, individual tests on sample **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$559.32

QTY	Unit Price	Factor	Total
2.000000	$236.00	1.1850	$559.32

8	014523500300	Ea.	Asphalt testing, penetration Penetration **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$215.67

QTY	Unit Price	Factor	Total
2.000000	$91.00	1.1850	$215.67

9	014523500360	Ea.	Asphalt testing, mix design, additional specimens Additional specimen **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$42.66

QTY	Unit Price	Factor	Total
1.000000	$36.00	1.1850	$42.66

10	014523500450	Ea.	Asphalt testing, water effect and cohesion, set of 6 samples Water effect and cohesion, set of 6 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$431.34

QTY	Unit Price	Factor	Total
2.000000	$182.00	1.1850	$431.34

11	014523500600	Ea.	Concrete testing, aggregates, abrasion, ASTM C 131 Concrete testing, aggregates, abrasion, ASTM C 131 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$971.70

QTY	Unit Price	Factor	Total
4.000000	$205.00	1.1850	$971.70

12	014523500800	Ea.	Concrete testing, aggregates, petrographic analysis, ASTM C 295 Petrographic analysis, ASTM C 295 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$4,313.40

QTY	Unit Price	Factor	Total
4.000000	$910.00	1.1850	$4,313.40

13	014523501000	Ea.	Concrete testing, aggregates, sieve analysis, washed, ASTM C 136 Sieve analysis, washed, ASTM C 136 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$616.20

QTY	Unit Price	Factor	Total
4.000000	$130.00	1.1850	$616.20

14	014523501500	Ea.	Concrete testing, cement, physical tests, ASTM C 150 Cement, physical tests, ASTM C 150 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$2,275.20

QTY	Unit Price	Factor	Total
6.000000	$320.00	1.1850	$2,275.20

15	014523502400	Ea.	Concrete testing, drying shrinkage at 28 days Drying shrinkage at 28 days **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$1,677.96

QTY	Unit Price	Factor	Total
6.000000	$236.00	1.1850	$1,677.96

16	014523502900	Ea.	Concrete testing, tensile test, cylinders, ASTM C 496 Tensile test, cylinders, ASTM C 496 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$246.48

QTY	Unit Price	Factor	Total
4.000000	$52.00	1.1850	$246.48

17	014523503400	Ea.	Masonry testing, compressive strength, per 5 bricks, ASTM C 67 Compressive strength, per 5 brick, ASTM C 67 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$450.30

			QTY	Unit Price	Factor	Total	
			4.000000	$95.00	1.1850	$450.30	

18	014523503440	Ea.	Masonry testing, imperviousness, per 5 bricks Imperviousness, per 5 brick **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$206.19

QTY	Unit Price	Factor	Total
2.000000	$87.00	1.1850	$206.19

19	014523503500	Ea.	Masonry testing, moisture, block only Moisture, block only **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$322.32

QTY	Unit Price	Factor	Total
4.000000	$68.00	1.1850	$322.32

20	014523503470	Ea.	Masonry testing, modulus of rupture, per 5 bricks Modulus of rupture, per 5 brick **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$203.82

QTY	Unit Price	Factor	Total
2.000000	$86.00	1.1850	$203.82

21	014523504510	Ea.	Soil testing, hydrometer analysis Hydrometer analysis **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$1,836.75

QTY	Unit Price	Factor	Total
10.000000	$155.00	1.1850	$1,836.75

22	014523504750	Ea.	Soil testing, moisture content, ASTM D 2216 Moisture content, ASTM D 2216 **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$213.30

QTY	Unit Price	Factor	Total
10.000000	$18.00	1.1850	$213.30

23	014523504950	Ea.	Soil testing, proctor compaction, 6" modified mold 6" modified mold **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$1,303.50

QTY	Unit Price	Factor	Total
10.000000	$110.00	1.1850	$1,303.50

24	014523504850	Ea.	Soil testing, permeability, recompacted Recompacted **Item Notes:** NOTE: Testing costs reflect using a third party company. Test results are provided in writing. **User Notes:**	$2,962.50

QTY	Unit Price	Factor	Total

			10.000000	$250.00	1.1850	$2,962.50	

25 | 015113800700 | Month | $910.22

Temporary utilities, temporary construction water bill per month, average Temporary construction water bill per month, average
Item Notes: NOTE: Temporary service is based upon using the hardware up to 3 times on 3 different jobs. Power distribution from the service is also based upon the same number of uses. Costs for power are average rates for multiple locations.
User Notes:

QTY	Unit Price	Factor	Total
6.000000	$128.02	1.1850	$910.22

26 | 015436501500 | Ea. | $3,117.12

Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer 40-ton capacity
Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$657.62	1.1850	$3,117.12

27 | 015436501200 | Ea. | $642.89

Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Small equipment, placed in rear of, or towed by pickup truck
Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$135.63	1.1850	$642.89

28 | 015423805310 | Ea. | $162.58

Staging aid/fall protection equipment, installation (setup and removal) of aluminum scaffolding plank, 20" W x 24' L Aluminum scaffold plank, 20" x 24'
Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$17.15	1.1850	$162.58

29 | 015423705700 | Ea. | $409.82

Scaffolding, planks, labor only to install & remove, 2"x10"x16', up to 50' high Planks, 2" x 10" x 16'-0", labor only to erect & remove to 50' H
Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
24.000000	$14.41	1.1850	$409.82

30 | 015423702940 | Ea. | $120.87

Scaffolding, steel tubular, regular, accessory, walk-thru frame guardrail, rent/mo Walk-thru frame guardrail
Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$12.75	1.1850	$120.87

31 015423702600 Ea.

Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long Guardrail 7' section

$48.87

Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$10.31	1.1850	$48.87

32 015423702550 Ea.

Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo Guardrail post

$151.30

Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
32.000000	$3.99	1.1850	$151.30

33 015423701650 Ea.

Scaffolding, steel tubular, regular, accessory, screw jack & plate, buy Screw jacks & plates

$330.28

Item Notes: NOTE: Scaffolding costs include erection and dismantling once per use. Be sure to include the frames and all necessary accessories. Planks are extra. Equipment mobilization costs are not included in crew costs or equipment rental costs. Mobilization costs must be added separately as appropriate to an estimate.
User Notes:

QTY	Unit Price	Factor	Total
16.000000	$17.42	1.1850	$330.28

34 017123131100 Day

Boundary & survey markers, crew for building layout, 2 person crew Crew for layout of building, trenching or pipe laying, 2 person crew

$1,691.47

Item Notes: NOTE: Construction layout crews are for surveyor level layout only. Grades, corners, depths and elevations of buildings or major site components. Tradespersons or foremen provide minor layout activities.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$713.70	1.1850	$1,691.47

35 015626500100 L.F.

Temporary fencing, chain link, 6' high, 11 ga 6' high

$448.64

Item Notes: NOTE: Temporary barrier and enclosure costs are inclusive of erection and dismantling.
User Notes:

QTY	Unit Price	Factor	Total
60.000000	$6.31	1.1850	$448.64

36 015623100850 Ea.

Barricades, traffic cones, PVC, 28" high 28" high

$497.94

Item Notes: NOTE: Temporary barrier and enclosure costs are inclusive of erection and dismantling.
User Notes:

QTY	Unit Price	Factor	Total

				22.000000	$19.10	1.1850	$497.94	
37		015623100500	Ea.	Barricades, plastic, 24" wide, foldable Barricades, plastic, 8" x 24" wide, foldable **Item Notes:** NOTE: Temporary barrier and enclosure costs are inclusive of erection and dismantling. **User Notes:**				$1,271.41
				QTY	**Unit Price**	**Factor**	**Total**	
				6.000000	$178.82	1.1850	$1,271.41	
38		015623100020	L.F.	Barricades, wood, fixed, 3 rail, 5' high, 3 rail @ 2" x 8" 5' high, 3 rail @ 2" x 8", fixed **Item Notes:** NOTE: Temporary barrier and enclosure costs are inclusive of erection and dismantling. **User Notes:**				$4,075.45
				QTY	**Unit Price**	**Factor**	**Total**	
				80.000000	$42.99	1.1850	$4,075.45	
39	General Requirements	Non-Prepriced	EA	State Tax **Item Notes:** **User Notes:** This item is for the state tax rate of 8.3900%.				$117,009.60
				QTY	**Unit Price**	**Factor**	**Total**	
				1.000000	$117,009.60	1.0000	$117,009.60	
40		Non-Prepriced	EA	Bond **Item Notes:** **User Notes:** This item is for the bond of 2.5%.				$34,015.41
				QTY	**Unit Price**	**Factor**	**Total**	
				1.000000	$34,015.41	1.0000	$34,015.41	
41	Existing Conditions	024119252000	L.F.	Selective demolition, saw cutting, brick or masonry, per inch of depth, w/hand held saw Brick or masonry w/hand held saw, per inch of depth **Item Notes:** NOTE: Whole Building Demolition: Demolition of the whole building with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished with large pieces of construction equipment that break up the structure, load it into trucks and haul it to a disposal site, but disposal or dump fees are not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be demolished. Foundation Demolition: Demolition of below-grade foundation footings, foundation walls, grade beams, and slabs on grade. This type of demolition is accomplished by heavy equipment and hand or pneumatic hand tools, and does not include saw cutting or handling, loading, hauling, or disposal of the debris. Gutting: Removal of the building interior finishes and electrical/mechanical systems down to the load-bearing and sub-floor elements of the rough building frame, with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools, and includes loading into trucks or dumpsters. Dumpster fees or hauling, disposal or dump fees are not included. Any required scaffolding or shoring is not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be gutted. Selective Demolition: Demolition of a selected building element, component or finish, with some concern for surrounding or adjacent element, components, or finishes. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools. Selective demolition is considered ?dropped?, meaning the debris is simply dropped to the floor, slab or ground. Additional costs for ?rubbish handling? must be included. If the item being demolished is attached to another item being removed and can be removed as one, then the original item should not be included as a separate line item. For example, a chair rail attached to a wall that is scheduled for demolition should not be included as a separate line item, unless the chair rail is to be reused. Cutout Demolition: Demolition of a small quantity of floor, wall, roof, or other assembly, with concern for the appearance and structural integrity of the surrounding materials. This type of demolition is accomplished by electric tools, hand tools and pneumatic hand tools and does not include concrete or masonry saw cutting, handling, loading, hauling, or disposal of debris, scaffolding, or shoring. Rubbish Handling: Work activities that involve handling, loading or hauling of debris. Generally, the cost of rubbish handling must be added to the cost of all types of demolition, with the exception of whole building demolition. Minor Site Demolition: Demolition of site elements outside the footprint of a building. This type of demolition is accomplished by electric tools, hand tools, pneumatic tools or heavy equipment and may include				$2,305.54

loading a removed item onto a truck (check the assigned crew for equipment used). It does not include concrete or masonry saw cutting, hauling, or disposal of debris and sometimes loading and handling. Salvageable materials are the property of the owner unless specified otherwise.
User Notes:

QTY	Unit Price	Factor	Total
640.000000	$3.04	1.1850	$2,305.54

42	024119200100	Ton	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only Building construction materials	$10,522.80

Item Notes: NOTE: Whole Building Demolition: Demolition of the whole building with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished with large pieces of construction equipment that break up the structure, load it into trucks and haul it to a disposal site, but disposal or dump fees are not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be demolished. Foundation Demolition: Demolition of below-grade foundation footings, foundation walls, grade beams, and slabs on grade. This type of demolition is accomplished by heavy equipment and hand or pneumatic hand tools, and does not include saw cutting or handling, loading, hauling, or disposal of the debris. Gutting: Removal of the building interior finishes and electrical/mechanical systems down to the load-bearing and sub-floor elements of the rough building frame, with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools, and includes loading into trucks or dumpsters. Dumpster fees or hauling, disposal or dump fees are not included. Any required scaffolding or shoring is not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be gutted. Selective Demolition: Demolition of a selected building element, component or finish, with some concern for surrounding or adjacent element, components, or finishes. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools. Selective demolition is considered ?dropped?, meaning the debris is simply dropped to the floor, slab or ground. Additional costs for ?rubbish handling? must be included. If the item being demolished is attached to another item being removed and can be removed as one, then the original item should not be included as a separate line item. For example, a chair rail attached to a wall that is scheduled for demolition should not be included as a separate line item, unless the chair rail is to be reused. Cutout Demolition: Demolition of a small quantity of floor, wall, roof, or other assembly, with concern for the appearance and structural integrity of the surrounding materials. This type of demolition is accomplished by electric tools, hand tools and pneumatic hand tools and does not include concrete or masonry saw cutting, handling, loading, hauling, or disposal of debris, scaffolding, or shoring. Rubbish Handling: Work activities that involve handling, loading or hauling of debris. Generally, the cost of rubbish handling must be added to the cost of all types of demolition, with the exception of whole building demolition. Minor Site Demolition: Demolition of site elements outside the footprint of a building. This type of demolition is accomplished by electric tools, hand tools, pneumatic tools or heavy equipment and may include loading a removed item onto a truck (check the assigned crew for equipment used). It does not include concrete or masonry saw cutting, hauling, or disposal of debris and sometimes loading and handling. Salvageable materials are the property of the owner unless specified otherwise.
User Notes:

QTY	Unit Price	Factor	Total
120.000000	$74.00	1.1850	$10,522.80

43	024113175050	S.Y.	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees 4"-6" thick	$1,262.88

Item Notes: NOTE: Whole Building Demolition: Demolition of the whole building with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished with large pieces of construction equipment that break up the structure, load it into trucks and haul it to a disposal site, but disposal or dump fees are not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be demolished. Foundation Demolition: Demolition of below-grade foundation footings, foundation walls, grade beams, and slabs on grade. This type of demolition is accomplished by heavy equipment and hand or pneumatic hand tools, and does not include saw cutting or handling, loading, hauling, or disposal of the debris. Gutting: Removal of the building interior finishes and electrical/mechanical systems down to the load-bearing and sub-floor elements of the rough building frame, with no concern for any particular building element, component, or material type being demolished. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools, and includes loading into trucks or dumpsters. Dumpster fees or hauling, disposal or dump fees are not included. Any required scaffolding or shoring is not included. Certain components of buildings may contain hazardous waste and must be removed as such before the building can be gutted. Selective Demolition: Demolition of a selected building element, component or finish, with some concern for surrounding or adjacent element, components, or finishes. This type of demolition is accomplished by electric tools, hand tools or pneumatic hand tools. Selective demolition is considered ?dropped?, meaning the debris is simply dropped to the floor, slab or ground. Additional costs for ?rubbish handling? must be included. If the item being demolished is attached to another item

being removed and can be removed as one, then the original item should not be included as a separate line item. For example, a chair rail attached to a wall that is scheduled for demolition should not be included as a separate line item, unless the chair rail is to be reused. Cutout Demolition: Demolition of a small quantity of floor, wall, roof, or other assembly, with concern for the appearance and structural integrity of the surrounding materials. This type of demolition is accomplished by electric tools, hand tools and pneumatic hand tools and does not include concrete or masonry saw cutting, handling, loading, hauling, or disposal of debris, scaffolding, or shoring. Rubbish Handling: Work activities that involve handling, loading or hauling of debris. Generally, the cost of rubbish handling must be added to the cost of all types of demolition, with the exception of whole building demolition. Minor Site Demolition: Demolition of site elements outside the footprint of a building. This type of demolition is accomplished by electric tools, hand tools, pneumatic tools or heavy equipment and may include loading a removed item onto a truck (check the assigned crew for equipment used). It does not include concrete or masonry saw cutting, hauling, or disposal of debris and sometimes loading and handling. Salvageable materials are the property of the owner unless specified otherwise.
User Notes:

QTY	Unit Price	Factor	Total
166.000000	$6.42	1.1850	$1,262.88

44 | | 022113130600 | Ea. | Boundary & survey markers, monuments, 3' long Monuments, 3' long | $754.94

Item Notes: NOTE: Surveying costs include crew members and electronic survey instruments.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$159.27	1.1850	$754.94

45 | Concrete | 031516200160 | L.F. | Control joint, concrete floor slab, sawcut in green concrete, 2" depth 2" depth | $368.89

Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
566.000000	$.55	1.1850	$368.89

46 | | 031516200200 | L.F. | Control joint, air blast joint to blow out debris and air dry, 2 passes Air blast joint to blow out debris and air dry, 2 passes | $120.73

Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
566.000000	$.18	1.1850	$120.73

47 | | 030513300250 | Bag | Cement, portland, type I/II, 94 lb. Bags, less than truckload or less than carload lots, includes material only L.T.L./L.C.L. lots | $5,352.76

Item Notes: NOTE: As with all demolition line items, concrete demolition debris must be removed from the job site and disposed of properly. Generally, concrete demolition excludes shoring, bracing, saw or torch cutting, loading, hauling, and dumping; these costs can be found in Divisions 2 and 3.
User Notes:

QTY	Unit Price	Factor	Total
210.000000	$21.51	1.1850	$5,352.76

48 | | 031113053900 | S.F. | C.I.P. concrete forms, wood, exterior plyform, buy, 5/8", includes material only Wood, 5/8" exterior plyform, buy | $.00

Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
0.000000	$3.35	1.1850	$.00

49 | 031113054100 | M.B.F. | $5,477.54

C.I.P. concrete forms, wood, lumber framing, buy, includes material only, average Lumber, framing, average
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
4.500000	$1,027.20	1.1850	$5,477.54

50 | 031113251600 | L.F. | $5,194.28

C.I.P. concrete forms, column, round fiber tube, recycled paper, 12" diameter, 1 use, includes erecting, bracing and stripping 12" diameter
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
288.000000	$15.22	1.1850	$5,194.28

51 | 031113655050 | L.F. | $8,848.40

C.I.P. concrete forms, slab on grade, screed, wood, 2" x 4", includes stakes, erecting, bracing, stripping and cleaning 2" x 4"
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
2620.000000	$2.85	1.1850	$8,848.40

52 | 031113654000 | L.F. | $603.92

C.I.P. concrete forms, slab on grade, slab blockouts, wood, to 12" high, 1 use, includes erecting, bracing, stripping and cleaning For slab blockouts, to 12" high, 1 use
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
62.000000	$8.22	1.1850	$603.92

53 | 031113550020 | SFCA | $1,930.07

C.I.P. concrete forms, mat foundation, plywood, 1 use, includes erecting, bracing, stripping and cleaning Job-built plywood, 1 use
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total
125.000000	$13.03	1.1850	$1,930.07

54 | 031113858600 | SFCA | $.00

C.I.P. concrete forms, pilasters/piers, plywood, 1 use, includes erecting, bracing, stripping and cleaning Pilasters, 1 use
Item Notes: NOTE: Forming with job-built plywood forms generally includes erecting, bracing, stripping, cleaning, and moving. Support shoring is also included for elevated structural components.
User Notes:

QTY	Unit Price	Factor	Total

			QTY	Unit Price	Factor	Total
			0.000000	$14.29	1.1850	$.00

55 | 031505125200 | L.F. | $.00

Chamfer strip, wood, 3/4" wide 3/4" wide
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
0.000000	$.80	1.1850	$.00

56 | 031505308600 | Cwt. | $626.37

Tie wire, for reinforcing steel, 16 gauge, black annealed 16 gauge
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$264.29	1.1850	$626.37

57 | 031516300350 | L.F. | $1,282.47

Expansion joint, poured asphalt, plain, 1" x 2" 1" x 2"
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
185.000000	$5.85	1.1850	$1,282.47

58 | 031516304100 | L.F. | $199.08

Expansion joint, rod, 3/8" polyethylene/rubberized asphalt sealer, 1/4" x 3/4" Rod, 3/8" polyethylene/rubberized asphalt sealer, 1/4" x 3/4"
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
120.000000	$1.40	1.1850	$199.08

59 | 031519059100 | Ea. | $311.49

Anchor bolt template, wood, 8" bolt spacing Wood, 8" bolt spacing
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
6.000000	$43.81	1.1850	$311.49

60 | 031519100110 | Set | $130.97

Anchor bolt, J-type, 2-bolt set, plain steel, 1/2" dia x 12" L, incl nut & washer, job-built 2-hole template 12" long
Item Notes: NOTE: Items in this section generally include both a material cost plus installation labor cost. For those items without a labor cost, such as snap ties, there is an allowance already built into the appropriate concrete forming item, such as wall forming.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$27.63	1.1850	$130.97

61	032105101202	C	High chairs, for reinforcing steel, individual (HC), galvanized, 3" high, includes material only Galvanized **Item Notes:** NOTE: Items for the placement of reinforcement bars include the labor cost to install rebar accessories such as high chairs and slab bolsters, but do not include the material cost of those accessories. The material cost of those accessories can be found in the Reinforcing Accessories section. **User Notes:**	$780.35

QTY	Unit Price	Factor	Total
4.000000	$164.63	1.1850	$780.35

62	032111600100	Ton	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Beams & Girders, #3 to #7 **Item Notes:** NOTE: Items for the placement of reinforcement bars include the labor cost to install rebar accessories such as high chairs and slab bolsters, but do not include the material cost of those accessories. The material cost of those accessories can be found in the Reinforcing Accessories section. **User Notes:**	$4,968.26

QTY	Unit Price	Factor	Total
1.350000	$3,105.65	1.1850	$4,968.26

63	033053400720	C.Y.	Structural concrete, in place, column (4000 psi), square, up to 2% reinforcing by area, 12" x 12", includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing Up to 2% reinforcing by area **Item Notes:** NOTE: Miscellaneous concrete in place generally includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing unless specifically stated otherwise in the line item description. **User Notes:**	$19,114.89

QTY	Unit Price	Factor	Total
8.750000	$1,843.51	1.1850	$19,114.89

64	033053404700	C.Y.	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing 6" thick **Item Notes:** NOTE: Miscellaneous concrete in place generally includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing unless specifically stated otherwise in the line item description. **User Notes:**	$20,493.69

QTY	Unit Price	Factor	Total
75.000000	$230.59	1.1850	$20,493.69

65	033113250130	C.F.	Concrete, hand mix, for small quantities or remote areas, 3000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing 3000 psi **Item Notes:** NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing. **User Notes:** This is for the rock wall and embankment mortar placement	$46,387.77

QTY	Unit Price	Factor	Total
4924.000000	$7.95	1.1850	$46,387.77

66	033113250340	C.F.	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing 4000 psi	$1,758.66

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes:

QTY	Unit Price	Factor	Total
85.000000	$17.46	1.1850	$1,758.66

67	033113350460	C.Y.	Structural concrete, ready mix, heavyweight, high early, 3000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments 3000 psi	$40,352.66

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes:

QTY	Unit Price	Factor	Total
186.000000	$183.08	1.1850	$40,352.66

68	033113351430	C.Y.	Structural concrete, ready mix, for retarder, add For retarder, add	$1,154.95

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes:

QTY	Unit Price	Factor	Total
186.000000	$5.24	1.1850	$1,154.95

69	033113351510	Hr.	Structural concrete, ready mix, for truck holding/waiting time past 1st free hour per load, add For truck holding/waiting time past 1st hour per load, add	$2,125.89

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes: Driver time to wait for emptying out the concrete, 13 loads approx..

QTY	Unit Price	Factor	Total
13.000000	$138.00	1.1850	$2,125.89

70	033113351520	Ea.	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load For short load (less than 4 C.Y.), add per load	$681.38

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes: Rock wall footing concrete only.

QTY	Unit Price	Factor	Total
5.000000	$115.00	1.1850	$681.38

71	033113702000	C.Y.	Structural concrete, placing, continuous footing, shallow, with crane and bucket, includes leveling (strike off) & consolidation, excludes material With crane and bucket	$4,277.95

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes: Rock wall footing material only

QTY	Unit Price	Factor	Total

				QTY	Unit Price	Factor	Total	
				72.550000	$49.76	1.1850	$4,277.95	

72 | 033113705610 | C.Y. | Structural concrete, placing, by walking cart, 50' haul, excludes material, add to placing costs above Walking cart, 50' haul, add | $693.65

Item Notes: NOTE: Heavyweight and lightweight concrete includes local aggregate, sand, Portland cement (Type I) and water, delivered to the job site; and excludes additives, admixtures and treatments unless stated otherwise in the line item description. Placement includes leveling (strike off) & consolidation, but not finishing.
User Notes:

QTY	Unit Price	Factor	Total
54.000000	$10.84	1.1850	$693.65

73 | 033513300200 | S.F. | Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & consolidating Bull float, manual float & manual steel trowel | $8,222.57

Item Notes: NOTE: Finishing requires that concrete first be placed, struck off & consolidated. Finishing includes high tolerance floors ranging from unspecified flatness up to FF100/FL100, stamped concrete and polished concrete.
User Notes:

QTY	Unit Price	Factor	Total
10842.000000	$.64	1.1850	$8,222.57

74 | 033923130820 | Gal. | Concrete surface treatment, curing compound, water based, 250 S.F. per gallon, 5 gallon lots, includes material only 5 gallon lots | $1,392.73

Item Notes: NOTE: Costs for curing by water, chemical compound or sheet generally include the costs for materials and labor.
User Notes:

QTY	Unit Price	Factor	Total
35.000000	$33.58	1.1850	$1,392.73

75 | 033923130300 | C.S.F. | Concrete surface treatment, curing, sprayed membrane compound Sprayed membrane curing compound | $3,240.41

Item Notes: NOTE: Costs for curing by water, chemical compound or sheet generally include the costs for materials and labor.
User Notes:

QTY	Unit Price	Factor	Total
137.000000	$19.96	1.1850	$3,240.41

76 | 038216100250 | Ea. | Concrete impact drilling, for anchors, 3/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add For each additional inch of depth in same hole, add | $62.71

Item Notes: NOTE: Concrete boring costs include labor and equipment costs, as well as a pro-rated amount of drill bit wear, to lay out, set up, and drill holes in concrete with either a core drill or impact hammer drill. Includes bringing power and water to the drilling site. Excludes any scaffolding or shoring.
User Notes:

QTY	Unit Price	Factor	Total
54.000000	$.98	1.1850	$62.71

77 | 038216100300 | Ea. | Concrete impact drilling, for anchors, up to 4" D, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor 1/2" diameter | $250.65

Item Notes: NOTE: Concrete boring costs include labor and equipment costs, as well as a pro-rated amount of drill bit wear, to lay out, set up, and drill holes in concrete with either a core drill or impact hammer drill. Includes bringing power and water to the drilling site. Excludes any scaffolding or shoring.
User Notes:

	QTY	Unit Price	Factor	Total
	32.000000	$6.61	1.1850	$250.65

78	Masonry	040120400050	L.F.	Sawing masonry, brick or block, by hand, per inch depth Brick or block by hand, per inch depth **Item Notes:** NOTE: Masonry maintenance and restoration costs do not include the scaffolding required to work for extended periods at heights above shoulder level. Always add the appropriate scaffolding based upon the job conditions. **User Notes:**	$895.86

QTY	Unit Price	Factor	Total
280.000000	$2.70	1.1850	$895.86

79		040120520220	S.F.	Cleaning masonry, new construction, medium construction dust, by chemical, brush and rinse, excludes scaffolding Medium construction dust **Item Notes:** NOTE: Masonry maintenance and restoration costs do not include the scaffolding required to work for extended periods at heights above shoulder level. Always add the appropriate scaffolding based upon the job conditions. **User Notes:**	$597.24

QTY	Unit Price	Factor	Total
672.000000	$.75	1.1850	$597.24

80		040513950100	Ton	Sand, for mortar, screened and washed, at the pit, includes 30 mile haul per ton With 30 mile haul per ton **Item Notes:** NOTE: As with all demolition line items, masonry demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Masonry cement and mortar costs are provided as a convenience, but remember that all assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. **User Notes:** Rock wall and embankment material.	$5,151.20

QTY	Unit Price	Factor	Total
75.000000	$57.96	1.1850	$5,151.20

81		040513950300	C.Y.	Sand, for mortar, screened and washed, at the pit, includes 30 mile haul per cy With 30 mile haul per cy **Item Notes:** NOTE: As with all demolition line items, masonry demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Masonry cement and mortar costs are provided as a convenience, but remember that all assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. **User Notes:** Block material.	$381.57

QTY	Unit Price	Factor	Total
4.000000	$80.50	1.1850	$381.57

82		040516302000	C.F.	Grout, for bond beams, lintels and concrete masonry unit (CMU) cores, C476, includes material only Grout, C476, for bond beams, lintels and CMU cores **Item Notes:** NOTE: As with all demolition line items, masonry demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Masonry cement and mortar costs are provided as a convenience, but remember that all assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. **User Notes:**	$203.44

QTY	Unit Price	Factor	Total
16.000000	$10.73	1.1850	$203.44

83		040519260050	Lb.	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615 Placed vertical, #3 & #4 bars	$629.24

Item Notes: NOTE: As with all demolition line items, masonry demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Masonry cement and mortar costs are provided as a convenience, but remember that all assembled masonry line items include the labor, material and equipment necessary to mix and install mortar.
User Notes:

QTY	Unit Price	Factor	Total
300.000000	$1.77	1.1850	$629.24

84 | 042210143150 | S.F. | $5,871.91

Concrete block, back-up, lightweight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, vertical reinforcing and grout 8" thick
Item Notes: NOTE: All assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. Additionally, a factor for waste, in the form of dropped mortar or broken/damaged blocks, is included. Scaffolding is not included.
User Notes:

QTY	Unit Price	Factor	Total
760.000000	$6.52	1.1850	$5,871.91

85 | 042210162100 | L.F. | $2,498.45

Concrete block, bond beam, normal weight, 2000 psi, 8" x 8" x 16", includes mortar, grout and 2-#5 horizontal reinforcing bars, excludes scaffolding and vertical reinforcing Regular block, 8" high, 8" thick
Item Notes: NOTE: All assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. Additionally, a factor for waste, in the form of dropped mortar or broken/damaged blocks, is included. Scaffolding is not included.
User Notes:

QTY	Unit Price	Factor	Total
168.000000	$12.55	1.1850	$2,498.45

86 | 042210261150 | S.F. | $895.86

Concrete block, foundation wall, trowel cut joints, normal weight, hollow, 2000 psi, 8" x 8" x 16", includes mortar, vertical reinforcing and horizontal joint reinforcing every other course, excludes scaffolding 8" thick
Item Notes: NOTE: All assembled masonry line items include the labor, material and equipment necessary to mix and install mortar. Additionally, a factor for waste, in the form of dropped mortar or broken/damaged blocks, is included. Scaffolding is not included.
User Notes:

QTY	Unit Price	Factor	Total
84.000000	$9.00	1.1850	$895.86

87 | 044110100600 | C.F. | $138,277.27

Rubble stone, wall, up to 18" thick, in mortar bed Rubble stone walls, in mortar bed, up to 18" thick
Item Notes: NOTE: Dry placed stone work is very labor intensive. Every stone relies upon careful placement and fitting. Mortar is not included unless specifically stated.
User Notes:

QTY	Unit Price	Factor	Total
2403.000000	$48.56	1.1850	$138,277.27

88 | Metals | 050521900300 | Hr. | $6,466.31

Welding structural steel in field, cost per welder, 1/8" dia, type 6011, incl 1 operating engineer With 1 operating engineer
Item Notes: NOTE: This section contains several subsections: 05.10 SELECTIVE METALS DEMOLITION: As with all demolition line items, metals demolition debris must be removed from the job site and disposed of properly. Generally, metals demolition excludes shoring, bracing, saw or torch cutting, loading, hauling, and dumping unless specifically stated in a line item description; these costs can be found in Divisions 2 and 3; 05.19 POST-INSTALLED CONCRETE ANCHORS: CHEMICAL ANCHOR costs include material, labor and equipment costs to lay out, set up, drill holes, inject epoxy and insert a threaded rod or some other anchor - excluded are scaffolding costs; EXPANSION ANCHOR costs include material and labor costs to install an anchor in a hole - excluded are lay out, set up and drilling costs as well as scaffolding costs; 05.21 FASTENING METHODS FOR METALS: Costs for CUTTING STEEL, DRILLING STEEL and WELDING STEEL include

material, labor and equipment costs to lay out, set up, and perform the activity - excluded are scaffolding costs; 05.23 METAL FASTENINGS costs include materials and labor to install an anchor in a hole - excluded are lay out, set up and drilling costs as well as scaffolding costs.
User Notes:

QTY	Unit Price	Factor	Total
40.000000	$136.42	1.1850	$6,466.31

89 | 051223050020 | Lb. | $711.71

Canopy framing, structural steel, 6" and 8" members, shop fabricated 6" and 8" members, shop fabricated
Item Notes: NOTE: Structural Steel Framing costs include material, labor and equipment costs to install various shop-fabricated structural steel components that make up the structural frame of a building or structure. Generally, bolts, washers and nuts are included for those components with bolted connections. Welding is included for those components with welded or moment connections. Also included is an appropriately sized crane in most line items (see the Crew). Excluded are scaffolding and shoring costs as well as personnel lifts and material lifts other than the crane. Modifiers are provided in some sections, as appropriate, to increase the costs for small to medium sized projects.
User Notes:

QTY	Unit Price	Factor	Total
220.000000	$2.73	1.1850	$711.71

90 | 051223400450 | Lb. | $2,042.56

Angle framing, structural steel, less than 4", field fabricated, incl cutting & welding Less than 4" angles
Item Notes: NOTE: Structural Steel Framing costs include material, labor and equipment costs to install various shop-fabricated structural steel components that make up the structural frame of a building or structure. Generally, bolts, washers and nuts are included for those components with bolted connections. Welding is included for those components with welded or moment connections. Also included is an appropriately sized crane in most line items (see the Crew). Excluded are scaffolding and shoring costs as well as personnel lifts and material lifts other than the crane. Modifiers are provided in some sections, as appropriate, to increase the costs for small to medium sized projects.
User Notes:

QTY	Unit Price	Factor	Total
266.000000	$6.48	1.1850	$2,042.56

91 | 051223401380 | Lb. | $1,653.39

Roof frames, structural steel, 3'-0" square, 5' span, shop fabricated, incl shop primer, fasteners Roof frames, shop fabricated, 3'-0" square, 5' span
Item Notes: NOTE: Structural Steel Framing costs include material, labor and equipment costs to install various shop-fabricated structural steel components that make up the structural frame of a building or structure. Generally, bolts, washers and nuts are included for those components with bolted connections. Welding is included for those components with welded or moment connections. Also included is an appropriately sized crane in most line items (see the Crew). Excluded are scaffolding and shoring costs as well as personnel lifts and material lifts other than the crane. Modifiers are provided in some sections, as appropriate, to increase the costs for small to medium sized projects.
User Notes:

QTY	Unit Price	Factor	Total
419.000000	$3.33	1.1850	$1,653.39

92 | 051223652220 | S.F. | $332.18

Steel plate, 1/2" T, warehouse price, no shop fabrication, welded in place 1/2" steel plate, welded in place
Item Notes: NOTE: Structural Steel Framing costs include material, labor and equipment costs to install various shop-fabricated structural steel components that make up the structural frame of a building or structure. Generally, bolts, washers and nuts are included for those components with bolted connections. Welding is included for those components with welded or moment connections. Also included is an appropriately sized crane in most line items (see the Crew). Excluded are scaffolding and shoring costs as well as personnel lifts and material lifts other than the crane. Modifiers are provided in some sections, as appropriate, to increase the costs for small to medium sized projects.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$35.04	1.1850	$332.18

93		053123503000	S.F.	Metal roof decking, steel, open type B wide rib, galvanized, over 500 Sq, 1-1/2" D, 18 gauge Over 500 squares **Item Notes:** NOTE: Steel Decking costs include material, labor and equipment costs to install and fasten shop-fabricated steel floor, roof, and form decking. A crane is not included in the crews for these line items because the crew is only spreading and fastening down decking sheets from bundles that were previously lifted by the framing crane. **User Notes:**	$3,846.51

QTY	Unit Price	Factor	Total
600.000000	$5.41	1.1850	$3,846.51

94		055413700020	L.F.	Trench cover, cast iron grating with bar stops and angle frame, to 18" W, field fabricated Cast iron grating with bar stops and angle frame, to 18" wide **Item Notes:** NOTE: Metal Floor Plate costs include material, labor and equipment costs to install and fasten down various shop-fabricated metal floor plates and trench drain covers. Excluded are scaffolding, shoring, man lift, material lift, and crane costs. **User Notes:**	$5,490.52

QTY	Unit Price	Factor	Total
15.000000	$308.89	1.1850	$5,490.52

95		057323500500	L.F.	Railing, ornamental, wrought iron, 3'-6" high, posts @ 6' OC, hand-forged, fancy Fancy **Item Notes:** NOTE: Decorative Metal Railing costs include material, labor and equipment costs to assemble, fasten and install various shop-fabricated decorative railing components. The unit of measure is usually per lineal foot of assembled railing. Included are all fasteners. Excluded are scaffolding, shoring, man lift, material lift, and crane costs. **User Notes:**	$29,285.62

QTY	Unit Price	Factor	Total
80.000000	$308.92	1.1850	$29,285.62

96	Thermal and Moisture Protection	071113100300	S.F.	Bituminous asphalt foundation coating, below grade dampproofing, sprayed on, 1 coat Sprayed on, below grade, 1 coat **Item Notes:** NOTE: Dampproofing costs include brushing, spraying or troweling on the dampproofing media. Costs for expendables (like brushes) are included in the material costs. Small tools or commonly owned equipment (like trowels and spray equipment) are included. Labor costs include working in a confined space one level below grade. **User Notes:**	$1,196.83

QTY	Unit Price	Factor	Total
1629.000000	$.62	1.1850	$1,196.83

97	Openings	083456101000	Ea.	Security gate, driveway, opener 12 VDC Security gate, driveway, opener 12 VDC **Item Notes:** NOTE: Special function doors have various applications: cold storage, hangar, darkroom, security (doors and gates), vault and sound control. No framing and no trim. **User Notes:**	$7,117.54

QTY	Unit Price	Factor	Total
2.000000	$3,003.18	1.1850	$7,117.54

98	Equipment	116613100900	Ea.	Health club equipment, squat racks Squat racks **Item Notes:** NOTE: Included are uncrating, moving into place and hanging or leveling. All equipment prices include installation and connections to power if required. Rough ins for power are not included. Trade labor includes small tools and hand held equipment. Any additional required bracing is not included. **User Notes:**	$1,194.18

QTY	Unit Price	Factor	Total
1.000000	$1,007.75	1.1850	$1,194.18

99		116813100200	Ea.	Playground equipment, bike rack, permanent, 10' long Bike rack, 10' long, permanent **Item Notes:** NOTE: Included are uncrating, assembly, moving into place and securing. All equipment prices include connections to power if required. Rough ins for power are not included. Trade labor includes small tools and hand held equipment. Site prep, excavation, concrete, backfill and restoring the site are not included. **User Notes:**	$842.46

QTY	Unit Price	Factor	Total
1.000000	$710.94	1.1850	$842.46

100		116813100392	Ea.	Playground equipment, fitness trail, upper body warm-up station Upper body warm-up station **Item Notes:** NOTE: Included are uncrating, assembly, moving into place and securing. All equipment prices include connections to power if required. Rough ins for power are not included. Trade labor includes small tools and hand held equipment. Site prep, excavation, concrete, backfill and restoring the site are not included. **User Notes:**	$5,718.88

QTY	Unit Price	Factor	Total
2.000000	$2,413.03	1.1850	$5,718.88

101		116813100398	Ea.	Playground equipment, fitness trail, upper body stretch station Upper body stretch station **Item Notes:** NOTE: Included are uncrating, assembly, moving into place and securing. All equipment prices include connections to power if required. Rough ins for power are not included. Trade labor includes small tools and hand held equipment. Site prep, excavation, concrete, backfill and restoring the site are not included. **User Notes:**	$4,201.90

QTY	Unit Price	Factor	Total
1.000000	$3,545.91	1.1850	$4,201.90

102	Equipment	Non-Prepriced	EA	Outdoor Cooking Grill **Item Notes:** **User Notes:** This item is for the purchase and installation of a gas cooking grill.	$2,400.81

QTY	Unit Price	Factor	Total
2.000000	$1,013.00	1.1850	$2,400.81

103		Non-Prepriced	EA	Relocation of modular building **Item Notes:** **User Notes:** This is to move the modular building and set up on blocks	$17,775.00

QTY	Unit Price	Factor	Total
2.000000	$7,500.00	1.1850	$17,775.00

104	Furnishings	129323100510	Ea.	Trash receptacle, recycled plastic, various colors, round, 32 gallon, 31" x 32" high 32 gal., 31" x 32" high **Item Notes:** NOTE: All furnishings sections include uncrating, assembling and installation. Trade labor includes small tools and hand help equipment. **User Notes:**	$3,187.86

QTY	Unit Price	Factor	Total
2.000000	$1,345.09	1.1850	$3,187.86

105	Plumbing	220523601760	Ea.	Valves, plastic, CPVC, ball, single union, socket or threaded, 1-1/2" 1-1/2" **Item Notes:** NOTE: This section includes: Selective Demolition Costs of Plumbing Materials, General Duty Valves, Hangers and Supports for Piping Equipment, Heat Tracing for Piping, Vibration and Seismic Controls, Identification for Piping and Equipment, Facility Drainage Piping Cleanouts. See each category listed here for more details. Selective demolition costs are for individual pieces of plumbing equipment, and not demoliton of plumbing systems. The labor cost does include the	$664.89

disconnection of the item from a system or pipe(s). The labor costs does not include: shut down of existing systems to facilitate the removal of the piece of equipment, capping an existing functioning system to maintain its functionality, handling, loading, storing, hauling or disposal of the debris. General Duty Valve prices are for each and price of valve includes connection to the pipe or equipment. Hangers and Supports is a comprehensive list of all types of Hangers and Supports for use in conjunction with Piping and Equipment for Fire/Plumbing/HVAC installations. These hangers and supports are additional to any hangers and supports already called out(such as hangers for pipe). Prices are for each and include installation. Includes components for a complete temperature maintenance cable system, including the cable, power kit, seal and splices. Prices are for each and include installation. Does not include insulation. Vibration and Seismc Control prices are for each and include connection to the pipe or equipment. These hangers and mounts are additional to any hangers already called out(such as hangers for pipe).
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$187.03	1.1850	$664.89

106 | 220576102100 | Ea. | $2,988.71

Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 4" pipe size 4" pipe size
Item Notes: NOTE: This section includes: Selective Demolition Costs of Plumbing Materials, General Duty Valves, Hangers and Supports for Piping Equipment, Heat Tracing for Piping, Vibration and Seismic Controls, Identification for Piping and Equipment, Facility Drainage Piping Cleanouts. See each category listed here for more details. Selective demolition costs are for individual pieces of plumbing equipment, and not demoliton of plumbing systems. The labor cost does include the disconnection of the item from a system or pipe(s). The labor costs does not include: shut down of existing systems to facilitate the removal of the piece of equipment, capping an existing functioning system to maintain its functionality, handling, loading, storing, hauling or disposal of the debris. General Duty Valve prices are for each and price of valve includes connection to the pipe or equipment. Hangers and Supports is a comprehensive list of all types of Hangers and Supports for use in conjunction with Piping and Equipment for Fire/Plumbing/HVAC installations. These hangers and supports are additional to any hangers and supports already called out(such as hangers for pipe). Prices are for each and include installation. Includes components for a complete temperature maintenance cable system, including the cable, power kit, seal and splices. Prices are for each and include installation. Does not include insulation. Vibration and Seismc Control prices are for each and include connection to the pipe or equipment. These hangers and mounts are additional to any hangers already called out(such as hangers for pipe).
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$630.53	1.1850	$2,988.71

107 | 221113440815 | L.F. | $1,512.06

Pipe, steel, black, threaded, 1" diameter, schedule 40, A-106, grade A/B seamless, includes coupling and clevis hanger assembly sized for covering, 10' OC 1" diameter
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
80.000000	$15.95	1.1850	$1,512.06

108 | 221113441910 | Ea. | $535.74

Nipple, steel, pipe, standard, black, threaded, 2" long x 1" diam. Pipe nipple std black 2" long, 1" diameter
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
15.000000	$30.14	1.1850	$535.74

109 | 221113449128 | Ea. | $174.93

Pipe, steel, cutting pipe labor, one cut, 2" pipe size or less, schedule 40, shop fabrication, machine cut 2" pipe size or less
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.

User Notes:

QTY	Unit Price	Factor	Total
22.000000	$6.71	1.1850	$174.93

110 221113449020 Ea. Pipe, steel, threading pipe labor, one end, 1" through 2" pipe size, threading, includes all schedules through 80 1" through 2" pipe size $146.25

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
22.000000	$5.61	1.1850	$146.25

111 221113450663 Ea. Tee, steel, cast iron, black, reducing on the run and outlet, threaded, standard weight, 1" 1" $146.49

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$61.81	1.1850	$146.49

112 221113450110 Ea. Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1" 1" $399.19

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
9.000000	$37.43	1.1850	$399.19

113 221113451360 Ea. Coupling, steel, cast iron, black, straight, threaded, extra heavy weight, 1" 1" $856.80

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
16.000000	$45.19	1.1850	$856.80

114 221113741090 L.F. Pipe, plastic, PVC, high impact/pressure, 1" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10' 1" diameter $3,060.86

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
180.000000	$14.35	1.1850	$3,060.86

115 221113763200 Ea. Tee, plastic, PVC, white, socket joint, 1", schedule 40 1" $60.08

Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$25.35	1.1850	$60.08

116 | 221113763732 | Ea. | $29.53

Reducer, plastic, PVC, white, insert, socket weld x female/male thread, 1/2", schedule 40 1/2"
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$12.46	1.1850	$29.53

117 | 221113765304 | Ea. | $49.65

Wye, plastic, PVC, reducing, socket joint, 2" x 1-1/2" x 1-1/2", type DWV, schedule 40 2" x 1-1/2" x 1-1/2"
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$41.90	1.1850	$49.65

118 | 221113769824 | Ea. | $696.42

Pipe cutter, plastic, polypropylene, for 1-1/2" thru 4" sizes For 1-1/2" thru 4"
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$195.90	1.1850	$696.42

119 | 221119221020 | Ea. | $14,874.95

Pressure reducing valve, steam, iron body, pilot operated, 125 lb. flanges, 2" size 2" size
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$6,276.35	1.1850	$14,874.95

120 | 221119424180 | Ea. | $2,174.00

Backflow preventer, reduced pressure principle, corrosion resistant, automatic operation, ball valves, threaded, 2" pipe size, includes valves and four test cocks 2" pipe size
Item Notes: NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$917.30	1.1850	$2,174.00

121		221119382360	Ea.	Water supply meter, domestic/commercial, bronze, threaded/flanged, to 160 GPM, 2" diameter 2" diameter, to 160 GPM **Item Notes:** NOTE: Facility Water Distribution is a comprehensive list of all types of materials (Brass, Bronze, Steel, Plastic, etc.), all types of fittings (Tees, Elbows, Wyes, Couplings, etc.) in a great variety of sizes. Prices include connection to the pipe or equipment. See each category for further information specific to that material. **User Notes:**	$5,078.65

QTY	Unit Price	Factor	Total
2.000000	$2,142.89	1.1850	$5,078.65

122		224713108660	Ea.	Drinking fountain, floor mounted, pedestal type, enameled iron, heavy duty service, 4 bubblers, for connection to cold water supply 4 bubblers **Item Notes:** NOTE: Installation and Material Costs for Drinking Fountains and Water Coolers.Prices include any necessary trim. Rough-In, supply, waste and vent is priced separately and is found in this section. **User Notes:**	$7,502.82

QTY	Unit Price	Factor	Total
1.000000	$6,331.49	1.1850	$7,502.82

123	Electrical	260513103600	Ea.	Cable terminations, outdoor systems, 25 kV, 1,000 kcmil 25 kV **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$815.40

QTY	Unit Price	Factor	Total
1.000000	$688.10	1.1850	$815.40

124		260519350045	Ea.	Wire connector, screw type, insulated, #12 to #6 #12 to #6 **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$98.28

QTY	Unit Price	Factor	Total
26.000000	$3.19	1.1850	$98.28

125		260519350300	Ea.	Terminal lugs, solderless, 4/0 4/0 **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$213.70

QTY	Unit Price	Factor	Total
2.000000	$90.17	1.1850	$213.70

126		260519350850	Ea.	Split bolt connectors, tapped, 2/0 2/0	$440.25

			Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	

QTY	Unit Price	Factor	Total
6.000000	$61.92	1.1850	$440.25

127	260519355520	Ea.	Crimp 2-way connectors, copper or aluminum, 600 volt, 350 kcmil 350 kcmil **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$201.95

QTY	Unit Price	Factor	Total
2.000000	$85.21	1.1850	$201.95

128	260519500100	C.L.F.	Mineral insulated cable, 1 conductor, 600 volt, #12 1 conductor, #12 **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$2,911.79

QTY	Unit Price	Factor	Total
3.000000	$819.07	1.1850	$2,911.79

129	260519550320	C.L.F.	Non-metallic sheathed cable, copper with ground wire, 600 V, 4 conductor, #12, (Romex) 4 conductor **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$2,321.27

QTY	Unit Price	Factor	Total
6.000000	$326.48	1.1850	$2,321.27

130	260519551500	C.L.F.	Underground feeder cable, copper with ground, #12, 2 conductor, type UF #12, 2 conductor **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$705.10

QTY	Unit Price	Factor	Total

QTY	Unit Price	Factor	Total
3.000000	$198.34	1.1850	$705.10

131 260519550900 C.L.F. Service entrance cable, aluminum, 3 RHW and 1 bare neutral, 600 V, 3 #4/0 & 1 #2/0, type SER 3 #4/0 & 1 #2/0 $4,910.81

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.

User Notes:

QTY	Unit Price	Factor	Total
3.000000	$1,381.38	1.1850	$4,910.81

132 260519554620 C.L.F. Service entrance cable, copper, 600 V, 2 conductor, 4/0 + 4/0 neutral, type SEU 4/0 + 4/0 neutral $16,158.65

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.

User Notes:

QTY	Unit Price	Factor	Total
3.000000	$4,545.33	1.1850	$16,158.65

133 260519556800 Ea. Service entrance cap, for copper SEU, 200 amp 200 amp $401.43

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.

User Notes:

QTY	Unit Price	Factor	Total
4.000000	$84.69	1.1850	$401.43

134 260519700300 L.F. Portable cord, type SO, 600 volt, 4 conductor, #12, in tray or exposed 4 conductor $655.68

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.

User Notes:

QTY	Unit Price	Factor	Total
318.000000	$1.74	1.1850	$655.68

135 260519900100 C.L.F. Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray #12 $155.33

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.

User Notes:

QTY	Unit Price	Factor	Total
2.000000	$65.54	1.1850	$155.33

136 | 260526800050 | Ea. | Grounding rod, copper clad, 8' long, 3/4" diameter 3/4" diameter | $838.09

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
5.000000	$141.45	1.1850	$838.09

137 | 260526800170 | Ea. | Grounding coupling, bronze, 3/4" diameter 3/4" diameter | $145.93

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
5.000000	$24.63	1.1850	$145.93

138 | 260526800220 | Ea. | Grounding drive studs, 3/4" diameter 3/4" diameter | $235.93

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
5.000000	$39.82	1.1850	$235.93

139 | 260526800260 | C.L.F. | Ground wire, ground bare armored, #8-1 conductor Wire ground bare armored, #8-1 conductor | $368.88

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$311.29	1.1850	$368.88

140 | 260526805330 | Ea. | Protective boxes at grade level, round, concrete, 12" long, incl breather slots Concrete | $1,053.47

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means

removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
5.000000	$177.80	1.1850	$1,053.47

141 260529200200 Ea. Strap, steel, 2 holes, rigid steel conduit, 1" diameter 1" diameter $42.23
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
27.000000	$1.32	1.1850	$42.23

142 260529201500 Ea. Hanger, steel, 1" diameter, incl bolt 1" diameter $48.35
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
10.000000	$4.08	1.1850	$48.35

143 260529202000 Ea. Riser clamps, steel, conduit, 1" diameter 1" diameter $211.11
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
7.000000	$25.45	1.1850	$211.11

144 260529202200 Ea. Riser clamps, steel, conduit, 2" diameter 2" diameter $313.41
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$33.06	1.1850	$313.41

145	260529204110	L.F.	Hangers, channel, steel, 16 gauge, 1-5/8" x 13/16" 1-5/8" x 13/16", 16 ga. **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$236.55

QTY	Unit Price	Factor	Total
18.000000	$11.09	1.1850	$236.55

146	260529203100	C	Nuts, galvanized steel, 1/2" diameter 1/2" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$99.97

QTY	Unit Price	Factor	Total
1.000000	$84.36	1.1850	$99.97

147	260529203600	C	Lock washers, galvanized steel, 1/2" diameter 1/2" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$43.47

QTY	Unit Price	Factor	Total
1.000000	$36.68	1.1850	$43.47

148	260529204160	Ea.	Flat plate fitting, steel channel, 2 hole, material only, 3-1/2" Flat plate fitting, 2 hole, 3-1/2", material only **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$36.31

QTY	Unit Price	Factor	Total
8.000000	$3.83	1.1850	$36.31

149	260529204450	Ea.	Spring nuts, steel channel, short, 1/2" 1/2" **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$360.60

QTY	Unit Price	Factor	Total
34.000000	$8.95	1.1850	$360.60

150 | 260529204500 | L.F. | Closure strip, steel channel Closure strip | $151.23

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
9.000000	$14.18	1.1850	$151.23

151 | 260529204600 | Ea. | End connector, steel channel, 3/4" conduit End connector 3/4" conduit | $53.47

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$22.56	1.1850	$53.47

152 | 260529204550 | Ea. | End cap, steel channel End cap | $46.83

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$9.88	1.1850	$46.83

153 | 260529204850 | Ea. | Splice plate, steel channel Splice plate | $92.32

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$25.97	1.1850	$92.32

154 | 260529204800 | Ea. | Junction boxes, steel channel, 4 channel 4 channel | $1,350.58

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners

includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$379.91	1.1850	$1,350.58

155 260529206100 Ea. Strap, steel channel, rigid conduit, 1" diameter 1" diameter $161.16
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
40.000000	$3.40	1.1850	$161.16

156 260529207250 Ea. Clip, steel channel, 1 hole for rigid conduit, 2" diameter 2" diameter $107.15
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
33.000000	$2.74	1.1850	$107.15

157 260529207840 Ea. Conduit hangers, steel, 1" diameter, incl bolt & 12" rod 1" diameter $185.81
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
10.000000	$15.68	1.1850	$185.81

158 260533131800 L.F. Rigid galvanized steel conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter $2,082.76
Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
130.000000	$13.52	1.1850	$2,082.76

159	260533132050	Ea.	Rigid galvanized steel conduit elbows, 1" diameter, to 10' high 1" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$236.19

QTY	Unit Price	Factor	Total
6.000000	$33.22	1.1850	$236.19

160	260533132300	Ea.	Rigid galvanized steel conduit couplings, 1" diameter, to 10' high 1" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$96.46

QTY	Unit Price	Factor	Total
10.000000	$8.14	1.1850	$96.46

161	260533134170	L.F.	Rigid galvanized steel plastic coated conduit, 40 mil thick, 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$24,779.24

QTY	Unit Price	Factor	Total
735.000000	$28.45	1.1850	$24,779.24

162	260533134450	Ea.	Rigid galvanized steel plastic coated conduit elbows, 1" diameter, to 10' high 1" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$1,685.07

QTY	Unit Price	Factor	Total
25.000000	$56.88	1.1850	$1,685.07

163	260533134730	Ea.	Rigid galvanized steel plastic coated conduit couplings, 1" diameter, to 10' high 1" diameter **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$430.45

QTY	Unit Price	Factor	Total
25.000000	$14.53	1.1850	$430.45

164 260533139870 Ea. Cement, gallon Gallon $489.31

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$206.46	1.1850	$489.31

165 260533160220 Ea. Outlet boxes, pressed steel, 4" square, 2-1/8" deep, 1" KO 2-1/8" deep, 1" KO $285.16

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$30.08	1.1850	$285.16

166 260533161870 Ea. Outlet boxes, cast, weatherproof in-use cover, 2 gang 2 gang $208.80

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
4.000000	$44.05	1.1850	$208.80

167 260533250300 Ea. Conduit fittings for rigid galvanized steel, standard, locknuts, 1" diameter 1" diameter $8.44

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$.89	1.1850	$8.44

168 260533251170 Ea. Conduit fittings for rigid galvanized steel, bushings, plastic, 1" diameter 1" diameter $231.64

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners

includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
12.000000	$16.29	1.1850	$231.64

169 260533350250 L.F. Flexible metallic conduit, steel, 1" diameter 1" diameter $332.75

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
45.000000	$6.24	1.1850	$332.75

170 260533337200 Lb. Wire and cable Wire and cable $6,241.40

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
230.000000	$22.90	1.1850	$6,241.40

171 260533350750 Ea. Flexible metallic conduit, steel, connectors, plain, 90 Deg., 1" diameter 1" diameter $140.21

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$39.44	1.1850	$140.21

172 260533350450 Ea. Flexible metallic conduit, steel, connectors, plain, 1" diameter 1" diameter $99.68

Item Notes: NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included.
User Notes:

QTY	Unit Price	Factor	Total
6.000000	$14.02	1.1850	$99.68

173	260533953050	Ea.	Knockouts, metal boxes & enclosures, with hole saw, 1" pipe size, to 8' high 1" pipe size **Item Notes:** NOTE: As with all demolition line items, electrical demolition debris must be removed from the job site and disposed of properly. Additional costs for rubbish handling and disposal can be found in division 2. Selective demoltion means removal of the item without damaging surrounding materials or finishes. Any demolition of items held in place by fasteners includes the removal of the fastener. Remainder of 2605 contains costs for conductors, cables, grounding, hangers, supports, raceways, boxes, cable trays, underground ducts, underground raceways and wiring connections. Labor costs for all work in this section is presumed to be performed at heights below 15'. Small tools are included. **User Notes:**	$26.40

QTY	Unit Price	Factor	Total
2.000000	$11.14	1.1850	$26.40

174	260923100600	Ea.	Lighting devices, photoelectric control, D.P.S.T., 208 V/277 V D.P.S.T. 208 V/277 V **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$5,467.15

QTY	Unit Price	Factor	Total
17.000000	$271.39	1.1850	$5,467.15

175	260913301220	Ea.	Smart metering, in panel, three phase, 277/480 volt, 200 amp 200 amp **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$3,019.69

QTY	Unit Price	Factor	Total
2.000000	$1,274.13	1.1850	$3,019.69

176	260913100600	Ea.	Switchboard instruments, ground fault protection, zero sequence Ground fault protection, zero sequence **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$6,622.67

QTY	Unit Price	Factor	Total
1.000000	$5,588.75	1.1850	$6,622.67

177	260936132000	Ea.	Lighting control module Lighting control module **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$1,608.31

QTY	Unit Price	Factor	Total
2.000000	$678.61	1.1850	$1,608.31

178	260923100660	Ea.	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts Daylight level sensor, wall mounted, on/off or dimming **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$4,060.02

QTY	Unit Price	Factor	Total
17.000000	$201.54	1.1850	$4,060.02

179	260926100110	Ea.	Lighting control relay panel, 8 relay, with timeclock 8 Relay **Item Notes:** NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. **User Notes:**	$5,365.30

QTY	Unit Price	Factor	Total

			2.000000	$2,263.84	1.1850	$5,365.30	

180 | 261316105200 | Ea. | $6,095.50

Circuit breaker, 3 pole, 125 to 225 amp, type KA 125 to 225 amp, type KA
Item Notes: NOTE: Cost Data does not include housekeeping pad and grounding grid. Labor costs for all work in this section is presumed to be performed at heights below 15'. Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$5,143.88	1.1850	$6,095.50

181 | 261316104300 | Ea. | $5,247.38

Circuit breaker, 2 pole, 125 to 225 amp, type KA 125 to 225 amp, type KA
Item Notes: NOTE: Cost Data does not include housekeeping pad and grounding grid. Labor costs for all work in this section is presumed to be performed at heights below 15'. Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$4,428.17	1.1850	$5,247.38

182 | 262413200100 | Ea. | $2,495.70

Switchboards, main lugs only, 3 pole, 3 wire, to 600 volt, 200 amp Main lugs only, to 600 volt, 3 pole, 3 wire, 200 amp
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$2,106.08	1.1850	$2,495.70

183 | 262413400170 | Ea. | $17,760.21

Circuit breakers, 2 pole, 240 V, 15 to 60 amp, FA frame, for feeder section 2 pole
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
24.000000	$624.48	1.1850	$17,760.21

184 | 262413402080 | Ea. | $3,943.04

Fusible switch, 2 pole, 600 V, 200 amp, for feeder section 200 amp, 2 pole
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$1,663.73	1.1850	$3,943.04

185 | 262416300350 | Ea. | $3,054.55

Panelboards, 1 phase 3 wire, main lugs, 120/240 V, 225 amp, 24 circuits, NQ, incl 20 A 1 pole bolt-on breakers 225 amp main lugs, 24 circuits
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and

Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
1.000000	$2,577.68	1.1850	$3,054.55

186 | 262416203250 | Ea. | $344.91

Circuit breakers, panelboard spacers, per pole Panelboard spacers, per pole
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
22.000000	$13.23	1.1850	$344.91

187 | 262416303770 | Ea. | $12,790.53

Panelboards, main circuit breaker, shunt trip, 225 amp 225 amp
Item Notes: NOTE: Incoming Switchboards consist of the main service section with Aluminum bus bars including CT compartment. CT's and PT are not included. Main Disconnect is also not included. Panelboards are listed for Residential and Commercial applications and Include lug terminations for MCB or MLO only. Motor Control Centers and Components are priced as listed. Labor costs for all work in this section is presumed to be performed at heights below 15'.Data does not include mobilization of equipment.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$3,597.90	1.1850	$12,790.53

188 | 262716109200 | Ea. | $532.66

Enclosure panels, 36" x 24", NEMA 12 & 4 36" x 24"
Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$224.75	1.1850	$532.66

189 | 262716109140 | Ea. | $380.55

Enclosure panels, 24" x 24", NEMA 12 & 4 24" x 24"
Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$160.57	1.1850	$380.55

190 | 262716109040 | Ea. | $336.23

Enclosure panels, 12" x 24", NEMA 12 & 4 12" x 24"
Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$94.58	1.1850	$336.23

191 | 262726203820 | Ea. | Receptacle, 3 pole, 30 amp, 125/250 volt, NEMA 14 125/250 volt NEMA 14 | $1,159.97

Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$122.36	1.1850	$1,159.97

192 | 262726203170 | Ea. | Switch cover, weatherproof, 1 gang Switch cover, weatherproof, 1 gang | $127.74

Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
7.000000	$15.40	1.1850	$127.74

193 | 262726204980 | Ea. | Receptacle cover plate, weatherproof, NEMA 7-23 Weatherproof NEMA 7-23 | $686.54

Item Notes: NOTE: Labor costs include working on horzontal and vertical surfaces down to one level below grade. Labor costs for all work in this section is presumed to be performed at heights below 15'.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$72.42	1.1850	$686.54

194 | 263343552330 | Ea. | Electric vehicle charging, free standing, double connector, with RFID with RFID | $34,322.03

Item Notes: NOTE: Racks not included with battery banks and capacitors.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$9,654.58	1.1850	$34,322.03

195 | 263353100200 | Ea. | Uninterruptible power supply, charger, inverter, and alarm 1 phase, 120 V, 5 kVA, incl 10 minutes battery 5 kVA | $37,502.97

Item Notes: NOTE: Racks not included with battery banks and capacitors.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$10,549.36	1.1850	$37,502.97

196 | 263553300130 | Ea. | Transient suppressor/voltage regulator, single phase, 115 V, 4.0 kVA 4.0 kVA | $8,474.20

Item Notes: NOTE: Cost Data is for material as described.
User Notes:

QTY	Unit Price	Factor	Total
3.000000	$2,383.74	1.1850	$8,474.20

197 | 265613103000 | Ea. | Light poles, anchor base, aluminum, 20' high, excl concrete bases 20' high | $33,695.33

Item Notes: NOTE: Lighting poles include pole with anchorage to base. Do not include concrete base or safety switch and mounting hardware. Area and walkway lighting fixtures include lamps. Landscape fixtures include housing, ballast, transformer and reflector. Conduit, wiring and trenching not included. Floodlights include ballast, lamps and flush mounting hardware. Labor costs for this section include connections.
User Notes:

QTY	Unit Price	Factor	Total

				QTY	Unit Price	Factor	Total	
				17.000000	$1,672.64	1.1850	$33,695.33	

198 | 265626500200 | Ea. | Landscape LED Fixtures, 12 volt alum bullet hooded-BRZ 12 volt alum bullet hooded-BRZ | $8,981.73

Item Notes: NOTE: Lighting poles include pole with anchorage to base. Do not include concrete base or safety switch and mounting hardware. Area and walkway lighting fixtures include lamps. Landscape fixtures include housing, ballast, transformer and reflector. Conduit, wiring and trenching not included. Floodlights include ballast, lamps and flush mounting hardware. Labor costs for this section include connections.
User Notes:

QTY	Unit Price	Factor	Total
32.000000	$236.86	1.1850	$8,981.73

199 | Earthwork | 312323239010 | B.C.Y. | Compaction, water for, 3,000 gallon truck, 6 mile haul 6 mile haul | $4,353.22

Item Notes: NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move.
User Notes:

QTY	Unit Price	Factor	Total
1640.000000	$2.24	1.1850	$4,353.22

200 | 310513100800 | C.Y. | Soils for earthwork, topsoil borrow, weed free, spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction Topsoil, weed free | $43,637.77

Item Notes: NOTE: Costs for procedures and equipment that involve earth manipulation and alteration typically for foundations, trenching/backfill equipment, or material extraction. Material costs include delivery to the jobsite unless otherwise indicated. Does not include excavation, installation, or compaction (unless otherwise noted).
User Notes:

QTY	Unit Price	Factor	Total
1284.000000	$28.68	1.1850	$43,637.77

201 | 310516100360 | L.C.Y. | Aggregate for earthwork, crushed stone, 1.40 tons per C.Y., 3/8", spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction 3/8" | $30,132.83

Item Notes: NOTE: Costs for procedures and equipment that involve earth manipulation and alteration typically for foundations, trenching/backfill equipment, or material extraction. Material costs include delivery to the jobsite unless otherwise indicated. Does not include excavation, installation, or compaction (unless otherwise noted).
User Notes:

QTY	Unit Price	Factor	Total
535.000000	$47.53	1.1850	$30,132.83

202 | 310523300200 | Ton | Plant mixed bituminous concrete, plant mix, all weather patching mix, hot, 145 lb. per C.F. All weather patching mix, hot | $2,797.74

Item Notes: NOTE: Costs for procedures and equipment that involve earth manipulation and alteration typically for foundations, trenching/backfill equipment, or material extraction. Material costs include delivery to the jobsite unless otherwise indicated. Does not include excavation, installation, or compaction (unless otherwise noted).
User Notes:

QTY	Unit Price	Factor	Total
28.000000	$84.32	1.1850	$2,797.74

203 | 311413230500 | C.Y. | Topsoil stripping and stockpiling, topsoil, sandy loam, adverse conditions, 400 HP dozer Adverse conditions | $1,024.22

Item Notes: NOTE: Does not include environmental controls (Erosion/Sedimentation fencing or dust control). Does not include cost of harvesting and processing lumber.
User Notes:

				QTY	Unit Price	Factor	Total	
				584.000000	$1.48	1.1850	$1,024.22	
204	312213200280	Ea.	Rough grading sites, open, 75,100-100,000 S.F., grader 75,100-100,000 S.F. **Item Notes:** NOTE: Does not include environmental controls (Erosion/Sedimentation fencing or dust control). **User Notes:**					$4,982.45
				QTY	Unit Price	Factor	Total	
				1.000000	$4,204.60	1.1850	$4,982.45	
205	312216103120	S.Y.	Fine grading, select gravel, 8" deep, hand grading, including compaction 8" deep **Item Notes:** NOTE: Does not include environmental controls (Erosion/Sedimentation fencing or dust control). **User Notes:**					$9,041.79
				QTY	Unit Price	Factor	Total	
				2430.000000	$3.14	1.1850	$9,041.79	
206	312216101200	S.Y.	Fine grading, fine grade granular base for sidewalks and bikeways Fine grade granular base for sidewalks and bikeways **Item Notes:** NOTE: Does not include environmental controls (Erosion/Sedimentation fencing or dust control). **User Notes:**					$1,480.49
				QTY	Unit Price	Factor	Total	
				1358.000000	$.92	1.1850	$1,480.49	
207	312216101100	S.Y.	Fine grading, fine grade for slab on grade, machine Fine grade for slab on grade, machine **Item Notes:** NOTE: Does not include environmental controls (Erosion/Sedimentation fencing or dust control). **User Notes:**					$12,405.77
				QTY	Unit Price	Factor	Total	
				7220.000000	$1.45	1.1850	$12,405.77	
208	312316130050	B.C.Y.	Excavating, trench or continuous footing, common earth, 3/8 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering 1' to 4' deep, 3/8 C.Y. excavator **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**					$7,917.70
				QTY	Unit Price	Factor	Total	
				1160.000000	$5.76	1.1850	$7,917.70	
209	312316140700	L.F.	Excavating, chain trencher, utility trench, common earth, 12 HP, 8" wide, 24" deep, operator walking 24" deep **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**					$4,117.64
				QTY	Unit Price	Factor	Total	
				2380.000000	$1.46	1.1850	$4,117.64	
210	312316137060	B.C.Y.	Excavating, trench or continuous footing, dense hard clay, 1/2 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering 1/2 C.Y. excavator **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move.					$5,757.92

User Notes:

QTY	Unit Price	Factor	Total
860.000000	$5.65	1.1850	$5,757.92

211	312316160040	B.C.Y.	Structural excavation for minor structures, bank measure, heavy clay, pits to 6' deep, hand pits Heavy clay **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**	$16,995.74

QTY	Unit Price	Factor	Total
83.000000	$172.80	1.1850	$16,995.74

212	312316425610	B.C.Y.	Excavating, bulk bank measure, sandy clay/loam, open site, 1/2 C.Y. capacity = 44 C.Y./hour, backhoe, hydraulic, wheel mounted, excluding truck loading Wheel mounted, 1/2 C.Y. cap. = 44 C.Y./hr. **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**	$7,124.22

QTY	Unit Price	Factor	Total
1800.000000	$3.34	1.1850	$7,124.22

213	312323131700	B.C.Y.	Backfill, bulk, 6" to 12" lifts, dozer backfilling, compaction with sheepsfoot roller Sheepsfoot roller **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**	$14,816.53

QTY	Unit Price	Factor	Total
4580.000000	$2.73	1.1850	$14,816.53

214	312323201084	L.C.Y.	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 50 miles, 40 MPH, excludes loading equipment cycle 50 miles **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**	$18,201.01

QTY	Unit Price	Factor	Total
850.000000	$18.07	1.1850	$18,201.01

215	312323235000	B.C.Y.	Compaction, riding, vibrating roller, 2 passes, 6" lifts Riding, vibrating roller, 6" lifts, 2 passes **Item Notes:** NOTE: Common soil types, normal conditions. The cost shown are for the excavating, hauling, placing fill and compaction. If fill material is left sitting on the jobsite, it will become harder to move. **User Notes:**	$13,559.48

QTY	Unit Price	Factor	Total
42380.000000	$.27	1.1850	$13,559.48

216	312514161000	L.F.	Synthetic erosion control, silt fence, install and remove, 3' high Silt fence, install and remove **Item Notes:** NOTE: Includes installation, maintence, and removal. **User Notes:**	$1,732.00

QTY	Unit Price	Factor	Total

		580.000000	$2.52	1.1850	$1,732.00

217		312514161250	L.F.	Erosion control, straw bale, install and remove, 3' Long Straw bale, install and remove **Item Notes:** NOTE: Includes installation, maintence, and removal. **User Notes:**	$280.37

QTY	Unit Price	Factor	Total
35.000000	$6.76	1.1850	$280.37

218		313219161510	S.Y.	Geosynthetic soil stabilization, geotextile fabric, woven, heavy duty, 600 lb. tensile strength Heavy duty, 600 lb. tensile strength **Item Notes:** NOTE: Soil Nailing includes Bearing Plates, Hardware, and Installation costs. Excludes Reinforced Shotcrete **User Notes:**	$5,472.80

QTY	Unit Price	Factor	Total
920.000000	$5.02	1.1850	$5,472.80

219		313713100200	S.Y.	Rip-rap and rock lining, random, broken stone, 18" minimum thickness, machine placed for slope protection, not grouted 18" minimum thickness, not grouted **Item Notes:** NOTE: Grouted Rip Rap includes: Mortar with portland cement mix, type S, 1:1/2:4 mix, 1800 psi **User Notes:**	$3,385.36

QTY	Unit Price	Factor	Total
28.000000	$102.03	1.1850	$3,385.36

220	Exterior Improvements	320610102165	C.Y.	Sidewalks, driveways, and patios, sidewalk, load, dump and spread stone, 200' haul, with skid steer, excludes base 200' haul **Item Notes:** **User Notes:**	$10,234.37

QTY	Unit Price	Factor	Total
140.000000	$61.69	1.1850	$10,234.37

221		321216132020	Ton	Plant-mix asphalt paving, intersections, binder course, 2" thick, no hauling included 2" thick **Item Notes:** NOTE: Material purchased at plant, Asphaltic concrete, 145 lb/CF, does not include hauling. **User Notes:**	$351.09

QTY	Unit Price	Factor	Total
3.000000	$98.76	1.1850	$351.09

222		321216132170	S.Y.	Plant-mix asphalt paving, intersections, wearing course, 2" thick, no hauling included alternate method for developing paving costs 2" thick **Item Notes:** NOTE: Material purchased at plant, Asphaltic concrete, 145 lb/CF, does not include hauling. **User Notes:**	$2,578.11

QTY	Unit Price	Factor	Total
181.000000	$12.02	1.1850	$2,578.11

223		320610204025	L.F.	Steps, edging steel edge strips, 1/4" x 5", includes stakes Steel edge strips, incl. stakes, 1/4" x 5" **Item Notes:** **User Notes:**	$6,387.27

QTY	Unit Price	Factor	Total

			565.000000	$9.54	1.1850	$6,387.27	

#	Code	Unit	Description				Amount
224	321126191200	S.Y.	Bituminous-stabilized base courses, for roadways and large paved areas, macadam penetration crushed stone, 4 gallons/S.Y., 8" thick 8" thick, 4 gal./S.Y. **Item Notes:** NOTE: Includes material cost delivered to the jobsite, installation, and compaction. Does not include hauling. **User Notes:**				$5,222.71
			QTY	**Unit Price**	**Factor**	**Total**	
			181.000000	$24.35	1.1850	$5,222.71	
225	321216131420	Ton	Plant-mix asphalt paving, bridge approach, binder course, less than 300 tons, 2" thick, no hauling included 2" thick **Item Notes:** NOTE: Material purchased at plant, Asphaltic concrete, 145 lb/CF, does not include hauling. **User Notes:**				$3,439.11
			QTY	**Unit Price**	**Factor**	**Total**	
			28.000000	$103.65	1.1850	$3,439.11	
226	321613130435	L.F.	Cast-in place concrete curbs & gutters, straight, wood forms, 0.066 C.Y. per LF, 6" high curb, 6" thick gutter, 30" wide, includes concrete 30" wide, 0.066 C.Y./L.F. **Item Notes:** NOTE: Includes formwork and material costs (ready mix concrete/pre-cast concrete, asphalt, stone); pallet unit pricing is available. **User Notes:**				$65,731.95
			QTY	**Unit Price**	**Factor**	**Total**	
			1500.000000	$36.98	1.1850	$65,731.95	
227	321713191100	Ea.	Precast concrete parking bumpers, wheel stops, precast concrete, 8" x 13" x 6' - 0", includes 2 dowels per each 8" x 13" x 6'-0" **Item Notes:** NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included **User Notes:**				$4,006.32
			QTY	**Unit Price**	**Factor**	**Total**	
			31.000000	$109.06	1.1850	$4,006.32	
228	321713131300	Ea.	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 6" diam. Pipe bollards, conc. filled/paint, 8' L x 4' D hole, 6" diam. **Item Notes:** NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included **User Notes:**				$2,717.58
			QTY	**Unit Price**	**Factor**	**Total**	
			4.000000	$573.33	1.1850	$2,717.58	
229	321723140825	Stall	Pavement markings, parking stall, paint, white, small quantities, 4" wide Parking stall, small quantities **Item Notes:** NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included **User Notes:**				$52.57
			QTY	**Unit Price**	**Factor**	**Total**	
			2.000000	$22.18	1.1850	$52.57	
230	321723141200	Ea.	Pavement markings, handicap symbol, painted Handicap symbol **Item Notes:** NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included				$134.00

User Notes:

QTY	Unit Price	Factor	Total
2.000000	$56.54	1.1850	$134.00

231 | 321723141210 | Ea. | Pavement markings, handicap sign and post, 12" x 18" Handicap parking sign 12" x 18" and post | $642.72

Item Notes: NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$271.19	1.1850	$642.72

232 | 321813100200 | S.F. | Synthetic grass surfacing, standard, 1/2" pile and 5/16" cushion pad, includes cushion pad, excludes asphalt base or drainage 1/2" pile and 5/16" cushion pad, standard | $12,307.03

Item Notes: NOTE: Does not include sub-base material delivery/hauling trucking or grading.
User Notes:

QTY	Unit Price	Factor	Total
1048.000000	$9.91	1.1850	$12,307.03

233 | 321726100100 | S.F. | Pavement, tactile warning tiles S.F. Detectable warning pad, ADA | $2,397.26

Item Notes: NOTE: Section includes parking bumpers and pavement markings; specialty markings for airports or restricted access areas not included; special reflective markings not included
User Notes:

QTY	Unit Price	Factor	Total
70.000000	$28.90	1.1850	$2,397.26

234 | 323343131080 | Ea. | Site seating, backless mall bench, recycled plastic, various colors, 8' long 8' long | $2,555.64

Item Notes: NOTE: Inludes material, installation and all hardware/fasteners. Concrete slab or other foundation is not included.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$1,078.33	1.1850	$2,555.64

235 | 323343131050 | Ea. | Site seating, classic park bench, recycled plastic, various colors, 8' long 8' long | $3,338.62

Item Notes: NOTE: Inludes material, installation and all hardware/fasteners. Concrete slab or other foundation is not included.
User Notes:

QTY	Unit Price	Factor	Total
2.000000	$1,408.70	1.1850	$3,338.62

236 | 323343131020 | Ea. | Site seating, picnic tables, recycled plastic, various colors, 8' long 8' | $15,651.29

Item Notes: NOTE: Inludes material, installation and all hardware/fasteners. Concrete slab or other foundation is not included.
User Notes:

QTY	Unit Price	Factor	Total
8.000000	$1,650.98	1.1850	$15,651.29

237	328413101100	Ea.	Subsurface drip irrigation, flush risers Flush risers **Item Notes:** NOTE: Includes plastic irrigation pipe, installation by hand with a shovel, hook-ups, plumbing materials, testing, put into operation. **User Notes:**	$644.45

QTY	Unit Price	Factor	Total
48.000000	$11.33	1.1850	$644.45

238	328413100900	L.F.	Subsurface drip irrigation, supply tubing, material only, 1/2", 500' coil 500' coil **Item Notes:** NOTE: Includes plastic irrigation pipe, installation by hand with a shovel, hook-ups, plumbing materials, testing, put into operation. **User Notes:**	$72.05

QTY	Unit Price	Factor	Total
380.000000	$.16	1.1850	$72.05

239	328423101490	Ea.	Underground sprinklers irrigation system, for lawns, pressure vacuum breaker, brass, 15 - 150 psi, 1" 1" **Item Notes:** NOTE: Includes plastic irrigation pipe, installation by hand with a shovel, hook-ups, plumbing materials, testing, put into operation. **User Notes:**	$2,278.80

QTY	Unit Price	Factor	Total
8.000000	$240.38	1.1850	$2,278.80

240	328423101450	Ea.	Underground sprinklers irrigation system, for lawns, backflow preventer, bronze, with valves, test cocks, 0-175 psi, 1" 1" **Item Notes:** NOTE: Includes plastic irrigation pipe, installation by hand with a shovel, hook-ups, plumbing materials, testing, put into operation. **User Notes:**	$2,940.32

QTY	Unit Price	Factor	Total
4.000000	$620.32	1.1850	$2,940.32

241	328423101310	Ea.	Underground sprinklers irrigation system, for lawns, electric remote control valve, plastic, 1", 5-30 GPM, 15-125 psi, excludes piping, excavation and backfill 1" **Item Notes:** NOTE: Includes plastic irrigation pipe, installation by hand with a shovel, hook-ups, plumbing materials, testing, put into operation. **User Notes:**	$296.77

QTY	Unit Price	Factor	Total
4.000000	$62.61	1.1850	$296.77

242	329113232500	M.S.F.	Soil preparation, structural soil mixing, root raking and loading, large commercial, with boulders With boulders **Item Notes:** NOTE: Assumes common planting conditions, water available for watering, ect. **User Notes:**	$3,287.49

QTY	Unit Price	Factor	Total
405.000000	$6.85	1.1850	$3,287.49

243	329333200400	Ea.	Shrubs, boxwood, B&B, 15"-18", planted in prepared beds Boxwood, 15"-18", B&B **Item Notes:** NOTE: Does not include utility mark out or other site preparations. **User Notes:**	$37,514.14

QTY	Unit Price	Factor	Total

402.000000	$78.75	1.1850	$37,514.14	

244		329343200100	Ea.	Deciduous trees, ash, balled & burlapped (B&B), 2" caliper, in prepared beds Ash, 2" caliper **Item Notes:** NOTE: Does not include utility mark out or other site preparations. **User Notes:**	$36,278.47

QTY	Unit Price	Factor	Total
73.000000	$419.38	1.1850	$36,278.47

245		329343102000	Ea.	Planting, stake out tree and shrub locations Stake out tree and shrub locations **Item Notes:** NOTE: Does not include utility mark out or other site preparations. **User Notes:**	$1,384.67

QTY	Unit Price	Factor	Total
475.000000	$2.46	1.1850	$1,384.67

246		329450101100	Ea.	Tree guying, guy wire and wrap, less than 3" caliper, 3" anchors, includes arrowhead anchor, cable, turnbuckles and wrap Less than 3" caliper, 3" anchors **Item Notes:** NOTE: Prices are for accessories used in the planting/landscaping process. All materials and required fasteners are included. **User Notes:**	$7,186.84

QTY	Unit Price	Factor	Total
73.000000	$83.08	1.1850	$7,186.84

247	Exterior Improvements	Non-Prepriced	TON	3/8" Golden Brown, exclude delivery and spread **Item Notes:** **User Notes:** Decorative rock	$10,726.62

QTY	Unit Price	Factor	Total
146.000000	$62.00	1.1850	$10,726.62

248		Non-Prepriced	TON	2-4". Hueco Mountain rock, exclude delivery and spread **Item Notes:** **User Notes:** Decorative rock	$1,807.13

QTY	Unit Price	Factor	Total
1.000000	$1,525.00	1.1850	$1,807.13

249		Non-Prepriced	TON	3/8" Hueco Mountain, exclude delivery and spreading of gravel **Item Notes:** **User Notes:** Decorative rock	$40,408.50

QTY	Unit Price	Factor	Total
550.000000	$62.00	1.1850	$40,408.50

250	Exterior Improvements	323236106020	C.Y.	Gabion retaining walls, stone filled gabions, stone delivered, galvanized, 3' wide, 6' long, 3'-0" high, excludes excavation 3'-0" high **Item Notes:** NOTE: Timber and Stone wall materials installed including excavation, does not include backfill. For Sheet Pile Cantilever Wall refer to section 31. For Gabions and Rip Rap see Div 31. **User Notes:**	$11,724.07

QTY	Unit Price	Factor	Total

33.000000	$299.81	1.1850	$11,724.07

251 Utilities 330597050020 Ea. Utility connection, water, sanitary, stormwater, gas, single connection (12" mainline, 8" connecting line) Water, sanitary, stormwater, gas, single connection (12"x8" connection) $15,215.54

Item Notes: NOTE: Excludes excavation, dewatering, shoring, and backfill. Includes installation, drilling, jacking pipe casing only. For Utility Piping see Div 33 11

User Notes:

QTY	Unit Price	Factor	Total
2.000000	$6,420.06	1.1850	$15,215.54

252 331413254010 L.F. Water supply distribution piping, polyvinyl chloride pressure pipe, 2", ASTM D2241, class 200, SDR 21, excludes excavation or backfill 2" diameter $235.70

Item Notes:

User Notes:

QTY	Unit Price	Factor	Total
65.000000	$3.06	1.1850	$235.70

253 331417158030 Ea. Water service connection, tapping sleeves with rubber gaskets, 8" x 4", excludes excavation and backfill 8" x 4" $4,507.34

Item Notes:

User Notes:

QTY	Unit Price	Factor	Total
2.000000	$1,901.83	1.1850	$4,507.34

254 333111253200 Ea. Public sanitary utility sewerage piping, wyes, polyvinyl chloride, 4" diameter, SDR 35 Wyes, 4" diameter $364.79

Item Notes: NOTE: Does not include trenching, bedding, compaction. Includes setting pipe into trench and making connections. Testing not included.

User Notes:

QTY	Unit Price	Factor	Total
4.000000	$76.96	1.1850	$364.79

255 333111253040 Ea. Public sanitary utility sewerage piping, piping polyvinyl chloride pipe, fittings, bends or elbows, 4" diameter, SDR 35, excludes excavation or backfill Fittings, bends or elbows, 4" diameter $152.70

Item Notes: NOTE: Does not include trenching, bedding, compaction. Includes setting pipe into trench and making connections. Testing not included.

User Notes:

QTY	Unit Price	Factor	Total
2.000000	$64.43	1.1850	$152.70

256 333111252000 L.F. Public sanitary utility sewerage piping, piping polyvinyl chloride pipe, B & S, 20' lengths, 4" diameter, SDR 35, excludes excavation or backfill 20' lengths, SDR 35, B&S, 4" diameter $3,919.45

Item Notes: NOTE: Does not include trenching, bedding, compaction. Includes setting pipe into trench and making connections. Testing not included.

User Notes:

QTY	Unit Price	Factor	Total
415.000000	$7.97	1.1850	$3,919.45

257 337116231200 Ea. Electrical utility pole, light poles roadway, galvanized steel, round, tapered, 20', incl two 6' arm Two 6' arms, 20' $21,318.65

Item Notes: NOTE: Includes the excavation, backfill, foundation, footings, utility duct banks and component used to erect utility towers. Also includes the electrical hookups.
User Notes:

QTY	Unit Price	Factor	Total
7.000000	$2,570.06	1.1850	$21,318.65

258	337119171000	Ea.	Electrical underground ducts and manholes, hand holes, precast concrete, with concrete cover, 4' x 4' x 4' deep, excludes excavation, backfill and cast in place concrete 4' x 4' x 4' deep **Item Notes:** NOTE: Includes the excavation, backfill, foundation, footings, utility duct banks and component used to erect utility towers. Also includes the electrical hookups. **User Notes:**	$3,539.63

QTY	Unit Price	Factor	Total
1.000000	$2,987.03	1.1850	$3,539.63

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks	September 19, 2025
Initiating Department	**Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager	6
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT CONTRACT TO EXCERPLAY THROUGH CES IN THE AMOUNT NOT TO EXCEED $164,658.37 FOR THE INSTALLATION OF NEW PLAY STRUCTURES WITHIN THE LA MESA COMMUNITY CENTER PARK

SUMMARY OF ITEM TO BE CONSIDERED INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Purchase of two new play structures for La Mesa Community Park

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Estimate

SUMMARY OF FINANCIAL IMPACT

$164,658.37 from exisitng FY26 Project Budget

ADMINISTRATIVE REVIEW AND APPROVAL

Justin Weaver, Project Manager	Created/Initiated - 9/3/2025
Robert Herrera, Facilities & Services, Director	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/9/2025
Michael Perez, Purchasing Manager	Approved - 9/12/2025
Deborah Weir, Assistant County Manager	Final Approval - 9/15/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date:	September 19, 2025
Agenda Item Title:	Award Project Contract to Excerplay through CES in the amount not to exceed $164,658.37 for the installation of new play structures within the La Mesa Community Center Park
Overview:	The Facilites and Services Deparment worked with Excerplay to provide two play structures that will accommodate a 2-7 year old child and a 7-12 child range. These will include a fall protection base. These will be placed within the existing La Mesa Community Park Walking Trail. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

Proposal

Q010521

Please Issue Purchase Order to:
Cooperative Educational Services
PO Box 81045
Albuquerque, NM 87198
Contract 2023-16-C116-ALL

Proposal Date	Salesperson
7/25/2025	Nathan Tierney 575-932-9189 nate@exerplay.com

Dona Ana County: La Mesa Park 2025
CES - 2023-16-C116-ALL

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES - OPT 1			
1.00	LSI	CP021770A: DTR SP Sprig DB Only	34,380.00	4%	33,004.80
1.00	182503A	Welcome Sign, 2-5 yrs DB	0.00		0.00
1.00	LSI	CP016776A: DTR SP Tree Tops w/Steel Post DB Only	55,065.00		55,065.00
1.00	182503C	Welcome Sign, 5-12 yrs, DB	0.00		0.00
55.00	119214A	TuffTimbers™ 4' Length, Black Only	70.00	4%	3,696.00
58.00	100626A	Galvanized Stake (30")	18.65	4%	1,038.43
1.00	130799A	TuffTimbers™ Access Wedge Black Only	1,160.00	4%	1,113.60
1.00	FREIGHT	Freight/shipping charges (150-25-883)	10,400.00		10,400.00
		SAFETY SURFACING			
113.00	EWF	Engineered Wood Fiber, priced per cu/yd	45.00	4%	4,881.60
1.00	FREIGHT	Freight/shipping charges (07252025)	2,555.00		2,555.00
115.93	GB-INSTALL	Installation of Playground Equipment	300.00		34,779.00
7.11	GB-INSTALL	Installation of Safety Surfacing	300.00		2,133.00
1.30	GB-INSTALL	Offload Equipment and transport to site	300.00		390.00
1.00	BOND	Payment/Performance Bond	5,556.00		5,556.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Michelle McKean

Subtotal	154,612.43
Tax Total:	10,045.94
Total	164,658.37

Accepted by:
Print Name: ______________________ Signature: ______________________ Date: ______________

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:
1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11.Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer’s yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	September 19, 2025 **Meeting Date**
Robert Herrera, Facilities & Services, Director, Justin Weaver, Project Manager **Contact Person**	7 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT CONTRACT TO LYNCO ELECTRIC THROUGH CES IN THE AMOUNT NOT TO EXCEED $587,990.54 FOR THE PURCHASE AND INSTALLATION OF THE BACKUP GENERATOR AT THE NEW OEM FACILITY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The project will consist of a new emergency generator at the New Dona Ana County Office of Emergency Management. Project will consist of the purchase and installation of a 600kw back-up generator to run the entire facility.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Estimate for good & services

SUMMARY OF FINANCIAL IMPACT

$587,990.54 budgeted for this project.

ADMINISTRATIVE REVIEW AND APPROVAL

Justin Weaver, Project Manager	Created/Initiated - 9/3/2025
Robert Herrera, Facilities & Services, Director	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/9/2025
Michael Perez, Purchasing Manager	Approved - 9/12/2025
Deborah Weir, Assistant County Manager	Final Approval - 9/15/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date:	September 19th, 2025
Agenda Item Title:	Award Project Contract to Lynco Electric through CES in the amount not to exceed $587,990.54 for the purchase and installation of the backup generator at the new OEM Facility.
Overview:	The project will consist of a new emergency generator at the New Dona Ana County Office of Emergency Managment. Project will consist of the purchase and installation of an 600kw back-up generator to run the entire facility. Additionally, approval is requested to authorize the County Manager or designee to provide signature authority for the execution of all related contracts, amendments, change orders and renewals associated with the project.

Lynco Electric Company, Inc.

Electrical Contractors
1520 W. Amador Ave.
Las Cruces, New Mexico 88005
(575) 523-9066 – Fax (575) 526-7157

Facility location: OEM Emergency Operations Center

Purpose: Backup Electrical Power (Auto Transfer)

Fuel Type: Diesel

Load Calculation: 600KW, 3 phase, 480 VAC

Normal Load: 721.3 Amps, 3 phase, 480 VAC (As per Calculated load shown on Sheet E-601 of OEM drawings dated 01/10/25)

Reserve Load: 180.84 Amps, 3 phase,480 VAC

Total Load: 902.14 Amps, 3 phase, 480 VAC

RAYLYN WILCOX
NEW MEXICO
12161
REGISTERED PROFESSIONAL ENGINEER

JAN 29, 2025

Lynco Electric Company, Inc.

Electrical Contractors
1520 W. Amador Ave.
Las Cruces, New Mexico 88005
(575) 523-9066 – Fax (575) 526-7157

June 18, 2025

DAC – OEM

Emergency Operations Center

Generator & Automatic Transfer Switch

This is the turn key price is for a 600kw Diesel powered Cummins Generator with Automatic transfer switch, and Annunciator at the OEM Emergency Operations Center Project.

Cost:	$552,116.75
6.4975% NMGRT:	$ 35,873.79
Total Cost:	**$587,990.54**

This price includes.

- 600kw Diesel Generator (480v, 3ph)
- 1200-amp Automatic Transfer Switch
- Generator Annunciator located inside OEM building
- Reinforced Concrete Generator Pad
- Conduit and wiring for Generator to Building connections
- Start-up, testing, and training (By Generator Manufacturer)
- 24-hour Diesel fuel tank
- The First initial Diesel Filling of 24-hour tank (1 time only)
- Required Electrical Service rearrangement to accommodate Backup Generator installation

- Required Electrical Service rearrangement to accommodate Backup Generator installation
- Electrical Engineering
- Plan review
- Electrical Permitting and inspections
- Coordination with OEM Building for required outages (2 different outages may be required)

Due to the volatile commodities, this price is good for 30 days from date on this document. After 30 days we will have to revisit pricing on Backup Generator, Generator Accessories, Diesel Fuel, and Materials.

The current lead time for the Cummins Generator is 32 weeks, according to the Generator manufacturer.

CES #2023-04-R2211-678

Thank you for your consideration.

Best,

Mark W Gill

Price Proposal - Cooperative Educational Services JOC for MEP 2023-04-R2211-678

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	0291
Job Name:	DAC - OEM Emergency Operations Center - Gen
Contractor:	Lynco Electric Co.
Date Created:	12/16/2024
Last Update:	06/18/2025
Proposal Value:	$587,990.54
Construction Procurement Catalog:	Year 2024 Quarter 4 - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$57,133.37
01 General Requirements	$30,704.05
03 Concrete	$8,144.74
26 Electrical	$314,823.75
26 Electrical	$174,731.53
31 Earthwork	$2,453.10

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
6.4975% NMGRT	01 General Requirements	1.000000	$35,873.79	1.0000	$35,873.79
First fueling (Diesel)	01 General Requirements	1000.000000	$4.75	1.1100	$5,272.50
Permit	01 General Requirements	1.000000	$700.00	1.1100	$777.00
CID Plan review	01 General Requirements	1.000000	$120.00	1.1100	$133.20
Electrical Engineering	01 General Requirements	1.000000	$5,808.00	1.1100	$6,446.88
Coordinate with EPE	01 General Requirements	1.000000	$3,000.00	1.1100	$3,330.00
Payment and Performance Bond 1%	01 General Requirements	1.000000	$5,300.00	1.0000	$5,300.00

600kw Generator	26 Electrical		1.000000	$265,625.00	1.1100	$294,843.75
Intercept and reconfigure existing service to building	26 Electrical		1.000000	$7,000.00	1.1100	$7,770.00
outage for intercept Generator/ATS connection	26 Electrical		1.000000	$6,000.00	1.1100	$6,660.00
Generator Start up and training	26 Electrical		1.000000	$5,000.00	1.1100	$5,550.00

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	Non-Prepriced		EA	6.4975% NMGRT	$35,873.79

QTY	Unit Price	Factor	Total
1.000000	$35,873.79	1.0000	$35,873.79

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2		Non-Prepriced		GAL	First fueling (Diesel)	$5,272.50

QTY	Unit Price	Factor	Total
1000.000000	$4.75	1.1100	$5,272.50

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
3		Non-Prepriced		EA	Permit	$777.00

QTY	Unit Price	Factor	Total
1.000000	$700.00	1.1100	$777.00

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
4		Non-Prepriced		EA	CID Plan review	$133.20

QTY	Unit Price	Factor	Total
1.000000	$120.00	1.1100	$133.20

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
5		Non-Prepriced		EA	Electrical Engineering	$6,446.88

QTY	Unit Price	Factor	Total
1.000000	$5,808.00	1.1100	$6,446.88

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
6	General Requirements	015433200120		Ea.	Rent excavator diesel hydraulic crawler mounted 5/8 CY capacity 5/8 C.Y. capacity	$9,943.58

Weeks	QTY	Unit Price	Factor	Total
3.00	1.000000	$2,986.06	1.1100	$9,943.58

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
7		015433200400		Ea.	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity Backhoe-loader, 40 to 45 H.P., 5/8 C.Y. capacity	$2,993.44

Weeks	QTY	Unit Price	Factor	Total
3.00	1.000000	$898.93	1.1100	$2,993.44

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
8		015433201300		Ea.	Rent vibratory plate compactor gas 18" plate 3000 lb blow Vibratory plate, gas, 18" plate, 3000 lb. blow	$1,705.56

Weeks	QTY	Unit Price	Factor	Total
3.00	1.000000	$512.18	1.1100	$1,705.56

9		015433601700	Ea.	Rent crane truck mount, cable 6x4 drive 25 ton, 10' radius 25 tons at 10' radius	$8,181.71

Days	QTY	Unit Price	Factor	Total
3.00	1.000000	$2,456.97	1.1100	$8,181.71

10		015436501200	Ea.	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Small equipment, placed in rear of, or towed by pickup truck	$2,300.99

QTY	Unit Price	Factor	Total
16.000000	$129.56	1.1100	$2,300.99

11		015436501400	Ea.	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer 20-ton capacity	$4,619.73

QTY	Unit Price	Factor	Total
8.000000	$520.24	1.1100	$4,619.73

12		015626500600	L.F.	Temporary fencing, plastic safety fence, 4' high, light duty, posts at 10' Plastic safety fence, light duty, 4' high, posts at 10'	$959.04

QTY	Unit Price	Factor	Total
300.000000	$2.88	1.1100	$959.04

13	General Requirements	Non-Prepriced	EA	Coordinate with EPE	$3,330.00

QTY	Unit Price	Factor	Total
1.000000	$3,000.00	1.1100	$3,330.00

14		Non-Prepriced	EA	Payment and Performance Bond 1%	$5,300.00

QTY	Unit Price	Factor	Total
1.000000	$5,300.00	1.0000	$5,300.00

15	Concrete	031113652000	SFCA	C.I.P. concrete forms, slab on grade, curb, wood, 6" to 12" high, 1 use, includes erecting, bracing, stripping and cleaning Curb forms, wood, 6" to 12" high, on grade, 1 use	$3,113.55

QTY	Unit Price	Factor	Total
300.000000	$9.35	1.1100	$3,113.55

16		032105100730	C	Bag ties, for reinforcing steel, plain steel, 16 ga., 7" long, includes material only 7" long	$264.74

QTY	Unit Price	Factor	Total
150.000000	$1.59	1.1100	$264.74

17		032105101210	C	High chairs, for reinforcing steel, individual (HC), plain steel, 5" high, includes material only 5" high, plain	$643.46

QTY	Unit Price	Factor	Total

				3.000000	$193.23	1.1100	$643.46		
18		032111502600	Ton	Reinforcing steel, shop size extra, #5 bar, A615, grade 40, material only, included in delivered price #5				$236.21
				QTY	Unit Price	Factor	Total	
				4.000000	$53.20	1.1100	$236.21	
19		033513300125	S.F.	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float & manual float, excl placing, striking off & consolidating Bull float & manual float				$129.87
				QTY	Unit Price	Factor	Total	
				300.000000	$.39	1.1100	$129.87	
20		033113350300	C.Y.	Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 4000 psi				$3,756.91
				QTY	Unit Price	Factor	Total	
				20.000000	$169.23	1.1100	$3,756.91	
21	Electrical	Non-Prepriced	EA	600kw Generator				$294,843.75
				QTY	Unit Price	Factor	Total	
				1.000000	$265,625.00	1.1100	$294,843.75	
22		Non-Prepriced	EA	Intercept and reconfigure existing service to building				$7,770.00
				QTY	Unit Price	Factor	Total	
				1.000000	$7,000.00	1.1100	$7,770.00	
23		Non-Prepriced	EA	outage for intercept Generator/ATS connection				$6,660.00
				QTY	Unit Price	Factor	Total	
				1.000000	$6,000.00	1.1100	$6,660.00	
24		Non-Prepriced	EA	Generator Start up and training				$5,550.00
				QTY	Unit Price	Factor	Total	
				1.000000	$5,000.00	1.1100	$5,550.00	
25	Electrical	260519902900	C.L.F.	Wire, copper, solid, 600 volt, #14, type XHHW, normal installation conditions in wireway, conduit, cable tray 600 volt, copper type XHHW, solid, #14				$1,998.67
				QTY	Unit Price	Factor	Total	
				30.000000	$60.02	1.1100	$1,998.67	
26		260519903020	C.L.F.	Wire, copper, stranded, 600 volt, #12, type XHHW, normal installation conditions in wireway, conduit, cable tray #12				$2,402.60
				QTY	Unit Price	Factor	Total	

QTY	Unit Price	Factor	Total
30.000000	$72.15	1.1100	$2,402.60

27 260519903040 C.L.F. Wire, copper, stranded, 600 volt, #10, type XHHW, normal installation conditions in wireway, conduit, cable tray #10 $3,069.59

QTY	Unit Price	Factor	Total
30.000000	$92.18	1.1100	$3,069.59

28 260519903280 C.L.F. Wire, copper, stranded, 600 volt, 350 kcmil, type XHHW, normal installation conditions in wireway, conduit, cable tray 350 kcmil $65,341.04

QTY	Unit Price	Factor	Total
38.000000	$1,549.10	1.1100	$65,341.04

29 260519250300 Ea. Cable connectors, nonmetallic, 600 volt, #12-3 wire to #10-2 wire #12-3 wire to #10-2 wire $365.75

QTY	Unit Price	Factor	Total
50.000000	$6.59	1.1100	$365.75

30 260533131800 L.F. Rigid galvanized steel conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter $324.79

QTY	Unit Price	Factor	Total
20.000000	$14.63	1.1100	$324.79

31 260533131930 L.F. Rigid galvanized steel conduit, 3" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 3" diameter $1,213.45

QTY	Unit Price	Factor	Total
20.000000	$54.66	1.1100	$1,213.45

32 260533131993 Ea. Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 1" diameter 1" diameter $26.37

QTY	Unit Price	Factor	Total
2.000000	$11.88	1.1100	$26.37

33 260533131996 Ea. Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 2" diameter 2" diameter $145.54

QTY	Unit Price	Factor	Total
4.000000	$32.78	1.1100	$145.54

34 260533132170 Ea. Rigid galvanized steel conduit elbows, 3" diameter, to 10' high 3" diameter $1,457.92

QTY	Unit Price	Factor	Total
8.000000	$164.18	1.1100	$1,457.92

35 260533132300 Ea. Rigid galvanized steel conduit couplings, 1" diameter, to 10' high 1" diameter $35.12

QTY	Unit Price	Factor	Total

			4.000000	$7.91	1.1100	$35.12	
36	260533135040	L.F.	Electric metallic tubing (EMT), 1" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 1" diameter				$2,434.23
			QTY	Unit Price	Factor	Total	
			300.000000	$7.31	1.1100	$2,434.23	
37	260533135360	Ea.	EMT offsets, 1" diameter, to 15' H 1" diameter				$134.03
			QTY	Unit Price	Factor	Total	
			15.000000	$8.05	1.1100	$134.03	
38	260533135700	Ea.	EMT elbows, 1" diameter, to 15' H Elbows, 1" diameter				$144.13
			QTY	Unit Price	Factor	Total	
			7.000000	$18.55	1.1100	$144.13	
39	260533138720	Ea.	EMT couplings, compression, steel, 1" diameter, to 15' H 1" diameter				$482.18
			QTY	Unit Price	Factor	Total	
			30.000000	$14.48	1.1100	$482.18	
40	260533138820	Ea.	EMT boxes connectors, compression, steel, 1" diameter, to 15' H 1" diameter				$108.56
			QTY	Unit Price	Factor	Total	
			15.000000	$6.52	1.1100	$108.56	
41	260533139120	L.F.	PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support 1" diameter				$1,600.62
			QTY	Unit Price	Factor	Total	
			200.000000	$7.21	1.1100	$1,600.62	
42	260533139170	L.F.	PVC conduit, schedule 40, 3" diameter, to 10' H, incl terminations, fittings, & support 3" diameter				$11,510.70
			QTY	Unit Price	Factor	Total	
			500.000000	$20.74	1.1100	$11,510.70	
43	260533139316	Ea.	PVC conduit couplings, 1" diameter, to 15' H 1" diameter				$70.98
			QTY	Unit Price	Factor	Total	
			5.000000	$12.79	1.1100	$70.98	
44	260533139326	Ea.	PVC conduit couplings, 3" diameter, to 15' H 3" diameter				$661.74
			QTY	Unit Price	Factor	Total	
			16.000000	$37.26	1.1100	$661.74	
45	260533139360	Ea.	PVC conduit, field bends, 45 Deg. to 90 Deg., 1" diameter 1" diameter				$54.26

QTY	Unit Price	Factor	Total
4.000000	$12.22	1.1100	$54.26

46 260533139410 Ea. PVC conduit, field bends, 45 Deg. to 90 Deg., 3" diameter 3" diameter $582.17

QTY	Unit Price	Factor	Total
16.000000	$32.78	1.1100	$582.17

47 260533139480 Ea. PVC adapters, 1" diameter, to 15' H 1" diameter $53.15

QTY	Unit Price	Factor	Total
4.000000	$11.97	1.1100	$53.15

48 260533139530 Ea. PVC adapters, 3" diameter, to 15' H 3" diameter $495.33

QTY	Unit Price	Factor	Total
16.000000	$27.89	1.1100	$495.33

49 260533139860 Ea. Cement, quart Cement, quart $462.20

QTY	Unit Price	Factor	Total
15.000000	$27.76	1.1100	$462.20

50 260533152980 Ea. Rigid galvanized steel conduit nipples, 1" diameter, 12" long, incl locknuts and bushings 12" long $217.50

QTY	Unit Price	Factor	Total
5.000000	$39.19	1.1100	$217.50

51 260533153980 Ea. Rigid galvanized steel conduit nipples, 3" diameter, 8" long, incl locknuts and bushings 8" long $683.67

QTY	Unit Price	Factor	Total
4.000000	$153.98	1.1100	$683.67

52 260533251780 Ea. Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 1" diameter 1" diameter $292.04

QTY	Unit Price	Factor	Total
6.000000	$43.85	1.1100	$292.04

53 260533251900 Ea. Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 3" diameter 3" diameter $2,962.63

QTY	Unit Price	Factor	Total
24.000000	$111.21	1.1100	$2,962.63

54 260533252300 Ea. Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 1" diameter 1" diameter $129.58

QTY	Unit Price	Factor	Total
2.000000	$58.37	1.1100	$129.58

55	260533252390	Ea.	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 3" diameter 3" diameter	$1,405.13

QTY	Unit Price	Factor	Total
4.000000	$316.47	1.1100	$1,405.13

56	260533160220	Ea.	Outlet boxes, pressed steel, 4" square, 2-1/8" deep, 1" KO 2-1/8" deep, 1" KO	$128.05

QTY	Unit Price	Factor	Total
4.000000	$28.84	1.1100	$128.05

57	260533160250	Ea.	Outlet boxes, pressed steel, covers, blank, 4" square Covers, blank	$36.45

QTY	Unit Price	Factor	Total
4.000000	$8.21	1.1100	$36.45

58	260533351100	L.F.	Flexible metallic conduit, sealtite, 1" diameter 1" diameter	$64.54

QTY	Unit Price	Factor	Total
6.000000	$9.69	1.1100	$64.54

59	260533351420	L.F.	Flexible metallic conduit, sealtite, 3" diameter 3" diameter	$516.11

QTY	Unit Price	Factor	Total
16.000000	$29.06	1.1100	$516.11

60	260533351900	Ea.	Flexible metallic conduit, sealtite, connectors, plain, 1" diameter 1" diameter	$42.91

QTY	Unit Price	Factor	Total
2.000000	$19.33	1.1100	$42.91

61	260533352220	Ea.	Flexible metallic conduit, sealtite, connectors, insulated, 3" diameter 3" diameter	$1,108.14

QTY	Unit Price	Factor	Total
4.000000	$249.58	1.1100	$1,108.14

62	260533352600	Ea.	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 1" diameter 1" diameter	$93.33

QTY	Unit Price	Factor	Total
2.000000	$42.04	1.1100	$93.33

63	260533353120	Ea.	Flexible metallic conduit, sealtite, connectors, insulated, 90 Deg., 3" diameter 3" diameter	$2,819.31

QTY	Unit Price	Factor	Total
4.000000	$634.98	1.1100	$2,819.31

64	260529202600	L.F.	Threaded rod, steel, painted, 3/8" diameter 3/8" diameter	$1,236.54

QTY	Unit Price	Factor	Total

				QTY	Unit Price	Factor	Total	
				100.000000	$11.14	1.1100	$1,236.54	
65	260529203050	C	Nuts, galvanized steel, 3/8" diameter 3/8" diameter					$77.59
				2.000000	$34.95	1.1100	$77.59	
66	260529203300	C	Washers, galvanized steel, 3/8" diameter 3/8" diameter					$155.18
				4.000000	$34.95	1.1100	$155.18	
67	260529203550	C	Lock washers, galvanized steel, 3/8" diameter 3/8" diameter					$69.60
				2.000000	$31.35	1.1100	$69.60	
68	260529204120	L.F.	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" 1-5/8" x 1-5/8", 14 ga.					$2,941.50
				200.000000	$13.25	1.1100	$2,941.50	
69	260529204250	Ea.	Spring nuts, steel channel, long, 3/8" 3/8"					$1,221.00
				200.000000	$5.50	1.1100	$1,221.00	
70	260529204850	Ea.	Splice plate, steel channel Splice plate					$281.27
				10.000000	$25.34	1.1100	$281.27	
71	260529205550	Ea.	Beam clamp, small Beam clamp, small					$1,691.64
				30.000000	$50.80	1.1100	$1,691.64	
72	260529206100	Ea.	Strap, steel channel, rigid conduit, 1" diameter 1" diameter					$183.15
				50.000000	$3.30	1.1100	$183.15	
73	260529206350	Ea.	Strap, steel channel, rigid conduit, 3" diameter 3" diameter					$79.03
				10.000000	$7.12	1.1100	$79.03	
74	260529207630	Ea.	Hammer on z purlin clip, 1/4" & 3/8" flange threaded rod hanger Z purlin clip, 1/4" & 3/8" flange threaded rod hanger					$324.01

QTY	Unit Price	Factor	Total
30.000000	$9.73	1.1100	$324.01

75 260533132430 Ea. Rigid galvanized steel conduit couplings, 3" diameter, to 10' high 3" diameter $708.98

QTY	Unit Price	Factor	Total
16.000000	$39.92	1.1100	$708.98

76 260533154020 Ea. Rigid galvanized steel conduit nipples, 3" diameter, 12" long, incl locknuts and bushings 12" long $2,256.41

QTY	Unit Price	Factor	Total
12.000000	$169.40	1.1100	$2,256.41

77 260533182550 Ea. Pull boxes, steel, type SC, raintight & weatherproof, 30" L x 24" W x 12" D, NEMA 3R 30" L x 24" W x 12" D $1,292.84

QTY	Unit Price	Factor	Total
1.000000	$1,164.72	1.1100	$1,292.84

78 260533251550 Ea. Conduit fittings for rigid galvanized steel, standard, steel insulated, 3" diameter 3" diameter $825.44

QTY	Unit Price	Factor	Total
12.000000	$61.97	1.1100	$825.44

79 260533252670 Ea. Conduit fittings for rigid galvanized steel, nipples chase, insulated, 3" diameter 3" diameter $413.85

QTY	Unit Price	Factor	Total
4.000000	$93.21	1.1100	$413.85

80 260533257960 Ea. Conduit fittings for rigid galvanized steel, explosion proof, sealing hubs, 3" by 4" 3" by 4" $5,127.00

QTY	Unit Price	Factor	Total
12.000000	$384.91	1.1100	$5,127.00

81 260526800380 C.L.F. Ground wire, copper wire, bare solid, #2 #2 $4,602.50

QTY	Unit Price	Factor	Total
10.000000	$414.64	1.1100	$4,602.50

82 260526802200 Ea. Water pipe ground clamps, heavy duty, bronze, 2-1/2" to 3" diameter 2-1/2" to 3" diameter $424.97

QTY	Unit Price	Factor	Total
2.000000	$191.43	1.1100	$424.97

83 260526803770 C.L.F. Insulated ground wire, copper, stranded, #2 #2 $787.43

QTY	Unit Price	Factor	Total
2.000000	$354.70	1.1100	$787.43

84	260526802790	Ea.	Exothermic weld, mold reusable for above Mold, reusable, for above				$812.43
			QTY	Unit Price	Factor	Total	
			4.000000	$182.98	1.1100	$812.43	
85	260526800250	Ea.	Ground clamp, bronze, 3/4" diameter 3/4" diameter				$40.49
			QTY	Unit Price	Factor	Total	
			2.000000	$18.24	1.1100	$40.49	
86	260526800100	Ea.	Grounding rod, copper clad, 10' long, 3/4" diameter 3/4" diameter				$363.35
			QTY	Unit Price	Factor	Total	
			2.000000	$163.67	1.1100	$363.35	
87	260533131950	L.F.	Rigid galvanized steel conduit, 3-1/2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF 3-1/2" diameter				$4,439.56
			QTY	Unit Price	Factor	Total	
			60.000000	$66.66	1.1100	$4,439.56	
88	260533132200	Ea.	Rigid galvanized steel conduit elbows, 3-1/2" diameter, to 10' high 3-1/2" diameter				$3,084.91
			QTY	Unit Price	Factor	Total	
			12.000000	$231.60	1.1100	$3,084.91	
89	260533132450	Ea.	Rigid galvanized steel conduit couplings, 3-1/2" diameter, to 10' high 3-1/2" diameter				$716.75
			QTY	Unit Price	Factor	Total	
			12.000000	$53.81	1.1100	$716.75	
90	260533251930	Ea.	Conduit fittings for rigid galvanized steel, grounding bushing, insulated, 3-1/2" diameter 3-1/2" diameter				$2,108.96
			QTY	Unit Price	Factor	Total	
			12.000000	$158.33	1.1100	$2,108.96	
91	260533251570	Ea.	Conduit fittings for rigid galvanized steel, standard, steel insulated, 3-1/2" diameter 3-1/2" diameter				$3,318.81
			QTY	Unit Price	Factor	Total	
			24.000000	$124.58	1.1100	$3,318.81	
92	260519901650	C.L.F.	Wire, copper, stranded, 600 volt, 2/0, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray 2/0				$6,601.06
			QTY	Unit Price	Factor	Total	
			10.000000	$594.69	1.1100	$6,601.06	
93	262813103100	Ea.	Fuses, current limiting, 250 or 600 V, 601 to 1,200 amp, class L Class L, current limiting, 250 or 600 volt, 601 to 1,200 amp				$2,348.65

QTY	Unit Price	Factor	Total
3.000000	$705.30	1.1100	$2,348.65

94		262413201040	Ea.	Switchboards, main fusible switch, 3 pole, 4 wire, 277 or 480 V, 1,200 amp, incl fuse 1,200 amp	$11,002.43

QTY	Unit Price	Factor	Total
1.000000	$9,912.10	1.1100	$11,002.43

95		260519903200	C.L.F.	Wire, copper, stranded, 600 volt, 3/0, type XHHW, normal installation conditions in wireway, conduit, cable tray 3/0	$9,519.69

QTY	Unit Price	Factor	Total
10.224360	$838.81	1.1100	$9,519.69

96	Earthwork	312323130600	B.C.Y.	Backfill and compact, by hand, 6" layers, compaction in layers, vibrating plate, add to above Vibrating plate, add	$1,405.26

QTY	Unit Price	Factor	Total
200.000000	$6.33	1.1100	$1,405.26

97		312316130600	B.C.Y.	Excavating, trench or continuous footing, common earth, 1 C.Y. excavator, truck mounted, 6' to 10' deep, excludes sheeting or dewatering 1 C.Y. excavator, truck mounted	$1,047.84

QTY	Unit Price	Factor	Total
200.000000	$4.72	1.1100	$1,047.84

- Purchase and installation of 600kw Diesel powered Backup Generator set at the location specified by Dona Ana County – **$382,116.75**
- Reinforced concrete pad for Generator - **$15,000.00**
- Purchase and installation of 1200-amp Automatic Transfer Switch - **$21,000.00**
- Purchase and installation of Annunciator – **Included w/ Gen Set**
- Start-up, testing, and training (By Generator Manufacturer) – **Included w/ Gen Set**
- 24-hour diesel fuel tank – **Included w/ Gen Set**
- The first initial Diesel filling of 24-hour tank (1 time only) - **$6,000.00**
- Required Electrical Service rearrangement and New Electrical Wiring to accommodate Backup Generator installation - **$111,825.00**
- Disconnection and removal of existing electrical equipment - **$8,000.00**
- Electrical Engineering – **$6,500.00**
- Plan Review - **$175.00**
- Electrical Permitting & Inspections - **$1,500.00**
- 6.4975% New Mexico GRT - **$35,873.79**
- Coordination with Dona Ana County for required outages (2 different outages may be required)

OEM Emergency Operations Center – Back-up Generator - **$587,990.54**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Media & Public Communications	September 19, 2025
Initiating Department	**Meeting Date**
Scott Andrews, County Manager	8
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM SEPTEMBER 30- OCTOBER 3 AS WALK TO SCHOOL IN DOÑA ANA COUNTY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

International Walk to School Day is a global event taking place in more than 40 countries with students walking and biking to school on the same day. The event, which began in 1997 as a one-day occasion, has become a movement filled with month-long support each year in October for year-round safe routes to school. The schools in Doña Ana County participate annually, making it a celebration that brings communities together.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 9/12/2025
Amanda Gomez, Department Manager	Final Approval - 9/12/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

WHEREAS, International Walk to School Day is celebrated globally to encourage children and families to embrace walking and bicycling as a way to promote physical activity, reduce traffic congestion, and enhance community connections; and

WHEREAS, walking and bicycling to school can improve the health and well-being of students, offering them an opportunity to incorporate physical activity into their daily routines, thereby helping to combat childhood obesity and related health issues; and

WHEREAS, Each year has seen more participation since the program's local inception in 2007 and 100 percent of the elementary schools take part, since 2017; and

WHEREAS, year-round events promote regular walking and biking to school and 20 of the 25 elementary schools host weekly walking school buses, rain or shine while three schools hold the events monthly; and

WHEREAS, we are committed to ensuring the safety and security of all children and recognize the importance of safe, accessible walking and bicycling routes to school as a priority for our community.

NOW THEREFORE, the Doña Ana County Board of Commissioners does hereby proclaim September 30, October 1, October 2 and October 3 as;

Walk to School Days

PROUNDLY PROCLAIMED this 19th day of September 2025

County Manager for Doña Ana County, New Mexico

__________________________________ ___ yea ___ nay

Scott Andrews

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	September 19, 2025
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	9
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

REGULAR MEETING MINUTES FOR SEPTEMBER 9, 2025

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 9/12/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

REGULAR MEETING MINUTES

Chair Christopher Schaljo-Hernandez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday September 9, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:08:00

Invocation/Moment of Silence: Moment of Silence

Time: 9:08:15

Pledge of Allegiance

Time: 9:08:45

Led by Chair Schaljo-Hernandez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:09:05

Led by Brandi Delgado, Administrative Assistant

District 2: Gloria Gameros, Commissioner- Present
District 3: Shannon Reynolds, Commissioner- Present
District 5: Manuel Sanchez, Commissioner- Present
District 4: Susana Chaparro, Vice-Chair- Present-attended @ 9:09:50 via WebEx
District 1: Christopher Schaljo-Hernandez, Chair- Present

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:09:30

In order to listen to Changes to the Agenda go to:
https://youtu.be/8CNj59thGAI?t=1011

There were no changes to the agenda.

CONSENT AGENDA

Time: 9:10:30

In order to listen to Consent Agenda go to:
https://youtu.be/8CNj59thGAI?t=1063

1.	Doña Ana County Treasurer's Financial Report for the month of June 2025	Marisol Richardson, County Treasurer
2.	Approve Budget Revision and **Resolution** allocating funds Opioid Settlement Expenditures	Jamie Michael, HHS Director

RESOLUTION NO. 2025-100

3.	Approve a $331,349 budget revision **resolution** from reserves to the OEM emergency fund budget and a task order with IEM under the multi-service agreement for flood recovery support	Amanda Bowen, OEM Manager

RESOLUTION NO. 2025-101

4.	Memorandum of Understanding (MOU) with the New Mexico Secretary of State in the amount of $223,798.92 to conduct and administer the 2025 Regular Local Election, with associated Budget Revision and **Resolution**	Amanda López Askin, County Clerk

RESOLUTION NO. 2025-102

5.	The Doña Ana County Facilities & Services Department requests BOCC approval and acceptance of the listed grant agreements for full execution and is prepared to implement the projects upon final approval from DFA. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, change orders, and renewals associated with these projects. Approval of the associated budget revision and budget **resolution** is also requested	Robert Herrera, Facilities & Services, Director Justin Weaver, Project Manager

RESOLUTION NO. 2025-103

6.	Budget Revision and **Resolution** for agency evaluation contract services in the amount of $130,000 and the purchase of two (2) ambulances in the amount of $591,400 for FY26 from County Reserves	Andrew Bowen, Interim Fire Chief

RESOLUTION NO. 2025-104

7.	Application to apply for a New Mexico Grant Council Grant though the State Fire Marshal's Office to purchase fire apparatus and fire equipment	Andrew Bowen, Interim Fire Chief

Motion to approve consent agenda items 1-7 by Commissioner Sanchez

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve consent agenda passed with a vote of 5-0

Note: Chair Schaljo-Hernandez introduced, Jose Gallegos the New Director of the South Central Solid Waste Authority (SCSWA)

<u>EMPLOYEE RECOGNITION</u>

Time: 9:14:40

In order to listen to Employee Recognition go to:
https://youtu.be/8CNj59thGAI?t=1313

Name	Department	Years of Service
Mitchell Moore	Sheriff's	10
Nathan Jimerson	Sheriff's	10
Noel Hernandez	Detention Center	10
Jonathan Gonzalez	Detention Center	10
Joab Puente	Detention Center	20

<u>EMPLOYEE SPECIAL RECOGNITION</u>

Time: 9:16:10

In order to listen to Employee Special Recognition go to:
https://youtu.be/8CNj59thGAI?t=1403

Name	Department	Award
Jacob Alderete	Detention Center	Employee of the Month (Internal)
Michelle Blackwell	Flood	Employee Special Recognition
Mireya Rascon	Utilities	Employee Special Recognition (Month of July)

PROCLAMATIONS

8. Proclamation declaring the week of September 21-27, 2025 as Startup Week — Scott Andrews, County Manager

   Time: 9:20:05

   In order to listen to Proclamation go to:
   https://youtu.be/8CNj59thGAI?t=1638

9. Proclamation recognizing the 30th Anniversary of the Paso del Norte Health Foundation — Scott Andrews, County Manager

   Time: 9:30:25

   In order to listen to Proclamation go to:
   https://youtu.be/8CNj59thGAI?t=2258

PUBLIC INPUT

Time: 9:37:20

In order to listen to Public Input go to:
https://youtu.be/8CNj59thGAI?t=2673

COMMISSION INPUT

Time: 10:14:20

In order to listen to Commission Input go to:
https://youtu.be/8CNj59thGAI?t=4897

COUNTY ELECTED OFFICIALS' INPUT

Time: 10:17:50

In order to listen to County Elected Officials Input go to:
https://youtu.be/8CNj59thGAI?t=5103

STAFF INPUT

Time: 10:19:55
In order to listen to Staff Input go to:
https://youtu.be/8CNj59thGAI?t=5226

COMMISSION-APPOINTED BOARD REPORT BACKS

Time: 10:30:15

In order to listen to Commission-Appointed Board Report Backs Input go to:
https://youtu.be/8CNj59thGAI?t=5848

PRESENTATIONS

10. Workday Project Review and Current Updates — Geof Abruzzi, IT Applications Programming Manager

    Time: 10:33:30

In order to listen to Updates go to:
https://youtu.be/8CNj59thGAI?t=6043

11. Overview of Colonias Windshield Survey data collection project — Jamie Michael, HHS Director

Time: 10:52:30

In order to listen to Project go to:
https://youtu.be/8CNj59thGAI?t=7183

MINUTES

12. Regular Meeting Minutes for August 26, 2025 and Work Session September 02, 2025 — Brandi Delgado, Administrative Assistant

Time: 11:32:55

In order to listen to Minutes go to:
https://youtu.be/8CNj59thGAI?t=9610

Motion to Regular Meeting Minutes for August 26, 2025 and Work Session September 02, 2025 by Commissioner Sanchez

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve minutes passed with a vote of 5-0

APPROVALS

13. Approve **resolution** of an MOU between Doña Ana County and the Village of Hatch for fire and EMS services — Andrew Bowen, Interim Fire Chief

Time: 11:33:55

In order to listen to the resolution go to:
https://youtu.be/8CNj59thGAI?t=9668

Motion to approve a resolution of an MOU between Doña Ana County and the Village of Hatch for fire and EMS services by Commissioner Sanchez

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve resolution passed with a vote of 5-0

RESOLUTION NO. 2025-105

14. Authorization to Publish Notice of Hearing, Title, and General Summary for a Local Development Act (LEDA) Ordinance approving Reduced Permit Fees for Project Jupiter — Christina Ainsworth, Community Development Director; Denisse Carter Economic Development Director

Time: 11:37:45

In order to listen to Publication go to:
https://youtu.be/8CNj59thGAI?t=9898

Motion to Publish Notice of Hearing, Title, and General Summary for a Local Development Act (LEDA) Ordinance approving Reduced Permit Fees for Project Jupiter by Commissioner Gameros

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve publication passed with a vote of 4-1

HEARINGS and ORDINANCES

15. Final Plat Approval for a Type II Subdivision to be known as Vado New Horizons Subdivision, Phase 1 — Christina Ainsworth, Community Development Director

Time: 11:40:00

In order to listen to Plat Approval go to:
https://youtu.be/8CNj59thGAI?t=10034

Motion to approve Final Plat Approval for a Type II Subdivision to be known as Vado New Horizons Subdivision, Phase 1 by Chair Schaljo-Hernandez

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve plat passed with a vote of 4-0

COMMISSION INPUT (FOLLOW-UP)

Time: 11:52:00
There was no Commission Input given

CORRESPONDENCE

16. Correspondence received by Doña Ana County

Time:11:52:10

In order to listen to Correspondence go to:
https://youtu.be/8CNj59thGAI?t=10762

1. Naomi Laycock vs. DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978)

Time: 11:52:30

In order to listen to motion to go into closed session go to:
https://youtu.be/8CNj59thGAI?t=10785

Motion to convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Chair Schaljo-Hernandez

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to go into closed session passed with a vote of 4-0

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 1:11:15

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

Time: 1:11:30

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

____
Amanda López Askin, Ph.D. County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	September 19, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	10
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF DOÑA ANA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (PROJECT JUPITER) SERIES 2025A, SERIES 2025B AND SERIES 2025C, COLLECTIVELY IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT UP TO $165,000,000,000 (THE "BONDS"), WITH SERIES 2025A BEING IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF $15,000,000,000, SERIES 2025B BEING IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF UP TO $25,000,000,000 AND CONSISTING OF FOUR ANTICIPATED SUBSERIES, AND SERIES 2025C BEING IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF UP TO $125,000,000,000. THE PROJECT WOULD INCLUDE THE CONSTRUCTION, DEVELOPMENT, AND ACQUISITION OF A HYPERSCALE, ARTIFICIAL INTELLIGENCE (AI) DATA CENTER CAMPUS, A COLLOCATED MICROGRID, AND RELATED INFRASTRUCTURE AND FACILITIES, LOCATED WITHIN THE BOUNDARIES OF DOÑA ANA COUNTY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Project Jupiter submitted an application to the County for issuance of Industrial Revenue Bonds in an aggregate amount of $165,000,000,000 for a project to be located in an unincorporated portion of the County in the 16 OUT tax district, for the construction, development, and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Ordinance
Lease
Indenture
Bond Purchase Agreement

SUMMARY OF FINANCIAL IMPACT

Property tax abatement by statute is recovered in part by PILOT payment by the company.

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 9/8/2025
Christina Ainsworth, Community Development Director	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/8/2025
Scott Andrews, County Manager	Approved - 9/9/2025
Stephen Lopez, Assistant County Manager	New -

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

DOÑA ANA COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 2025-[__]

AUTHORIZING THE ISSUANCE AND SALE OF DOÑA ANA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (PROJECT JUPITER) SERIES 2025A, SERIES 2025B AND SERIES 2025C, COLLECTIVELY IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT UP TO $165,000,000,000 (THE "BONDS"), WITH SERIES 2025A BEING IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF $15,000,000,000, SERIES 2025B BEING IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF UP TO $25,000,000,000 AND CONSISTING OF FOUR ANTICIPATED SUBSERIES, AND SERIES 2025C BEING IN A MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF UP TO $125,000,000,000 AND CONSISTING OF FOUR ANTICIPATED SUBSERIES TO PROVIDE FUNDS TO THE DEVELOPMENT OF PROJECT JUPITER, WHICH IS ANTICIPATED AS CONSISTING OF THE ACQUISITION, DEVELOPMENT, INSTALLATION, CONSTRUCTION AND EQUIPPING OF POWER GENERATION, BATTERY STORAGE AND A MICROGRID FACILITY, THE ACQUISITION, DEVELOPMENT, INSTALLATION, CONSTRUCTION AND EQUIPPING OF FOUR ANTICIPATED DATA CENTER FACILITIES, AND THE EQUIPPING OF THOSE SAME DATA CENTER FACILITIES BY THE TENANT OF THOSE DATA CENTER FACILITIES, ALL OF WHICH TO BE LOCATED WITHIN THE BOUNDARIES OF THE COUNTY, BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF NINE ANTICIPATED INDENTURES, EIGHT ANTICIPATED SUB-SUBLEASE AGREEMENTS, NINE ANTICIPATED LEASE AGREEMENTS, NINE ANTICIPATED BOND PURCHASE AGREEMENTS, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECTS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Doña Ana County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to Sections 4-3-1 through 4-3-4, NMSA 1978; and

WHEREAS, pursuant to the Industrial Revenue Bond Act (Sections 4-59-1 through 4-59-16, NMSA 1978, as amended) (the "Act"), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the county to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Yucca Growth Infrastructure, LLC, a Delaware limited liability company (the "Series 2025A Company"), which will be authorized to do business in New Mexico prior to the issuance of the Series 2025A Bonds (defined below), has proposed to the County that it will construct and operate the Series 2025A Project (defined below); Red Chiles A, LLC, a Delaware limited liability company, Red Chiles B, LLC, a Delaware limited liability company, Red Chiles C, LLC a Delaware limited liability company, and Red Chiles D, LLC a Delaware limited liability company (each with its successors, assigns, affiliates and subsidiaries, a "Series 2025B Company" and, collectively, the "Series 2025B Companies"), each of which will be authorized to do business in New Mexico prior to the issuance of the Series 2025B Bonds (defined below), has proposed to the County that it will construct and operate the Series 2025B Project (defined below); and Green Chile Ventures LLC, a Delaware limited liability company (together with its successors, assigns, affiliates and subsidiaries, the "Series 2025C Company" and together with the Series 2025A Company and Series 2025B Companies, the "Companies"), which will be authorized to do business in New Mexico prior to the issuance of the Series 2025C Bonds (defined below), has proposed to the County that it will equip and operate the Series 2025C Project (defined below); and

WHEREAS, the Series 2025A Company has presented to the Doña Ana County Board of County Commissioners (the "Commission") a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A (or such other series designation as set forth in the Series 2025A Indenture (defined below)) (the "Series 2025A Bonds"), to finance the "Series 2025A Project," which will consist of the acquisition, construction, equipping and installation of certain power generation, battery storage, a microgrid and related infrastructure, facilities and real property (the "Series 2025A Project Property"), which shall be located in the County and outside the corporate limits of any municipality in the County (the "Series 2025A Project Site"); and

WHEREAS, the Series 2025B Companies have presented to the Commission a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025B (or such other series designation as set forth in the Series 2025B Indentures (defined below)) (the "Series 2025B Bonds") in four anticipated subseries, to finance the "Series 2025B Project," which will consist of the acquisition, construction, equipping and installation of certain data center facilities and related infrastructure, facilities, and real property (the "Series 2025B Project Property"), which shall be located in the County and outside the corporate limits of any municipality in the County (the "Series 2025B Project Site"); and

WHEREAS, the Series 2025C Company has presented to the Commission a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025C (or such other series designation as set forth in the Series 2025C Indentures (defined below)) (the "Series 2025C Bonds" and together with the Series 2025A Bonds and Series 2025B Bonds, the "Bonds") in four anticipated subseries, to finance the "Series 2025C Project," which will consist of the acquisition, equipping and installation of certain data center facilities and related infrastructure and facilities (the "Series 2025C Project Property" and together with the Series

2025A Project Property and Series 2025B Project Property, the “Project Property”), which shall be located in the County and outside the corporate limits of any municipality in the County (the “Series 2025C Project Site” and together with the Series 2025A Project Site and Series 2025B Project Site, the “Project Site”); and

WHEREAS, under the Series 2025A Company’s proposal, the County would enter into an indenture (the “Series 2025A Indenture”) with an affiliated entity serving as the purchaser of the Series 2025A Bonds (the “Series 2025A Purchaser”), the Series 2025A Company, and a to-be-identified depositary bank (the “Depositary”), under the Series 2025B Companies’ proposal, the County would enter into four indentures (the “Series 2025B Indentures”) with affiliated entities serving as the purchasers of the Series 2025B Bonds (the “Series 2025B Purchasers”), the Series 2025B Companies, and the Depositary, and under the Series 2025C Company’s proposal, the County would enter into four indentures (the “Series 2025C Indentures” and together with the Series 2025A Indenture and Series 2025B Indentures, the “Indentures”) with an affiliated entity serving as the purchaser of the Series 2025C Bonds (the “Series 2025C Purchaser” and together with the Series 2025A Purchaser and Series 2025B Purchasers, the “Purchasers”), the Series 2025C Company, and the Depositary, pursuant to each of which and together with this ordinance (the “Bond Ordinance”), the County would issue the Bonds; and

WHEREAS, under the Series 2025A Company’s proposal, the County and the Series 2025A Company would enter into a lease agreement (the “Series 2025A Lease”) pursuant to which the Series 2025A Company will lease the Series 2025A Project Property from the County and the Series 2025A Company will make payments sufficient to pay the principal of and interest on the Series 2025A Bonds and to pay all other Series 2025A Company obligations incurred pursuant to the provisions of the 2025A Lease and this Bond Ordinance; and

WHEREAS, under the Series 2025A Company’s proposal, the Series 2025A Company anticipates subleasing certain of its interests in the Series 2025A Lease to the Series 2025B Companies and the Series 2025C Company; and

WHEREAS, under the Series 2025B Companies’ proposal, the County and the Series 2025B Companies would enter into four anticipated sub-sublease agreements (the “Series 2025B Sub-Subleases”), pursuant to which the Series 2025B Companies will sub-sublease their leasehold interests in the Series 2025A Lease to the County, and four anticipated lease agreements (the “Series 2025B Leases”), pursuant to which the Series 2025B Companies will lease the Series 2025B Project Property from the County and the Series 2025B Companies will make payments sufficient to pay the principal of and interest on the Series 2025B Bonds and to pay all other Series 2025B Companies obligations incurred pursuant to the provisions of the Series 2025B Leases and this Bond Ordinance; and

WHEREAS, under the Series 2025B Companies’ proposal, the Series 2025B Companies will sublease certain of their interests in the Series 2025B Leases to the Series 2025C Company; and

WHEREAS, under the Series 2025C Company’s proposal, the County and the Series 2025C Company would enter into four anticipated sub-sublease agreements (the “Series 2025C

Sub-Subleases" and together with the Series 2025B Sub-Subleases, the "Sub-Subleases"), pursuant to which the Series 2025C Company will sub-sublease its leasehold interests in the Series 2025A Lease and Series 2025B Leases to the County, and four anticipated lease agreements (the "Series 2025C Leases" and together with the Series 2025A Lease and Series 2025B Leases, the "Leases"), pursuant to which the Series 2025C Company will lease the Series 2025C Project Property from the County and the Series 2025C Company will make payments sufficient to pay the principal of and interest on the Series 2025C Bonds and to pay all other Series 2025C Company's obligations incurred pursuant to the provisions of the Series 2025C Lease and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (as defined below) and to issue, execute and deliver the Bonds pursuant to the Act and the Bond Ordinance; and

WHEREAS, the Series 2025A Bonds in a principal amount not to exceed $15,000,000,000 will be issued, sold and delivered by the County in a private sale to the Series 2025A Purchaser pursuant to a bond purchase agreement to be dated as of the initial date of delivery of the Series 2025A Bonds among the County, the Series 2025A Purchaser and the Series 2025A Company (the "Series 2025A Bond Purchase Agreement"); and

WHEREAS, the Series 2025B Bonds in an aggregate, principal amount not to exceed $25,000,000,000 in four anticipated subseries will be issued, sold and delivered by the County in private sales to the Series 2025B Purchasers pursuant to bond purchase agreements to be dated as of the initial date of delivery of the Series 2025B Bonds among the County, the Series 2025B Purchasers and the Series 2025B Companies (the "Series 2025B Bond Purchase Agreements"); and

WHEREAS, the Series 2025C Bonds in an aggregate, principal amount not to exceed $125,000,000,000 in four anticipated subseries will be issued, sold and delivered by the County in private sales to the Series 2025C Purchaser pursuant to bond purchase agreements to be dated as of the initial date of delivery of the Series 2025C Bonds among the County, the Series 2025C Purchaser and the Series 2025C Company (the "Series 2025C Bond Purchase Agreements" and together with the Series 2025A Bond Purchase Agreement and the Series 2025B Bond Purchase Agreements, the "Bond Purchase Agreements"); and

WHEREAS, the proceeds of the Series 2025A Bonds shall be applied to pay the costs of acquiring, constructing and installing the Series 2025A Project Property and to pay certain costs associated with the issuance and sale of the Series 2025A Bonds; and

WHEREAS, the proceeds of the Series 2025B Bonds shall be applied to pay the costs of acquiring, constructing and installing the Series 2025B Project Property and to pay certain costs associated with the issuance and sale of the Series 2025B Bonds; and

WHEREAS, the proceeds of the Series 2025C Bonds shall be applied to pay the costs of acquiring, constructing and installing the Series 2025C Project Property and to pay certain costs associated with the issuance and sale of the Series 2025C Bonds; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents (as defined below) and other documents related thereto; and

WHEREAS, the County will enter into the following agreements in connection with the issuance of the Bonds:

1. The Sub-Subleases
2. The Leases
3. The Indentures
4. The Bond Purchase Agreements

(collectively referred to in this Bond Ordinance as the "Bond Documents"); and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Companies' proposals, has concluded that it is desirable at this time to authorize the issuance of the Series 2025A Bonds to finance the Series 2025A Project, the Series 2025B Bonds to finance the Series 2025B Project, and the Series 2025C Bonds to finance the Series 2025C Project, and that the County's issuance of the Bonds will constitute and be a valid public purpose under the Act; and

WHEREAS, this Commission has been advised by its bond counsel that the disclosure provisions of Rule 15c2-12 of the United States Securities and Exchange Commission are not applicable to this transaction inasmuch as the Series 2025A Bonds are being sold in a private sale to the Series 2025A Purchaser, the Series 2025B Bonds are being sold in a private sale to the Series 2025B Purchasers, and the Series 2025C Bonds are being sold in a private sale to the Series 2025C Purchaser, without participation of an underwriter in either private sale; and

WHEREAS, there has been published in the *Las Cruces Sun-News*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, and size of the Series 2025A Project, the Series 2025B Project, and the Series 2025C Project and the amount of the Bonds anticipated to be issued collectively to finance the Series 2025A Project, the Series 2025B Project, and the Series 2025C Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, payments in lieu of tax ("PILOTs") will be paid to the County, the School Districts (as defined in the Series 2025A Lease) in compliance with Section 4-59-4(A)(2) NMSA1978, as amended, and the Hueco/Lower Rio Grande Flood District for each year in which the Series 2025A Bonds are outstanding, as reflected in the form of the Series 2025A Lease approved in connection with this Bond Ordinance; and

WHEREAS, PILOTs will be paid to the County for each year in which the Series 2025B Bonds are outstanding, as reflected in the form of the Series 2025B Leases approved in connection with this Bond Ordinance; and

WHEREAS, PILOTs will be paid to the County for each year in which the Series 2025C Bonds are outstanding, as reflected in the form of the Series 2025C Leases approved in connection with this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Bonds at least thirty (30) days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF DOÑA ANA COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds, the Series 2025A Project, the Series 2025B Project and the Series 2025C Project and hereby finds and determines that the issuance of the Bonds pursuant to the Bond Ordinance to provide funds for the acquisition, construction and installation of the Project Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The Series 2025A Bonds will be issued for the purpose of financing the acquisition, construction and equipping of the Series 2025A Project.

(2) The Series 2025B Bonds will be issued for the purpose of financing the acquisition, construction and equipping of the Series 2025B Project.

(3) The Series 2025C Bonds will be issued for the purpose of financing the acquisition and equipping of the Series 2025C Project.

(4) The aggregate face amount of obligations to be issued with respect to financing the Series 2025A Project will not collectively exceed $15,000,000,000.

(5) The aggregate face amount of obligations to be issued with respect to financing the Series 2025B Project will not collectively exceed $25,000,000,000.

(6) The aggregate face amount of obligations to be issued with respect to financing the Series 2025C Project will not collectively exceed $125,000,000,000.

(7) The developer of the Series 2025A Project is the Series 2025A Company.

(8) The developers of the Series 2025B Project are the Series 2025B Companies.

(9) The developer of the Series 2025C Project is the Series 2025C Company.

(10) The Series 2025A Company has represented that the location of the Series 2025A Project Site is within the map attached to this Bond Ordinance as Exhibit A.

(11) The Series 2025B Companies have represented that the location of the Series 2025B Project Site is within the map attached to this Bond Ordinance as Exhibit B.

(12) The Series 2025C Company has represented that the location of the Series 2025C Project Site is within the map attached to this Bond Ordinance as Exhibit C.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Series 2025A Bonds in a principal amount not to exceed $15,000,000,000 and the use of the proceeds of the Series 2025A Bonds to finance the cost of the Series 2025A Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 2025A Bonds at par at a purchase price not to exceed $15,000,000,000 is approved.

The issuance of the Series 2025B Bonds in four anticipated subseries in a maximum, aggregate principal amount not to exceed $25,000,000,000 and the use of the proceeds of the Series 2025B Bonds to finance the cost of the Series 2025B Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 2025B Bonds at par at a maximum, aggregate principal amount not to exceed $25,000,000,000 is approved.

The issuance of the Series 2025C Bonds in four anticipated subseries in a maximum, aggregate principal amount not to exceed $125,000,000,000 and the use of the proceeds of the Series 2025C Bonds to finance the cost of the Series 2025C Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Series 2025C Bonds at par at a maximum, aggregate principal amount not to exceed $125,000,000,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Series 2025A Bonds shall (i) be in the form and denomination, shall be numbered, dated, and contain the series designation as set forth in the Series 2025A Indenture (including, but not limited to, a series designation corresponding to the year in which the Series 2025A Bonds are issued), (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the Series 2025A Indenture; and (iii) be issued in a principal amount not to collectively exceed $15,000,000,000, bearing interest at the rate and maturing on the date set forth in the Series 2025A Indenture.

Subject to the limitations set forth in this Bond Ordinance, each subseries of the Series 2025B Bonds shall (i) be in the form and denomination, shall be numbered, dated, and contain the subseries designation as set forth in each of the Series 2025B Indentures (including, but not limited to, series designations corresponding to the year in which each of the subseries of the Series 2025B Bonds are issued), (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in each of the Series 2025B Indentures; and (iii) when combined will be issued in a principal amount not to collectively exceed $25,000,000,000, bearing interest at the rate and maturing on the date set forth in each of the Series 2025B Indentures.

Subject to the limitations set forth in this Bond Ordinance, each subseries of the Series 2025C Bonds shall (i) be in the form and denomination, shall be numbered, dated, and contain the subseries designation as set forth in each of the Series 2025C Indentures (including, but not limited to, series designations corresponding to the year in which each of the subseries of the Series 2025C Bonds are issued), (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in each of the Series 2025C Indentures; and (iii) when combined will be issued in a principal amount not to collectively exceed $125,000,000,000, bearing interest at the rate and maturing on the date set forth in each of the Series 2025C Indentures.

C. Execution. The Bonds shall be signed by the presiding officer of the Board of the Commission.

D. Interest Rate. The interest rate on the Bonds shall not exceed five percent (5%) per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The Bond Documents in the form presented to the Commission and attached to this Bond Ordinance as Exhibit D are hereby approved. The Chair and Vice Chair of the Commission are each authorized to approve the final form, terms and provisions of the Bond Documents on behalf of the Commission, with such changes and revisions as approved by the County Manager, provided that such form, terms and provisions are consistent with this Bond Ordinance, or with such changes and revisions as approved by the Commission by supplemental resolution, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents. The Chair and Vice Chair of the Commission and the County Clerk are each further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents. The Chair and Vice Chair of the Commission, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indentures and shall take such action as is necessary in conformity with the Act to issue the Bonds for the Series 2025A Project, the Series 2025B Project and the Series 2025C Project and for carrying out other transactions as contemplated by this Bond Ordinance, and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 5. DELIVERY OF BONDS. Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds as set forth in the Bond Purchase Agreements and the Indentures, the Bonds shall be executed, authenticated and delivered to the Purchasers. The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indentures.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indentures, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indentures. Other funds and accounts may be established as are necessary under the Indentures.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Series 2025A Bonds, assuming issuance of the Series 2025A Bonds as of October 1, 2025 in the maximum aggregate principal amount of $15,000,000,000; the first, full annual interest payment for the Series 2025A Bonds being due on October 1, 2026; and the Series 2025A Bonds bearing a maximum interest rate of five percent (5%), is as follows:

Year	**Total Debt Service**	**Principal**	**Interest**
2026	$750,000,000	-0-	$750,000,000
2027	$750,000,000	-0-	$750,000,000
2028	$750,000,000	-0-	$750,000,000
2029	$750,000,000	-0-	$750,000,000
2030	$750,000,000	-0-	$750,000,000
2031	$750,000,000	-0-	$750,000,000
2032	$750,000,000	-0-	$750,000,000
2033	$750,000,000	-0-	$750,000,000
2034	$750,000,000	-0-	$750,000,000
2035	$750,000,000	-0-	$750,000,000
2036	$750,000,000	-0-	$750,000,000
2037	$750,000,000	-0-	$750,000,000
2038	$750,000,000	-0-	$750,000,000
2039	$750,000,000	-0-	$750,000,000
2040	$750,000,000	-0-	$750,000,000

2041	$750,000,000	-0-	$750,000,000
2042	$750,000,000	-0-	$750,000,000
2043	$750,000,000	-0-	$750,000,000
2044	$750,000,000	-0-	$750,000,000
2045	$750,000,000	-0-	$750,000,000
2046	$750,000,000	-0-	$750,000,000
2047	$750,000,000	-0-	$750,000,000
2048	$750,000,000	-0-	$750,000,000
2049	$750,000,000	-0-	$750,000,000
2050	$750,000,000	-0-	$750,000,000
2051	$750,000,000	-0-	$750,000,000
2052	$750,000,000	-0-	$750,000,000
2053	$750,000,000	-0-	$750,000,000
2054	$750,000,000	-0-	$750,000,000
2055	$750,000,000	$15,000,000,000	$15,750,000,000

B. The maximum amount necessary in each year to pay the principal of and interest on the Series 2025B Bonds, assuming issuance of the Series 2025B Bonds as of October 1, 2025 in the maximum aggregate principal amount of $25,000,000,000; the first, full annual interest payment for the Series 2025B Bonds being due on October 1, 2026; and the Series 2025B Bonds bearing a maximum interest rate of five percent (5%), is as follows:

Year	**Total Debt Service**	**Principal**	**Interest**
2026	$1,250,000,000	-0-	$1,250,000,000
2027	$1,250,000,000	-0-	$1,250,000,000
2028	$1,250,000,000	-0-	$1,250,000,000
2029	$1,250,000,000	-0-	$1,250,000,000
2030	$1,250,000,000	-0-	$1,250,000,000
2031	$1,250,000,000	-0-	$1,250,000,000
2032	$1,250,000,000	-0-	$1,250,000,000
2033	$1,250,000,000	-0-	$1,250,000,000
2034	$1,250,000,000	-0-	$1,250,000,000
2035	$1,250,000,000	-0-	$1,250,000,000
2036	$1,250,000,000	-0-	$1,250,000,000
2037	$1,250,000,000	-0-	$1,250,000,000
2038	$1,250,000,000	-0-	$1,250,000,000
2039	$1,250,000,000	-0-	$1,250,000,000
2040	$1,250,000,000	-0-	$1,250,000,000
2041	$1,250,000,000	-0-	$1,250,000,000
2042	$1,250,000,000	-0-	$1,250,000,000

2043	$1,250,000,000	-0-	$1,250,000,000
2044	$1,250,000,000	-0-	$1,250,000,000
2045	$1,250,000,000	-0-	$1,250,000,000
2046	$1,250,000,000	-0-	$1,250,000,000
2047	$1,250,000,000	-0-	$1,250,000,000
2048	$1,250,000,000	-0-	$1,250,000,000
2049	$1,250,000,000	-0-	$1,250,000,000
2050	$1,250,000,000	-0-	$1,250,000,000
2051	$1,250,000,000	-0-	$1,250,000,000
2052	$1,250,000,000	-0-	$1,250,000,000
2053	$1,250,000,000	-0-	$1,250,000,000
2054	$1,250,000,000	-0-	$1,250,000,000
2055	$1,250,000,000	$25,000,000,000	$26,250,000,000

C. The maximum amount necessary in each year to pay the principal of and interest on the Series 2025C Bonds, assuming issuance of the Series 2025C Bonds as of October 1, 2025 in the maximum aggregate principal amount of $125,000,000,000; the first, full annual interest payment for the Series 2025B Bonds being due on October 1, 2026; and the Series 2025B Bonds bearing a maximum interest rate of five percent (5%), is as follows:

Year	**Total Debt Service**	**Principal**	**Interest**
2026	$6,250,000,000	-0-	$6,250,000,000
2027	$6,250,000,000	-0-	$6,250,000,000
2028	$6,250,000,000	-0-	$6,250,000,000
2029	$6,250,000,000	-0-	$6,250,000,000
2030	$6,250,000,000	-0-	$6,250,000,000
2031	$6,250,000,000	-0-	$6,250,000,000
2032	$6,250,000,000	-0-	$6,250,000,000
2033	$6,250,000,000	-0-	$6,250,000,000
2034	$6,250,000,000	-0-	$6,250,000,000
2035	$6,250,000,000	-0-	$6,250,000,000
2036	$6,250,000,000	-0-	$6,250,000,000
2037	$6,250,000,000	-0-	$6,250,000,000
2038	$6,250,000,000	-0-	$6,250,000,000
2039	$6,250,000,000	-0-	$6,250,000,000
2040	$6,250,000,000	-0-	$6,250,000,000
2041	$6,250,000,000	-0-	$6,250,000,000
2042	$6,250,000,000	-0-	$6,250,000,000
2043	$6,250,000,000	-0-	$6,250,000,000
2044	$6,250,000,000	-0-	$6,250,000,000
2045	$6,250,000,000	-0-	$6,250,000,000

2046	$6,250,000,000	-0-	$6,250,000,000
2047	$6,250,000,000	-0-	$6,250,000,000
2048	$6,250,000,000	-0-	$6,250,000,000
2049	$6,250,000,000	-0-	$6,250,000,000
2050	$6,250,000,000	-0-	$6,250,000,000
2051	$6,250,000,000	-0-	$6,250,000,000
2052	$6,250,000,000	-0-	$6,250,000,000
2053	$6,250,000,000	-0-	$6,250,000,000
2054	$6,250,000,000	-0-	$6,250,000,000
2055	$6,250,000,000	$125,000,000,000	$131,250,000,000

C. The Bonds will bear interest at a rate not to exceed five percent (5%), per annum.

D. The Bonds may be redeemed at any time without premium.

E. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

F. The Series 2025A Lease shall require that the Series 2025A Company maintain the Series 2025A Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Series 2025A Project Property as provided in the Series 2025A Lease.

F. The Series 2025A Lease shall require the Series 2025A Company make lease payments in an amount sufficient to pay the principal of and interest on the Series 2025A Bonds as principal and interest become due and to pay all related costs.

G. The Series 2025A Lease shall include provisions regarding payment of annual PILOTs to each of the County, the School Districts and the Hueco/Lower Rio Grande Flood District for so long as the Series 2025A Bonds are outstanding.

H. The Series 2025B Leases shall require that the Series 2025B Companies maintain the Series 2025B Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Series 2025B Project Property as provided in the Series 2025B Leases.

I. The Series 2025B Leases shall require the Series 2025B Companies make lease payments in an amount sufficient to pay the principal of and interest on the Series 2025B Bonds as principal and interest become due and to pay all related costs.

J. The Series 2025B Leases shall include provisions regarding payment of annual PILOTs to the County and the Hueco/Lower Rio Grande Flood District for so long as the Series 2025B Bonds are outstanding.

K. The Series 2025C Leases shall require that the Series 2025C Company maintain the Series 2025C Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Series 2025C Project Property as provided in the Series 2025C Leases.

I. The Series 2025C Leases shall require the Series 2025C Company make lease payments in an amount sufficient to pay the principal of and interest on the Series 2025C Bonds as principal and interest become due and to pay all related costs.

J. The Series 2025C Leases shall include provisions regarding payment of annual PILOTs to the County and the Hueco/Lower Rio Grande Flood District for so long as the Series 2025C Bonds are outstanding.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be a special limited obligation of the County, payable solely from the Basic Rent (as defined in the Series 2025A Lease, the Series 2025B Leases, and the Series 2025C Leases) paid by the Companies to the County as described in the Indentures and any other property or interest of the County specifically pledged under the Indentures and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Series 2025A Lease, Series 2025B Leases and Series 2025C Leases contain provisions relating to indemnification which provide that the Companies shall indemnify and hold harmless the County and the Commission and its members, officials, employees and agents against liability to the Companies, or to any third parties, that may be asserted against the County or the Commission, its members, officials, members, officers, employees or agents with respect to the County’s ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Companies, except to the extent Section 56-7-1, NMSA 1978 may preclude such indemnity, and except to the extent that claims for any loss or damage arising out of or resulting from the negligence, gross negligence, or willful misconduct of the County, the Commission, any member thereof, or other official, employee or agent of the County.

Section 10. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation, or agreement of any official, officer, Commission member, or employee of the County in his/her individual capacity, and neither the members of the Commission nor any officials executing the Bonds or the Bond Documents shall be liable personally on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 11. BOND ORDINANCE IRREPEALABLE. After the Bonds are issued, the Bond Ordinance shall be and remain irrepealable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indentures.

Section 12. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 13. SEVERABILITY. If any section, paragraph, clause or provision of the Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of the Bond Ordinance.

Section 14. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Chair of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

[Signature page follows]

Passed and Adopted this 19th day of September 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY. NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____

Amanda López Askin, Ph.D.
County Clerk

EXHIBIT A

SERIES 2025A PROJECT SITE MAP

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

SERIES 2025B PROJECT SITE MAP

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT C

SERIES 2025C PROJECT SITE MAP

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT D

BOND DOCUMENTS

DOÑA ANA COUNTY, NEW MEXICO

AND

YUCCA GROWTH INFRASTRUCTURE, LLC

LEASE AGREEMENT

Dated as of October 1, 2025

$[15,000,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Series 2025A

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Page

DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision, as lessor (together with its successors and assigns, the "Issuer"), and YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company, as lessee (together with its successors, affiliates and assigns, the "Company"), agree:

ARTICLE I - RECITALS

Section 1.1 Recitals.

A. The Company has presented to the Board of County Commissioners, the governing body of the Issuer (the "Board"), a proposal whereby the Issuer will construct, acquire, equip and install improvements for a microgrid, power generation, battery storage, and related infrastructure and facilities, located within the County (the "Project") and whereby the Issuer will issue its Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025 in the maximum aggregate principal amount of $[15,000,000,000] (the "Bonds") to accomplish the construction, acquisition and installation of the Project;

B. The Issuer is authorized under Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation (the "Act"), to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined by Ordinance No. [] (the "Bond Ordinance") that it is desirable to construct, acquire and improve the Project and has pursuant to the Bond Ordinance authorized the issuance of the Bonds;

C. The Bonds are to be issued under an Indenture dated as of October 1, 2025 (together with all amendments and supplements, the "Indenture") among the Issuer, [PURCHASER], a Delaware limited liability company (together with its successors, affiliates and assignees, and permitted transferees of the Bonds, the "Purchaser"), the Company and BOKF, N.A., as Depositary (the "Depositary");

D. The proceeds of the Bonds will be used to finance the construction, acquisition, equipping and installation of the Improvements (as defined in Section 2.1);

E. The Leased Property will be leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Lease"), which is undertaken by the Issuer and the Company, in part, to provide the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein;

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of October [20], 2025 (together with all amendments and supplements the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company;

G. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and to finance the Leased Property for the purposes described above, pursuant to the Indenture and the Bond Ordinance;

H. The Bonds will be special limited obligations of the Issuer payable as provided therein and as provided in the Indenture, and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owner of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Revenues (as defined in the Indenture); and

I. The Company and each of the Subseries 2025B Companies (defined below) and the Subseries 2025C Company (defined below) have separately entered into a Sublease (defined below), pursuant to which the Company will convey certain rights under this Lease to each of the Subseries 2025B Companies and the Subseries 2025C Company.

J. The Company and the Issuer each have full right and lawful authority to enter into this Lease and to perform and observe the provisions hereof on their respective parts to be performed and observed.

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Lease will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or charge against its general credit or taxing powers, but will be payable solely out of Revenues).

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions.

All words and terms defined in the Indenture have the same meanings when used in this Lease and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Additional Payments" has the meaning assigned in Section 5.3(B).

"Additional Tracts" means the real property described on Exhibit B attached hereto and incorporated by reference.

"Additional Tract Transfer" has the meaning assigned in Section 4.1(B).

"Applicable Environmental Law" means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Acquisition Date" means the date of which the Company acquires the Additional Tracts.

"Basic Rent" has the meaning assigned in Section 5.3(A).

"Board" means the Board of County Commissioners of Doña Ana County, New Mexico.

"Bond Documents" means, collectively, this Lease, the Indenture and the Bond Purchase Agreement, each one individually being a "Bond Document."

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Claw-Back" means a Project Claw-Back or a Closure Claw-Back.

"Company Software" means any software code, computer system, network, database, or other information system owned, controlled, or operated by or on behalf of the Company.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Company Financing" means: means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, or other instruments evidencing financial obligations to which the Company, its members or any subsidiary or affiliate of the Company is a party entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement) or during the Term and after the date of initial delivery of the Bonds, for the purpose of obtaining financing of the Leased Property by the Company, its members or any subsidiary or affiliate of the Company, together with any Company Financing Lien.

"Company Financing Lien" means any pledge, encumbrance or other lien, including without limitation any deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in, or conveying title to, all or any portion of the Leased Property or any part thereof or any interest therein (including without limitation the Company's leasehold interest) entered into in connection with a Company Financing.

"Completion Date" has the meaning assigned in Section 4.4.

"Confidential Information" means all non-public information of or relating to Company, its affiliates, the Leased Property, the Project, or the transactions contemplated by the Bond Documents, in any form, that is disclosed or made available by or on behalf of Company to Issuer, Purchaser, Depositary, or their respective Representatives, or is otherwise obtained in connection with the Bond Documents. Confidential Information includes, without limitation: business plans; financial, accounting information; pricing; invoices, requisitions and certificates; plans, specifications, designs, schematics, equipment lists and inventories; network, power and utility diagrams; cybersecurity posture and controls; site access logs, video/images and observations; vendor lists and purchasing data; human resources and employment reports; legal advice and communications; trade secrets; and any security-sensitive infrastructure information. Information remains Confidential Information whether or not marked confidential. Confidential information does not include information that is public, independently developed, rightfully obtained from a non-confidential source, or information that is required by law to be made available to the general public.

"Covered Data" means all information transmitted through, cached and/or stored on, the Leased Property, in any form, format, or media.

"Effective Date" means October [20], 2025.

"Eminent Domain" means the taking of title to, or the temporary use of, all or any part of the Leased Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Leased Property during the pendency of, or as a result of a threat of, such proceedings.

"Equipment" means all equipment, fixtures and furnishings and all personal property of any kind, which is to be acquired and used on or at the Project Site, which is suitable for and used at the Project, and which is subject to depreciation for federal income tax purposes, and that is purchased with proceeds of the Bonds, or the purchase of which is reimbursed with proceeds of the Bonds, together with fixtures, furnishings and other depreciable personal property that are in replacement thereof due to damage or obsolescence.

"Event of Default" has the meaning assigned in Section 7.1.

"Force Majeure" means acts of God; strike, lockout or other industrial disturbance; acts of public enemy; war; terrorist act; sabotage; embargo; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; civil disturbance; insurrection; blockage; riot; pandemic; epidemic; landslide; lightning; earthquake; fire; hurricane; tornado; storm; flood; washout; drought; explosion; discovery of hazardous or toxic materials brought on the Project Site by third parties; partial or entire failure of power, telecommunication, data connectivity or other services to be delivered to the Project by any third party including any local utility provider; delays caused by any dispute resolution process; or any other cause or event not reasonably within the control of the Company.

"Full-Time Employee" or "FTE" means an employee working on aggregate at least 32 hours per week at the Project Site who is offered by the Company, as applicable, all the benefits required by State and federal law for employees of similar characteristics.

"Improvements" means all buildings, structures and other improvements either presently located on the Project Site or to be constructed and installed on the Project Site in connection with the Project, together with necessary site work, including the Equipment.

"Indemnitee" means, collectively, the Indemnified Persons as defined in Section 5.7 hereof and the Indemnified Parties as defined in Section 9.06 of the Indenture.

"Inducement Resolution" means Resolution No. 2025-96 adopted by the Board on August 26, 2025, in connection with the issuance of the Bonds.

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Company and related to the authorization, sale and issuance of the Bonds and authorization and execution of this Lease, which items of expense shall include, but are not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and Company counsel fees, initial fees of the Depositary, and other costs, charges and fees in connection with the foregoing.

"Leased Property" means the Project Site and the Improvements.

"Permitted Liens" means, as of the date of delivery of this Lease and as of any particular time, (i) liens for taxes, if any, to the extent permitted in Section 4.9; (ii) this Lease, any assignment or lease permitted by this Lease; (iii) mechanics', materialmens', carriers' and other similar liens; (iv) any Company Financing Lien; and (v) such minor defects, irregularities, encumbrances, or other liens on the Leased Property as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Leased Property for the purpose for which it is used by the Company or materially detract from the value of the Leased Property.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, or public body.

"PILOT" has the meaning assigned in Section 5.10.

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" has the meaning assigned in Section 1.1(A).

"Project Site" means: (i) prior to the Additional Tract Transfer, the real property identified in Exhibit A attached hereto and incorporated by reference; and (ii) after the Additional Tract Transfer, the real property identified in Exhibit A and the Additional Tracts.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Rent" means Basic Rent and any Additional Payments.

"School Districts" means, collectively, the Gadsden Independent School District, the Las Cruces Public School District, and the Hatch Valley Public School District.

"Security Incident" means any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Covered Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Covered Data.

"Subseries 2025B Companies" means, collectively, Red Chiles A, LLC; Red Chiles B, LLC; Red Chiles C, LLC; and Red Chiles D, LLC.

"Subseries 2025C Company" means Green Chile Ventures LLC.

"Sublease" means a sublease agreement between or among the Company and one or more of the Series 2025B Companies and the Series 2025C Company dated as of October 1, 2025 by which the Company has assigned and subleased certain interests in this Lease to the Series 2025B Companies and the Series 2025C Company.

"Stored Data" means any and all data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, software, firmware, code, scripts, algorithms, and any items similar to any of the foregoing, in each of the foregoing cases, collected, stored, cached, located or resident on or within, or transmitted to or from, in any way and for any period of time, the Leased Property.

"Term" means the period from the date of the execution and delivery of this Lease by the Issuer and the Company to the earlier of the date of Payment of the Bonds, the date of termination of this Lease pursuant to Section 7.2(C), or October 1, 2055.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2 Rules of Construction.

A. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

B. All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

C. Any inconsistency between the provisions of this Lease and the provisions of the Indenture will be resolved in favor of the provisions of the Indenture.

ARTICLE III - REPRESENTATIONS

Section 3.1 Representations by the Issuer

The Issuer represents that, as of the date of delivery of this Lease:

A. The Issuer is a county and political subdivision organized and existing under and pursuant to the laws of the State of New Mexico ("State") and is authorized by the Act to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, and promoting a sound and proper balance in the State between agriculture, commerce and industry. The Issuer has the power under the Act to enter into the transactions contemplated by this Lease, the Indenture and the Bond Purchase Agreement and to carry out its obligations hereunder and thereunder. By proper action, the Issuer has duly authorized the execution and delivery of this Lease, the Indenture and the Bond Purchase Agreement.

B. The Issuer will lease the Leased Property to the Company and will sell the Leased Property to the Company upon the Company's exercise of its option to purchase the Leased Property, all for the purpose of promoting industry and trade by inducing the Company to locate the Project in the State and to promote a sound and proper balance in the State between agriculture, commerce and industry. The Issuer agrees to cooperate with the Company to procure from the appropriate State, county, municipal and other authorities and corporations utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

C. To finance the Costs of the Project (as defined in the Indenture), the Issuer will issue the Bonds. The Bonds shall mature, bear interest and have such other terms and conditions as are set forth in the Indenture.

D. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interests in this Lease (with certain exceptions) and the revenues and receipts derived by the Issuer from the leasing or sale of the Leased Property (with certain exceptions) will be pledged and assigned to the Purchaser as security for payment of the principal of, premium, if any, and interest on the Bonds.

E. The Issuer is in good financial health, is not insolvent, is not currently subject to any voluntary or involuntary bankruptcy proceedings, and under current New Mexico law, does not have the legal capacity or ability to file for bankruptcy protection under the United States Bankruptcy Code or applicable state or federal law. Further, the Issuer is solvent, meaning it is able to pay its debts as they become due in the ordinary course of business and has not made any assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature.

F. The Issuer further covenants and agrees that, during the Term of this Lease, (i) The Issuer will not take any action or fail to take any action with the intent or reasonably foreseeable effect of causing the Issuer to become insolvent or unable to meet its financial obligations when due, (ii) The Issuer will not voluntarily commence or consent to any bankruptcy, receivership, or insolvency proceedings, nor make any assignment for the benefit of creditors, so long as such restriction is permitted by applicable law, and (iii) the Issuer will use its best efforts to maintain its financial health and solvency throughout the Term of this Lease.

G. The execution, delivery and performance of the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the knowledge of the Issuer threatened, against the Issuer, which seeks to or does restrain or enjoin the issuance and delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

H. No officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

Section 3.2 Company Representations.

The Company represents that, as of the date of delivery of this Lease:

A. The Company is a limited liability company duly organized and validly existing under the laws of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease, the Indenture, and the Bond Purchase Agreement.

B. The execution, delivery and performance by the Company of this Lease, the Indenture, and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Company's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Company is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Company, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease, the Indenture, and the Bond Purchase Agreement have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease, the Indenture, or the Bond Purchase Agreement, (ii) in any manner questions the validity or enforceability of the Bonds, this Lease, the Indenture, or the Bond Purchase Agreement, or (iii) questions the authority of the Company to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company has induced the Company to undertake the Project and to locate its business in Doña Ana County, New Mexico.

F. The Company intends to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a microgrid, power generation, battery storage, and related infrastructure and facilities so as to qualify the Improvements, as applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. As agent for the Issuer, the Company proposes to construct, acquire and install the Improvements which the Company intends to qualify for the tax-exemptions pursuant to Section 7-9-54 NMSA 1978, as amended. The Company shall have the sole responsibility for the construction, acquisition and installation of the Improvements, and may perform the same, by itself or through affiliates, agents, contractors, subcontractors or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such construction, acquisition and installation, the Company shall procure from the appropriate State, county, municipal and other authorities and corporations, utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

H. None of the proceeds of the Bonds will be used to provide working capital.

I. The Improvements will be located on the Project Site which is within the boundaries of the Issuer.

J. This Lease will serve as a financing agreement from which revenues will be derived for the purpose of providing payment for the account of the Issuer of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and providing that the Company shall be obligated to pay for the maintenance of and insurance or meet self-insurance requirements on the Project as required by the Act.

K. The Company has the economic ability to meet all of the financial obligations imposed upon the Company under this Lease.

L. To the knowledge of the Company, no officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

M. The Company has heretofore supplied the Issuer estimates of the Costs of the Project and the Completion Date. The Company hereby warrants that such estimates for the Project were made in good faith and are fair, reasonable and realistic but are subject to revision as the Leased Property is constructed, acquired and installed due to foreseen and unforeseen circumstances.

N. The Company shall cause to be paid all costs of the Leased Property in excess of the moneys available therefor in the Acquisition Account.

O. To the knowledge of the Company, no event has occurred and no condition exists with respect to the Company that would constitute an “Event of Default” under this Lease or that, with the lapse of time or the giving of notice or both, would become an “Event of Default” under this Lease.

P. The Company offers its employees and their dependents health insurance coverage that is in compliance with the New Mexico Insurance Code and contributes not less than fifty percent (50%) of the premium for health insurance for employees, who choose to enroll.

ARTICLE IV - THE PROJECT

Section 4.1 Construction, Acquisition, Installation and Completion.

A. The Company will, on behalf of and as agent of the Issuer, acquire, construct and improve the Leased Property and will undertake to complete the Project. On or prior to the date of issuance and delivery of the Bonds and execution of this Lease, the Company has conveyed or caused to be conveyed to the Issuer, by deed, bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer (“Conveyancing Documents”), to all of the Company’s interest in the Project Site and in any and all Improvements as may exist at that time and thereafter to be acquired and, to the extent necessary, the Company shall from time to time transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer so that legal title will vest in the Issuer pursuant to the Conveyancing Documents that the Company may subsequently deliver to the Issuer. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 6.02 of the Indenture. To the extent reasonably possible, the Company will cause the Leased Property to be completed with proceeds of the issuance of the Bonds and the Company will use its reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources.

B. After the Acquisition Date, and after providing written notice to the Issuer via electronic means, the Company may convey or cause to be conveyed to the Issuer, by deed, bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer, to all of the Company's interest in the Additional Tracts (the "Additional Tract Transfer"). To the extent that the Additional Tract Transfer requires approval or consent by the Issuer, this Lease shall be evidence of said approval. Once the Additional Tract Transfer has been finalized and recorded by the Company, and the Issuer has received an electronic copy of the documents conveying the Additional Tracts to the Issuer, the Additional Tracts will be deemed part of the Project Site and the Leased Property for purposes of this Lease, the Indenture, and all associated documents.

Section 4.2 Plans and Specifications; Changes.

The Company will maintain a set of plans and specifications for the Project during the period of construction, acquisition and equipping which will be available to the Issuer and the Purchaser for inspection and examination during the Company's regular business hours. The Company may change, supplement, amend and add to such plans and specifications and is authorized to omit or make substitutions for components of the Leased Property without the approval of the Issuer or the Purchaser; provided that the Company will not make any changes that will change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act.

Section 4.3 No Warranty.

THE COMPONENTS OF THE LEASED PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE LEASED PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE LEASED PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE LEASED PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3

HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Completion Date.

On the date the Project is complete in the sole opinion of the Company (the "Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Costs of the Project incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. Subject to delays caused by Force Majeure, the Company will cause the Completion Date to occur not later than October 1, 20[55]; provided that the parties agree that the Company may request the Issuer for an extension of such date, it being understood that any such extension is in the absolute discretion of the Board. After the transfer of remaining moneys in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account.

Section 4.5 Gross Receipts and Compensating Tax.

A. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section 4.5, will file returns for reporting and paying any gross receipts tax or compensating tax which is due related to the Project. The Issuer, at the request of the Company, or the Company, as agent for the Issuer, will apply to the TRD for nontaxable transaction certificates (as such term is used in the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978, as amended) ("Nontaxable Transaction Certificates"). Nontaxable Transaction Certificates shall be executed and delivered by the Company, as agent for the Issuer, to vendors, in order to permit the vendors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for the vendors' receipts from the Company, as agent for the Issuer, for sales of the Improvements. The Company will pay within any statutory deadlines any gross receipts or compensating tax plus applicable penalty and interest that is found by the TRD to be due from the Company or the Issuer with respect to the Project. The Company, at its sole expense, may request any rulings from the TRD which the Company determines may be necessary or desirable to clarify the New Mexico gross receipts and compensating tax implications of transactions related to the Improvements and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act or other applicable procedures, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer specifically acknowledges that since the adoption of the Inducement Resolution, an agency relationship for purposes of the gross receipts tax deduction under Section 7-9-54 NMSA 1978, as amended, and applicable regulations has existed between the Issuer and the Company with respect to the Project. The Issuer agrees, at the request and expense of the Company, to make reasonable modifications to this Lease that are necessary or desirable to obtain Nontaxable

Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed upon the Company or the Issuer as a result of the Project or its operation.

B. The Company has advised the Issuer and it is intended by the parties hereto that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property (i) is included in the Improvements (as provided for in Section 7-9-3.4(B) NMSA 1978, as amended) and (ii) is purchased or reimbursed with proceeds of the Bonds on or prior to the Completion Date, shall be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the fullest extent permitted by Sections 7-9-14 and 7-9-54 NMSA 1978, as amended, and applicable regulations. The deduction from gross receipts or governmental gross receipts, and the exemption from compensating tax, shall not apply to purchases of Improvements except as provided in the preceding sentence, and, except as contemplated in the preceding sentence, the Company shall not be authorized by this Lease to provide Nontaxable Transaction Certificates to vendors.

Section 4.6 Assessment in the Company's Name.

If this Lease has not been terminated on or before October 1, 2055 and if the Leased Property was not assessed for property tax purposes during the Term, the Company (which, for purposes of this Section 4.6, means the then current lessee of the Leased Property under this Lease) will take all necessary action to have the Leased Property assessed for property tax purposes in the name of the Company on January 1, 2056, and the Company (or, if the Issuer does not hold title to the Leased Property, the holder of such title) will pay all *ad valorem* taxes on the Leased Property from and after January 1, 2056. If the Leased Property must be transferred to the Company to accomplish such assessment, this Lease will thereafter be construed to be an installment sale agreement and all terms and provisions of this Lease will remain in full force and effect. The provisions of Article IX of this Lease govern the delivery and form of any such deed, bill of sale or other transfer.

If the Company fails to comply with its obligation to get the property assessed in its name as set forth in this Section by October 14, 2055, then, the Issuer may take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. The Company shall reimburse the Issuer or pay on behalf of the Issuer all of the Issuer's expenses (including, but not limited to, reasonable counsel fees and expenses) incurred in effecting such assessment.

Section 4.7 Compliance with Law.

The Company will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Leased Property, will comply with all lawful requirements of any governmental body, agency or department regarding the use or condition of the Leased Property and will cause the Leased Property, upon completion, to comply with all applicable restrictive covenants and all other applicable laws, ordinances, statutes, rules and regulations relating to the Leased Property as a whole. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to the requirement so contested. Notwithstanding the above, any failure of Company which is inadvertent, unintentional, or immaterial shall not cause a violation of this section and Company shall, upon written notice by the Issuer, have a reasonable opportunity to cure such inadvertent, unintentional, or immaterial violation.

Section 4.8 Nuisance Not Permitted.

The Company will not permit or suffer its tenants, agents, employees, invitees (including contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Leased Property or itself commit a nuisance in connection with its use or the occupancy of the Leased Property. The parties agree that the Company's maintenance of noise levels consistent with any local noise limitations in place during the Term will be deemed compliance with this provision.

Section 4.9 Taxes and Utility Charges.

The Company will pay, as and when due, (i) all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property; (ii) all utility and other charges incurred in the operation, maintenance, use and upkeep of the Leased Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Leased Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.9 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.10 Maintenance.

The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Leased Property. During the Term of this Lease, the Company will, in its discretion and at its own expense, keep the Leased Property in safe repair and in such operating condition as is needed for operations of the Leased Property and make, or cause to be made, all necessary repairs and replacements to the Leased Property (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) as determined in the Company's sole discretion.

Section 4.11 Replacement and Removal of Leased Property.

The Company may replace or remove, with the prior written consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), any real property constituting a part of the Leased Property and thereby acquire title to such real property, provided that such replacement or removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any Leased Property permitted by this Section 4.11 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments. Nothing in this Section 4.11 shall limit the Company's right to acquire title to a portion of the Project, including any item of equipment or other personal property or parts thereof, pursuant to the option to purchase.

Section 4.12 Eminent Domain; Damage; Destruction.

The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Leased Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Leased Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. Unless otherwise provided in a Company Financing Lien, the Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Leased Property will be paid to the Company.

Section 4.13 Insurance.

Subject to the provisions of the Business Lease, the Company will keep the Leased Property continuously insured against such risks and in such amounts, with such deductible provisions, as are reasonable and customary as determined by the Company in connection with the type and size of the Leased Property. Each property insurance policy will show the Company as loss payee and each commercial general liability insurance policy will show the Company as loss payee and the Issuer as an additional insured, under such policies. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include general liability insurance against liability for claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Leased Property. The Company shall also comply with the workers' compensation laws of the State (unless the Company has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection.

Subject to the reasonable confidentiality, security and safety requirements and policies of the Company, including, but not limited to, the execution of non-disclosure and confidentiality agreements by the Issuer, and with at least two-weeks' advance written notice to the Company, during the Term, the Company will give the Issuer, the Purchaser and their duly authorized agent during regular business hours (i) such rights of access to the Leased Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Leased Property as a whole for any purpose contemplated by this Lease. The Company will execute, acknowledge and deliver all such further documents, including any easement, and do all such other acts and things as may be reasonably necessary in order to grant to the Purchaser such rights of access and entry. During the Term, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Leased Property by the Company to any other Person. Issuer will, at all times, protect any Confidential Information obtained during an inspection or otherwise through discussions with the Company. For the avoidance of doubt, the right of entry granted to the Issuer, the Purchaser and their duly authorized agent shall not include: (a) any access to the restricted areas of the Project as designated by the Company or any of the Equipment; (b) access to the Company's intellectual property or other proprietary information; or (c) the right to use any of the Equipment.

Section 4.15 Liens.

Except for Permitted Liens, the Company will not suffer any material liens to exist on the Leased Property as a result of any claims brought against the Company or others pursuant to a right or interest not existing in connection with, or permitted by, this Lease. The Company will notify the Issuer and the Purchaser of the existence of any lien, other than a Permitted Lien, on the Leased Property within 60 days after such lien attaches. The Company may, in good faith, contest the validity of any lien on the Leased Property. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect the lien so contested. Notwithstanding the foregoing and unless otherwise prohibited in a Company Financing Lien, Company may impose a lien on any of the Leased Property held by the Issuer during the term of the Lease in order to protect its interest in the underlying property in the event of insolvency of Issuer.

Section 4.16 Use of Project; Project and Closure Claw-Backs.

A. [The Company will use the Project continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in this Section 4.16, "continuously" means regularly and without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.16(A) if such temporary cessation is (i) during holiday periods or as a result of maintenance or renovation of the Leased Property or other similar circumstances, in each case without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project; or (ii) as a result of Force Majeure.

B. If the Company fails to use the Project consistent with the definition of "project" as defined by the Act as in effect on the date of issuance of the Bonds, the Company shall pay to the Issuer an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Company pursuant to Section 5.10 (the "Project Claw-Back").

C. In the event of a temporary cessation of operations permitted by the third sentence of subsection A of this Section 4.16, the Company shall use its best efforts to resume operations of the Project so as to constitute a "project" within the meaning of the Act. Failure to resume operations of the Project by not later than 24 months from the expiration of the 30-day period referred to in subsection A or from the cessation of the event of Force Majeure shall constitute a failure to comply with subsection A of this Section 4.16. In such event, the Company shall pay to the Issuer, not later than 30 days after expiration of the 24-month cure period referred to above, an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Company pursuant to Section 5.10 (the "Closure Claw-Back").

D. If the Company permanently ceases operations in the County on or before October 1, 2030, the Company will repay to the Issuer the percentage shown below of the *ad valorem* taxes on the Project Property that the Company would have been required to pay if the Bond had not been issued by the Issuer and the Project Property had been subject to *ad valorem* taxation. The abated tax shall be calculated using mill levies and actual property tax valuations and rates for each tax year. All PILOT attributable to this Lease, PILOT Increases (defined below), Project Claw-Backs previously made by the Company or by the Landlord on behalf of the Company to the Issuer will be credited towards the payment of such amount.

Elapsed Time from Issue Date of Bond	Percentage of Abated Tax to be Repaid
[Years 0-3]	[100%]
[Year 4]	[70%]
[Year 5]	[40%]
[Year 6 and thereafter]	[0%]

E. For the avoidance of doubt, an event giving rise to a Claw-Back liability in this Section shall not constitute an Event of Default nor shall it preclude the full applicability of the *ad valorem* tax abatement resulting from the Leased Property being owned by the Issuer in future years in which the Project is in compliance with this Section 4.16.]

Section 4.17 Easements.

The Company may at any time or times grant easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any part of the Leased Property and the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration. The Issuer will join in any such grant or release at the reasonable request and expense of the Company upon receipt by the Issuer of a certificate executed by an officer of the Company stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company, (ii) that such grant or release will not materially impair the effective use of the Leased Property or materially interfere with the operation of the Project, and (iii) that such grant or release is permitted pursuant to any Company Financing Liens.

Section 4.18 Local Hiring.

Commencing with the issuance of the Bonds, the Company agrees to use its best efforts to offer appropriate positions for the operation of the Project to qualified applicants residing in Doña Ana County where such applicants possess qualifications for such positions equal to or greater than the qualifications of other applicants who might exist at the time of hiring. The Company agrees to coordinate with the County to publicize its hiring needs, and to participate in job fairs within the County in the year prior to commencement of operations.

Section 4.19 Local Purchasing.

The Company will coordinate with the Issuer to publicize its requirements for labor, services, materials and supplies to encourage participation by vendors based within Doña Ana County in connection with the construction, acquisition, installation and operation of the Leased Property.

Section 4.20 PILOT Increase.

A. [If the sum of full-time equivalent employees and 50% of part-time employees attributable to the Project is less than (i) [45] on December 31, 20[29], (ii) [75] on December 31, 20[30] and (iii) [75] on December 31, 20[31] (each such date a "Job Target Date"), as set forth in the annual report of the Company to the Issuer pursuant to Section 4.21, and such employment shortfall is not cured prior to February 28 of the calendar year following such Job Target Date (the "Employment Cure Period"), then the Issuer may require an increase to the Company's PILOT due pursuant to Section 5.10 solely in the calendar year immediately following the Employment Cure Period (the "PILOT Increase"). The amount of the PILOT increase will not exceed the maximum applicable percentage (the "Applicable Percentage") shown below, and such amount shall be calculated by multiplying the Applicable Percentage to the PILOT due pursuant to Section 5.10 for the year immediately following the applicable Employment Cure Period. The Subseries 2025C Company may, in its sole discretion, provide the employees at the Project under this Section 4.20(A). The job requirements in this Section are for the entire data center campus as explained in the annual report described in Section 4.21.

Percentage of Actual vs. Projected Full-Time Employees on Job Target Date	**Applicable Percentage of PILOT Increase**
[80%-100%]	[0%]
[65%-79%]	[15%]
[50%-65%]	[30%]
[30%-49%]	[45%]
[less than 30%]	[60%]

The Issuer acknowledges that the purpose of the PILOT Increase is not to penalize the Company for business conditions or events that are outside the control of the Company. Accordingly, if an Adverse Economic Event (as defined below) has occurred on or prior to a Job Target Date, the Company may request by written notice to the Issuer at least 30 days before the Job Target Date, that the Issuer defer the Job Target Date for a 12-month period (the "Deferred Job Target Date") and the Issuer agrees that such request for deferral will not unreasonably be denied. As evidence of the Adverse Economic Event, the Issuer may request that the Company provide a certificate attesting to the existence and impact of the Adverse Economic Event on the Company's operations. In the event that the Adverse Economic Event continues to adversely affect the Company's operations on the Deferred Job Target Date, the Company may request that the Issuer reconsider and/or adjust the employees required for the Job Target Date or the Applicable Percentage and/or provide an additional deferral of the Job Target Date and the Issuer agrees to consider such request in good faith. For the purposes hereof "Adverse Economic Event" means Force Majeure, a decline in the gross domestic product (GDP) of the United States economy for two (2) or more consecutive quarters, labor disputes or other conditions, a material decline in the demand for data server capacity and related products either in the State of New Mexico, or in the United States in general, as reported by an information source or governmental successor thereto for two (2) or more consecutive quarters or other events beyond the Company's reasonable control.

In the event that the Issuer determines there is a substantial shortfall of actual versus projected jobs, then the Issuer may require a PILOT increase for the year immediately following the applicable Employment Cure Period to the extent provided for in the table above.

B. Notwithstanding anything to the contrary in this Lease, the Issuer may not assess a Claw-Back for an amount exceeding: (i) the aggregate amount of exempted *ad valorem* taxes that would have been due to all taxing authorities from the Company and its vendors in connection with the Leased Property if the Bonds had not been issued from the date of the Inducement Resolution to the date when the Issuer assessed said Claw-Back, minus (ii) any and all payments made under the PILOT plus any and all previously paid Claw-Backs. The Issuer may reduce the amount of a Claw-Back to ensure that such Claw-Back meets the requirements of this Section 4.20(C). Claw-Backs may only be assessed on an annual basis.]

Section 4.21 Annual Report.

The Company agrees to submit to the County Manager of the Issuer on an annual basis beginning no later than July 31, 2026 and each July 31st thereafter a report with respect to the immediately preceding twelve months (i) containing a certificate signed by an Authorized Company Representative stating the number of employees of the Company for the Project, setting forth the classifications of such employees, and setting forth the salary or wages actually paid to such employees and calculating the average annual salary or wage, as applicable, for such employees; (ii) describing actions taken by the Company in the preceding twelve months with regard to Section 4.20 or such shorter period from the date of issuance of the Bonds to such July 31, as applicable; (iii) describing any economic benefits arising out of the Leased Property for the benefit of the Issuer and its residents; (iv) describing the extent of the Company's compliance with the provisions of Sections 4.18 and 4.19, including, to the extent available and not subject to legal limitations on disclosure, demographic data for new hires, if any, by the Company for the Project; (v) to the extent that the economic projections for the Project in the industrial revenue bond application submitted to the Issuer vary significantly from actual economic performance, the Company's explanation of the variance; (vi) to the extent non-proprietary, the total dollar value of purchases of goods and services both inside and outside of the State; and (vii) any other reporting requirements imposed by the Governmental Accounting Standards Board or other State or federal agencies.

Section 4.22 Outstanding Principal Amount Report.

The Company agrees to submit to the Issuer's County Manager on an annual basis beginning no later than July 31, 2026, and each July 31 thereafter a report signed by an Authorized Company Representative stating the outstanding principal amount of the Bonds as of June 30 of that year.

Section 4.23 Data Protection.

A. Covered Data. Between the Issuer and the Company, all Covered Data and Leased Property transmitting or containing Covered Data will be solely under Company's control, and Issuer shall not have any rights to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over or ownership or other rights to any Covered Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Covered Data, Issuer will immediately and in no event later than five (5) Business Days notify Company and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand as determined in the sole discretion of the Company and to ensure that the Covered Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand. Under no circumstances may Issuer access and/or provide such Leased Property or Covered Data to any third party, including any governmental entity, whether in response to any claim, inquiry, request or legal demand from such third party or otherwise.

B. Software. The Issuer acknowledges that the Company Software is proprietary to Company and is to be used solely by Company. Issuer receives no license or other rights to the Company Software. The Issuer shall not access, appropriate, or otherwise use the Company Software and agrees not to disclose or otherwise make available the Company Software and/or related technology to any third parties.

C. Security Incidents. Between the Issuer and the Company, the response to any and all Security Incidents (including, without limitation, all remediation and preventative efforts) will be solely under Company's control. Issuer shall notify Company promptly and in no event later than one (1) Business Day following its actual discovery of any Security Incident that Company has not previously alerted Issuer to and that has not previously been publicly disclosed (either by or on behalf of Company or by a third party). Issuer agrees that it will not communicate with any third party (including, but not limited to, any governmental entity, the media, vendors, or consumers) regarding any Security Incident without the express written consent and direction of Company, except as required by applicable law. Upon Company's request, pursuant to Company's instruction, and at Company's sole cost and expense, Issuer shall reasonably support Company in its response to the Security Incident, including, without limitation, assistance with or the performance of all reasonably necessary and corrective action.

Section 4.24 Confidential Information.

A. The Issuer acknowledges and agrees that:

(i) Issuer shall (i) keep Confidential Information strictly confidential, (ii) use it solely to administer and perform the Bond Documents, and (iii) disclose it only to their representatives on a need-to-know basis who are bound by written confidentiality obligations at least as protective as this Section.

(ii) Issuer will implement and maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of the Confidential Information (including secure transmission and storage, access controls, and prohibition on use of personal email or unapproved devices for storage/transmission).

(iii) Upon Company's written request or upon expiration/termination of the applicable Bond Document, each recipient will promptly (x) return or destroy Confidential Information (including copies and extracts) and (y) certify such destruction; provided a recipient may retain archival copies to the extent required by law or bona fide record retention policies, which copies shall remain subject to this Section until destroyed.

(iv) Issuer (or, if applicable, Company or Depositary) receives any request under public records/open records laws or other similar laws that may call for disclosure of Confidential Information, it shall promptly (and, where practicable, before producing any documents) notify Company and reasonably cooperate, at Company's expense, to assert applicable exemptions (including trade secret, confidential business information, critical infrastructure and security-sensitive information) and to seek protective orders or other relief. Only the minimum portion of information that is legally required to be disclosed shall be produced, and all legally permissible redactions shall be applied.

(v) Company is entitled to seek injunctive and other equitable relief (without posting bond) to prevent or curtail unauthorized disclosures or use, in addition to any other remedies available at law or equity. To the maximum extent permitted by law, no party shall be liable for consequential, incidental, special or punitive damages in connection with a breach of this Section, except to the extent awarded to a third party in connection with a third-party claim.

Section 4.25 Stored Data.

A. The Issuer acknowledges and agrees that:

(i) The Stored Data shall be owned and controlled exclusively by the Company (or its permitted successors or assigns) at all times.

(ii) At all times, the Company may destroy, relocate or let remain the Stored Data, or take any other action with respect to the Stored Data, in its sole and absolute discretion, without consulting or delivering any notice to the Issuer.

(iii) The Issuer has no right, title or interest whatsoever in or to the Stored Data, including, without limitation, any right to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data, or to allow any Person to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Stored Data, Issuer will notify Company immediately, and in no event later than five (5) Business Days, and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand to ensure that the Stored Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand.

(iv) This Section 4.24 shall survive the expiration of the Term.

Section 4.26 Limitation on Claw-Back Under this Agreement.

Issuer and Company acknowledge that the Company is relying on the benefits provided for in this Agreement to incur the expenses necessary for the success of the Project. Accordingly, Issuer and Company agree, notwithstanding any other provisions of this Agreement (including, without limitation, any requirement, condition, covenant, commitment, representation or warranty found in any provision (collectively the "Company Obligations")) that in no event shall Company be denied the ability to obtain or retain any such benefits (i) unless Company has first received full and fair advance notice with sufficient time to cure any Event of Default or Claw-Back, or (ii) if any failure by Company to satisfy any obligations contained herein was inadvertent, unintentional, or immaterial.

ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT

Section 5.1 Lease of the Leased Property; Term.

In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Leased Property, to the extent acquired by the Issuer, to the Company for the Term. To the extent permitted by law, the Issuer and the Company will cooperate and take all actions in compliance with Section 10.8 herein to allow for the continuation of the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein.

Section 5.2 Quiet Enjoyment.

The Issuer will not take any action, other than pursuant to Section 4.14 or Article VII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Leased Property during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company's expense, to the extent the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Rent.

A. The Company will pay to the Purchaser for the account of the Issuer, such amounts at such times as are necessary to make all payments of principal of, interest on and any redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (collectively, the "Basic Rent");

B. The Company will also make the following payments (the "Additional Payments" and, together with the Basic Rent, the "Rent"):

(i) to or on behalf of the Depositary, the reasonable fees and charges of the Depositary for all services of the Depositary, and all reasonable expenses (including reasonable counsel fees and expenses) incurred by the Depositary in connection with its duties under the Indenture, if scheduled, when due and, otherwise, promptly on demand by the Depositary, which fees, charges and expenses may be more specifically determined by an agreement between the Depositary and the Company; and

(ii) to or on behalf of the Issuer, all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees and expenses incurred by the Issuer in connection with the issuance of the Bonds, the performance of its duties under this Lease and the Indenture, and post-issuance work or legal assistance required by the Issuer in relation to this Lease, the Indenture or any documents associated to the Bonds, promptly on demand of the Issuer; and

(iii) to the Issuer, and in addition to any other amounts owed under this Lease or any related agreement, the Issuer's reasonable expenses incurred in connection with the amendment of this Lease or any related agreement.

C. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party (other than the PILOT Payments) under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 5.4 Obligations Unconditional.

The obligation of the Company to pay Rent and to perform its other obligations under this Lease is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of damage to or destruction of or removal of all or any portion of the Leased Property or any other event or condition. In the event the Issuer fails to perform any of its obligations under this Lease, the Company, at its own cost and expense, may institute such action against the Issuer as the Company may deem necessary to compel such performance. The Company may also, at its own cost and expense and in its own name or, if legally necessary, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession and use of the Leased Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Notwithstanding the above paragraph, it is the intention of this Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Lease. As described in Section 6.1 hereof and in Section 3.01 of the Indenture, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to this Lease including the right to receive payments hereunder, excluding the Issuer's rights under Sections 4.20, 5.3 B(ii), 5.3 B(iii), 5.7, 5.8 and 5.10 hereof and any other provision hereof which requires payment, indemnification and reimbursement to the Issuer.

Section 5.5 Filing; Further Assurances.

The Issuer and the Company will, at the direction of the Purchaser and at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Leased Property, including, without limitation, the filing of financing statements and continuation statements, the amendment of this Lease to include additional property in the Leased Property and the execution, acknowledgement, delivery and filing of any other necessary agreements and instruments. The Issuer will execute such instruments as may be reasonably requested by the Company to permit compliance with this Section 5.5.

Section 5.6 Claims.

The Company will pay and discharge and will indemnify and hold harmless the Issuer from (i) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Lease and (ii) any taxes, assessments, impositions and other charges in respect of the Leased Property. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 5.7 Indemnity, Expenses.

A. To the extent not caused or occasioned by the gross negligence or willful misconduct of the Indemnified Persons or any Indemnified Person (as such terms are defined below), the Company shall indemnify and hold the Issuer and its governing body, officers, agents, and employees (hereinafter, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, the Indenture and this Lease and the obligations imposed on the Issuer hereby and thereby; or the construction, acquisition, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Persons or an Indemnified Person with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Lease, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; and (iv) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.2, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, installation and renovation or sale of the Leased Property or any part thereof. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Persons from and against, all costs, reasonable attorney fees, expenses and costs incurred in any suit, action or proceeding brought by reason of any such claim.

If any such suit, action or proceeding is brought against the Issuer or any other Indemnified Person, the Issuer or such Indemnified Person shall, within 10 days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer or such Indemnified Person (provided that such approval by the Issuer or such Indemnified Person shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Issuer or such Indemnified Person to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Issuer or such Indemnified Person is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Issuer or such Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defenses of the Issuer or such Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Issuer or such Indemnified Person; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Issuer or any Indemnified Person, the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Issuer or any Indemnified Person shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such suit, action or proceeding effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such suit, action or proceeding with or without consent, and after all appeals have been taken and final orders or dismissals entered, the Company agrees to indemnify and hold harmless the Issuer or such Indemnified Person from and against any loss or liability by reason of such settlement or judgment other than a judgment merely confirming a settlement entered into without the written consent of the Company.

B. The Company shall also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Company under this Lease or any related agreement, (ii) taking any action requested by the Company, including but not limited to, assigning, amending or terminating this Lease or any related agreement (iii) taking any action required by this Lease or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Lease or any related agreement.

C. The obligations of the Company under this Section 5.7 shall survive any assignment or termination of this Lease, the discharge of the Indenture or the resignation or removal of the Depositary or the termination of its duties.

D. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Lease, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 5.8 <u>Environmental Matters.</u>

To the extent that the Leased Property shall house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, the possession and use of such materials shall be in accordance with Applicable Environmental Law, including any applicable regulations.

To the extent that the use which the Company makes or intends to make of the Leased Property shall result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on the Leased Property, such use will be in accordance with Applicable Environmental Law. For purposes of this Lease, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

The Company shall promptly notify the Depositary and the Issuer of any material violation or an alleged material violation of any Applicable Environmental Law related to the Leased Property of which the Company becomes aware.

Section 5.9 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Lease, and the execution of this Lease shall constitute conclusive evidence of approval of the Indenture by the Company to the extent it relates to the Company.

Section 5.10 Issuer Payment.

Beginning on December 31, 2025, the Company shall make a payment in lieu of taxes (the "PILOT") in an amount equal to $[125,000], which shall be allocated among the County and the School Districts as provided under NMSA 1978, Section 4-59-4(A)(2), as more particularly described in Exhibit C attached hereto and incorporated by reference (the "Allocation"). Beginning on December 31, 2026 and on December 31, 2027, the Company shall pay annual PILOTs in an amount equal to $[3,375,000], which shall be allocated among the County and the School Districts in accordance with the Allocation. Beginning on December 31, 2028, the Company shall pay a PILOT to the Issuer in an amount equal to $[3,250,000], subject to increases as provided under Section 4.20, which amount shall be allocated among the County and the School Districts in accordance with the Allocation. Beginning on December 31, 2029 and continuing annually each December 31 through 2054, the Company shall pay annual PILOTs in an amount equal to $[3,000,000], subject to increases as provided under Section 4.20, which amounts shall be allocated among the County and the School Districts in accordance with the Allocation. Beginning on September 30, 2055, the Company shall pay a PILOT to the Issuer in an amount equal to $[3,000000], subject to increases as provided under Section 4.20, which amount shall be allocated among the County and the School Districts in accordance with the Allocation. The Issuer will provide written notice to the Subseries 2025B Companies and the Subseries 2025C Company of any failure by the Company to pay the annual PILOT under this Section 5.10, and the Series 2025B Companies and the Subseries 2025C Company will have the right, but not the obligation, to pay any unpaid, annual PILOT under this Section 5.10 on behalf of the Company. Notwithstanding anything to the contrary contained herein, the Issuer will not take any action to terminate this Lease for nonpayment of the annual PILOT under this Section 5.10 until 30 days have elapsed from the date on which the Issuer provides written notice of the Company's nonpayment of the annual PILOT to the Series 2025B Companies and the Subseries 2025C Company. The Company's obligations under this Section shall terminate concurrently with the termination of this Lease and the payment of any unpaid and accrued payments required by this Section 5.10.

ARTICLE VI - ASSIGNMENT, LEASING AND SELLING

Section 6.1 Assignment of Rights by the Issuer.

In satisfaction of Issuer's obligations under bonds and as security for the repayment of the Bonds, the Issuer has assigned and pledged to the Purchaser certain rights, title and interests of the Issuer in this Lease including the right to receive Basic Rent as more fully provided in Section 3.01 of the Indenture, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser. The Company consents to such assignment and pledge and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agrees that its obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional.

Section 6.2 No Other Transfer by Issuer.

Except for the assignment described in Section 6.1 or as permitted in Section 6.4, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Lease, or the Leased Property, or its obligations under this Lease, without the prior consent of the Company and the providers of any Company Financing. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 6.2.

Section 6.3 Assignment, Lease, Encumbrance or Sale Involving the Company.

A. The Company may assign, lease, sublease, pledge and sell its interests in this Lease to the Subseries 2025B Companies and the Subseries 2025C Company without the Issuer's consent or approval, and the Sublease does not and will not conflict with this Lease.

B. In addition to the authorization provided in Section 6.3(A) hereof, if the Company is not in default under this Lease or the Indenture, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Leased Property may be assigned, leased, subleased, pledged or sold as a whole or in part by the Company. No such assignment, lease, sublease, pledge or sale will relieve the Company from liability for making payments of

Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, pledge or sale had been made, unless the requirements in Section 6.3(B) are met and: (i) such assignment, lease, sublease, pledge or sale is to an affiliate (as such term is used in regulations pursuant to the Securities Exchange Act of 1934) of the Company, or (ii) such assignment is made to a person or entity having net assets or a net worth of at least equal to the lesser of (1) the net assets or net worth of the Company at the time of such transaction or (2) 10% of the fair market value of the Leased Property at the time of such transfer, or (iii) such assignment is made with the written consent of the Issuer and the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. If an assignment is made to a person or entity that qualifies under clause (i) or (ii) of this Section 6.3(A), then, in such event, the Company, as transferor, shall be relieved from all further liability under this Lease from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. If a transfer is consented to by the Issuer and the Purchaser under clause (iii) of this Section 6.3(A), then, in such event, the transferee shall thereafter be the "Company" for all purposes, but the transferor shall be relieved of all further liability under this Lease from and after the effective date of such transfer only to such extent as may be set forth in such consent. To the extent required by the Purchaser, any assignee, lessee, sublessee or purchaser of all of the Company's interest in this Lease or of the Leased Property will assume in writing the obligations of the Company under this Lease.

C. Assignment requirements for assignments pursuant to Section 6.3(B) hereof:

(i) The Company shall, not more than 60 nor less than 30 days before the effective date of any assignment, lease, sublease, pledge or sale described in Section 6.3(A), provide notice of the intended assignment to the Issuer and Purchaser and furnish or cause to be furnished to the Issuer and the Purchaser a true and complete copy of such proposed assignment, lease, sublease, pledge or purchase contract, and to the extent applicable, such assumption.

(ii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall pay the Issuer its reasonable costs incurred in connection with such assignment, lease, sublease, pledge or sale. This fee is independent from any additional legal costs incurred by the Issuer while assisting with the assignment, which are also the responsibility of the Company pursuant to Section 5.7(B) hereof.

(iii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall, at the expense of the Company, deliver to the Issuer and Purchaser an opinion of counsel to the Company in a form satisfactory to the Issuer and the Purchaser to the effect that such assignment, lease, sublease, pledge or sale has been duly authorized by the Company, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Act.

Section 6.4 Company Financing Liens.

A. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate (including but not limited to executing and delivering or joining in the execution and delivery of documents, including such subordination agreement, estoppel, non-disturbance agreement, recognition agreement or other instrument reasonably necessary for Company Financing), at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Leased Property and such other documentation as the Company may from time-to-time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Leased Property and the application of the revenues therefrom. The Issuer will also grant to the providers of the Company Financing such right to notice of and the right to cure any Default or Event of Default and issue to such provider or providers such estoppel certificate with respect to the Bond Documents as the Company or such provider may reasonably request, all at the Company's expense, and only so long as the same does not involve any pecuniary liability of the Issuer. Any Company Financing Lien shall by its terms be senior and superior to the interests of the Company hereunder and to the interests of the holders of the Bonds.

B. Notwithstanding anything contained herein, this Lease is subject and subordinate in all respects to any Company Financing Liens, to all other liens granted by the Company to the holder of a Company Financing Lien with respect to or in connection with the indebtedness secured by a Company Financing Lien, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien; providing that nothing contained in this Section 6.4(B) shall be construed to diminish, in any manner, the obligations of the Company to pay the Rent under this Lease.

ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined.

Each of the following events is an "Event of Default":

A. Failure by the Company to make any Rent payment when due, and such failure continues for a period of 5 Business Days with respect to Basic Rent or 30 Business Days with respect to Additional Payments after written notice from the Issuer or the Purchaser of such failure is provided to the Company.

B. Any Bond Document, or any certificate or other document delivered pursuant to any Bond Document, contains a material misrepresentation by the Company, which misrepresentation continues to materially adversely affect the Purchaser or the Depositary, and the Company fails to cure the effect of such misrepresentation within 30 days after such party gives the Company written notice of such misrepresentation or, if the effect of such misrepresentation cannot reasonably be cured within 30 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion.

C. A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing.

D. Failure by the Company to perform any of its obligations under this Lease or the Indenture, other than the payment of Rent, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 7.2 Remedies on Default.

If an Event of Default occurs and is continuing, the Purchaser, subject to the reserved Issuer remedial actions in Section 7.5 hereof, and only the Purchaser, as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

A. By written notice to the Company declare all such amounts of Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

B. Take possession of the Leased Property without terminating this Lease and lease or sublease the Leased Property for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the Purchaser for the account of the Issuer from any lease or sublessee; for the avoidance of doubt, only the Purchaser may take possession of the Leased Property, and in no event may the Issuer take possession of the Leased Property;

C. Terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of leasing the Leased Property to another, exclude the Company from possession of the Leased Property and lease or sublease the Leased Property to another; provided, however, that such termination and exclusion will not impair any remedy granted to the Issuer or the Purchaser under this Lease;

D. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease or the Indenture; or

E. Exercise any remedies provided for in the Indenture.

F. Purchaser and Company may setoff any immediately due rent with amounts loaned under the Bonds, as more particularly described in Section 5.3(C) herein.

In the enforcement of the remedies provided in this Section 7.2, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing, provided that the Issuer shall be under no obligation to exercise any remedies in the event the Purchaser fails to do so.

Section 7.3 Company to Give Notice of Default.

The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default of which it has actual knowledge.

Section 7.4 Default by Issuer - Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Lease shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing powers of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Lease, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Company hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if a default shall occur hereunder.

Section 7.5 Issuer Remedial Action.

Notwithstanding any other provision of this Lease or the Indenture to the contrary, the Issuer will be entitled to cause the Company to perform the obligations of the Company under Sections 4.16, 4.20, 4.21, 4.22, 5.3(B)(ii), 5.3(B)(iii), 5.7, 5.8 and 5.10 and any other provisions hereof which require payment, indemnification, reimbursement or notice explicitly to the Issuer or to obtain consent from the Issuer (the "Reserved Rights") and take whatever action at law or in equity is necessary to enforce their performance. The Issuer's rights to enforce the Reserved Rights are not assigned to the Purchaser under the Indenture. If the Company fails to comply with its obligations set forth in the Reserved Rights, with the exception of a failure to comply with the obligations set forth in Section 4.22 hereof, and such failure continues for and has not been cured within 30 days after the Issuer gives notice to the Company of such failure or any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transaction contemplated by the Bond Documents proves to have been incorrect in any material respect when made, then, the Issuer may immediately take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. If the nature of the Company's failure to comply with its obligations contained in a notice from the Issuer is such that it cannot reasonably be cured within 30 days, then the diligent prosecution to completion of the cure thereafter shall be deemed to be a cure of the default within such 30-day period. This remedy is not exclusive of any other action at law or in equity that the Issuer may take to enforce the Reserved Rights.

ARTICLE VIII - PREPAYMENTS

Section 8.1 Prepayments.

The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary and the Purchaser not less than 5 days before the redemption date. Upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount to be redeemed plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser.

ARTICLE IX - PURCHASE OF LEASED PROPERTY

Section 9.1 Purchase of Leased Property.

The Company will purchase, and the Issuer will sell, the Leased Property for $1.00 at the expiration or early termination of this Lease or upon Payment of the Bonds, or a portion of the Leased Property prior to the expiration or early termination of this Lease with the Purchaser's prior approval. Except for those purchases resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Company will give notice to the Issuer specifying the date of closing such purchase, which will be not less than 5 nor more than 90 days from the date of such notice. In the event of a purchase resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Issuer will give notice to the Company of the closing date of such purchases at least 60 days prior to such date. At the closing of such purchase, the Issuer will deliver to the Company or the Company's designee a quitclaim deed, bill of sale or other appropriate documents conveying to the Company or the Company's designee title to the Leased Property to be conveyed pursuant to this Section 9.1, as the same exists at the time of such purchase, subject only to: (i) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (ii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; and (iii) Permitted Liens other than the Indenture and this Lease. The Company may at any time purchase the Leased Property whether or not a Default or an Event of Default has occurred and is continuing, and the Issuer will sell the Leased Property pursuant to this Section 9.1. The Issuer may take any additional steps, at the expense of the Company, as it may consider necessary to ensure that the property has been transferred to the Company for tax purposes.

Issuer shall provide Company and Purchaser prompt written notice of: (i) any proposed or enacted State legislation or other governmental action that would authorize Issuer to file under Chapter 9 of the U.S. Bankruptcy Code; (ii) any formal determination by Issuer or its advisors that Issuer is or is reasonably likely to become insolvent or unable to meet material obligations when due; and (iii) any default or event, litigation, or governmental action that Issuer reasonably expects could lead to a bankruptcy filing or a material adverse effect on Issuer's performance hereunder. Issuer shall: (i) provide not less than 30 days' prior written notice to Company and Purchaser upon Issuer's internal determination to prepare or pursue a bankruptcy filing; (ii) provide at least 10 business days' prior written notice of any governing body meeting at which a bankruptcy filing or related authorization will be considered, together with agendas and publicly available materials; and (iii) promptly (and in any event within 2 business days) deliver notice of any vote, resolution, or formal step authorizing a bankruptcy filing, with copies of such resolutions. Upon such notice from Issuer, the Company may purchase the Leased Property and the Issuer will sell the Leased Property pursuant to this Section 9.1.

Section 9.2 Escrow Account.

In order to initiate the provisions of this Article IX, the Company and the Issuer agree to establish an Escrow Account pursuant to the terms set forth in Article V of the Indenture.

ARTICLE X - MISCELLANEOUS

Section 10.1 Incorporation of Indenture Provisions.

The provisions of Sections 11.01, 11.02, 11.03, 11.05 and 11.06 of the Indenture are incorporated in this Lease.

Section 10.2 Amendments.

This Lease may be amended or modified only as provided in the Indenture.

Section 10.3 No Pecuniary Liability of Issuer.

No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements herein or in any document executed by the Issuer in connection with the Bonds will subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. None of the provisions of this Lease will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its reasonable satisfaction against the cost, expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Section 10.4 Binding Effect.

This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company, and their respective successors and assigns.

Section 10.5 Severability.

If any section, paragraph, clause or provision of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Lease.

Section 10.6 Recording.

This Lease, the Indenture and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Doña Ana County, New Mexico. This Lease as originally executed or an appropriate and sufficient memorandum thereof shall be so recorded before the recordation of the Indenture.

Section 10.7 No Waiver.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.8 Further Assurances.

Consistent with the terms and conditions hereof, each party will execute and deliver such agreements, instruments, certificates, and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Lease and the transactions contemplated hereby, including, but not limited to, any and all actions and agreements necessary to secure the tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein in the event of a future change in law. No party shall take any action that will deprive the other party of the enjoyment of rights secured through this Lease.

Section 10.9 Applicable Law.

This Lease will be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 10.10 Non-Merger.

The provisions of this Lease shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any deed, bill of sale, or other instrument or document delivered hereunder.

Section 10.11 Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

YUCCA GROWTH INFRASTRUCTURE, LLC

By:_____________________________________
[]

STATE OF _______________)
) ss.
COUNTY OF ________________)

This instrument was acknowledged before me on ______________, 2025, by ____________________, _______________ of Yucca Growth Infrastructure, LLC, a Delaware limited liability company.

____
Notary Public

My Commission expires:

____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

ADDITIONAL TRACTS

[]

EXHIBIT C

COUNTY AND SCHOOL DISTRICT PILOT ALLOCATION

[]

DOÑA ANA COUNTY, NEW MEXICO

AND

RED CHILES [A/B/C/D], LLC

AND

GREEN CHILE VENTURES LLC

LEASE AGREEMENT

Dated as of [October 1], 2025

$[6,250,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025B-[1/2/3/4]

4938712v4

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DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision, as lessor (together with its successors and assigns, the "Issuer" or the "County"); RED CHILES [A/B/C/D], LLC, a Delaware limited liability company, as lessee (together with its successors, affiliates and assigns, the "Company"); and GREEN CHILE VENTURES LLC, a Delaware limited liability company (as further defined below, the "Tenant"), agree:

ARTICLE I - RECITALS

Section 1.1 Recitals.

A. The Company and the Tenant have presented to the Board of County Commissioners, the governing body of the Issuer (the "Board"), a proposal whereby the Issuer will construct, acquire, equip and install improvements for a data center facility and related infrastructure and facilities located within the County (the "Project") and whereby the Issuer will issue its Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the maximum aggregate principal amount of $[6,250,000,000] (the "Bonds") to accomplish the construction, acquisition, equipping and installation of the Project;

B. The Issuer is authorized under Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation (the "Act"), to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined by Ordinance No. [] (the "Bond Ordinance") that it is desirable to construct, acquire and improve the Project and has pursuant to the Bond Ordinance authorized the issuance of the Bonds;

C. The Bonds are to be issued under an Indenture dated as of October 1, 2025 (together with all amendments and supplements, the "Indenture") among the Issuer, Red Chiles Holdings [A/B/C/D], LLC, a Delaware limited liability company (together with its successors, affiliates and assignees, and permitted transferees of the Bonds, the "Purchaser"), the Company and [DEPOSITARY], as Depositary (the "Depositary");

D. The proceeds of the Bonds will be used to finance the construction, acquisition, equipping and installation of the Improvements (as defined in Section 2.1);

E. The Leased Property will be leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Lease"), which is undertaken by the Issuer and the Company, in part, to provide the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein;

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of October [20], 2025 (together with all amendments and supplements the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company;

G. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and to finance the Leased Property for the purposes described above, pursuant to the Indenture and the Bond Ordinance;

H. The Bonds will be special limited obligations of the Issuer payable as provided therein and as provided in the Indenture, and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owner of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Revenues (as defined in the Indenture);

I. The Tenant and the Company have separately entered into a lease agreement in connection with the Leased Property (the "Business Lease"), pursuant to which the Company, as landlord thereunder, will build and deliver a building and related facilities to the Tenant in accordance with the terms thereof; and

J. The Company and the Issuer and the Tenant each have full right and lawful authority to enter into this Lease and to perform and observe the provisions hereof on their respective parts to be performed and observed.

K. The Company has conveyed all of its rights, but none of its obligations, under the Sublease Agreement (defined below) to the Issuer pursuant to the Sub-sublease (defined below).

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company and Tenant agree as follows (provided that any obligation of the Issuer created by or arising out of this Lease will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or charge against its general credit or taxing powers, but will be payable solely out of Revenues).

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions.

All words and terms defined in the Indenture have the same meanings when used in this Lease and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Additional Payments" has the meaning assigned in Section 5.3(B).

"Additional Tracts" means the real property described on Exhibit B attached hereto and incorporated by reference.

"Additional Tract Transfer" has the meaning assigned in Section 4.1(B).

"Applicable Environmental Law" means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Acquisition Date" means the date of which the Company acquires the Additional Tracts.

"Basic Rent" has the meaning assigned in Section 5.3(A).

"Board" means the Board of County Commissioners of Doña Ana County, New Mexico.

"Bond Documents" means, collectively, this Lease, the Indenture and the Bond Purchase Agreement, each one individually being a "Bond Document."

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Business Lease" has the meaning assigned to such term in Section 1.1.I hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Claw-Back" means a Project Claw-Back or a Closure Claw-Back.

"Company Software" means any software code, computer system, network, database, or other information system owned, controlled, or operated by or on behalf of the Company.

"Company Financing" means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, or other instruments evidencing financial obligations to which the Company, its members or any subsidiary or affiliate of the Company is a party entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement) or during the Term and after the date of initial delivery of the Bonds, for the purpose of obtaining financing of the Leased Property by the Company, its members or any subsidiary or affiliate of the Company, together with any Company Financing Lien.

"Company Financing Lien" means any pledge, encumbrance or other lien, including without limitation any deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in, or conveying title to, all or any portion of the Leased Property or any part thereof or any interest therein (including without limitation the Company's leasehold interest) entered into in connection with a Company Financing.

"Completion Date" has the meaning assigned in Section 4.4 hereof.

"Confidential Information" means all non-public information of or relating to Company, its affiliates, the Leased Property, the Project, or the transactions contemplated by the Bond Documents, in any form, that is disclosed or made available by or on behalf of Company to Issuer, Purchaser, Depositary, or their respective Representatives, or is otherwise obtained in connection with the Bond Documents. Confidential Information includes, without limitation: business plans; financial, accounting information; pricing; invoices, requisitions and certificates; plans, specifications, designs, schematics, equipment lists and inventories; network, power and utility diagrams; cybersecurity posture and controls; site access logs, video/images and observations; vendor lists and purchasing data; human resources and employment reports; legal advice and communications; trade secrets; and any security-sensitive infrastructure information. Information remains Confidential Information whether or not marked confidential. Confidential information does not include information that is public, independently developed, rightfully obtained from a non-confidential source, or information that is required by law to be made available to the general public.

"Covered Data" means all information transmitted through, cached and/or stored on, the Leased Property, in any form, format, or media.

"Effective Date" means October [20], 2025.

"Eminent Domain" means the taking of title to, or the temporary use of, all or any part of the Leased Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Leased Property during the pendency of, or as a result of a threat of, such proceedings.

"Equipment" means all equipment, fixtures and furnishings and all personal property of any kind, which is to be acquired and used on or at the Project Site, which is suitable for and used at the Project, and which is subject to depreciation for federal income tax purposes, and that is purchased with proceeds of the Bonds, or the purchase of which is reimbursed with proceeds of the Bonds, together with fixtures, furnishings and other depreciable personal property that are in replacement thereof due to damage or obsolescence.

"Event of Default" has the meaning assigned in Section 7.1.

"Force Majeure" means acts of God; strike, lockout or other industrial disturbance; acts of public enemy; war; terrorist act; sabotage; embargo; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; civil disturbance; insurrection; blockage; riot; pandemic; epidemic; landslide; lightning; earthquake; fire; hurricane; tornado; storm; flood; washout; drought; explosion; discovery of hazardous or toxic materials brought on the Project Site by third parties; partial or entire failure of power, telecommunication, data connectivity or other services to be delivered to the Project by any third party including any local utility provider; delays caused by any dispute resolution process; or any other cause or event not reasonably within the control of the Company.

"Improvements" means all buildings, structures and other improvements either presently located on the Project Site or to be constructed and installed on the Project Site in connection with the Project, together with necessary site work, including the Equipment but excluding the Tenant Improvements.

"Indemnitee" means, collectively, the Indemnified Persons as defined in Section 5.7 hereof and the Indemnified Parties as defined in Section 9.06 of the Indenture.

"Inducement Resolution" means Resolution No. 2025-96 adopted by the Board on August 26, 2025, in connection with the issuance of the Bonds.

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Company and related to the authorization, sale and issuance of the Bonds and authorization and execution of this Lease, which items of expense shall include, but are not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and Company counsel fees, initial fees of the Depositary, and other costs, charges and fees in connection with the foregoing.

"Leased Property" means the Project Site, the Improvements and the Issuer's interests under the Sub-sublease.

"Permitted Liens" means, as of the date of delivery of this Lease and as of any particular time, (i) liens for taxes, if any, to the extent permitted in Section 4.9, (ii) this Lease, any assignment or lease permitted by this Lease, (iii) mechanics', materialmens', carriers' and other similar liens, (iv) any Company Financing Lien, (v) the Business Lease and (vi) such minor defects, irregularities, encumbrances, or other liens on the Leased Property as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Leased Property for the purpose for which it is used by the Company or materially detract from the value of the Leased Property.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, or public body.

"PILOT" has the meaning assigned in Section 5.10.

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" has the meaning assigned in Section 1.1(A).

"Project Site" includes Issuer's rights pursuant to the Sub-sublease and means: (i) prior to the Additional Tract Transfer, the real property identified in Exhibit A attached hereto and incorporated by reference; and (ii) after the Additional Tract Transfer, the real property identified in Exhibit A and the Additional Tracts.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Rent" means Basic Rent and any Additional Payments.

"Security Incident" means any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Covered Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Covered Data.

"Series 2025A Bonds" means the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the aggregate principal amount of $[15,000,000,000].

"Series 2025A Company" means Yucca Growth Infrastructure, LLC, a Delaware limited liability company.

"Series 2025A Lease" means that certain lease agreement between Issuer and the Series 2025A Company dated as of October 1, 2025 relating to the Series 2025A Bonds.

"Series 2025A Leased Property" means that portion of the Leased Property that is subject to the Sublease.

"Stored Data" means any and all data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, software, firmware, code, scripts, algorithms, and any items similar to any of the foregoing, in each of the foregoing cases, collected, stored, cached, located or resident on or within, or transmitted to or from, in any way and for any period of time, the Leased Property.

"Sub-sublease" means that certain sub-sublease agreement between the Company and the Issuer dated as of October 1, 2025 by which the Company has assigned and subleased to the Issuer all of its interests, but none of its obligations, under the Sublease.

"Sublease" means that certain sublease agreement among the Series 2025A Company, the Company and the Tenant dated as of October 1, 2025 by which the Series 2025A Company has assigned and subleased certain interests in the Series 2025A Lease to the Company and the Tenant.

"Subseries 2025C Bonds" means the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the aggregate principal amount of $[124,999,925,000/25,000/25,000/25,000].

"Subseries 2025C Lease" means that certain lease agreement between Issuer and Tenant dated as of October 1, 2025 relating to the Subseries 2025C Bonds.

"Tenant" means Green Chile Ventures LLC, together with its subsidiaries, assigns, and any future transferee of its rights and obligations under the Lease Agreement between the Issuer and Green Chile Ventures LLC dated as of October 1, 2025, and entered into in connection with the issuance of the Subseries 2025C Bonds.

"Tenant Improvements" means all buildings, structures, personal property and other improvements either presently located on the Project Site or to be constructed and installed on the Project Site in connection with the Project purchased with proceeds of the Subseries 2025C Bonds, or the purchase of which is reimbursed with proceeds of the Subseries 2025C Bonds, together with necessary site work.

"Term" means the period from the date of the execution and delivery of this Lease by the Issuer and the Company to the earlier of the date of Payment of the Bonds, the date of termination of this Lease pursuant to Section 7.2(C), or October 1, 2055.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2 Rules of Construction.

A. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

B. All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

C. Any inconsistency between the provisions of this Lease and the provisions of the Indenture will be resolved in favor of the provisions of the Indenture.

ARTICLE III - REPRESENTATIONS

Section 3.1 Representations by the Issuer

The Issuer represents that, as of the date of delivery of this Lease:

A. The Issuer is a county and political subdivision organized and existing under and pursuant to the laws of the State of New Mexico ("State") and is authorized by the Act to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, and promoting a sound and proper balance in the State between agriculture, commerce and industry. The Issuer has the power under the Act to enter into the transactions contemplated by this Lease, the Indenture and the Bond Purchase Agreement and to carry out its obligations hereunder and thereunder. By proper action, the Issuer has duly authorized the execution and delivery of this Lease, the Indenture and the Bond Purchase Agreement.

B. The Issuer will lease the Leased Property to the Company and will sell the Leased Property to the Company upon the Company's exercise of its option to purchase the Leased Property, all for the purpose of promoting industry and trade by inducing the Company to locate the Project in the State and to promote a sound and proper balance in the State between agriculture, commerce and industry. The Issuer agrees to cooperate with the Company to procure from the appropriate State, county, municipal and other authorities and corporations utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

C. To finance the Costs of the Project (as defined in the Indenture), the Issuer will issue the Bonds. The Bonds shall mature, bear interest and have such other terms and conditions as are set forth in the Indenture.

D. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interests in this Lease (with certain exceptions) and the revenues and receipts derived by the Issuer from the leasing or sale of the Leased Property (with certain exceptions) will be pledged and assigned to the Purchaser as security for payment of the principal of, premium, if any, and interest on the Bonds.

E. The Issuer is in good financial health, is not insolvent, is not currently subject to any voluntary or involuntary bankruptcy proceedings, and under current New Mexico law, does not have the legal capacity or ability to file for bankruptcy protection under the United States Bankruptcy Code or applicable state or federal law. Further, the Issuer is solvent, meaning it is able to pay its debts as they become due in the ordinary course of business and has not made any assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature.

F. The Issuer further covenants and agrees that, during the Term of this Lease, (i) The Issuer will not take any action or fail to take any action with the intent or reasonably foreseeable effect of causing the Issuer to become insolvent or unable to meet its financial obligations when due, (ii) The Issuer will not voluntarily commence or consent to any bankruptcy, receivership, or insolvency proceedings, nor make any assignment for the benefit of creditors, so long as such restriction is permitted by applicable law, and (iii) the Issuer will use its best efforts to maintain its financial health and solvency throughout the Term of this Lease.

G. The execution, delivery and performance of the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the knowledge of the Issuer threatened, against the Issuer, which seeks to or does restrain or enjoin the issuance and delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

H. No officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

Section 3.2 Company Representations.

The Company represents that, as of the date of delivery of this Lease:

A. The Company is a limited liability company duly organized and validly existing under the laws of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease, the Indenture, and the Bond Purchase Agreement.

B. The execution, delivery and performance by the Company of this Lease, the Indenture, and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Company's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Company is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Company, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease, the Indenture, and the Bond Purchase Agreement have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease, the Indenture, or the Bond Purchase Agreement, (ii) in any manner questions the validity or enforceability of the Bonds, this Lease, the Indenture, or the Bond Purchase Agreement, or (iii) questions the authority of the Company to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company has induced the Company to undertake the Project and to locate its business in Doña Ana County, New Mexico.

F. The Company intends to cause the Tenant to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a data center facility and related infrastructure and facilities so as to qualify the Improvements, as applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. As agent for the Issuer, the Company proposes to construct, acquire and install the Improvements which the Company intends to qualify for the tax-exemptions pursuant to Section 7-9-54 NMSA 1978, as amended. The Company shall have the sole responsibility for the construction, acquisition, equipping and installation of the Improvements, and may perform the same, by itself or through affiliates, agents, contractors, subcontractors or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such construction, acquisition and installation, the Company shall procure from the appropriate State, county, municipal and other authorities and corporations, utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

H. None of the proceeds of the Bonds will be used to provide working capital.

I. The Improvements will be located on the Project Site which is within the boundaries of the Issuer.

J. This Lease will serve as a financing agreement, from which revenues will be derived for the purpose of providing payment for the account of the Issuer of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and providing that the Company shall be obligated to pay for the maintenance of and insurance or meet self-insurance requirements on the Project as required by the Act.

K. The Company has the economic ability to meet all of the financial obligations imposed upon the Company under this Lease.

L. To the knowledge of the Company, no officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

M. The Company has heretofore supplied the Issuer estimates of the Costs of the Project and the Completion Date. The Company hereby warrants that such estimates for the Project were made in good faith and are fair, reasonable and realistic but are subject to revision as the Leased Property is constructed, acquired and installed due to foreseen and unforeseen circumstances.

N. The Company shall cause to be paid all costs of the Leased Property in excess of the moneys available therefor in the Acquisition Account.

O. To the knowledge of the Company, no event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" under this Lease or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Lease.

P. The Company offers its employees and their dependents health insurance coverage that is in compliance with the New Mexico Insurance Code and contributes not less than fifty percent (50%) of the premium for health insurance for employees, who choose to enroll.

3.3 Tenant Representations.

The Tenant represents that, as of the date of delivery of this Lease:

A. The Tenant is a limited liability company duly organized and validly existing under the laws of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease.

B. The execution, delivery and performance by the Tenant of this Lease, will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Tenant's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Tenant is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Tenant, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Tenant of this Lease have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Tenant, threatened against the Tenant, which (i) seeks to or does restrain or enjoin the execution and delivery of this Lease, or the Business Lease, (ii) in any manner questions the validity or enforceability of the this Lease, the Business Lease, or (iii) questions the authority of the Tenant to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company and the agreement by the Company to execute this Lease and the Business Lease has induced the Tenant to undertake the Project and to locate its business in Doña Ana County, New Mexico.

F. The Tenant intends to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a data center facility and related infrastructure and facilities so as to qualify the Improvements, as applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that Tenant shall be solely and personally responsible with respect to the obligations and representations under Sections 4.16, 4.20, 4.21, 4.22, 5.3, 5.6, 5.7, 5.8, 5.10 and 7.5 of this Lease. Such obligations are not the obligations of the Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project. Furthermore, if and when the Company, or any lender under any Company Financing, acquires the Leased Property or Project, Tenant shall execute any document and make any payment required to release Company, any lender under any Company Financing and the Leased Property or Project from any and all claims or judgements for any obligations of Tenant under this Lease, including but not limited to those obligations in Sections 4.16, 4.20, 4.21, 4.22, 5.3, 5.6, 5.7, 5.8, 5.10 and 7.5 of this Lease.

H. The Tenant has the economic ability to meet all of the financial obligations imposed upon the Tenant under this Lease.

I. To the knowledge of the Tenant, no officer or other official of the Issuer has any interest of any kind in the Tenant which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

J. The Tenant shall cause to be performed and/or paid all obligations and liabilities of Tenant under this Lease.

K. To the knowledge of the Tenant, no event has occurred and no condition exists with respect to the Tenant that would constitute an "Event of Default" under this Lease or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Lease.

L. The Tenant offers its employees and their dependents health insurance coverage that is in compliance with the New Mexico Insurance Code and contributes not less than fifty percent (50%) of the premium for health insurance for employees, who choose to enroll.

M. The Tenant is and will remain in compliance with the Healthy Workplaces Act (50-17-1 et seq. NMSA 1978) at all times during the Term.

ARTICLE IV - THE PROJECT

Section 4.1 Construction, Acquisition, Installation and Completion.

A. The Company will, on behalf of and as agent of the Issuer, acquire, construct and improve the Leased Property and will undertake to complete the Project. On or prior to the date of issuance and delivery of the Bonds and execution of this Lease, the Company has conveyed or caused to be conveyed to the Issuer, by deed, bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer ("Conveyancing Documents"), to all of the Company's interest in the Project Site and in any and all Improvements as may exist at that time and thereafter to be acquired and, to the extent necessary, the Company shall from time to time transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer so that legal title will vest in the Issuer pursuant to the Conveyancing Documents that the Company may subsequently deliver to the Issuer. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 6.02 of the Indenture. To the extent reasonably possible, the Company will cause the Leased Property to be completed with proceeds of the issuance of the Bonds and the Company will use its reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources. Use of the Series 2025A Leased Property by the Company and the Tenant is subject to the provisions of the Sublease, and the Sub-sublease and the rights of the Issuer leased to the Company pursuant to the Sub-sublease will not terminate the Sublease and will not disturb the rights and use of the premises subject to the Sublease by the Series 2025A Company and the Tenant. The Issuer, at the request of the Company, shall enter into a non-disturbance agreement with the Company recognizing the Company's rights and benefits under the Business Lease as a permitted sublease of the Project.

B. After the Acquisition Date, and after providing written notice to the Issuer via electronic means, the Company may convey or cause to be conveyed to the Issuer, by deed, bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer, to all of the Company's interest in the Additional Tracts (the "Additional Tract Transfer"). To the extent that the Additional Tract Transfer requires approval or consent by the Issuer, this Lease shall be evidence of said approval. Once the Additional Tract Transfer has been finalized and recorded by the Company, and the Issuer has received an electronic copy of the documents conveying the Additional Tracts to the Issuer, the Additional Tracts will be deemed part of the Project Site and the Leased Property for purposes of this Lease, the Indenture, and all associated documents.

Section 4.2 Plans and Specifications; Changes.

The Company will maintain a set of plans and specifications for the during the period of construction, acquisition and equipping which will be available to the Issuer and the Purchaser for inspection and examination during the Company's regular business hours. The Company may change, supplement, amend and add to such plans and specifications and is authorized to omit or make substitutions for components of the Leased Property without the approval of the Issuer or the Purchaser; provided that the Company will not make any changes that will change the nature of the Project as a qualified “project” as defined in and as contemplated by the Act.

Section 4.3 No Warranty.

THE COMPONENTS OF THE LEASED PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE LEASED PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE LEASED PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE LEASED PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Completion Date.

On the date the Project is complete in the sole opinion of the Company (the “Completion Date”), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Costs of the Project incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. Subject to delays caused by Force Majeure, the Company will cause the Completion Date to occur not later than October 1, 20[55]; provided that the parties agree that the Company may request the Issuer for an extension of such date, it being understood that any such extension is in the absolute discretion of the Board. After the transfer of remaining moneys in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account.

Section 4.5 Gross Receipts and Compensating Tax.

A. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section 4.5, will file returns for reporting and paying any gross receipts tax or compensating tax which is due related to the Project. The Issuer, at the request of the Company; the Company, as agent for the Issuer; or SAC III Acquisition Co., LLC, as agent for the Company as agent for the Issuer, will apply to the TRD for nontaxable transaction certificates (as such term is used in the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978, as amended) ("Nontaxable Transaction Certificates"). Nontaxable Transaction Certificates shall be executed and delivered by the Company, as agent for the Issuer, or SAC III Acquisition Co., LLC, as agent for the Company as agent for the Issuer, to vendors, in order to permit the vendors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for the vendors' receipts from the Company, as agent for the Issuer, or SAC III Acquisition Co., LLC, as agent for the Company as agent for the Issuer, for sales of the Improvements. The Company will pay within any statutory deadlines any gross receipts or compensating tax plus applicable penalty and interest that is found by the TRD to be due from the Company or the Issuer with respect to the Project. The Company, at its sole expense, may request any rulings from the TRD which the Company determines may be necessary or desirable to clarify the New Mexico gross receipts and compensating tax implications of transactions related to the Improvements and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act or other applicable procedures, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer specifically acknowledges that since the adoption of the Inducement Resolution, an agency relationship for purposes of the gross receipts tax deduction under Section 7-9-54 NMSA 1978, as amended, and applicable regulations has existed between the Issuer and the Company and among SAC III Acquisition Co., LLC, the Company, and the Issuer with respect to the Project. The Issuer agrees, at the request and expense of the Company, to make reasonable modifications to this Lease that are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed upon the Company or the Issuer as a result of the Project or its operation.

B. The Company has advised the Issuer and it is intended by the parties hereto that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property (i) is included in the Improvements (as provided for in Section 7-9-3.4(B) NMSA 1978, as amended) and (ii) is purchased or reimbursed with proceeds of the Bonds on or prior to the Completion Date, shall be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the fullest extent permitted by Sections 7-9-14 and 7-9-54 NMSA 1978, as amended, and applicable regulations. The deduction from gross receipts or governmental gross receipts, and the exemption from compensating tax, shall not apply to purchases of Improvements except as provided in the preceding sentence, and, except as contemplated in the preceding sentence, the Company and SAC III Acquisition Co., LLC shall not be authorized by this Lease to provide Nontaxable Transaction Certificates to vendors.

Section 4.6 Assessment in the Company's Name.

If this Lease has not been terminated on or before October 1, 2055 and if the Leased Property was not assessed for property tax purposes during the Term, the Company (which, for purposes of this Section 4.6, means the then current lessee of the Leased Property under this Lease) will take all necessary action to have the Leased Property assessed for property tax purposes in the name of the Company on January 1, 2056, and the Company (or, if the Issuer does not hold title to the Leased Property, the holder of such title) will pay all *ad valorem* taxes on the Leased Property from and after January 1, 2056. If the Leased Property must be transferred to the

Company to accomplish such assessment, this Lease will thereafter be construed to be an installment sale agreement and all terms and provisions of this Lease will remain in full force and effect. The provisions of Article IX of this Lease govern the delivery and form of any such deed, bill of sale or other transfer.

If the Company fails to comply with its obligation to get the property assessed in its name as set forth in this Section by October 1, 2055, then, the Issuer may take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. The Company shall reimburse the Issuer or pay on behalf of the Issuer all of the Issuer's expenses (including, but not limited to, reasonable counsel fees and expenses) incurred in effecting such assessment.

Section 4.7 Compliance with Law.

The Company and Tenant will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Leased Property, will comply with all lawful requirements of any governmental body, agency or department regarding the use or condition of the Leased Property and will cause the Leased Property, upon completion, to comply with all applicable restrictive covenants and all other applicable laws, ordinances, statutes, rules and regulations relating to the Leased Property as a whole. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to the requirement so contested. Notwithstanding the above, any failure of Company which is inadvertent, unintentional, or immaterial shall not cause a violation of this section and Company shall, upon written notice by the Issuer, have a reasonable opportunity to cure such inadvertent, unintentional, or immaterial violation.

Section 4.8 Nuisance Not Permitted.

The Company and Tenant will not permit or suffer its tenants, agents, employees, invitees (including contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Leased Property or itself commit a nuisance in connection with its use or the occupancy of the Leased Property. The parties agree that the Company's maintenance of noise levels consistent with any local noise limitations in place during the Term will be deemed compliance with this provision.

Section 4.9 Taxes and Utility Charges.

The Company will pay, or cause the Tenant to pay, as and when due, (i) all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property; (ii) all utility and other charges incurred in the operation, maintenance, use and upkeep of the Leased Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Leased Property. With respect to landscape irrigation, a to-be-formed property association (the "Association") may pay such associated expenses. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this

Section 4.9 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.10 Maintenance.

The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Leased Property. During the Term of this Lease, the Company and Tenant will, in its discretion and at its own expense pursuant to the terms of the Business Lease, keep the Leased Property in safe repair and in such operating condition as is needed for operations of the Leased Property and make, or cause to be made, all necessary repairs and replacements to the Leased Property (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) as determined in the Company's sole discretion.

Section 4.11 Replacement and Removal of Leased Property.

The Company may replace or remove, with the prior written consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), any real property constituting a part of the Leased Property and thereby acquire title to such real property, provided that such replacement or removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any Leased Property permitted by this Section 4.11 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments. Nothing in this Section 4.11 shall limit the Company's right to acquire title to a portion of the Project, including any item of equipment or other personal property or parts thereof, pursuant to the option to purchase.

Section 4.12 Eminent Domain; Damage; Destruction.

The Company will give, or cause the Tenant to give, prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Leased Property. If the Issuer or the Company or Tenant receives notice of the proposed taking of all or any part of the Leased Property by Eminent Domain, it will give prompt notice to the others and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. Unless otherwise provided in a Company Financing Lien, the Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Leased Property will be paid to the Company.

Section 4.13 Insurance.

Subject to the provisions of the Business Lease, the Company will keep, or cause the Tenant or the Association to keep, the Leased Property continuously insured against such risks and in such amounts, with such deductible provisions, as are reasonable and customary as determined by the Company, the Tenant or the Association, as applicable, in connection with the type and size of the Leased Property. Each property insurance policy will show the Company, the Tenant, or the Association, as applicable, as loss payee and each commercial general liability insurance policy will show the Company, the Tenant or the Association, as applicable, as loss payee and the Issuer as an additional insured, under such policies. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, the Tenant or the Association, as applicable, by a captive insurance company controlled by the Company or the Tenant, as applicable, or through self-insurance. Such insurance will include general liability insurance against liability for claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Leased Property. The Company or the Tenant, as applicable, shall also comply with the workers' compensation laws of the State (unless the Company or the Tenant, as applicable, has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection.

Subject to the reasonable confidentiality, security and safety requirements and policies of the Company, the Tenant and the Association, including, but not limited to, the execution of non-disclosure and confidentiality agreements by the Issuer, and with at least two-weeks' advance written notice to the Company, during the Term, the Company and the Tenant will give the Issuer, the Purchaser and their duly authorized agent during regular business hours (i) such rights of access to the Leased Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Leased Property as a whole for any purpose contemplated by this Lease. The Company and the Tenant will execute, acknowledge and deliver all such further documents, including any easement, and do all such other acts and things as may be reasonably necessary in order to grant to the Purchaser such rights of access and entry. During the Term, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Leased Property by the Company or the Tenant to any other Person. Issuer will, at all times, protect any Confidential Information obtained during an inspection or otherwise through discussions with the Company. For the avoidance of doubt, the right of entry granted to the Issuer, the Purchaser and their duly authorized agent shall not include: (a) any access to the restricted areas of the Project as designated by the Company or the Tenant or any of the Equipment as defined in the Subseries 2025C Lease; (b) access to the Company's intellectual property or other proprietary information; or (c) the right to use any of the Equipment.

Section 4.15 Liens.

Except for Permitted Liens, the Company and/or Tenant will not suffer any material liens to exist on the Leased Property as a result of any claims brought against the Company or others pursuant to a right or interest not existing in connection with, or permitted by, this Lease. The Company and/or Tenant will notify the Issuer and the Purchaser of the existence of any lien, other than a Permitted Lien, on the Leased Property within 60 days after such lien attaches. The Company may, in good faith, contest the validity of any lien on the Leased Property. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect the lien so contested. Notwithstanding the foregoing and unless otherwise prohibited in a Company Financing Lien, Company may impose a lien on any of the Leased Property held by the Issuer during the term of the Lease in order to protect its interest in the underlying property in the event of insolvency of Issuer.

Section 4.16 Use of Project; Project and Closure Claw-Backs.

A. [The Company will use, or cause the Tenant to use, the Project continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in this Section 4.16, "continuously" means regularly and without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.16(A) if such temporary cessation is (i) during holiday periods or as a result of maintenance or renovation of the Leased Property or other similar circumstances, in each case without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project; or (ii) as a result of Force Majeure.

B. If the Company or the Tenant fails to use the Project consistent with the definition of "project" as defined by the Act as in effect on the date of issuance of the Bonds, the Tenant shall pay to the Issuer an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Tenant pursuant to Section 5.10 (the "Project Claw-Back"). For the avoidance of doubt, the Tenant is solely and personally responsible for the obligations under this Section 4.16(B), and such obligations are not the obligations of the Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project.

C. In the event of a temporary cessation of operations permitted by the third sentence of subsection A of this Section 4.16, the Company shall use its best efforts, or cause the Tenant to use its best efforts, to resume operations of the Project so as to constitute a "project" within the meaning of the Act. Failure to resume operations of the Project by not later than 24 months from the expiration of the 30-day period referred to in subsection A or from the cessation of the event of Force Majeure shall constitute a failure to comply with subsection A of this Section 4.16. In such event, the Tenant shall pay to the Issuer not later than 30 days after expiration of the 24-month cure period referred to above, an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Tenant pursuant to Section 5.10 (the "Closure Claw-Back"). For the avoidance of doubt, the Tenant is solely and personally responsible for the obligations under this Section 4.16(C), and such obligations are not the obligations of the Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project.

D. If the Tenant permanently ceases operations in the County on or before October 1, 2030, the Tenant will repay to the Issuer the percentage shown below of the *ad valorem* taxes on the Project Property that the Company would have been required to pay if the Bond had not been issued by the Issuer and the Project Property had been subject to *ad valorem* taxation. The abated tax shall be calculated using mill levies and actual property tax valuations and rates for each tax year. All PILOT, PILOT Increases (as defined below) and Project Claw-Backs previously made by the Company and Tenant to the Issuer will be credited towards the payment of such amount. For the avoidance of doubt, the Tenant is solely and personally responsible for the obligations under this Section 4.16(D), and such obligations are not the obligations of the

Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project.

Elapsed Time from Issue Date of Bond	Percentage of Abated Tax to be Repaid
[Years 0-3]	[100%]
[Year 4]	[70%]
[Year 5]	[40%]
[Year 6 and thereafter]	[0%]

E. For the avoidance of doubt, an event giving rise to a Claw-Back liability in this Section shall not constitute an Event of Default nor shall it preclude the full applicability of the *ad valorem* tax abatement resulting from the Leased Property being owned by the Issuer in future years in which the Project is in compliance with this Section 4.16.]

Section 4.17 Easements.

The Company may at any time or times grant easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any part of the Leased Property and the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration. The Issuer will join in any such grant or release at the reasonable request and expense of the Company upon receipt by the Issuer of a certificate executed by an officer of the Company stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company, (ii) that such grant or release will not materially impair the effective use of the Leased Property or materially interfere with the operation of the Project, and (iii) that such grant or release is permitted pursuant to any Company Financing Liens.

Section 4.18 Local Hiring.

Commencing with the issuance of the Bonds, the Company and Tenant each separately agree to use its best efforts to offer appropriate positions for the operation of the Project to qualified applicants residing in Doña Ana County where such applicants possess qualifications for such positions equal to or greater than the qualifications of other applicants who might exist at the time of hiring. The Company and Tenant each separately agree to coordinate with the County to publicize their respective hiring needs, and to participate in job fairs within the County in the year prior to commencement of operations.

Section 4.19 Local Purchasing.

The Company and Tenant will coordinate with the Issuer to publicize their requirements for labor, services, materials and supplies to encourage participation by vendors based within Doña Ana County in connection with the construction, acquisition, installation and operation of the Leased Property.

Section 4.20 PILOT Increase.

A. [If the sum of full-time equivalent employees and 50% of part-time employees attributable to the Project is less than (i) [37.5/37.5/37.5/37.5] on December 31, 20[29], (ii) [87.5/87.5/87.5/87.5] on December 31, 20[30] and (iii) [175/175/175/175] on December 31, 20[31] (each such date a "Job Target Date"), as set forth in the annual report of the Tenant to the Issuer pursuant to Section 4.21, and such employment shortfall is not cured prior to February 28 of the calendar year following such Job Target Date (the "Employment Cure Period"), then the Issuer may require an increase to the Company's PILOT due pursuant to Section 5.10 solely in the calendar year immediately following the Employment Cure Period (the "PILOT Increase"). The amount of the PILOT increase will not exceed the maximum applicable percentage (the "Applicable Percentage") shown below, and such amount shall be calculated by multiplying the Applicable Percentage to the PILOT due pursuant to Section 5.10 for the year immediately following the applicable Employment Cure Period. For the avoidance of doubt, the Tenant is solely and personally responsible for the obligations under this Section 4.20(A), and such obligations are not the obligations of the Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project. For the avoidance of doubt, the job creation requirements of this Section are not additive to the job creation requirements of Section 4.20 of the Series 2025C Lease, and satisfaction of this Section will necessarily satisfy Section 4.20 of the Series 2025C Lease. The job requirements in this Section are for the entire data center campus as explained in the annual report described in Section 4.21.

Percentage of Actual vs. Projected Full-Time Employees on Job Target Date	**Applicable Percentage of PILOT Increase**
[80%-100%]	[0%]
[65%-79%]	[15%]
[50%-65%]	[30%]
[30%-49%]	[45%]
[less than 30%]	[60%]

The Issuer acknowledges that the purpose of the PILOT Increase is not to penalize the Company for business conditions or events that are outside the control of the Company. Accordingly, if an Adverse Economic Event (as defined below) has occurred on or prior to a Job Target Date, the Company may request by written notice to the Issuer at least 30 days before the Job Target Date, that the Issuer defer the Job Target Date for a 12-month period (the "Deferred Job Target Date") and the Issuer agrees that such request for deferral will not unreasonably be denied. As evidence of the Adverse Economic Event, the Issuer may request that the Company provide a certificate attesting to the existence and impact of the Adverse Economic Event on the Company's operations. In the event that the Adverse Economic Event continues to adversely affect the Company's operations on the Deferred Job Target Date, the Company may request that the Issuer reconsider and/or adjust the employees required for the Job Target Date or the

Applicable Percentage and/or provide an additional deferral of the Job Target Date and the Issuer agrees to consider such request in good faith. For the purposes hereof "Adverse Economic Event" means Force Majeure, a decline in the gross domestic product (GDP) of the United States economy for two (2) or more consecutive quarters, labor disputes or other conditions, a material decline in the demand for data server capacity and related products either in the State of New Mexico, or in the United States in general, as reported by an information source or governmental successor thereto for two (2) or more consecutive quarters or other events beyond the Company's reasonable control.

In the event that the Issuer determines there is a substantial shortfall of actual versus projected jobs, then the Issuer may require a PILOT increase for the year immediately following the applicable Employment Cure Period to the extent provided for in the table above.

B. Notwithstanding anything to the contrary in this Lease, the Issuer may not assess a Claw-Back for an amount exceeding: (i) the aggregate amount of exempted *ad valorem* taxes that would have been due to all taxing authorities from the Company and its vendors in connection with the Leased Property if the Bonds had not been issued from the date of the Inducement Resolution to the date when the Issuer assessed said Claw-Back, minus (ii) any and all payments made under the PILOT plus any and all previously paid Claw-Backs. The Issuer may reduce the amount of a Claw-Back to ensure that such Claw-Back meets the requirements of this Section 4.20(C). Claw-Backs may only be assessed on an annual basis.]

Section 4.21 Annual Report.

The Tenant shall submit to the County Manager of the Issuer on an annual basis beginning no later than July 31, 2026 and each July 31st thereafter a joint report filed for both Company and Tenant, and their respective contractors, with respect to the immediately preceding twelve months (i) containing a certificate signed by an authorized representative of the Tenant stating the number of employees of the Company and the Tenant, and their respective contractors, for the Project, setting forth the classifications of such employees, and setting forth the salary or wages (including employee benefits and stock compensation) actually paid to such employees and calculating the average annual salary or wage (including employee benefits and stock compensation), as applicable, for such employees; (ii) describing actions taken by the Company and the Tenant in the preceding twelve months with regard to Section 4.20 or such shorter period from the date of issuance of the Bonds to such July 31, as applicable; (iii) describing any economic benefits arising out of the Leased Property for the benefit of the Issuer and its residents; (iv) describing the extent of the Company's and the Tenant's compliance with the provisions of Sections 4.18 and 4.19, including, to the extent available and not subject to legal limitations on disclosure, demographic data for new hires, if any, by the Tenant and the Company, and their respective contractors, for the Project; (v) to the extent that the economic projections for the Project in the industrial revenue bond application submitted to the Issuer vary significantly from actual economic performance, the Tenant's explanation of the variance; (vi) to the extent non-proprietary, the total dollar value of purchases of goods and services both inside and outside of the State; and (vii) any other reporting requirements imposed by the Governmental Accounting Standards Board or other State or federal agencies.

Section 4.22 Outstanding Principal Amount Report.

The Company agrees to submit to the Issuer's County Manager on an annual basis beginning no later than July 31, 2026, and each July 31 thereafter a report signed by an Authorized Company Representative stating the outstanding principal amount of the Bonds as of June 30 of that year.

Section 4.23 Data Protection.

A. Covered Data. Between the Issuer and the Company, all Covered Data and Leased Property transmitting or containing Covered Data will be solely under Company's control, and Issuer shall not have any rights to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over or ownership or other rights to any Covered Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Covered Data, Issuer will immediately and in no event later than five (5) Business Days notify Company and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand as determined in the sole discretion of the Company and to ensure that the Covered Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand. Under no circumstances may Issuer access and/or provide such Leased Property or Covered Data to any third party, including any governmental entity, whether in response to any claim, inquiry, request or legal demand from such third party or otherwise.

B. Software. The Issuer acknowledges that the Company Software is proprietary to Company and is to be used solely by Company. Issuer receives no license or other rights to the Company Software. The Issuer shall not access, appropriate, or otherwise use the Company Software and agrees not to disclose or otherwise make available the Company Software and/or related technology to any third parties.

C. Security Incidents. Between the Issuer and the Company, the response to any and all Security Incidents (including, without limitation, all remediation and preventative efforts) will be solely under Company's control. Issuer shall notify Company promptly and in no event later than one (1) Business Day following its actual discovery of any Security Incident that Company has not previously alerted Issuer to and that has not previously been publicly disclosed (either by or on behalf of Company or by a third party). Issuer agrees that it will not communicate with any third party (including, but not limited to, any governmental entity, the media, vendors, or consumers) regarding any Security Incident without the express written consent and direction of Company, except as required by applicable law. Upon Company's request, pursuant to Company's instruction, and at Company's sole cost and expense, Issuer shall reasonably support Company in its response to the Security Incident, including, without limitation, assistance with or the performance of all reasonably necessary and corrective action.

Section 4.24 Confidential Information.

A. The Issuer acknowledges and agrees that:

(i) Issuer shall (i) keep Confidential Information strictly confidential, (ii) use it solely to administer and perform the Bond Documents, and (iii) disclose it only to their representatives on a need-to-know basis who are bound by written confidentiality obligations at least as protective as this Section.

(ii) Issuer will implement and maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of the Confidential Information (including secure transmission and storage, access controls, and prohibition on use of personal email or unapproved devices for storage/transmission).

(iii) Upon Company's written request or upon expiration/termination of the applicable Bond Document, each recipient will promptly (x) return or destroy Confidential Information (including copies and extracts) and (y) certify such destruction; provided a recipient may retain archival copies to the extent required by law or bona fide record retention policies, which copies shall remain subject to this Section until destroyed.

(iv) Issuer (or, if applicable, Company or Depositary) receives any request under public records/open records laws or other similar laws that may call for disclosure of Confidential Information, it shall promptly (and, where practicable, before producing any documents) notify Company and reasonably cooperate, at Company's expense, to assert applicable exemptions (including trade secret, confidential business information, critical infrastructure and security-sensitive information) and to seek protective orders or other relief. Only the minimum portion of information that is legally required to be disclosed shall be produced, and all legally permissible redactions shall be applied.

(v) Company is entitled to seek injunctive and other equitable relief (without posting bond) to prevent or curtail unauthorized disclosures or use, in addition to any other remedies available at law or equity. To the maximum extent permitted by law, no party shall be liable for consequential, incidental, special or punitive damages in connection with a breach of this Section, except to the extent awarded to a third party in connection with a third-party claim.

Section 4.25 Stored Data.

A. The Issuer acknowledges and agrees that:

(i) The Stored Data shall be owned and controlled exclusively by the Company (or its permitted successors or assigns) at all times.

(ii) At all times, the Company may destroy, relocate or let remain the Stored Data, or take any other action with respect to the Stored Data, in its sole and absolute discretion, without consulting or delivering any notice to the Issuer.

(iii) The Issuer has no right, title or interest whatsoever in or to the Stored Data, including, without limitation, any right to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data, or to allow any Person to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Stored Data, Issuer will notify Company immediately, and in no event later than five (5) Business Days, and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand to ensure that the Stored Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand.

(iv) This Section 4.24 shall survive the expiration of the Term.

Section 4.26 Limitation on Claw-Back Under this Agreement.

Issuer and Company acknowledge that the Company is relying on the benefits provided for in this Agreement to incur the expenses necessary for the success of the Project. Accordingly, Issuer and Company agree, notwithstanding any other provisions of this Agreement (including, without limitation, any requirement, condition, covenant, commitment, representation or warranty found in any provision (collectively the "Company Obligations")) that in no event shall Company be denied the ability to obtain or retain any such benefits (i) unless Company has first received full and fair advance notice with sufficient time to cure any Event of Default or Claw-Back, or (ii) if any failure by Company to satisfy any obligations contained herein was inadvertent, unintentional, or immaterial.

ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT

Section 5.1 Lease of the Leased Property; Term.

In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Leased Property, to the extent acquired by the Issuer, to the Company for the Term. To the extent permitted by law, the Issuer and the Company will cooperate and take all actions in compliance with Section 10.8 herein to allow for the continuation of the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein.

Section 5.2 Quiet Enjoyment.

The Issuer will not take any action, other than pursuant to Section 4.14 or Article VII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Leased Property during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company's expense, to the extent the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Rent.

A. The Company will pay to the Purchaser for the account of the Issuer, such amounts at such times as are necessary to make all payments of principal of, interest on and any redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (collectively, the "Basic Rent");

B. The Company will also make the following payments (the "Additional Payments" and, together with the Basic Rent, the "Rent"):

(i) to or on behalf of the Depositary, the reasonable fees and charges of the Depositary for all services of the Depositary, and all reasonable expenses (including reasonable counsel fees and expenses) incurred by the Depositary in connection with its duties under the Indenture, if scheduled, when due and, otherwise, promptly on demand by the Depositary, which fees, charges and expenses may be more specifically determined by an agreement between the Depositary and the Company;

(ii) to or on behalf of the Issuer, all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees and expenses) incurred by the Issuer in connection with the issuance of the Bonds, the performance of its duties under this Lease and the Indenture, and post-issuance work or legal assistance required by the Issuer in relation to this Lease, the Indenture or any documents associated to the Bonds, promptly on demand of the Issuer; and

(iii) to the Issuer, and in addition to any other amounts owed under this Lease or any related agreement, the Issuer's reasonable expenses incurred in connection with the amendment of this Lease or any related agreement.

C. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party (other than the PILOT Payments) under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 5.4 Obligations Unconditional.

The obligation of the Company and/or Tenant to pay, or cause to be paid, the Rent and to perform its other obligations under this Lease is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of damage to or destruction of or removal of all or any portion of the Leased Property or any other event or condition. In the event the Issuer fails to perform any of its obligations under this Lease, the Company and/or Tenant, each at its own cost and expense, may institute such action against the Issuer as the Company and/or Tenant may deem necessary to compel such performance. The Company and/or Tenant may also, each at its own cost and expense and in its own name or, if legally necessary, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third parties which the Company and/or Tenant deems reasonably necessary in order to secure or protect its title to or its right of possession and use of the Leased Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company and/or Tenant, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Notwithstanding the above paragraph, it is the intention of this Lease that the Company and/or Tenant shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company and/or Tenant for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Lease. As described in Section 6.1 hereof and in Section 3.01 of the Indenture, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to this Lease including the right to receive payments hereunder, excluding the Issuer's rights under Sections 4.20, 5.3(B), 5.7, 5.8 and 5.10 hereof and any other provision hereof which requires payment, indemnification and reimbursement to the Issuer.

Section 5.5 Filing; Further Assurances.

The Issuer and the Company will, at the direction of the Purchaser and at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Leased Property, including, without limitation, the filing of financing statements and continuation statements, the amendment of this Lease to include additional property in the Leased Property and the execution, acknowledgement, delivery and filing of any other necessary agreements and instruments. The Issuer will execute such instruments as may be reasonably requested by the Company to permit compliance with this Section 5.5.

Section 5.6 Claims.

The Tenant will pay and discharge and will indemnify and hold harmless the Issuer from (i) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Lease and (ii) any taxes, assessments, impositions and other charges in respect of the Leased Property. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Tenant, and the Tenant will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 5.7 Indemnity, Expenses.

A. To the extent not caused or occasioned by the gross negligence or willful misconduct of the Indemnified Persons or any Indemnified Person (as such terms are defined below), the Tenant shall indemnify and hold the Issuer and its governing body, officers, agents, and employees (hereinafter, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, the Indenture and this Lease and the obligations imposed on the Issuer hereby and thereby; or the construction, acquisition, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or Tenant or any of its officers or employees to the Indemnified Persons or an Indemnified Person with respect to the Company or Tenant, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs or any breach or default on the part of the Company or Tenant in the performance of any representation, covenant or agreement of the Company or Tenant under this Lease, or any related document, or arising from any acts or failure to act by the Company or Tenant, or any of its agents, contractors, servants, employees or licensees; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; and (iv) any loss or damage incurred by the Issuer as a result of violation by the Company or Tenant of the provisions of Section 3.2, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, installation and renovation or sale of the Leased Property or any part thereof. The Tenant also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Persons from and against, all costs, reasonable attorney fees, expenses and costs incurred in any suit, action or proceeding brought by reason of any such claim.

If any such suit, action or proceeding is brought against the Issuer or any other Indemnified Person, the Issuer or such Indemnified Person shall, within 10 days of being notified of such suit, action or proceeding against it, notify the Company and Tenant, in writing, and the Tenant shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer or such Indemnified Person (provided that such approval by the Issuer or such Indemnified Person shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Issuer or such Indemnified Person to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Issuer or such Indemnified Person is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Issuer or such Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defenses of the Issuer or such Indemnified Person should be handled by separate counsel, the Tenant shall not have the right to assume or cause the assumption of the defense of the Issuer or Company or such Indemnified Person; however, the Tenant shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

If the Tenant shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Issuer or Company or any Indemnified Person, the reasonable fees and expenses of counsel retained by the Issuer or Company or such Indemnified Person shall be paid by the Tenant. Notwithstanding, and in addition to, any of the foregoing, the Issuer or any Indemnified Person shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. The Tenant shall not be liable for any settlement of any such suit, action or proceeding effected without the written consent of the Tenant, but if settled with the written consent of the Tenant or if there is a final judgment for the plaintiff in any such suit, action or proceeding with or without consent, and after all appeals have been taken and final orders or dismissals entered, the Tenant agrees to indemnify and hold harmless the Issuer or Company or such Indemnified Person from and against any loss or liability by reason of such settlement or judgment other than a judgment merely confirming a settlement entered into without the written consent of the Tenant.

B. The Tenant shall also indemnify the Issuer or Company or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Company or the Tenant under this Lease or any related agreement, (ii) taking any action requested by the Company or Tenant, including but not limited to, assigning, amending or terminating this Lease or any related agreement (iii) taking any action required by this Lease or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Lease or any related agreement.

C. The obligations of the Tenant under this Section 5.7 shall survive any assignment or termination of this Lease, the discharge of the Indenture or the resignation or removal of the Depositary or the termination of its duties.

D. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Lease, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 5.8 Environmental Matters.

To the extent that the Leased Property shall house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, the possession and use of such materials shall be in accordance with Applicable Environmental Law, including any applicable regulations.

To the extent that the use which the Company or the Tenant makes or intends to make of the Leased Property shall result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on the Leased Property, such use will be in accordance with Applicable Environmental Law. For purposes of this Lease, the terms “hazardous substance” and “release” will have the meanings specified in CERCLA, and the term “disposal” (or “disposed”) will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for “hazardous substance,” “release,” or “disposal” which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided further, that the term “hazardous substance” will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

The Tenant shall promptly notify the Depositary and the Issuer of any material violation or an alleged material violation of any Applicable Environmental Law related to the Leased Property of which the Company becomes aware.

Section 5.9 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Lease, and the execution of this Lease shall constitute conclusive evidence of approval of the Indenture by the Company to the extent it relates to the Company.

Section 5.10 Issuer Payment.

Beginning on December 31, 2025, the Company, as disclosed agent to the Tenant, shall make aa payment in lieu of taxes (the "PILOT") to the Issuer in an amount equal to [$[93,750], which will be in satisfaction of any payments in lieu of taxes owed by Tenant pursuant to the Subseries 2025C Lease]. Beginning on December 31, 2026, and continuing on December 31, 2027, the Company, as disclosed agent to the Tenant, shall pay an annual PILOT to the Issuer in an amount equal to [$[2,531,250], which will be in satisfaction of any payments in lieu of taxes owed by Tenant pursuant to the Subseries 2025C Lease]. Beginning on December 31, 2028, the Company, as disclosed agent to the Tenant, shall pay a PILOT to the Issuer in an amount equal to [$[2,437,500], subject to increases as provided under Section 4.20, which will be in satisfaction of any payments in lieu of taxes owed by Tenant pursuant to the Subseries 2025C Lease]. Beginning on December 31, 2029, and continuing annually on December 31 in each successive calendar year during the remainder of the Term, the Company, as disclosed agent to the Tenant, shall pay a PILOT to the Issuer in an amount equal to [$[2,250,000], subject to increases as provided under Section 4.20, which will be in satisfaction of any payments in lieu of taxes owed by Tenant pursuant to the Subseries 2025C Lease, which amounts are subject to increases as provided in Section 4.20 of this Lease and the Subseries 2025C Lease]. Beginning on September 30, 2055, the Company, as disclosed agent to the Tenant, shall pay a PILOT to the Issuer in an amount equal to [$[2,250,000], subject to increases as provided under Section 4.20, which will be in satisfaction of any payments in lieu of taxes owed by Tenant pursuant to the Subseries 2025C Lease]. For the avoidance of doubt, the collective, annual PILOT obligations of the Company and the Tenant under both this Lease and Subseries 2025C Lease will not exceed $[93,750] for 2025, $[2,531,250] for years 2026 and 2027, $[2,437,500] for year 2028, and $[2,250,000] for years 2029 through 2055, subject to increases as provided in Section 4.20 of this Lease and the Subseries 2025B Lease, from 2030 through the remainder of the Term. The Tenant's obligations under this Section 5.10 shall terminate concurrently with the termination of the Subseries 2025C Lease and the payment of any unpaid and accrued payments required by Section 5.10 thereunder. The Company's obligations under this Section shall terminate concurrently with the termination of this Lease and the payment of any unpaid and accrued payments required by this Section 5.10.

ARTICLE VI - ASSIGNMENT, LEASING AND SELLING

Section 6.1 Assignment of Rights by the Issuer.

In satisfaction of Issuer's obligations under bonds and as security for the repayment of the Bonds, the Issuer has assigned and pledged to the Purchaser certain rights, title and interests of the Issuer in this Lease including the right to receive Basic Rent as more fully provided in Section 3.01 of the Indenture, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser. The Company consents to such assignment and pledge and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agrees that its obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional.

Section 6.2 No Other Transfer by Issuer.

Except for the assignment described in Section 6.1 or as permitted in Section 6.4, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Lease, or the Leased Property, or its obligations under this Lease, without the prior consent of the Company and the providers of any Company Financing. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 6.2.

Section 6.3 Assignment, Lease, Encumbrance or Sale Involving the Company.

A. The Company may assign, lease, sublease, pledge and sell its interests in this Lease to the Tenant without the Issuer's consent or approval, and the Business Lease does not and will not conflict with this Lease. Upon termination of the Business Lease, the Company will be responsible for satisfying the obligations until a new tenant assumes the Tenant's prior obligations.

B. In addition to the authorization provided in Section 6.3(A) hereof, if the Company is not in default under this Lease or the Indenture, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Leased Property may be assigned, leased, subleased, pledged or sold as a whole or in part by the Company. No such assignment, lease, sublease, pledge or sale will relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, pledge or sale had been made, unless the requirements in Section 6.3(B) are met and: (i) such assignment, lease, sublease, pledge or sale is to an affiliate (as such term is used in regulations pursuant to the Securities Exchange Act of 1934) of the Company, or (ii) such assignment is made to a person or entity having net assets or a net worth of at least equal to the lesser of (1) the net assets or net worth of the Company at the time of such transaction or (2) 10% of the fair market value of the Leased Property at the time of such transfer, or (iii) such assignment is made with the written consent of the Issuer and the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. If an assignment is made to a person or entity that qualifies under clause (i) or (ii) of this Section 6.3(A), then, in such event, the Company, as transferor, shall be relieved from all further liability under this Lease from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. If a transfer is consented to by the Issuer and the Purchaser under clause (iii) of this Section 6.3(A), then, in such event, the transferee shall thereafter be the "Company" for all purposes, but the transferor shall be relieved of all further liability under this Lease from and after the effective date of such transfer only to such extent as may be set forth in such consent. To the extent required by the Purchaser, any assignee, lessee, sublessee or purchaser of all of the Company's interest in this Lease or of the Leased Property will assume in writing the obligations of the Company under this Lease.

C. Assignment requirements for assignments pursuant to Section 6.3(B) hereof:

(i) The Company shall, not more than 60 nor less than 30 days before the effective date of any assignment, lease, sublease, pledge or sale described in Section 6.3(A), provide notice of the intended assignment to the Issuer and Purchaser and furnish or cause to be furnished to the Issuer and the Purchaser a true and complete copy of such proposed assignment, lease, sublease, pledge or purchase contract, and to the extent applicable, such assumption.

(ii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall pay the Issuer its reasonable costs incurred in connection with such assignment, lease, sublease, pledge or sale. This fee is independent from any additional legal costs incurred by the Issuer while assisting with the assignment, which are also the responsibility of the Company pursuant to Section 5.7(B) hereof.

(iii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall, at the expense of the Company, deliver to the Issuer and Purchaser an opinion of counsel to the Company and/or the transferee in a form satisfactory to the Issuer and the Purchaser to the effect that such assignment, lease, sublease, pledge or sale has been duly authorized by the Company and the transferee, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Act.

Section 6.4 Company Financing Liens.

A. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate (including but not limited to executing and delivering or joining in the execution and delivery of documents, including such subordination agreement, estoppel, non-disturbance agreement, recognition agreement or other instrument reasonably necessary for Company Financing), at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Leased Property and such other documentation as the Company may from time-to-time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Leased Property and the application of the revenues therefrom. The Issuer will also grant to the providers of the Company Financing such right to notice of and the right to cure any Default or Event of Default and issue to such provider or providers such estoppel certificate with respect to the Bond Documents as the Company or such provider may reasonably request, all at the Company's expense, and only so long as the same does not involve any pecuniary liability of the Issuer. Any Company Financing Lien shall by its terms be senior and superior to the interests of the Company hereunder and to the interests of the holders of the Bonds.

B. Notwithstanding anything contained herein, this Lease is subject and subordinate in all respects to any Company Financing Liens, to all other liens granted by the Company to the holder of a Company Financing Lien with respect to or in connection with the indebtedness secured by a Company Financing Lien, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien; providing that nothing contained in this Section 6.4(B) shall be construed to diminish, in any manner, the obligations of the Company to pay the Rent under this Lease.

ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined.

Each of the following events is an “Event of Default”:

A. Failure by the Company or Tenant to make any Rent payment when due, and such failure continues for a period of 5 Business Days with respect to Basic Rent or 30 Business Days with respect to Additional Payments after written notice from the Issuer or the Purchaser of such failure is provided to the Company.

B. Any Bond Document, or any certificate or other document delivered pursuant to any Bond Document, contains a material misrepresentation by the Company or the Tenant, which misrepresentation continues to materially adversely affect the Purchaser or the Depositary, and the Company or the Tenant fails to cure the effect of such misrepresentation within 30 days after such party gives the Company or the Tenant written notice of such misrepresentation or, if the effect of such misrepresentation cannot reasonably be cured within 30 days, failure by the Company or the Tenant to commence the remedy within such period and to pursue the same diligently to completion.

C. A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or the Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company or the Tenant of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or the Tenant or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company or the Tenant to authorize or effect any of the foregoing.

D. Failure by the Company or the Tenant to perform any of its obligations under this Lease or the Indenture, other than the payment of Rent, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company or the Tenant by the Issuer or the Purchaser, unless such failure cannot be remedied within 30 days and the Company or the Tenant has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 7.2 <u>Remedies on Default.</u>

If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, subject to the reserved Issuer remedial actions in Section 7.5 hereof, as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

A. By written notice to the Company declare all such amounts of Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

B. Take possession of the Leased Property without terminating this Lease and lease or sublease the Leased Property for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the Purchaser for the account of the Issuer from any lease or sublessee; for the avoidance of doubt, only the Purchaser may take possession of the Leased Property, and in no event may the Issuer take possession of the Leased Property;

C. Terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of leasing the Leased Property to another, exclude the Company from possession of the Leased Property and lease or sublease the Leased Property to another; provided, however, that such termination and exclusion will not impair any remedy granted to the Issuer or the Purchaser under this Lease;

D. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease or the Indenture; or

E. Exercise any remedies provided for in the Indenture.

F. Purchaser and Company may setoff any immediately due rent with amounts loaned under the Bonds, as more particularly described in Section 5.3(C) herein

In the enforcement of the remedies provided in this Section 7.2, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing, provided that the Issuer shall be under no obligation to exercise any remedies in the event the Purchaser fails to do so.

Section 7.3 Company and Tenant to Give Notice of Default.

The Company and the Tenant will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default of which they have actual knowledge.

Section 7.4 Default by Issuer – Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Lease shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing powers of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Lease, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Company or Tenant hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if a default shall occur hereunder.

Section 7.5 Issuer Remedial Action.

Notwithstanding any other provision of this Lease or the Indenture to the contrary, the Issuer will be entitled to cause the Tenant to perform the obligations of the Tenant under Sections 4.16, 4.20, 4.21, 4.22, 5.3(B)(ii), 5.3(B)(iii), 5.6, 5.7, 5.8, and 5.10 and any other provisions hereof which require payment, indemnification, reimbursement or notice explicitly to the Issuer or to obtain consent from the Issuer (the "Reserved Rights") and take whatever action at law or in equity is necessary to enforce their performance. The Issuer's rights to enforce the Reserved Rights are not assigned to the Purchaser under the Indenture. If the Company or the Tenant fails to comply with its obligations set forth in the Reserved Rights, with the exception of a failure to comply with the obligations set forth in Section 4.22 hereof, and such failure continues for and has not been cured within 30 days after the Issuer gives written notice to the Company and the Tenant of such failure or any representation of the Company or the Tenant in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transaction contemplated by the Bond Documents proves to have been incorrect in any material respect when made, then, the Issuer may immediately take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. If the nature of the Company's failure to comply with its obligations contained in a notice from the Issuer is such that it cannot reasonably be cured within 30 days, then the diligent prosecution to completion of the cure thereafter shall be deemed to be a cure of the default within such 30-day period. This remedy is not exclusive of any other action at law or in equity that the Issuer may take to enforce the Reserved Rights.

Notwithstanding anything to the contrary herein, Issuer agrees that Tenant shall be solely and personally responsible with respect to the obligations and representations under Sections 4.16, 4.20, 4.21, 5.3(B), 5.6, 5.7, 5.8 and 5.10 of this Lease during the term of the Series 2025C Lease, as well as its obligations under this Section 7.5 and as otherwise contemplated under this Lease. Such obligations are not the obligations of the Company, any future owner of the Leased Property, or any lender under any Company Financing, and do not run with the Leased Property or Project. Furthermore, if and when the Company, or any lender under any Company Financing, acquires the Leased Property or Project, Issuer shall not make any claim against the Company, any future owner of the Leased Property, or any lender under any Company Financing for any obligations of Tenant under this Lease, including but not limited to those obligations in Sections 4.16, 4.20, 4.21, 5.3(B), 5.6, 5.7, 5.8, 5.10 of this Lease, as well as Tenant's obligations under this Section 7.5.

Section 7.6 Right to Cure.

The Tenant will have the right, but not the obligation, to cure or cause to be cured any Event of Default of the Company, and may accomplish such cure through the Company, with the Company acting as disclosed agent for the Tenant. The Company will have the right, but not the obligation, to cure or cause to be cured any Event of Default of the Tenant.

ARTICLE VIII - PREPAYMENTS

Section 8.1 Prepayments.

The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary and the Purchaser not less than 5 days before the redemption date. Upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount to be redeemed plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser.

ARTICLE IX - PURCHASE OF LEASED PROPERTY

Section 9.1 Purchase of Leased Property.

The Company will purchase, and the Issuer will sell, the Leased Property for $1.00 at the expiration or early termination of this Lease or upon Payment of the Bonds, or a portion of the Leased Property prior to the expiration or early termination of this Lease with the Purchaser's prior approval. Except for those purchases resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Company will give notice to the Issuer specifying the date of closing such purchase, which will be not less than 5 nor more than 90 days from the date of such notice. In the event of a purchase resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Issuer will give notice to the Company of the closing date of such purchases at least 60 days prior to such date. At the closing of such purchase, the Issuer will deliver to the Company or the Company's designee a quitclaim deed, bill of sale or other appropriate documents conveying to the Company or the Company's designee title to the Leased Property to be conveyed pursuant to this Section 9.1, as the same exists at the time of such purchase, subject only to: (i) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (ii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; and (iii) Permitted Liens other than the Indenture and this Lease. The Company may at any time purchase the Leased Property whether or not a Default or an Event of Default has occurred and is continuing, and the Issuer will sell the Leased Property pursuant to this Section 9.1. The Issuer may take any additional steps, at the expense of the Company, as it may consider necessary to ensure that the property has been transferred to the Company for tax purposes.

Issuer shall provide Company and Purchaser prompt written notice of: (i) any proposed or enacted State legislation or other governmental action that would authorize Issuer to file under Chapter 9 of the U.S. Bankruptcy Code; (ii) any formal determination by Issuer or its advisors that Issuer is or is reasonably likely to become insolvent or unable to meet material obligations when due; and (iii) any default or event, litigation, or governmental action that Issuer reasonably expects could lead to a bankruptcy filing or a material adverse effect on Issuer's performance hereunder. Issuer shall: (i) provide not less than 30 days' prior written notice to Company and Purchaser upon Issuer's internal determination to prepare or pursue a bankruptcy filing; (ii) provide at least 10 business days' prior written notice of any governing body meeting at which a bankruptcy filing or related authorization will be considered, together with agendas and publicly available materials; and (iii) promptly (and in any event within 2 business days) deliver notice of any vote, resolution, or formal step authorizing a bankruptcy filing, with copies of such resolutions. Upon such notice from Issuer, the Company may purchase the Leased Property and the Issuer will sell the Leased Property pursuant to this Section 9.1.

Section 9.2 Escrow Account.

In order to initiate the provisions of this Article IX, Company and Issuer agree to establish an Escrow Account pursuant to the terms set forth in Article V of the Indenture.

ARTICLE X - MISCELLANEOUS

Section 10.1 Incorporation of Indenture Provisions.

The provisions of Sections 11.01, 11.02, 11.03, 11.05 and 11.06 of the Indenture are incorporated in this Lease.

Section 10.2 Amendments.

This Lease may be amended or modified only as provided in the Indenture.

Section 10.3 No Pecuniary Liability of Issuer.

No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements herein or in any document executed by the Issuer in connection with the Bonds will subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. None of the provisions of this Lease will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its reasonable satisfaction against the cost, expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Section 10.4 Binding Effect.

This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company, the Tenant, and their respective successors and assigns.

Section 10.5 Severability.

If any section, paragraph, clause or provision of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Lease.

Section 10.6 Recording.

This Lease, the Indenture and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Doña Ana County, New Mexico. This Lease as originally executed or an appropriate and sufficient memorandum thereof shall be so recorded before the recordation of the Indenture.

Section 10.7 No Waiver.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.8 Further Assurances.

Consistent with the terms and conditions hereof, each party will execute and deliver such agreements, instruments, certificates, and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Lease and the transactions contemplated hereby, including, but not limited to, any and all actions and agreements necessary to secure the tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein in the event of a future change in law. No party shall take any action that will deprive the other party of the enjoyment of rights secured through this Lease.

Section 10.9 Applicable Law.

This Lease will be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 10.10 Non-Merger.

The provisions of this Lease shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any deed, bill of sale, or other instrument or document delivered hereunder.

Section 10.11 Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:______________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

RED CHILES [A/B/C/D], LLC

By: ________________________________

STATE OF _________________)
) ss.
COUNTY OF _______________)

This instrument was acknowledged before me on _____________, 2025, by ______________, [____________ of Red Chiles [A/B/C/D], a Delaware limited liability company].

____
Notary Public

My Commission expires:

____

GREEN CHILE VENTURES LLC

By:______________________________________
[]

STATE OF __________________)
) ss.
COUNTY OF ________________)

This instrument was acknowledged before me on ______________, 2025, by ___________________, ______________ of Green Chile Ventures LLC, a Delaware limited liability company.

____
Notary Public

My Commission expires:

____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

ADDITIONAL TRACTS

[]

DOÑA ANA COUNTY, NEW MEXICO

AND

GREEN CHILE VENTURES LLC

LEASE AGREEMENT

Dated as of [October 1], 2025

$[124,999,925,000/25,000/25,000/25,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025C-[1/2/3/4]

4934518v5

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DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision, as lessor (together with its successors and assigns, the "Issuer" or the "County"), and GREEN CHILE VENTURES LLC, a Delaware limited liability company, as lessee (together with its successors, affiliates and assigns, the "Company"), agree:

ARTICLE I - RECITALS

Section 1.1 Recitals.

A. The Company has presented to the Board of County Commissioners, the governing body of the Issuer (the "Board"), a proposal whereby the Issuer will acquire certain real and personal property rights, currently planned facilities, equipment and tangible personal property to be located in the County for the equipping of a data center and related infrastructure and facilities located within the County (the "Project") and whereby the Issuer will issue its Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the maximum aggregate principal amount of $[124,999,925,000/25,000/25,000/25,000] (the "Bonds") to accomplish the construction, acquisition, equipping and installation of the Project;

B. The Issuer is authorized under Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation (the "Act"), to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined by Ordinance No. [] (the "Bond Ordinance") that it is desirable to construct, acquire and improve the Project and has pursuant to the Bond Ordinance authorized the issuance of the Bonds;

C. The Bonds are to be issued under an Indenture dated as of October 1, 2025 (together with all amendments and supplements, the "Indenture") among the Issuer, [PURCHASER], a Delaware [corporation] (together with its successors, affiliates and assignees, and permitted transferees of the Bonds, the "Purchaser"), the Company and [DEPOSITARY], as Depositary (the "Depositary");

D. The proceeds of the Bonds will be used to finance the construction, acquisition, equipping and installation of the Improvements (as defined in Section 2.1);

E. The Leased Property will be leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Lease"), which is undertaken by the Issuer and the Company, in part, to provide the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein;

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of October [20], 2025 (together with all amendments and supplements the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company;

G. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and to finance the Leased Property for the purposes described above, pursuant to the Indenture and the Bond Ordinance;

H. The Bonds will be special limited obligations of the Issuer payable as provided therein and as provided in the Indenture, and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owner of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Revenues (as defined in the Indenture);

I. The Landlord and the Company have separately entered into a lease agreement in connection with the Leased Property (the "Business Lease"), pursuant to which the Landlord, as landlord thereunder, will build and deliver a building and related facilities to the Company in accordance with the terms thereof;

J. The Company has conveyed all of its rights, but none of its obligations, under the Business Lease and Sublease Agreement (defined below) to the Issuer pursuant to the Sub-sublease (defined below).

K. The Company and the Issuer each have full right and lawful authority to enter into this Lease and to perform and observe the provisions hereof on their respective parts to be performed and observed.

In consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Lease will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or charge against its general credit or taxing powers, but will be payable solely out of Revenues).

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions.

All words and terms defined in the Indenture have the same meanings when used in this Lease and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Additional Payments" has the meaning assigned in Section 5.3(B).

"Applicable Environmental Law" means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Basic Rent" has the meaning assigned in Section 5.3(A).

"Board" means the Board of County Commissioners of Doña Ana County, New Mexico.

"Bond Documents" means, collectively, this Lease, the Indenture and the Bond Purchase Agreement, each one individually being a "Bond Document."

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Business Lease" has the meaning assigned to such term in Section 1.1.I hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Claw-Back" means a Project Claw-Back or a Closure Claw-Back.

"Company Financing" means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, or other instruments evidencing financial obligations to which the Company, its members or any subsidiary or affiliate of the Company is a party entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement) or during the Term and after the date of initial delivery of the Bonds, for the purpose of obtaining financing of the Leased Property by the Company, its members or any subsidiary or affiliate of the Company, together with any Company Financing Lien.

"Company Financing Lien" means any pledge, encumbrance or other lien on all or any portion of the Leased Property entered into in connection with a Company Financing.

"Company Software" means any software code, computer system, network, database, or other information system owned, controlled, or operated by or on behalf of the Company.

"Completion Date" has the meaning assigned in Section 4.4 hereof.

"Confidential Information" means all non-public information of or relating to Company, its affiliates, the Leased Property, the Project, or the transactions contemplated by the Bond Documents, in any form, that is disclosed or made available by or on behalf of Company to Issuer, Purchaser, Depositary, or their respective Representatives, or is otherwise obtained in connection with the Bond Documents. Confidential Information includes, without limitation: business plans; financial, accounting information; pricing; invoices, requisitions and certificates; plans, specifications, designs, schematics, equipment lists and inventories; network, power and utility diagrams; cybersecurity posture and controls; site access logs, video/images and observations; vendor lists and purchasing data; human resources and employment reports; legal advice and communications; trade secrets; and any security-sensitive infrastructure information. Information remains Confidential Information whether or not marked confidential. Confidential information does not include information that is public, independently developed, rightfully obtained from a non-confidential source, or information that is required by law to be made available to the general public.

"Covered Data" means all information transmitted through, cached and/or stored on, the Leased Property, in any form, format, or media.

"Effective Date" means October [20], 2025.

"Eminent Domain" means the taking of title to, or the temporary use of, all or any part of the Leased Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Leased Property during the pendency of, or as a result of a threat of, such proceedings.

"Equipment" means all equipment, fixtures and furnishings and all personal property of any kind, which is to be acquired and used on or at the Project Property Zone and is suitable for the Project, and which is subject to depreciation for federal income tax purposes, and that is purchased with proceeds of the Bonds, or the purchase of which is reimbursed with proceeds of the Bonds, together with fixtures, furnishings and other depreciable personal property that are in replacement thereof due to damage or obsolescence.

"Event of Default" has the meaning assigned in Section 7.1.

"Force Majeure" means acts of God; strike, lockout or other industrial disturbance; acts of public enemy; war; terrorist act; sabotage; embargo; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; civil disturbance; insurrection; blockage; riot; pandemic; epidemic; landslide; lightning; earthquake; fire; hurricane; tornado; storm; flood; washout; drought; explosion; discovery of hazardous or toxic materials brought on the Project Site by third parties; partial or entire failure of power, telecommunication, data connectivity or other services to be delivered to the Project by any third party including any local utility provider; delays caused by any dispute resolution process; or any other cause or event not reasonably within the control of the Company.

"Improvements" means all buildings, structures and other improvements either presently located on the Project Site or to be constructed and installed on the Project Site in connection with the Project, including the Equipment, which are purchased or reimbursed with proceeds of the Bonds, together with necessary site work.

"Indemnitee" means, collectively, the Indemnified Persons as defined in Section 5.7 hereof and the Indemnified Parties as defined in Section 9.06 of the Indenture.

"Inducement Resolution" means Resolution No. 2025-96 adopted by the Board on August 26, 2025, in connection with the issuance of the Bonds.

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Company and related to the authorization, sale and issuance of the Bonds and authorization and execution of this Lease, which items of expense shall include, but are not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and Company counsel fees, initial fees of the Depositary, and other costs, charges and fees in connection with the foregoing.

"Landlord" means Red Chiles [A/B/C/D], LLC, together with its subsidiaries, assigns, and any future transferee of its rights and obligations under the Lease Agreement between the Issuer and Red Chiles [A/B/C/D], LLC, dated as of October 1, 2025, and entered into in connection to the issuance of the Subseries 2025B Bonds.

"Landlord Improvements" means all buildings, structures and other improvements either presently located on the Project Site or to be constructed and installed on the Project Site in connection with the Project purchased with proceeds of the Subseries 2025B Bonds, or the purchase of which is reimbursed with proceeds of the Subseries 2025B Bonds, together with necessary site work.

"Leased Property" means the Improvements and the Issuer's interests under the Sub-sublease.

"Permitted Liens" means, as of the date of delivery of this Lease and as of any particular time, (i) liens for taxes, if any, to the extent permitted in Section 4.9, (ii) this Lease, any assignment or lease permitted by this Lease, (iii) mechanics', materialmens', carriers' and other similar liens, (iv) any Company Financing Lien, and (v) such minor defects, irregularities, encumbrances, or other liens on the Leased Property as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Leased Property for the purpose for which it is used by the Company or materially detract from the value of the Leased Property.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, or public body.

"PILOT" has the meaning assigned in Section 5.10.

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" has the meaning assigned in Section 1.1(A).

"Project Property Zone" means the real property identified in Exhibit B of this Lease attached hereto and incorporated by reference.

"Project Site" means the real property identified in Exhibit A of this Lease attached hereto and incorporated by reference, which includes Issuer's rights pursuant to the Sub-sublease.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Rent" means Basic Rent and any Additional Payments.

"Security Incident" means any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Covered Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Covered Data.

"Series 2025A Bonds" means the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the aggregate principal amount of $[15,000,000,000].

"Series 2025A Company" means Yucca Growth Infrastructure, LLC, a Delaware limited liability company.

"Series 2025A Lease" means that certain lease agreement between Issuer and the Series 2025A Company dated as of October 1, 2025 relating to the Series 2025A Bonds.

"Series 2025A Leased Property" means that portion of the Leased Property that is subject to the Sublease.

"Sub-sublease" means that certain sub-sublease agreement between the Company and the Issuer dated as of October 1, 2025 by which the Company has assigned and subleased to the Issuer all of its interests, but none of its obligations, under the Sublease and the Business Lease.

"Subseries 2025B Bonds" means the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the aggregate principal amount of $[6,250,000,000].

"Subseries 2025B Lease" means that certain lease agreement between Issuer and Landlord dated as of October 1, 2025 relating to the Subseries 2025B Bonds.

"Sublease" means that certain sublease agreement among the Series 2025A Company, the Company and the Landlord dated as of October 1, 2025 by which the Series 2025A Company has assigned and subleased certain interests in the Series 2025A Lease to the Company and the Landlord.

"Stored Data" means any and all data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, software, firmware, code, scripts, algorithms, and any items similar to any of the foregoing, in each of the foregoing cases, collected, stored, cached, located or resident on or within, or transmitted to or from, in any way and for any period of time, the Leased Property.

"Term" means the period from the date of the execution and delivery of this Lease by the Issuer and the Company to the earlier of the date of Payment of the Bonds, the date of termination of this Lease pursuant to Section 7.2(C), the date of termination of the Business Lease, or October 1, 2055.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2 Rules of Construction.

A. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

B. All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

C. Any inconsistency between the provisions of this Lease and the provisions of the Indenture will be resolved in favor of the provisions of the Indenture.

ARTICLE III - REPRESENTATIONS

Section 3.1 Representations by the Issuer

The Issuer represents that, as of the date of delivery of this Lease:

A. The Issuer is a county and political subdivision organized and existing under and pursuant to the laws of the State of New Mexico ("State") and is authorized by the Act to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, and promoting a sound and proper balance in the State between agriculture, commerce and industry. The Issuer has the power under the Act to enter into the transactions contemplated by this Lease, the Indenture and the Bond Purchase Agreement and to carry out its obligations hereunder and thereunder. By proper action, the Issuer has duly authorized the execution and delivery of this Lease, the Indenture and the Bond Purchase Agreement.

B. The Issuer will lease the Leased Property to the Company and will sell the Leased Property to the Company upon the Company's exercise of its option to purchase the Leased Property, all for the purpose of promoting industry and trade by inducing the Company to locate the Project in the State and to promote a sound and proper balance in the State between agriculture, commerce and industry. The Issuer agrees to cooperate with the Company to procure from the appropriate State, county, municipal and other authorities and corporations utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

C. To finance the Costs of the Project (as defined in the Indenture), the Issuer will issue the Bonds. The Bonds shall mature, bear interest and have such other terms and conditions as are set forth in the Indenture.

D. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interests in this Lease (with certain exceptions) and the revenues and receipts derived by the Issuer from the leasing or sale of the Leased Property (with certain exceptions) will be pledged and assigned to the Purchaser as security for payment of the principal of, premium, if any, and interest on the Bonds.

E. The Issuer is in good financial health, is not insolvent, is not currently subject to any voluntary or involuntary bankruptcy proceedings, and under current New Mexico law, does not have the legal capacity or ability to file for bankruptcy protection under the United States Bankruptcy Code or applicable state or federal law. Further, the Issuer is solvent, meaning it is able to pay its debts as they become due in the ordinary course of business and has not made any assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature.

F. The Issuer further covenants and agrees that, during the Term of this Lease, (i) The Issuer will not take any action or fail to take any action with the intent or reasonably foreseeable effect of causing the Issuer to become insolvent or unable to meet its financial obligations when due, (ii) The Issuer will not voluntarily commence or consent to any bankruptcy, receivership, or insolvency proceedings, nor make any assignment for the benefit of creditors, so long as such restriction is permitted by applicable law, and (iii) the Issuer will use its best efforts to maintain its financial health and solvency throughout the Term of this Lease.

G. The execution, delivery and performance of the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the knowledge of the Issuer threatened, against the Issuer, which seeks to or does restrain or enjoin the issuance and delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

H. No officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

Section 3.2 Company Representations.

The Company represents that, as of the date of delivery of this Lease:

A. The Company is a limited liability company duly organized and validly existing under the laws of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease, the Indenture, and the Bond Purchase Agreement.

B. The execution, delivery and performance by the Company of this Lease, the Indenture, and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Company's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Company is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Company, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease, the Indenture, and the Bond Purchase Agreement have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease, the Indenture, or the Bond Purchase Agreement, (ii) in any manner questions the validity or enforceability of the Bonds, this Lease, the Indenture, or the Bond Purchase Agreement, or (iii) questions the authority of the Company to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company has induced the Company to undertake the Project and to locate its business in Doña Ana County, New Mexico.

F. The Company intends to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a data center facility and related infrastructure and facilities so as to qualify the Improvements, as applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. As agent for the Issuer, the Company proposes to construct, acquire and install the Improvements which the Company intends to qualify for the tax-exemptions pursuant to Section 7-9-54 NMSA 1978, as amended. The Company shall have the sole responsibility for the construction, acquisition, equipping and installation of the Improvements, and may perform the same, by itself or through affiliates, agents, contractors, subcontractors or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such construction, acquisition and installation, the Company shall procure from the appropriate State, county, municipal and other authorities and corporations, utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

H. None of the proceeds of the Bonds will be used to provide working capital.

I. The Improvements will be located on the Project Site which is within the boundaries of the Issuer.

J. This Lease will serve as a financing agreement from which revenues will be derived for the purpose of providing payment for the account of the Issuer of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and providing that the Company shall be obligated to pay for the maintenance of and insurance or meet self-insurance requirements on the Project as required by the Act.

K. The Company has the economic ability to meet all of the financial obligations imposed upon the Company under this Lease.

L. To the knowledge of the Company, no officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

M. The Company has heretofore supplied the Issuer estimates of the Costs of the Project and the Completion Date. The Company hereby warrants that such estimates for the Project were made in good faith and are fair, reasonable and realistic but are subject to revision as the Leased Property is constructed, acquired and installed due to foreseen and unforeseen circumstances.

N. The Company shall cause to be paid all costs of the Leased Property in excess of the moneys available therefor in the Acquisition Account.

O. To the knowledge of the Company, no event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" under this Lease or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Lease.

P. The Company offers its employees and their dependents health insurance coverage that is in compliance with the New Mexico Insurance Code and contributes not less than fifty percent (50%) of the premium for health insurance for employees, who choose to enroll.

ARTICLE IV - THE PROJECT

Section 4.1 Construction, Acquisition, Installation and Completion.

The Company will, on behalf of and as agent of the Issuer, acquire, construct and improve the Leased Property and will undertake to complete the Project. On or prior to the date of issuance and delivery of the Bonds and execution of this Lease, the Company has conveyed or caused to be conveyed to the Issuer, by deed, bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer ("Conveyancing Documents"), to all of the Company's interest in the Project Site, if any, and in any and all Improvements as may exist at that time and thereafter to be acquired and, to the extent necessary, the Company shall from time to time transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer so that legal title will vest in the Issuer pursuant to the Conveyancing Documents that the Company may subsequently deliver to the Issuer. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 6.02 of the Indenture. To the extent reasonably possible, the Company will cause the Leased Property to be completed with proceeds of the issuance of the Bonds and the Company will use its reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources. Use of the Series 2025A Leased Property by the Company and the Landlord is subject to the provisions of the Sublease, and the Sub-sublease and the rights of the Issuer leased to the Company pursuant to the Sub-sublease will not terminate the Business

Lease or the Sublease and will not disturb the rights and use of the premises subject to the Business Lease and Sublease by the Series 2025A Company and the Landlord. The Issuer, at the request of the Company, shall enter into a non-disturbance agreement with the Company recognizing the Company's rights and benefits under the Business Lease as a permitted sublease of the Project.

Section 4.2 Plans and Specifications; Changes.

The Company will maintain a set of plans and specifications for the Project during the period of construction, acquisition and equipping which will be available to the Issuer and the Purchaser for inspection and examination during the Company's regular business hours. The Company may change, supplement, amend and add to such plans and specifications and is authorized to omit or make substitutions for components of the Leased Property without the approval of the Issuer or the Purchaser; provided that the Company will not make any changes that will change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act.

Section 4.3 No Warranty.

THE COMPONENTS OF THE LEASED PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE LEASED PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE LEASED PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE LEASED PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Completion Date.

On the date the Project is complete in the sole opinion of the Company (the "Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Costs of the Project incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. Subject to delays caused by Force Majeure, the Company will cause the Completion Date to occur not later than October 1, 20[55]; provided that the parties agree that the Company may request the

Issuer for an extension of such date, it being understood that any such extension is in the absolute discretion of the Board. After the transfer of remaining moneys in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account.

Section 4.5 Gross Receipts and Compensating Tax.

A. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section 4.5, will file returns for reporting and paying any gross receipts tax or compensating tax which is due related to the Project. The Issuer, at the request of the Company, or the Company, as agent for the Issuer, will apply to the TRD for nontaxable transaction certificates (as such term is used in the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978, as amended) ("Nontaxable Transaction Certificates"). Nontaxable Transaction Certificates shall be executed and delivered by the Company, as agent for the Issuer, to vendors, in order to permit the vendors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for the vendors' receipts from the Company, as agent for the Issuer, for sales of the Improvements. The Company will pay within any statutory deadlines any gross receipts or compensating tax plus applicable penalty and interest that is found by the TRD to be due from the Company or the Issuer with respect to the Project. The Company, at its sole expense, may request any rulings from the TRD which the Company determines may be necessary or desirable to clarify the New Mexico gross receipts and compensating tax implications of transactions related to the Improvements and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act or other applicable procedures, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project. The Issuer specifically acknowledges that since the adoption of the Inducement Resolution, an agency relationship for purposes of the gross receipts tax deduction under Section 7-9-54 NMSA 1978, as amended, and applicable regulations has existed between the Issuer and the Company with respect to the Project. The Issuer agrees, at the request and expense of the Company, to make reasonable modifications to this Lease that are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed upon the Company or the Issuer as a result of the Project or its operation.

B. The Company has advised the Issuer and it is intended by the parties hereto that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property (i) is included in the Improvements (as provided for in Section 7-9-3.4(B) NMSA 1978, as amended) and (ii) is purchased or reimbursed with proceeds of the Bonds on or prior to the Completion Date, shall be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the fullest extent permitted by Sections 7-9-14 and 7-9-54 NMSA 1978, as amended, and applicable regulations. The deduction from gross receipts or governmental gross receipts, and the exemption from compensating tax, shall not apply to purchases of Improvements except as provided in the preceding sentence, and, except as contemplated in the preceding sentence, the Company shall not be authorized by this Lease to provide Nontaxable Transaction Certificates to vendors.

Section 4.6 Assessment in the Company's Name.

If this Lease has not been terminated on or before October 1, 2055 and if the Leased Property was not assessed for property tax purposes during the Term, the Company (which, for purposes of this Section 4.6, means the then current lessee of the Leased Property under this Lease) will take all necessary action to have the Leased Property assessed for property tax purposes in the name of the Company on January 1, 2056, and the Company (or, if the Issuer does not hold title to the Leased Property, the holder of such title) will pay all *ad valorem* taxes on the Leased Property from and after January 1, 2056. If the Leased Property must be transferred to the Company to accomplish such assessment, this Lease will thereafter be construed to be an installment sale agreement and all terms and provisions of this Lease will remain in full force and effect. The provisions of Article IX of this Lease govern the delivery and form of any such deed, bill of sale or other transfer.

If the Company fails to comply with its obligation to get the property assessed in its name as set forth in this Section by October 1, 2055, then, the Issuer may take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. The Company shall reimburse the Issuer or pay on behalf of the Issuer all of the Issuer's expenses (including, but not limited to, reasonable counsel fees and expenses) incurred in effecting such assessment.

Section 4.7 Compliance with Law.

The Company will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Leased Property, will comply with all lawful requirements of any governmental body, agency or department regarding the use or condition of the Leased Property and will cause the Leased Property, upon completion, to comply with all applicable restrictive covenants and all other applicable laws, ordinances, statutes, rules and regulations relating to the Leased Property as a whole. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to the requirement so contested. Notwithstanding the above, any failure of Company which is inadvertent, unintentional, or immaterial shall not cause a violation of this section and Company shall, upon written notice by the Issuer, have a reasonable opportunity to cure such inadvertent, unintentional, or immaterial violation.

Section 4.8 Nuisance Not Permitted.

The Company will not permit or suffer its tenants, agents, employees, invitees (including contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Leased Property or itself commit a nuisance in connection with its use or the occupancy of the Leased Property. The parties agree that the Company's maintenance of noise levels consistent with any local noise limitations in place during the Term will be deemed compliance with this provision.

Section 4.9 Taxes and Utility Charges.

The Company or a to-be-potentially-formed property association (the "Association") will pay, as and when due, (i) all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property; (ii) all utility and other charges incurred in the operation, maintenance, use and upkeep of the Leased Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Leased Property. With respect to landscape irrigation, the Association may pay such associated expenses. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.9 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.10 Maintenance.

The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Leased Property. During the Term of this Lease, the Company will, in its discretion and at its own expense, keep the Leased Property in safe repair and in such operating condition as is needed for operations of the Leased Property and make, or cause to be made, all necessary repairs and replacements to the Leased Property (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) as determined in the Company's sole discretion. The Parties acknowledge and agree that due to the useful life of the Improvements, and the frequency of replacing such Improvements, that upon replacement, the depreciated Improvements may be moved from the State, sold, or destroyed by the Company and will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act.

Section 4.11 Replacement and Removal of Leased Property.

The Company may replace or remove, with the prior written consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), any real property constituting a part of the Leased Property and thereby acquire title to such real property, provided that such replacement or removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any Leased Property permitted by this Section 4.11 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments. Nothing in this Section 4.11 shall limit the Company's right to acquire title to a portion of the Project, including any item of equipment or other personal property or parts thereof, pursuant to the option to purchase.

Section 4.12 Eminent Domain; Damage; Destruction.

The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Leased Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Leased Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. Unless otherwise provided in a Company Financing Lien, the Proceeds resulting from the exercise of Eminent

Domain with respect to or from any damage to or destruction of all or any portion of the Leased Property will be paid to the Company.

Section 4.13 Insurance.

Subject to the provisions of the Business Lease, the Company or the Association will keep the Leased Property continuously insured against such risks and in such amounts, with such deductible provisions, as are reasonable and customary as determined by the Company or the Association in connection with the type and size of the Leased Property. Each property insurance policy will show the Company or the Association as loss payee and each commercial general liability insurance policy will show the Company as loss payee and the Issuer as an additional insured, under such policies. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company or the Association, by a captive insurance company controlled by the Company or the Association or through self-insurance. Such insurance will include general liability insurance against liability for claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Leased Property. The Company shall also comply with the workers' compensation laws of the State (unless the Company has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection.

Subject to the reasonable confidentiality, security and safety requirements and policies of the Company, the Landlord and the Association, including, but not limited to, the execution of non-disclosure and confidentiality agreements by the Issuer, and with at least two-weeks' advance written notice to the Company, during the Term, the Company and the Landlord will give the Issuer, the Purchaser and their duly authorized agent during regular business hours (i) such rights of access to the Leased Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Leased Property as a whole for any purpose contemplated by this Lease. The Company and the Landlord will execute, acknowledge and deliver all such further documents, including any easement, and do all such other acts and things as may be reasonably necessary in order to grant to the Purchaser such rights of access and entry. During the Term, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Leased Property by the Company or the Landlord to any other Person. Issuer will, at all times, protect any Confidential Information obtained during an inspection or otherwise through discussions with the Company. For the avoidance of doubt, the right of entry granted to the Issuer, the Purchaser and their duly authorized agent shall not include: (a) any access to the restricted areas of the Project as designated by the Company or any of the Equipment; (b) access to the Company's intellectual property or other proprietary information; or (c) the right to use any of the Equipment.

Section 4.15 Liens.

Except for Permitted Liens, the Company will not suffer any material liens to exist on the Leased Property as a result of any claims brought against the Company or others pursuant to a right or interest not existing in connection with, or permitted by, this Lease. The Company will notify the Issuer and the Purchaser of the existence of any lien, other than a Permitted Lien, on the Leased Property within 60 days after such lien attaches. The Company may, in good faith, contest the validity of any lien on the Leased Property. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect the lien so contested. Notwithstanding the foregoing and unless otherwise prohibited in a Company Financing Lien, Company may impose a lien on any of the Leased Property held by the Issuer during the term of the Lease in order to protect its interest in the underlying property in the event of insolvency of Issuer.

Section 4.16 Use of Project; Project and Closure Claw-Backs.

A. [The Company will use the Project continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in this Section 4.16, "continuously" means regularly and without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.16(A) if such temporary cessation is (i) during holiday periods or as a result of maintenance or renovation of the Leased Property or other similar circumstances, in each case without an employment loss during any 90-day period of 75% or more of the non-construction jobs at the Project; or (ii) as a result of Force Majeure.

B. If the Company fails to use the Project consistent with the definition of "project" as defined by the Act as in effect on the date of issuance of the Bonds, the Company shall pay to the Issuer an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Company pursuant to Section 5.10 (the "Project Claw-Back").

C. In the event of a temporary cessation of operations permitted by the third sentence of subsection A of this Section 4.16, the Company shall use its best efforts to resume operations of the Project so as to constitute a "project" within the meaning of the Act. Failure to resume operations of the Project by not later than 24 months from the expiration of the 30-day period referred to in subsection A or from the cessation of the event of Force Majeure shall constitute a failure to comply with subsection A of this Section 4.16. In such event, the Company shall pay to the Issuer, not later than 30 days after expiration of the 24-month cure period referred to above, an amount equal to all *ad valorem* taxes abated as a result of the Leased Property being owned by the Issuer for the year in which such failure occurs, less all amounts paid by the Company pursuant to Section 5.10 (the "Closure Claw-Back").

D. If the Company permanently ceases operations in the County on or before October 1, 2030, the Company will repay to the Issuer the percentage shown below of the *ad valorem* taxes on the Project Property that the Company would have been required to pay if the Bond had not been issued by the Issuer and the Project Property had been subject to *ad valorem* taxation. The abated tax shall be calculated using mill levies and actual property tax valuations and rates for each tax year. All PILOT attributable to this Lease, PILOT Increases (as defined below) and Project Claw-Backs previously made by the Company or by the Landlord on behalf of the Company to the Issuer will be credited towards the payment of such amount.

Elapsed Time from Issue Date of Bond	Percentage of Abated Tax to be Repaid
[Years 0-3]	[100%]
[Year 4]	[70%]
[Year 5]	[40%]
[Year 6 and thereafter]	[0%]

E. For the avoidance of doubt, an event giving rise to a Claw-Back liability in this Section shall not constitute an Event of Default nor shall it preclude the full applicability of the *ad valorem* tax abatement resulting from the Leased Property being owned by the Issuer in future years in which the Project is in compliance with this Section 4.16.]

Section 4.17 Easements.

The Company may at any time or times grant easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any part of the Leased Property and the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration. The Issuer will join in any such grant or release at the reasonable request and expense of the Company upon receipt by the Issuer of a certificate executed by an officer of the Company stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company, (ii) that such grant or release will not materially impair the effective use of the Leased Property or materially interfere with the operation of the Project, and (iii) that such grant or release is permitted pursuant to any Company Financing Liens.

Section 4.18 Local Hiring.

Commencing with the issuance of the Bonds, the Company agrees to use its best efforts to offer appropriate positions for the operation of the Project to qualified applicants residing in Doña Ana County where such applicants possess qualifications for such positions equal to or greater than the qualifications of other applicants who might exist at the time of hiring. The Company agrees to coordinate with the County to publicize its hiring needs, and to participate in job fairs within the County in the year prior to commencement of operations.

Section 4.19 Local Purchasing.

The Company will coordinate with the Issuer to publicize its requirements for labor, services, materials and supplies to encourage participation by vendors based within Doña Ana County in connection with the construction, acquisition, installation and operation of the Leased Property.

Section 4.20 PILOT Increase.

A. [If the sum of full-time equivalent employees and 50% of part-time employees attributable to the Project is less than (i) [37.5/37.5/37.5/37.5] on December 31, 20[29],

(ii) [87.5/87.5/87.5/87.5] on December 31, 20[30] and (iii) [175/175/175/175] on December 31, 20[31] (each such date a "Job Target Date"), as set forth in the annual report of the Company to the Issuer pursuant to Section 4.21, and such employment shortfall is not cured prior to February 28 of the calendar year following such Job Target Date (the "Employment Cure Period"), then the Issuer may require an increase to the Company's PILOT due pursuant to Section 5.10 solely in the calendar year immediately following the applicable Employment Cure Period (the "PILOT Increase"). The amount of the PILOT increase will not exceed the maximum applicable percentage (the "Applicable Percentage") shown below, and such amount shall be calculated by multiplying the Applicable Percentage to the PILOT due pursuant to Section 5.10 for the year immediately following the Employment Cure Period. For the avoidance of doubt, the job creation requirements of this Section are not additive to the job creation requirements of Section 4.20 of the Series 2025B Lease, and satisfaction of this Section will necessarily satisfy Section 4.20 of the Series 2025B Lease. The job requirements in this Section are for the entire data center campus as explained in the annual report described in Section 4.21.

Percentage of Actual vs. Projected Full-Time Employees on Job Target Date	**Applicable Percentage of PILOT Increase**
[80%-100%]	[0%]
[65%-79%]	[15%]
[50%-65%]	[30%]
[30%-49%]	[45%]
[less than 30%]	[60%]

The Issuer acknowledges that the purpose of the PILOT Increase is not to penalize the Company for business conditions or events that are outside the control of the Company. Accordingly, if an Adverse Economic Event (as defined below) has occurred on or prior to a Job Target Date, the Company may request by written notice to the Issuer at least 30 days before the Job Target Date, that the Issuer defer the Job Target Date for a 12-month period (the "Deferred Job Target Date") and the Issuer agrees that such request for deferral will not unreasonably be denied. As evidence of the Adverse Economic Event, the Issuer may request that the Company provide a certificate attesting to the existence and impact of the Adverse Economic Event on the Company's operations. In the event that the Adverse Economic Event continues to adversely affect the Company's operations on the Deferred Job Target Date, the Company may request that the Issuer reconsider and/or adjust the employees required for the Job Target Date or the Applicable Percentage and/or provide an additional deferral of the Job Target Date and the Issuer agrees to consider such request in good faith. For the purposes hereof "Adverse Economic Event" means Force Majeure, a decline in the gross domestic product (GDP) of the United States economy for two (2) or more consecutive quarters, labor disputes or other conditions, a material decline in the demand for data server capacity and related products either in the State of New Mexico, or in the United States in general, as reported by an information source or governmental successor thereto for two (2) or more consecutive quarters or other events beyond the Company's reasonable control.

In the event that the Issuer determines there is a substantial shortfall of actual versus projected jobs, then the Issuer may require a PILOT increase for the year immediately following the applicable Employment Cure Period to the extent provided for in the table above.

B. Notwithstanding anything to the contrary in this Lease, the Issuer may not assess a Claw-Back for an amount exceeding: (i) the aggregate amount of exempted *ad valorem* taxes that would have been due to all taxing authorities from the Company and its vendors in connection with the Leased Property if the Bonds had not been issued from the date of the Inducement Resolution to the date when the Issuer assessed said Claw-Back, minus (ii) any and all payments made under the PILOT plus any and all previously paid Claw-Backs. The Issuer may reduce the amount of a Claw-Back to ensure that such Claw-Back meets the requirements of this Section 4.20(C). Claw-Backs may only be assessed on an annual basis.]

Section 4.21 Annual Report.

The Company agrees to submit to the County Manager of the Issuer on an annual basis beginning no later than July 31, 2026 and each July 31st thereafter a joint report filed for both Company and Landlord, and their respective contractors, with respect to the immediately preceding twelve months (i) containing a certificate signed by an Authorized Company Representative stating the number of employees of the Company and the Landlord, and their respective contractors, for the Project, setting forth the classifications of such employees, and setting forth the salary or (including employee benefits and stock compensation) actually paid to such employees and calculating the average annual salary or wage (including employee benefits and stock compensation), as applicable, for such employees; (ii) describing actions taken by the Company and the Landlord in the preceding twelve months with regard to Section 4.20 or such shorter period from the date of issuance of the Bonds to such July 31, as applicable; (iii) describing any economic benefits arising out of the Leased Property for the benefit of the Issuer and its residents; (iv) describing the extent of the Company's and the Landlord's compliance with the provisions of Sections 4.18 and 4.19, including, to the extent available and not subject to legal limitations on disclosure, demographic data for new hires, if any, by the Company and the Landlord, and their respective contractors, for the Project; (v) to the extent that the economic projections for the Project in the industrial revenue bond application submitted to the Issuer vary significantly from actual economic performance, the Company's explanation of the variance; (vi) to the extent non-proprietary, the total dollar value of purchases of goods and services both inside and outside of the State; and (vii) any other reporting requirements imposed by the Governmental Accounting Standards Board or other State or federal agencies.

Section 4.22 Outstanding Principal Amount Report.

The Company agrees to submit to the County Manager of the Issuer on an annual basis beginning no later than July 31, 2026, and each July 31 thereafter a report signed by an Authorized Company Representative stating the outstanding principal amount of the Bonds as of June 30 of that year.

Section 4.23 Data Protection.

A. Covered Data. Between the Issuer and the Company, all Covered Data and Leased Property transmitting or containing Covered Data will be solely under Company's control, and Issuer shall not have any rights to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over or ownership or other rights to any Covered Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Covered Data, Issuer will immediately and in no event later than five (5) Business Days notify Company and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand as determined in the sole discretion of the Company and to ensure that the Covered Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand. Under no circumstances may Issuer access and/or provide such Leased Property or Covered Data to any third party, including any governmental entity, whether in response to any claim, inquiry, request or legal demand from such third party or otherwise.

B. Software. The Issuer acknowledges that the Company Software is proprietary to Company and is to be used solely by Company. Issuer receives no license or other rights to the Company Software. The Issuer shall not access, appropriate, or otherwise use the Company Software and agrees not to disclose or otherwise make available the Company Software and/or related technology to any third parties.

C. Security Incidents. Between the Issuer and the Company, the response to any and all Security Incidents (including, without limitation, all remediation and preventative efforts) will be solely under Company's control. Issuer shall notify Company promptly and in no event later than one (1) Business Day following its actual discovery of any Security Incident that Company has not previously alerted Issuer to and that has not previously been publicly disclosed (either by or on behalf of Company or by a third party). Issuer agrees that it will not communicate with any third party (including, but not limited to, any governmental entity, the media, vendors, or consumers) regarding any Security Incident without the express written consent and direction of Company, except as required by applicable law. Upon Company's request, pursuant to Company's instruction, and at Company's sole cost and expense, Issuer shall reasonably support Company in its response to the Security Incident, including, without limitation, assistance with or the performance of all reasonably necessary and corrective action.

Section 4.24 Confidential Information.

A. The Issuer acknowledges and agrees that:

(i) Issuer shall (i) keep Confidential Information strictly confidential, (ii) use it solely to administer and perform the Bond Documents, and (iii) disclose it only to their representatives on a need-to-know basis who are bound by written confidentiality obligations at least as protective as this Section.

(ii) Issuer will implement and maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of the Confidential Information (including secure transmission and storage, access controls, and prohibition on use of personal email or unapproved devices for storage/transmission).

(iii) Upon Company's written request or upon expiration/termination of the applicable Bond Document, each recipient will promptly (x) return or destroy Confidential Information (including copies and extracts) and (y) certify such destruction; provided a recipient may retain archival copies to the extent required by law or bona fide record retention policies, which copies shall remain subject to this Section until destroyed.

(iv) Issuer (or, if applicable, Company or Depositary) receives any request under public records/open records laws or other similar laws that may call for disclosure of Confidential Information, it shall promptly (and, where practicable, before producing any documents) notify Company and reasonably cooperate, at Company's expense, to assert applicable exemptions (including trade secret, confidential business information, critical infrastructure and security-sensitive information) and to seek protective orders or other relief. Only the minimum portion of information that is legally required to be disclosed shall be produced, and all legally permissible redactions shall be applied.

(v) Company is entitled to seek injunctive and other equitable relief (without posting bond) to prevent or curtail unauthorized disclosures or use, in addition to any other remedies available at law or equity. To the maximum extent permitted by law, no party shall be liable for consequential, incidental, special or punitive damages in connection with a breach of this Section, except to the extent awarded to a third party in connection with a third-party claim.

Section 4.25 <u>Stored Data.</u>

A. The Issuer acknowledges and agrees that:

(i) The Stored Data shall be owned and controlled exclusively by the Company (or its permitted successors or assigns) at all times.

(ii) At all times, the Company may destroy, relocate or let remain the Stored Data, or take any other action with respect to the Stored Data, in its sole and absolute discretion, without consulting or delivering any notice to the Issuer.

(iii) The Issuer has no right, title or interest whatsoever in or to the Stored Data, including, without limitation, any right to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data, or to allow any Person to access, inspect, obtain, relocate, modify, destroy, preserve, pledge, lease, sell, appropriate or exercise any dominion or control over the Stored Data. In the event Issuer receives any claim, inquiry, request or legal demand from a third party, including any governmental entity, related to the Stored Data, Issuer will notify Company immediately, and in no event later than five (5) Business Days, and provide Company with any information it has or receives in relation to such claim, inquiry, request or legal demand and provide Company with any reasonable assistance requested by Company to address such claim, inquiry, request or legal demand to ensure that the Stored Data is treated as confidential information of Company and to afford Company a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such claim, inquiry, request or legal demand.

(iv) This Section 4.24 shall survive the expiration of the Term.

Section 4.26 Limitation on Claw-Back Under this Agreement.

Issuer and Company acknowledge that the Company is relying on the benefits provided for in this Agreement to incur the expenses necessary for the success of the Project. Accordingly, Issuer and Company agree, notwithstanding any other provisions of this Agreement (including, without limitation, any requirement, condition, covenant, commitment, representation or warranty found in any provision (collectively the "Company Obligations")) that in no event shall Company be denied the ability to obtain or retain any such benefits (i) unless Company has first received full and fair advance notice with sufficient time to cure any Event of Default or Claw-Back, or (ii) if any failure by Company to satisfy any obligations contained herein was inadvertent, unintentional, or immaterial.

ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT

Section 5.1 Lease of the Leased Property; Term.

In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Leased Property, to the extent acquired by the Issuer, to the Company for the Term. To the extent permitted by law, the Issuer and the Company will cooperate and take all actions in compliance with Section 10.8 herein to allow for the continuation of the property tax, gross receipts tax and compensating tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein.

Section 5.2 Quiet Enjoyment.

The Issuer will not take any action, other than pursuant to Section 4.14 or Article VII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Leased Property during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company's expense, to the extent the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Rent.

A. The Company will pay to the Purchaser for the account of the Issuer, such amounts at such times as are necessary to make all payments of principal of, interest on and any redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (collectively, the "Basic Rent");

B. The Company will also make the following payments (the "Additional Payments" and, together with the Basic Rent, the "Rent"):

(i) to or on behalf of the Depositary, the reasonable fees and charges of the Depositary for all services of the Depositary, and all reasonable expenses (including reasonable counsel fees and expenses) incurred by the Depositary in connection with its duties under the Indenture, if scheduled, when due and, otherwise, promptly on demand by the Depositary, which fees, charges and expenses may be more specifically determined by an agreement between the Depositary and the Company;

(ii) to or on behalf of the Issuer, all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees and expenses incurred by the Issuer in connection with the issuance of the Bonds, the performance of its duties under this Lease and the Indenture, and post-issuance work or legal assistance required by the Issuer in relation to this Lease, the Indenture or any documents associated to the Bonds, promptly on demand of the Issuer; and

(iii) to the Issuer, and in addition to any other amounts owed under this Lease or any related agreement, the Issuer's reasonable expenses incurred in connection with the amendment of this Lease or any related agreement.

C. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party (other than the PILOT Payments) under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 5.4 Obligations Unconditional.

The obligation of the Company to pay, or cause to be paid, the Rent and to perform its other obligations under this Lease is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of damage to or destruction of or removal of all or any portion of the Leased Property or any other event or condition. In the event the Issuer fails to perform any of its obligations under this Lease, the Company, at its own cost and expense, may institute such action against the Issuer as the Company may deem necessary to compel such performance. The Company may also, at its own cost and expense and in its own name or, if legally necessary, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession and use of the Leased Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Notwithstanding the above paragraph, it is the intention of this Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Lease. As described in Section 6.1 hereof and in Section 3.01 of the Indenture, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to this Lease including the right to receive payments hereunder, excluding the Issuer's rights under Sections 4.20, 5.3(B), 5.7, 5.8 and 5.10 hereof and any other provision hereof which requires payment, indemnification and reimbursement to the Issuer.

Section 5.5 Filing; Further Assurances.

The Issuer and the Company will, at the direction of the Purchaser and at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Leased Property, including, without limitation, the filing of financing statements and continuation statements, the amendment of this Lease to include additional property in the Leased Property and the execution, acknowledgement, delivery and filing of any other necessary agreements and instruments. The Issuer will execute such instruments as may be reasonably requested by the Company to permit compliance with this Section 5.5.

Section 5.6 Claims.

The Company will pay and discharge and will indemnify and hold harmless the Issuer from (i) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Lease and (ii) any taxes, assessments, impositions and other charges in respect of the Leased Property. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 5.7 Indemnity, Expenses.

A. To the extent not caused or occasioned by the gross negligence or willful misconduct of the Indemnified Persons or any Indemnified Person (as such terms are defined below), the Company shall indemnify and hold the Issuer and its governing body, officers, agents, and employees (hereinafter, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, the Indenture and this Lease and the obligations imposed on the Issuer hereby and thereby; or the construction, acquisition, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Persons or an Indemnified Person with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Lease, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; and (iv) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.2, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, installation and renovation or sale of the Leased Property or any part thereof. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Persons from and against, all costs, reasonable attorney fees, expenses and costs incurred in any suit, action or proceeding brought by reason of any such claim.

If any such suit, action or proceeding is brought against the Issuer or any other Indemnified Person, the Issuer or such Indemnified Person shall, within 10 days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer or such Indemnified Person (provided that such approval by the Issuer or such Indemnified Person shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Issuer or such Indemnified Person to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Issuer or such Indemnified Person is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Issuer or such Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defenses of the Issuer or such Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Issuer or such Indemnified Person; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Issuer or any Indemnified Person, the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Issuer or any Indemnified Person shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such suit, action or proceeding effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such suit, action or proceeding with or without consent, and after all appeals have been taken and final orders or dismissals entered, the Company agrees to indemnify and hold harmless the Issuer or such Indemnified Person from and against any loss or liability by reason of such settlement or judgment other than a judgment merely confirming a settlement entered into without the written consent of the Company.

B. The Company shall also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Company under this Lease or any related agreement, (ii) taking any action requested by the Company, including but not limited to, assigning, amending or terminating this Lease or any related agreement (iii) taking any action required by this Lease or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Lease or any related agreement.

C. The obligations of the Company under this Section 5.7 shall survive any assignment or termination of this Lease, the discharge of the Indenture or the resignation or removal of the Depositary or the termination of its duties.

D. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Lease, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 5.8 Environmental Matters.

To the extent that the Leased Property shall house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, the possession and use of such materials shall be in accordance with Applicable Environmental Law, including any applicable regulations.

To the extent that the use which the Company makes or intends to make of the Leased Property shall result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on the Leased Property, such use will be in accordance with Applicable Environmental Law. For purposes of this Lease, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

The Company shall promptly notify the Depositary and the Issuer of any material violation or an alleged material violation of any Applicable Environmental Law related to the Leased Property of which the Company becomes aware.

Section 5.9 Indenture Provisions.

The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Lease, and the execution of this Lease shall constitute conclusive evidence of approval of the Indenture by the Company to the extent it relates to the Company.

Section 5.10 Issuer Payment.

Beginning on the last Business Day of January, 2027, and continuing annually on the last Business Day of January in each successive calendar year through and including 2029, the Landlord, as disclosed agent for the Company, shall make payments in lieu of taxes (the "PILOT") to the Issuer pursuant to Subseries 2025B Lease. Beginning on the last Business Day of January, 2030, and continuing annually on the last Business Day of January in each successive calendar year during the remainder of the Business Lease Term, the Landlord, as disclosed agent for the Company, shall pay a PILOT to the Issuer, which amounts are subject to increases as provided in Section 4.20 of this Lease and the Subseries 2025B Lease. During the term of the Business Lease, Landlord and Company are jointly obligated to make PILOT payments to the Issuer. After the termination or natural expiration of the Business Lease, Landlord shall be responsible for any continuing payment obligations under the Subseries 2025B Lease and this Lease. At the Company's election, the Company may pay the PILOT directly to the Issuer. For the avoidance of doubt, the collective, annual PILOT obligations of the Company and the Landlord under both this Lease and Subseries 2025B Lease will not exceed $[2,531,250] for years 2027 through 2029 and $[2,250,000], subject to increases as provided in Section 4.20 of this Lease and the Subseries 2025B Lease, from 2030 through the remainder of the Term. The Company's obligations under this Section shall terminate concurrently with the termination of this Lease and the payment of any unpaid and accrued payments required by this Section 5.10. For the avoidance of doubt, the Landlord's obligations shall continue in accordance with Section 5.10 of the Subseries 2025B Lease.

ARTICLE VI - ASSIGNMENT, LEASING AND SELLING

Section 6.1 Assignment of Rights by the Issuer.

In satisfaction of Issuer's obligations under bonds and as security for the repayment of the Bonds, the Issuer has assigned and pledged to the Purchaser certain rights, title and interests of the Issuer in this Lease including the right to receive Basic Rent as more fully provided in Section 3.01 of the Indenture, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser. The Company consents to such assignment and pledge and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agrees that its obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional.

Section 6.2 No Other Transfer by Issuer.

Except for the assignment described in Section 6.1 or as permitted in Section 6.4, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Lease, or the Leased Property, or its obligations under this Lease. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 6.2.

Section 6.3 Assignment, Lease, Encumbrance or Sale Involving the Company.

A. If the Company is not in default under this Lease or the Indenture, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Leased Property may be assigned, leased, subleased, pledged or sold as a whole or in part by the Company. No such assignment, lease, sublease, pledge or sale will relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, pledge or sale had been made, unless the requirements in Section 6.3(B) are met and: (i) such assignment, lease, sublease, pledge or sale is to an affiliate (as such term is used in regulations pursuant to the Securities Exchange Act of 1934) of the Company, or (ii) such assignment is made to a person or entity having net assets or a net worth of at least equal to the lesser of (1) the net assets or net worth of the Company at the time of such transaction or (2) 10% of the fair market value of the Leased Property at the time of such transfer, or (iii) such assignment is made with the written consent of the Issuer and the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. If an assignment is made to a person or entity that qualifies under clause (i) or (ii) of this Section 6.3(A), then, in such event, the Company, as transferor, shall be relieved from all further liability under this Lease from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. If a transfer is consented to by the Issuer and the Purchaser under clause (iii) of this Section 6.3(A), then, in such event, the transferee shall thereafter be the "Company" for all purposes, but the transferor shall be relieved of all further liability under this Lease from and after the effective date of such transfer only to such extent as may be set forth in such consent. To the extent required by the Purchaser, any assignee, lessee, sublessee or purchaser of all of the Company's interest in this Lease or of the Leased Property will assume in writing the obligations of the Company under this Lease.

B. Assignment Requirements:

(i) The Company shall, not more than 60 nor less than 30 days before the effective date of any assignment, lease, sublease, pledge or sale described in Section 6.3(A), provide notice of the intended assignment to the Issuer and Purchaser and furnish or cause to be furnished to the Issuer and the Purchaser a true and complete copy of such proposed assignment, lease, sublease, pledge or purchase contract, and to the extent applicable, such assumption.

(ii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall pay the Issuer its reasonable costs incurred in connection with such assignment, lease, sublease, pledge or sale. This fee is independent from any additional legal costs incurred by the Issuer while assisting with the assignment, which are also the responsibility of the Company pursuant to Section 5.7(B) hereof.

(iii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall, at the expense of the Company, deliver to the Issuer and Purchaser an opinion of counsel to the Company and/or the transferee in a form satisfactory to the Issuer and the Purchaser to the effect that such assignment, lease, sublease, pledge or sale has been duly authorized by the Company and the transferee, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Act.

Section 6.4 Company Financing Liens.

A. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate (including but not limited to executing and delivering or joining in the execution and delivery of documents, including such subordination agreement, estoppel, non-disturbance agreement, recognition agreement or other instrument reasonably necessary for Company Financing), at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Leased Property and such other documentation as the Company may from time-to-time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Leased Property and the application of the revenues therefrom. The Issuer will also grant to the providers of the Company Financing such right to notice of and the right to cure any Default or Event of Default and issue to such provider or providers such estoppel certificate with respect to the Bond Documents as the Company or such provider may reasonably request, all at the Company's expense, and only so long as the same does not involve any pecuniary liability of the Issuer. Any Company Financing Lien shall by its terms be senior and superior to the interests of the Company hereunder and to the interests of the holders of the Bonds.

B. Notwithstanding anything contained herein, this Lease is subject and subordinate in all respects to any Company Financing Liens, to all other liens granted by the Company to the holder of a Company Financing Lien with respect to or in connection with the indebtedness secured by a Company Financing Lien, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien; providing that nothing contained in this Section 6.4(B) shall be construed to diminish, in any manner, the obligations of the Company to pay the Rent under this Lease.

ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

Section 7.1 <u>Events of Default Defined.</u>

Each of the following events is an "Event of Default":

A. Failure by the Company to make any Rent payment when due, and such failure continues for a period of 5 Business Days with respect to Basic Rent or 30 Business Days with respect to Additional Payments after written notice from the Issuer or the Purchaser of such failure is provided to the Company.

B. Any Bond Document, or any certificate or other document delivered pursuant to any Bond Document, contains a material misrepresentation by the Company, which misrepresentation continues to materially adversely affect the Purchaser or the Depositary, and the Company fails to cure the effect of such misrepresentation within 30 days after such party gives the Company written notice of such misrepresentation or, if the effect of such misrepresentation cannot reasonably be cured within 30 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion.

C. A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing.

D. Failure by the Company to perform any of its obligations under this Lease or the Indenture, other than the payment of Rent, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 7.2 Remedies on Default.

If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, subject to the reserved Issuer remedial actions in Section 7.5 hereof, as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

A. By written notice to the Company declare all such amounts of Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

B. Take possession of the Leased Property without terminating this Lease and lease or sublease the Leased Property for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the Purchaser for the account of the Issuer from any lease or sublessee;

C. Terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of leasing the Leased Property to another, exclude the Company from possession of the Leased Property and lease or sublease the Leased Property to another; provided, however, that such termination and exclusion will not impair any remedy granted to the Issuer or the Purchaser under this Lease;

D. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease or the Indenture; or

E. Exercise any remedies provided for in the Indenture.

F. Purchaser and Company may setoff any immediately due rent with amounts loaned under the Bonds, as more particularly described in Section 5.3(C) herein

In the enforcement of the remedies provided in this Section 7.2, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing, provided that the Issuer shall be under no obligation to exercise any remedies in the event the Purchaser fails to do so.

Section 7.3 Company to Give Notice of Default.

The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default of which it has actual knowledge.

Section 7.4 Default by Issuer - Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Lease shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing powers of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Lease, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Company hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if a default shall occur hereunder.

Section 7.5 Issuer Remedial Action.

Notwithstanding any other provision of this Lease or the Indenture to the contrary, the Issuer will be entitled to cause the Company to perform the obligations of the Company under Sections 4.20, 4.21, 4.22, 5.3(B)(ii), 5.3(B)(iii), 5.7, 5.8 and 5.10 and any other provisions hereof which require payment, indemnification, reimbursement or notice explicitly to the Issuer or to obtain consent from the Issuer (the "Reserved Rights") and take whatever action at law or in equity is necessary to enforce their performance. The Issuer's rights to enforce the Reserved Rights are not assigned to the Purchaser under the Indenture. If the Company fails to comply with its obligations set forth in the Reserved Rights and such failure continues for and has not been cured within 30 days after the Issuer gives notice to the Company of such failure or any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transaction contemplated by the Bond Documents proves to have been incorrect in any material respect when made, then, the Issuer may immediately take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. If the nature of the Company's failure to comply with its obligations contained in a notice from the Issuer is such that it cannot reasonably be cured within 30 days, then the diligent prosecution to completion of the cure thereafter shall be deemed to be a cure of the default within such 30-day period. This remedy is not exclusive of any other action at law or in equity that the Issuer may take to enforce the Reserved Rights.

ARTICLE VIII - PREPAYMENTS

Section 8.1 Prepayments.

The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary and the Purchaser not less than 5 days before the redemption date. Upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount to be redeemed plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser.

ARTICLE IX - PURCHASE OF LEASED PROPERTY

Section 9.1 Purchase of Leased Property.

The Company will purchase, and the Issuer will sell, the Leased Property for $1.00 at the expiration or early termination of this Lease or upon Payment of the Bonds, or a portion of the Leased Property prior to the expiration or early termination of this Lease with the Purchaser's prior approval. Except for those purchases resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Company will give notice to the Issuer specifying the date of closing such purchase, which will be not less than 5 nor more than 90 days from the date of such notice. In the event of a purchase resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Issuer will give notice to the Company of the closing date of such purchases at least 60 days prior to such date. At the closing of such purchase, the Issuer will deliver to the Company or the Company's designee a quitclaim deed, bill of sale or other appropriate documents conveying to the Company or the Company's designee title to the Leased Property to be conveyed pursuant to this Section 9.1, as the same exists at the time of such purchase, subject only to: (i) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (ii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; and (iii) Permitted Liens other than the Indenture and this Lease. The Company may at any time purchase the Leased Property whether or not a Default or an Event of Default has occurred and is continuing, and the Issuer will sell the Leased Property pursuant to this Section 9.1. The Issuer may take any additional steps, at the expense of the Company, as it may consider necessary to ensure that the property has been transferred to the Company for tax purposes.

Issuer shall provide Company and Purchaser prompt written notice of: (i) any proposed or enacted State legislation or other governmental action that would authorize Issuer to file under Chapter 9 of the U.S. Bankruptcy Code; (ii) any formal determination by Issuer or its advisors that Issuer is or is reasonably likely to become insolvent or unable to meet material obligations when due; and (iii) any default or event, litigation, or governmental action that Issuer reasonably expects could lead to a bankruptcy filing or a material adverse effect on Issuer's performance hereunder. Issuer shall: (i) provide not less than 30 days' prior written notice to

Company and Purchaser upon Issuer's internal determination to prepare or pursue a bankruptcy filing; (ii) provide at least 10 business days' prior written notice of any governing body meeting at which a bankruptcy filing or related authorization will be considered, together with agendas and publicly available materials; and (iii) promptly (and in any event within 2 business days) deliver notice of any vote, resolution, or formal step authorizing a bankruptcy filing, with copies of such resolutions. Upon such notice from Issuer, the Company may purchase the Leased Property and the Issuer will sell the Leased Property pursuant to this Section 9.1.

Section 9.2 Escrow Account.

In order to initiate the provisions of this Article IX, Company and Issuer agree to establish an Escrow Account pursuant to the terms set forth in Article V of the Indenture.

ARTICLE X - MISCELLANEOUS

Section 10.1 Incorporation of Indenture Provisions.

The provisions of Sections 11.01, 11.02, 11.03, 11.05 and 11.06 of the Indenture are incorporated in this Lease.

Section 10.2 Amendments.

This Lease may be amended or modified only as provided in the Indenture.

Section 10.3 No Pecuniary Liability of Issuer.

No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements herein or in any document executed by the Issuer in connection with the Bonds will subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. None of the provisions of this Lease will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its reasonable satisfaction against the cost, expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Section 10.4 Binding Effect.

This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company, and their respective successors and assigns.

Section 10.5 Severability.

If any section, paragraph, clause or provision of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Lease.

Section 10.6 Recording.

This Lease, the Indenture and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Doña Ana County, New Mexico. This Lease as originally executed or an appropriate and sufficient memorandum thereof shall be so recorded before the recordation of the Indenture.

Section 10.7 No Waiver.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.8 Further Assurances.

Consistent with the terms and conditions hereof, each party will execute and deliver such agreements, instruments, certificates, and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Lease and the transactions contemplated hereby, including, but not limited to, any and all actions and agreements necessary to secure the tax exemptions described in N.M. Const., Article VIII, Section 3; NMSA 1978, Section 7-36-3 (2024) (including any successor statutes thereto); and Section 4.5 herein in the event of a future change in law. No party shall take any action that will deprive the other party of the enjoyment of rights secured through this Lease.

Section 10.9 Applicable Law.

This Lease will be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 10.10 Non-Merger.

The provisions of this Lease shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any deed, bill of sale, or other instrument or document delivered hereunder.

Section 10.11 Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

GREEN CHILE VENTURES LLC

By:_____________________________________
[]

STATE OF __________________)
) ss.
COUNTY OF ________________)

This instrument was acknowledged before me on ______________, 2025, by ________________, _________________ [of Green Chile Ventures LLC, a Delaware limited liability company].

____
Notary Public

My Commission expires:

____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

PROJECT PROPERTY ZONE

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

SUB-SUBLEASE AGREEMENT

This Sub-sublease Agreement (this "Agreement") is entered into as of October 1, 2025, by and between Red Chiles [A/B/C/D], LLC, a Delaware limited liability company ("Company" or "Lessor"), and Doña Ana County, New Mexico, a political subdivision existing under the laws of the State of New Mexico ("Issuer", "County" or "Lessee"). Capitalized terms used in this Agreement, but not defined herein, shall have the meanings assigned to such terms in the Bond Lease (defined below).

RECITALS

WHEREAS, the Company wishes to construct, acquire, equip and install improvements for a data center facility and related infrastructure and facilities located within the County (the "Project") consisting of leased land, easements and other property rights on real property leased by the Company and located within the County (the "Project Site"), and all necessary facilities and equipment, including without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, equipment and other tangible personal property to be used by the Company and its successors, assigns and affiliates as a manufacturing facility of solar components and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project used in the generation of electricity (the "Improvements" and together with the Project Site, the "Project Property"), and the Company has requested that the Issuer issue a series of its industrial revenue bonds in connection with the Project; and

WHEREAS, Company is a lessee under that certain lease agreement by and between the Company, as lessee, and Yucca Growth Infrastructure, LLC, as lessor, in connection with the Project (the "Project Site Lease"), a memorandum of which is attached hereto as Exhibit A; and

WHEREAS, the Issuer adopted Ordinance No. [] on September 19, 2025, which authorizes the issuance of the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the maximum, aggregate principal amount of $[15,000,000,000]; the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B, the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the maximum, aggregate principal amount of $[6,250,000,000], and the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the maximum, aggregate principal amount of $[124,999,925,000/25,000/25,000/25,000] (collectively, the "Bonds"); and

WHEREAS, in order to facilitate the transaction for issuance of the Bonds, which contemplates a lease by the Issuer to the Company of the property covered by the Project Site Lease, the Company and Issuer propose to enter into this Agreement; and

WHEREAS, the Issuer is willing to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement (the "Parties") agree as follows:

1. Sublease and Transfer. Company does hereby sublease, assign and convey to Issuer, and Issuer hereby accepts, all of the Company's rights and none of its obligations under the Project Site Lease, upon the terms and conditions provided herein. No rent payments will be payable by Issuer to Company or to any other party.

2. Limitation of Issuer Liability. The Parties acknowledge that the Company retains all of its obligations under the Project Site Lease, any easement, right-of-way, or other fractional property interests related to the Project Property and subleased hereby or to be subleased, and the Company agrees to perform and discharge timely and in full all of its duties, obligations and liabilities under the Project Site Lease during the term of this Agreement. The Company and Issuer agree that the provisions of the Lease Agreement under which the Issuer leases and sub-sub-subleases the Project Property to the Company (the "Bond Lease") with respect to limitations of the Issuer's liability are deemed to apply with respect to this Agreement and the transaction contemplated hereby. The Company hereby agrees to defend, indemnify and hold harmless the Issuer, members of the Board of County Commissioners of Doña Ana County, New Mexico (the "Governing Body"), and officials, employees and agents of the Issuer, against any claims, costs, liabilities and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, the Project Site Lease, the Project Site, including, but not limited to suits, legal or administrative proceedings, liabilities, damages, claims, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended), hazardous wastes (as defined in Resource Conservation and Recovery Act of 1976, as amended) or other materials or substances within the meaning of any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or any equipment or improvements located on or used in connection with the Project Site. The insurance maintained by Company pursuant to the Bond Lease shall be available if necessary for purposes of indemnification of the Issuer under this Agreement, but the amount of such insurance does not limit any liability of the Company hereunder.

3. Bond Lease. Immediately upon effectiveness of this Agreement, the Company and Issuer will enter into the Bond Lease, pursuant to which Issuer will sublease the property subject to the Project Site Lease and lease the Project Property to the Company, and the terms and conditions of the Bond Lease will govern such arrangement. The Parties intend that this Agreement will remain in effect following execution of the Bond Lease and that neither will be merged into the other. The Issuer and the Company acknowledge that the Company may make substitutions for components of the Project Property without approval of the Issuer consistent with the terms of Section 4.2 of the Bond Lease, provided that the Company will not make any changes that will change the nature of the Project as a qualified project as defined in and as contemplated by the Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation. Notwithstanding any claim or provision in the Project Site Lease, the Company's indemnity contained in Section 5.7 of the Bond Lease should extend to the Issuer for its protection in connection with its interest in this Agreement.

4. Relationship. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Issuer and Company. Nothing in this Agreement shall be construed to create privity of estate or privity of contract between the Issuer and any lessor under the Project Site Lease.

5. Representations and Warranties of Company. The Company represents and warrants to the Issuer that Company is a lessee under the Project Site Lease and has the capacity to enter into this Agreement with Issuer. The sublease effected under this Agreement is either permitted under the Project Site Lease without the consent of the landlord or, if landlord consent is required under the Project Site Lease, the Company has obtained all consent(s) of the applicable landlords to the subleasing of the Project Site to the Issuer.

6. Obligations of Issuer. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Issuer shall have no obligation whatsoever under the Project Site Lease, including any obligation to comply with or perform, or to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Company or other lessee under the Project Site Lease. The Company hereby acknowledges and agrees that the Company is solely responsible for the performance of the obligations of the lessee under the Project Site Lease.

7. Nondisturbance. This Agreement and the rights of the Company leased to the Issuer pursuant to this Agreement will not terminate the Project Site Lease and will not disturb the rights and use of the premises subject to the Project Site Lease by the parties to the Project Site Leases.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and such successors and assigns as permitted under this Agreement.

9. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

10. This Agreement and the legal relations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement effective as of the date first above written.

RED CHILES [A/B/C/D], LLC,
a Delaware limited liability company

By ________________________________
Name: _____________________________
Title: ______________________________

[Signature page to Sublease Agreement – Project Jupiter Subseries B-[1/2/3/4]]

STATE OF____________________)
) ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me on ________________, 2025, by ________________, ______________ of Red Chiles [A/B/C/D], LLC.

____
Notary Public

My commission expires:
____

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

[Signature page to Sublease Agreement – Project Jupiter Subseries C-[1/2/3/4]]

EXHIBIT A

MEMORANDUM OF PROJECT SITE LEASE

SUB-SUBLEASE AGREEMENT

This Sub-sublease Agreement (this "Agreement") is entered into as of October 1, 2025, by and between Green Chile Ventures LLC, a Delaware limited liability company ("Company" or "Lessor"), and Doña Ana County, New Mexico, a political subdivision existing under the laws of the State of New Mexico ("Issuer", "County" or "Lessee"). Capitalized terms used in this Agreement, but not defined herein, shall have the meanings assigned to such terms in the Bond Lease (defined below).

RECITALS

WHEREAS, the Company wishes to acquire and equip a data center facility and related infrastructure and facilities located within the County (the "Project") consisting of leased land, easements and other property rights on real property leased by the Company and located within the County (the "Project Site"), and all necessary facilities and equipment, including without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, equipment and other tangible personal property to be used by the Company and its successors, assigns and affiliates as a manufacturing facility of solar components and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project used in the generation of electricity (the "Improvements" and together with the Project Site, the "Project Property"), and the Company has requested that the Issuer issue a series of its industrial revenue bonds in connection with the Project; and

WHEREAS, Company is the lessee under that certain lease agreement by and between the Company, as lessee, and Red Chiles [A/B/C/D], LLC, as lessor, in connection with the Project (the "Business Lease"), a memorandum of which is attached hereto as Exhibit A; and

WHEREAS, Company is a lessee under that certain lease agreement by and between the Company, as lessee, and Yucca Growth Infrastructure, LLC, as lessor, in connection with the Project (the "Sublease" and together with the Business Lease, the "Project Site Leases"), a memorandum of which is attached hereto as Exhibit B; and

WHEREAS, the Issuer adopted Ordinance No. [] on September 19, 2025, which authorizes the issuance of the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the maximum, aggregate principal amount of $[15,000,000,000]; the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B, the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the maximum, aggregate principal amount of $[6,250,000,000], and the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the maximum, aggregate principal amount of $[124,999,925,000/25,000/25,000/25,000] (collectively, the "Bonds"); and

WHEREAS, in order to facilitate the transaction for issuance of the Bonds, which contemplates a lease by the Issuer to the Company of the property covered by the Project Site Leases, the Company and Issuer propose to enter into this Agreement; and

WHEREAS, the Issuer is willing to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement (the "Parties") agree as follows:

1. Sublease and Transfer. Company does hereby sublease, assign and convey to Issuer, and Issuer hereby accepts, all of the Company's rights and none of its obligations under the Project Site Leases, upon the terms and conditions provided herein. No rent payments will be payable by Issuer to Company or to any other party.

2. Limitation of Issuer Liability. The Parties acknowledge that the Company retains all of its obligations under the Project Site Leases, any easement, right-of-way, or other fractional property interests related to the Project Property and subleased hereby or to be subleased, and the Company agrees to perform and discharge timely and in full all of its duties, obligations and liabilities under the Project Site Leases during the term of this Agreement. The Company and Issuer agree that the provisions of the Lease Agreement under which the Issuer leases and sub-sub-subleases the Project Property to the Company (the "Bond Lease") with respect to limitations of the Issuer's liability are deemed to apply with respect to this Agreement and the transaction contemplated hereby. The Company hereby agrees to defend, indemnify and hold harmless the Issuer, members of the Board of County Commissioners of Doña Ana County, New Mexico (the "Governing Body"), and officials, employees and agents of the Issuer, against any claims, costs, liabilities and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, the Project Site Leases, the Project Site, including, but not limited to suits, legal or administrative proceedings, liabilities, damages, claims, costs and expenses resulting from or in any way connected with the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended), hazardous wastes (as defined in Resource Conservation and Recovery Act of 1976, as amended) or other materials or substances within the meaning of any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or any equipment or improvements located on or used in connection with the Project Site. The insurance maintained by Company pursuant to the Bond Lease shall be available if necessary for purposes of indemnification of the Issuer under this Agreement, but the amount of such insurance does not limit any liability of the Company hereunder.

3. Bond Lease. Immediately upon effectiveness of this Agreement, the Company and Issuer will enter into the Bond Lease, pursuant to which Issuer will sublease the property subject to the Project Site Leases and lease the Project Property to the Company, and the terms and conditions of the Bond Lease will govern such arrangement. The Parties intend that this Agreement will remain in effect following execution of the Bond Lease and that neither will be merged into the other. The Issuer and the Company acknowledge that the Company may make substitutions for components of the Project Property without approval of the Issuer consistent with the terms of Section 4.2 of the Bond Lease, provided that the Company will not make any

changes that will change the nature of the Project as a qualified project as defined in and as contemplated by the Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation. Notwithstanding any claim or provision in the Project Site Leases, the Company's indemnity contained in Section 5.7 of the Bond Lease should extend to the Issuer for its protection in connection with its interest in this Agreement.

4. Relationship. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Issuer and Company. Nothing in this Agreement shall be construed to create privity of estate or privity of contract between the Issuer and any lessor under the Project Site Leases.

5. Representations and Warranties of Company. The Company represents and warrants to the Issuer that Company is a lessee under the Project Site Leases and has the capacity to enter into this Agreement with Issuer. The sublease effected under this Agreement is either permitted under the Project Site Leases without the consent of the landlord or, if landlord consent is required under the Project Site Leases, the Company has obtained all consent(s) of the applicable landlords to the subleasing of the Project Site to the Issuer.

6. Obligations of Issuer. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Issuer shall have no obligation whatsoever under the Project Site Leases, including any obligation to comply with or perform, or to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Company or other lessee under the Project Site Leases. The Company hereby acknowledges and agrees that the Company is solely responsible for the performance of the obligations of the lessee under the Project Site Leases.

7. Nondisturbance. This Agreement and the rights of the Company leased to the Issuer pursuant to this Agreement will not terminate the Project Site Leases and will not disturb the rights and use of the premises subject to the Project Site Leases by the parties to the Project Site Leases.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and such successors and assigns as permitted under this Agreement.

9. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

10. This Agreement and the legal relations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement effective as of the date first above written.

GREEN CHILE VENTURES LLC,
a Delaware limited liability company

By ________________________________
Name: _____________________________
Title: ______________________________

[Signature page to Sublease Agreement – Project Jupiter Subseries C-[1/2/3/4]]

STATE OF____________________)
) ss.
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me on _________________, 2025, by _________________, _______________ of Green Chile Ventures LLC.

____
Notary Public

My commission expires:
____

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

[Signature page to Sublease Agreement – Project Jupiter Subseries C-[1/2/3/4]]

EXHIBIT A

MEMORANDUM OF BUSINESS LEASE

<u>EXHIBIT B</u>

MEMORANDUM OF SUBLEASE

DOÑA ANA COUNTY, NEW MEXICO

YUCCA GROWTH INFRASTRUCTURE, LLC

[PURCHASER]

AND

[DEPOSITARY], AS DEPOSITARY

INDENTURE

Dated as of October 1, 2025

Securing

$[15,000,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Series 2025A

This instrument constitutes a security agreement with respect to certain personal property under the laws of the State of New Mexico.

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DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (together with its successors and assigns, the “Issuer”), YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the “Purchaser”), and [DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the “Depositary”), agree:

ARTICLE I - RECITALS

Section 1.01. The Act. The Issuer is a county and political subdivision of the State of New Mexico (the “State”). Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the “Act”), the Issuer is authorized to acquire, construct and equip certain manufacturing, industrial or commercial projects and to issue its industrial revenue bonds to finance such projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State and promoting a sound and proper balance in the State between agriculture, commerce and industry. Such bonds are payable solely out of revenue derived from the acquisition, ownership, leasing or sale of such projects. Such bonds may be further secured by an assignment of all or any of the Issuer’s interest in the lease agreements respecting the project to be acquired, constructed, installed and equipped. Under the Act, a project may include land, buildings, machinery, equipment and other related personal property deemed necessary in connection with such project.

Section 1.02. Government Proceedings. The Company has presented to the Board of County Commissioners of the Issuer (the “Board”) a proposal whereby the Issuer will construct, acquire, equip and install certain of certain power generation, battery storage, a microgrid and related infrastructure, facilities and real property located within the Issuer’s boundaries (the “Project”), and whereby the Issuer will, pursuant to a Lease Agreement dated as of October 1, 2025 (together with any and all amendments and supplements, the “Lease”) between the Issuer and the Company, lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 2025-[__], adopted on September 19, 2025 (the “Bond Ordinance”), authorized, among other matters, (i) the issuance of its Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A (the “Bonds”) in the aggregate principal amount not to exceed $[15,000,000,000], and substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 1.03. The Lease Agreement. The Issuer has entered into the Lease with the Company, under which the Issuer has leased the Leased Property to the Company and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds when due. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Lease.

Section 1.04. The Indenture; Collateral Pledge. The Bonds are to be issued under this Indenture which constitutes a security agreement and a collateral pledge of the Lease to the Purchaser subject to certain exceptions.

Section 1.05. Conditions Precedent Performed. Based on the opinions of Bond Counsel for the Issuer and counsel for the Company and the Purchaser (as identified in the Bond Purchase Agreement defined below), all acts, conditions and things required on the part of the Issuer by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture and the Lease and the issuance of the Bonds have happened, exist and have been performed as so required in order to make this Indenture, the Lease and the Bonds valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Meanings of Words and Terms. All words and terms defined in the Lease have the same meanings when used in this Indenture and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below:

"Account" has the meaning assigned in Section 5.02(a) herein.

"Acquisition Account" has the meaning assigned in Section 6.01.

"Act" has the meaning assigned in Section 1.01.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Bill of Sale" has the meaning assigned in Section 5.02(a).

"Board" has the meaning assigned in Section 1.02.

"Bonds" has the meaning assigned in Section 1.02.

"Bond Documents" means, collectively, this Indenture, the Lease and the Bond Purchase Agreement.

"Bond Ordinance" has the meaning assigned in Section 1.02.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 2025 among the Purchaser, the Issuer and the Company.

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Conveyance Documents" has the meaning assigned in Section 5.02(a).

"Costs of the Project" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the construction, acquisition and installation of the Improvements and to pay the Issuance Costs.

"Default" has the meaning assigned in Section 8.01.

"Depositary" has the meaning assigned in the first paragraph of this Indenture.

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each October 1, beginning October 1, 2025.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Lease" has the meaning assigned in Section 1.02.

"Parties" means the Issuer, the Company, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment of the Bonds" means payment in full of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer and the Depositary payable by the Company under this Indenture, the Lease or the Bond Purchase Agreement.

"Person" means any natural person, corporation, partnership, joint venture, association, limited liability company, trust, or public body.

"Purchaser" has the meaning assigned in the first paragraph of this Indenture.

"Purchase" has the meaning assigned in Section 5.02(c).

"Purchase Notice" has the meaning assigned in Section 5.02(c).

"Requisition and Certificate" has the meaning assigned in Section 6.02.

"Revenues" means the Basic Rent, all amounts in the Acquisition Account pending their application for Costs of the Project, and any investment income from investment of amounts in the Acquisition Account.

"Special Warranty Deed" has the meaning assigned in Section 5.02(a).

"State" has the meaning assigned in Section 1.01.

Section 2.02. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Lease and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

Section 2.03. Bonds Not General Obligation of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable solely out of the Basic Rent and, pending their use for the Costs of the Project, the monies and investments in the Acquisition Account. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III - GRANT

Section 3.01. Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of, interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer pledges and assigns to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Lease, including its rights to the Basic Rent but excluding the Reserved Rights (as defined in Section 7.5 of the Lease); and (ii) pending their use for the Costs of the Project, the monies and investments in the Acquisition Account.

Section 3.02. Release. If the principal of and interest on the Bonds is paid in full to the Purchaser, all obligations of the Issuer under this Indenture will terminate, and the Purchaser will discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

Section 3.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any related legislation which relate to the maturity of the Bonds, interest payments and dates thereof, exchange, transfer and registration of the Bonds, replacement of the mutilated, destroyed, lost or stolen Bonds, nonpresentment of the Bonds, the holding of monies in trust, and repayments to the Company from the various funds established pursuant to this Indenture and the duties of the Depositary in connection with all of the foregoing will remain in effect and be binding upon the Depositary and the Purchaser notwithstanding the release and discharge of this Indenture. The provisions of this Section 3.03 will survive the release, discharge and subordination of this Indenture.

Section 3.04. Subordination. The Purchaser agrees to subordinate its rights as pledgee, assignee and secured party as provided in Section 3.01 to any financial institution, lender or other financing party providing all or any part of the Company Financing, from time to time, and to enter into agreements which the Company, its parent, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS

Section 4.01. Authorization; Authorized Amount of Bonds. The Bonds are hereby authorized to be issued under this Indenture for the purpose of financing the Costs of the Project and secured by this Indenture. The Bonds will be initially issued as a single fully registered bond without coupons, in the principal amount not to exceed $[15,000,000,000], numbered RA-1. No bonds may be issued under this Indenture except in accordance with this Article. The total principal amount of the Bonds issued under this Indenture is expressly limited to $[15,000,000,000]. No additional bonds may be issued. The Bonds may be transferred only in accordance with the terms of this Indenture and the Bonds.

Section 4.02. Form of Bonds; Maturity. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and the Lease and will bear interest on advances made pursuant to Section 4.04 from the respective dates of such advances on the aggregate unpaid principal amount of such advances at the rate of [5.0]% per annum. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Accrued interest will be paid by the Company to the Purchaser on each Interest Payment Date. The Bonds will mature on October 1, 2055, and all unpaid principal of and interest on the Bonds is due and payable on such maturity date. The final payment of the principal of and interest on the Bonds shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of the Bonds. Payments of the principal of and interest on the Bonds prior to the final payment thereof shall be made to the person who is the registered owner thereof on such payment date by wire transfer of immediately available funds by the Company to such Purchaser at its address as it appears on the registration records kept by the Company. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this

Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 4.03. Execution and Delivery. The Bonds will be signed by the Chair of the Board of the Issuer or the Vice Chair in the absence of the Chair, attested to by the Clerk of the Issuer or a deputy Clerk, acting in her absence, and delivered to the Purchaser on the date of the execution and delivery of this Indenture.

Section 4.04. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of this Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through the advances described in this Section 4.04. Prior to delivery by the Issuer to the Purchaser of the Bonds (issued as a single fully registered bond), the following will be filed with the Purchaser (i) a certified copy of the Bond Ordinance authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Lease and (ii) original executed counterparts of the Bond Documents.

The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 6.02 of this Indenture. Promptly upon receipt of notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, pay the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account; provided that the aggregate amount of such advances will not exceed $[15,000,000,000]. The records of the Depositary will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds.

Section 4.05. Application of Payments. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first to the principal amount to be redeemed and then to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first to accrued interest on and then to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, the Purchaser will pay such excess to the Company.

Section 4.06. Registration of the Bonds. The Company on behalf of the Issuer will maintain a registration book showing the name and address of the holder of the Bonds. Upon the Company's receipt of notice of the transfer of the Bonds in accordance with their terms, together with other required documentation, the Company will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee shall maintain such registration book.

The Bonds may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book of the Issuer but only upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion from legal counsel experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, to the effect the transfer complies with the Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to such legal counsel, necessary to establish such compliance. The Issuer agrees that it will cooperate in delivering a new bond certificate or certificates, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer. The Issuer may deem and treat the person in whose name the Bonds are registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

Section 4.07. Ownership. The ownership of the Bonds shall be proved by the registration book maintained pursuant to Section 4.06 of this Indenture. Any request, demand, authorization, direction, notice, consent, waiver or other act of the holder of any of the Bonds shall bind every future holder of such Bonds and the holder of Bonds issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Depositary or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds.

ARTICLE V - REDEMPTION

Section 5.01. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article VIII of the Lease that the Company has elected to cause redemption of the Bonds in whole or in part (provided that upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding) and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company, the Leased Property shall be sold by the Issuer to the Company in compliance with Section 9.1 of the Lease, and the Conveyance Documents shall be delivered to the Company by the Depositary in compliance with Section 5.02 herein.

Section 5.02. Escrow Account.

(a) Establishment of Account**.** As of the Closing Date (as defined in the Bond Purchase Agreement), the Issuer and the Company have caused to be deposited with the Depositary in an account established pursuant to this Indenture (the "Account") a signed and notarized special warranty deed from the Issuer granting and conveying to the Company the Project Site, in the form of Exhibit D hereto (the "Special Warranty Deed") and a signed bill of sale from the Issuer giving, granting, bargaining, selling, transferring, setting over, assigning, conveying, releasing, confirming and delivering to the Company the Improvements, including, but not limited to, all personal property comprising those Improvements, in the form of Exhibit E hereto (the "Bill of Sale" and together with the Special Warranty Deed, the "Conveyance Documents").

(b) Treatment of Account. The Conveyance Documents constituting the Account shall be maintained by the Depositary pursuant to the terms of this Indenture. Such account shall be styled *"Doña Ana County – Yucca Growth Infrastructure, LLC Series 2025A Document Escrow Account*".

(c) Escrow Procedure and Distribution Instructions. The Account shall be held and disbursed in accordance with the terms of this Section 5.02 as set out below, without further approval by the Issuer or its governing body:

1. The Company will give notice (the "Purchase Notice") to the Depositary and the Issuer specifying the date of the closing of the purchase of the Leased Property pursuant to Section 9.1 of the Lease ("Purchase"), which Purchase Notice shall be delivered at any time on or before the date of Purchase. The Purchase Notice shall include written instructions to the Depositary.

2. A Purchase shall always be permitted whether or not a default under any of the Bond Documents (including a Default (as defined in this Indenture) or an Event of Default (as defined in the Lease)) has occurred and is continuing.

3. The Depositary shall disburse the Conveyance Documents in accordance with the terms of the Purchase Notice, inclusive of the written instructions contained therein, immediately upon receipt of the Purchase Notice.

4. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action as the Company requires in order to carry out the transactions contemplated by this Section 5.02.

The parties each acknowledge that Depositary is authorized to use the above transfer instructions to disburse the Conveyance Documents without a verifying call-back or other confirmation of the Issuer. If distribution is in accordance with this Section, no call-back is required. The Issuer will not object or interfere with the disbursement by the Depositary of the Conveyance Documents to the Company in accordance with this Section 5.02. In addition to any other rights provided to the Company by the Bond Documents or under law, the Company shall (i) have the right to specific performance and all other equitable remedies from the Depositary and will be entitled to consequential damages from the Depositary in the event the Depositary fails to disburse the Conveyance Documents in accordance with the terms of the Purchase Notice and (ii) have the right to specific performance and all other equitable remedies from the Issuer if the Issuer does not comply with terms herein relating to the disbursement of the Conveyance Documents.

In the event of a dispute between the Issuer and the Company with respect to the Account, the Depositary may, in its sole and absolute discretion, interplead the Account with any court of competent jurisdiction and name the Company and the Issuer in such interpleader action. Upon filing the interpleader action, the Depositary shall be relieved of all liability as to the Account and shall be entitled to recover from the Company or the Issuer its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

(d) Distribution Requested by Issuer. Notwithstanding anything herein to the contrary, pursuant to Section 7.4 of the Lease, the Issuer may request that the Depositary disburse the Conveyance Documents to the Company at any time during the term of the Lease to enforce the Reserved Rights with the Company's consent or upon the Issuer: (i) providing the Depositary with a copy of the notice that the Issuer has provided to the Company under Section 7.4 of the Lease and evidence that such notice has been provided to the Company at least 60 days prior to the Issuer's request to disburse the Conveyance Documents to the Company; and (ii) certifying to the Depositary that the Issuer has complied with the requirements of Section 7.4 of the Lease. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action required to effectuate the transfer of the Leased Property to the Company pursuant to this Section and Section 7.4 of the Lease. The Company may not oppose such disbursement of the Conveyance Documents, and the Leased Property shall be deemed accepted by the Company upon disbursement of the Conveyance Documents to the Company. Any amounts owed to the Issuer by the Company will remain outstanding after the transfer of the Leased Property, and the Issuer may take any additional action at law or in equity it deems necessary to enforce the Reserved Rights. The Company and the Purchaser shall be responsible for all the expenses and fees incurred by the Depositary and the Issuer as a result of the exercise of the actions described in this Section.

(e) Following the disbursement of the Conveyance Documents in accordance with the provisions of this Section, the Purchaser shall file a release of lien discharging all of the Leased Property from the lien and operation of this Indenture. This Indenture shall terminate following the disbursement of the Conveyance Documents in accordance with the provisions of this Section.

(f) The provisions of this Section 5.02 are subject to the provisions regarding the removal of the Depositary set forth in Section 9.04(c) herein.

(g) The Issuer will provide notice to the Company and the Purchaser upon any downgrade of the Issuer's credit rating as established by Moody's or Standard & Poor's rating service.

(h) The Issuer will provide notice to the Company and the Purchaser if it becomes aware of any legislation that would allow the Issuer to declare bankruptcy under Title 11 of the United States Code, whether proposed during a State legislative session or adopted by the State Legislature.

ARTICLE VI - THE ACQUISITION ACCOUNT

Section 6.01. Creation; Deposits. A special account is hereby created with the Depositary and designated "Doña Ana County, New Mexico, Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A Acquisition Account" (the "Acquisition Account"). Any monies received by the Issuer or the Depositary on account of any advances under Section 4.04 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depositary and will, subject to the provisions of Sections 6.05 and 6.06, be applied to the payment of Costs of the Project and, pending such application, will be subject to a lien in favor of the Purchaser.

Section 6.02. Disbursements. The Depositary will make payments of Costs of the Project from the Acquisition Account, but only upon (i) receipt of sufficient monies from the Purchaser for deposit in the Acquisition Account; and (ii) receipt of a Requisition and Certificate in substantially the form of Exhibit B ("Requisition and Certificate"), signed by an Authorized Company Representative, stating to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Costs of the Project and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such Persons to receive payment of the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (1) the obligations stated have been properly incurred, (2) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (3) to the best knowledge of such Authorized Company Representative, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the Requisition and Certificate.

Section 6.03. Depositary May Rely on Requisitions. Each Requisition and Certificate received by the Depositary as conditions of payment from the Acquisition Account may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times to examination by the Issuer and other Parties and their respective agents and representatives. The Depositary shall have no duty or obligation to verify the content of any requisition or certificate.

Section 6.04. Status Reports. Within sixty (60) days after each January 31 (commencing January 31, 2025) occurring prior to the Completion Date and within sixty (60) days after the date of disbursement of all remaining monies in the Acquisition Account, if such disbursement occurs after the Completion Date, the Depositary will prepare and send to the Company and the Issuer a report describing any and all moneys and investments on deposit in the Acquisition Account as of such January 31, and all deposits into and disbursements from the Acquisition Account, if any, during the twelve-month period ending on such January 31 or the date of such final disbursement, as applicable.

Section 6.05. Completion Date. Upon receipt of a certificate from the Company, in the form of Exhibit C signed by an Authorized Company Representative, establishing the Completion Date, the Depositary will, to the extent monies are available therefor, set aside the monies necessary for the payment of the Costs of the Project incurred by the Company but not then due or payable as set forth in such certificate and then will transfer any monies remaining in the Acquisition Account to the Company for use in connection with the Project or for payment of debt service on the Bonds (but the Depositary and the Issuer shall have no duty to inquire into or otherwise monitor, and shall not have any liability associated with, the Company's use of such monies). After all Costs of the Project have been paid, the Depositary's duties hereunder shall cease as set forth in Section 9.04(d).

Section 6.06. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 8.02, the Depositary, to the extent permitted by law, will promptly pay all monies then held for the credit of the Acquisition Account to the Purchaser for application to the unpaid principal of and accrued interest on the Bonds.

Section 6.07. Investments. Monies on deposit in the Acquisition Account will, at the written direction of an Authorized Company Representative, be invested and reinvested by the Depositary in short-term interest-bearing securities or funds, which are at the time authorized under the Act. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any loss resulting from any such investment will be charged to the Acquisition Account. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Account. Neither the Depositary nor the Issuer will be liable or responsible for any loss resulting from any such investment or liquidation of any investment when required under the terms of this Indenture. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS

Section 7.01. Payment of the Bonds; Bonds are Limited Obligations. Pursuant to the Lease, the Company is required to pay the principal of, interest on and redemption price of the Bonds at the times and in the amounts provided in Section 4.02 of this Indenture and in the Bonds, directly to the Purchaser. Except as otherwise provided in this Indenture, such principal, interest and redemption price are payable solely from the Basic Rent, which the Company will pay as provided in the Lease. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

Section 7.02. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and agreements of the Issuer contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture, and to pledge the Revenues (but excluding Additional Payments and any amount for indemnification of the Issuer) described in this Indenture, and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement and the Lease.

Section 7.03. Obligations Under the Lease. The Issuer: (i) will perform all of its obligations under the Lease; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease except by a supplement or an amendment duly executed by the Issuer and the Company with the written approval of the Purchaser; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser.

Notwithstanding the above paragraph, it is the intention of the Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in this Indenture for the Company's obligations under the Lease. As described in Section 3.01 and in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease, including the right to receive payments thereunder, but excluding the Reserved Rights.

ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. Defaults. Each of the following events is a "Default":

(a) Failure to pay any installment of principal of, interest on or redemption price of the Bonds when due and such failure continues for a period of five (5) Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company.

(b) An Event of Default under the Lease occurs and is continuing.

(c) The Issuer fails to perform any other of its obligations under the Bonds or this Indenture for a period of thirty (30) days after receipt of notice of such failure from any of the other Parties.

Section 8.02. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties declare the then unpaid principal of and all accrued interest on the Bonds to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and cancel its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for.

Section 8.03. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

Except as otherwise provided in the Lease, all rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally required, will cooperate with the Purchaser in the lawful enforcement of such rights and remedies under the Bond Documents upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article IX.

ARTICLE IX - THE DEPOSITARY

Section 9.01. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary. Unless previously terminated by the Company, the Depositary's duties hereunder shall continue, subject to the provisions of Section 9.04, until the occurrence of the Completion Date and the disbursement of the Conveyance Documents and the disbursement of all moneys remaining on deposit in the Acquisition Account as provided in Section 6.05 and the Account as provided in Section 5.02(a).

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming on their faces to the requirements of this Indenture or the Lease, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Lease, the Depositary will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease, as the case may be.

(c) No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) Except with respect to the disbursement of the Conveyance Documents in compliance with Section 5.02 herein, the Depositary shall be under no obligation to take any action or exercise any right or power under this Indenture unless the Purchaser shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the reasonable fees, costs (including without limitation reasonable fees and expenses of attorneys), expenses and liabilities that might be incurred by the Depositary in connection therewith.

(f) The recitals contained herein and in the Bonds shall be taken as the statements of the Company, and the Depositary assumes no responsibility for their correctness.

The Depositary makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Depositary shall not be accountable for the use or application by the Issuer or the Company of the Bonds or the proceeds thereof.

(g) Money held by the Depositary in trust hereunder need not be segregated from other funds except to the extent required by law. The Depositary shall be under no liability for any interest on any money received by it hereunder except as otherwise provided in Section 6.07.

(h) None of the provisions contained in this Indenture shall require the Depositary to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 9.02. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses) as Additional Payments in accordance with Section 5.3(B)(i) of the Lease.

Section 9.03. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state, be granted trust powers under such laws and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 9.03, it will resign immediately in the manner and with the effect specified in Section 9.04.

Section 9.04. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 9.05.

(b) The Depositary may resign at any time by notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within thirty (30) days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the disbursement of all monies on deposit in the Acquisition Account as provided in Section 6.05 and the disbursement of the Conveyance Documents to the Company as provided in Section 5.02 herein or (ii) the date on which the Company and Purchaser provide the Depositary written notice that no additional advances will be made as provided in Section 4.04 and the Depositary no longer holds funds for payment of Costs of the Project. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 9.04), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 9.05. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor, and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which all or substantially all of the corporate trust assets and business of such Person may be sold, will automatically become the successor Depositary.

Section 9.06. Indemnification. As an inducement to the Depositary to enter into this Indenture, the Company agrees to pay and to indemnify and hold harmless the Depositary, any person who "controls" the Depositary within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Depositary (collectively called the "Indemnified Parties") from and against any and all claims, fines, penalties, damages, demands, expenses (including reasonable out-of-pocket and incidental expenses and legal fees, including the allocated costs and expenses of in-house counsel and legal staff) liabilities and losses of every kind, character and nature ("Losses") asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, this Indenture and the Lease and the obligations imposed on the Depositary hereby and thereby; or the construction, acquisition, equipping, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Parties, with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; (iv) any loss or damage incurred by the Depositary as a result of violation by the Company of the provisions of Section 3.2 of the Lease, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition and equipping or sale of the Leased Property or any part thereof; and (v) the execution of and performance of its duties under this Indenture, to the extent not caused or occasioned by the negligence or willful misconduct of an Indemnified Party. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Parties from and against, all costs, reasonable attorney fees and expenses, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim, to the extent not caused or occasioned by the negligence or willful misconduct of such Indemnified Party. In addition to and not in limitation of the immediately preceding sentences, the Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnified Parties for following any instructions or other directions upon which the Depositary is authorized to rely pursuant to the terms of this Indenture or the Lease.

If any such suit, action or proceeding is brought against the Depositary or any other Indemnified Party, the Depositary or such Indemnified Party shall, within ten (10) days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Depositary or such Indemnified Party (provided that such approval by the Depositary or such Indemnified Party shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Depositary or such Indemnified Party to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Depositary or such Indemnified Party is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Depositary or such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of the Depositary or such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Depositary or such Indemnified Party; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party in assuming its own defense, provided such counsel is approved in writing by the Company.

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Depositary or any Indemnified Party, the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Depositary or any Indemnified Party shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Depositary or the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Indemnified Parties other than a judgment merely confirming a settlement entered into without the written consent of the Company.

The rights of the Depositary under such indemnification shall survive the payment in full of the Bonds, the discharge of this Indenture, or the resignation or removal of the Depositary or the termination of its duties under this Indenture.

ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary and consented to by the Company. The Issuer in its reasonable discretion may amend this Indenture as requested by the Company, its parent, or any subsidiary or affiliate of the Company or any financial institutional lender or other financing party providing all or any part of the Company Financing, from time to time, provided any such amendment is not inconsistent with the Bond Ordinance. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be materially and adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be materially and adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law, the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth in the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.01. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:	Doña Ana County, New Mexico Attn: County Manager 845 N Motel Blvd Las Cruces, NM 88007
If to the Purchaser:	[PURCHASER] [ADDRESS] [ADDRESS]
If to the Company:	Yucca Growth Infrastructure, LLC [ADDRESS] [ADDRESS]
If to the Depositary:	[DEPOSITARY] [ADDRESS] [ADDRESS]

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.02. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.03. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties (and, in the case of Section 5.7 of the Lease and Section 9.06 only, the Indemnitees) any right, remedy or claim, legal or equitable.

Section 11.04. Severability. If any section, paragraph, clause or provision of this Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Indenture.

Section 11.05. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, any member of the Board) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.06. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after such date.

Section 11.07. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11.08. Applicable Law. This Indenture will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 11.09. Survival. The provisions of Sections 9.01 and 9.02 of this Indenture shall survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 11.10. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees and expenses, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 11.11. Non-Merger. The provisions of this Indenture shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any bill of sale or other instrument or document delivered hereunder.

Section 11.12. No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the others any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

YUCCA GROWTH INFRASTRUCTURE, LLC

By: ________________________________

STATE OF _________________)
) ss.
COUNTY OF _______________)

This instrument was acknowledged before me on _____________, 2025, by ______________, [____________ of Yucca Growth Infrastructure, LLC a Delaware limited liability company].

____
Notary Public

My Commission expires:

____

(Signature Page Indenture Project Jupiter Series 2025A – Company)

[PURCHASER]

By: ________________________________

STATE OF ________________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me on _______________, 2025, by _____________, ________________ of [PURCHASER], a Delaware limited liability company.

____
Notary Public

My commission expires:

____

(Signature Page Indenture Project Jupiter Series 2025A – Purchaser)

4943393v2

[DEPOSITARY], as Depositary

By:____

Attest:

____

STATE OF _________________)
) ss.
COUNTY OF _______________)

The foregoing instrument was acknowledged before me on ________________, 2025, by ______________, ________________________ of [DEPOSITARY], a ___________________.

____
Notary Public

My commission expires:

____

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE INDENTURE, PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS APPLICABLE TO THE TRANSFER AT THE TIME OF THE TRANSFER.

No. RA-1 | Up to $[15,000,000,000]

United States of America
State of New Mexico

Doña Ana County, New Mexico
Taxable Industrial Revenue Bond
(Project Jupiter)
Series 2025A

MATURITY DATE	INTEREST RATE	ISSUE DATE
October 1, 2055	[5.0]% per annum	October [20], 2025

DOÑA ANA COUNTY, NEW MEXICO, a county and political subdivision existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the source described below, to [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees as permitted below, the "Purchaser"), on the Maturity Date specified above, [FIFTEEN BILLION] DOLLARS (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such source, to the Purchaser under the Indenture as shown on the records of YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), on the relevant payment date, interest on principal amounts advanced with respect to this Bond from the dates of such advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Such interest is payable annually on October 1, beginning October 1, 2025. All unpaid principal and interest on this Bond is due and payable on the Maturity Date. The final payment of the principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of this Bond. Payments of the principal of and interest on this Bond prior to the final payment hereof shall be made to the Purchaser on such payment date by wire transfer of immediately available funds by the Company to the Purchaser. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16 NMSA 1978, as amended, and pursuant to Ordinance No. 2025-[__] duly adopted by the Issuer. Proceeds of this Bond will be used to finance the acquisition, construction, equipping and installation of certain power generation, battery storage, a microgrid and related infrastructure, facilities and real property located within the boundaries of Doña Ana County, New Mexico (the "Project").

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of October 1, 2025 (the "Lease") between the Issuer and the Company, which Lease relates to the Project, and which Basic Rent (as defined in the Lease) payable thereunder has been pledged and assigned by the Issuer to the Purchaser under the Indenture dated as of October 1, 2025 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary").

Reference is made to the Indenture and the Lease for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, the transfer of this Bond, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and the amounts that are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption, as provided in the Indenture, at the option of the Company as a whole or in part (provided that upon the redemption of the Bond in part, not less than $25,000 in principal amount shall remain outstanding) on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

Upon any partial prior redemption of this Bond, the Purchaser shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Company prior to payment.

If a Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on the schedule attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 4.04 of the Indenture. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer, the Company or the Purchaser.

This Bond may be transferred in whole but not in part. NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A "TRANSFER") EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER AND THE COMPANY (A) AN OPINION, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

(Remaining Left Blank)

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chair of its Board of County Commissioners and its seal to be affixed hereto and attested by its County Clerk.

DOÑA ANA COUNTY, NEW MEXICO

(SEAL)

By:____

[Vice]Chair of the Board of County Commissioners

Attest:

____

County Clerk

PRINCIPAL ADVANCE PANEL

Date	Amount of Advance	Aggregate Principal Amount of Bond	Notation Made By

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Indenture.

Date of Prepayment	Principal Prepaid	Notation Made By

EXHIBIT B

REQUISITION AND CERTIFICATE

To: [DEPOSITARY], as Depositary

The undersigned, pursuant to the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico (the "Issuer"), [PURCHASER], (the "Purchaser"), Yucca Growth Infrastructure, LLC (the "Company") and [DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of $_____________ from the Acquisition Account (as defined in the Indenture) to pay the following costs and expenses related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
Total: $		

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Costs of the Project (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) to the best knowledge of the undersigned, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition; and

(4) upon payment of such Costs of the Project for the Leased Property (as defined in the Indenture) described above, the Company will take all actions necessary to transfer to the Issuer legal title to the relevant portion of the Leased Property prior to or simultaneously with each applicable advance under the Bonds.

DATED: _________________, 20___.

____
Authorized Company Representative

<u>EXHIBIT C</u>

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 6.05 of the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico, [PURCHASER] (the "Purchaser"), Yucca Growth Infrastructure, LLC (the "Company") and [DEPOSITARY], N.A., as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Costs of the Project shown below incurred by the Company but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining monies in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account. Capitalized terms used in this certificate shall have the meanings assigned thereto in the Indenture.

<u>Costs of the Project Not Yet Due and Payable</u>

Amount	For
$	
$	
$	
$	

DATED: ______________________________

____
Authorized Company Representative

EXHIBIT D

SPECIAL WARRANTY DEED

DOÑA ANA COUNTY, NEW MEXICO, a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico (the "County"), for consideration paid, grants and conveys to YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company (the "Company"), whose address is __________________________, _________________, ________________ _______, the real property described in Exhibit A hereto and all buildings and other real property improvements located thereon situated in the Doña Ana County, New Mexico, subject only to matters described in Exhibit B hereto and (i) those liens and encumbrances created by the Company or to the creation of the suffering of which the Company consented under that certain Lease Agreement dated October 1, 2025 (the "Lease") by and between the Company and the County recorded on _____________ ___, 20___ as Document Number _______________, records of the Doña Ana County Clerk, Doña Ana County, New Mexico; with special warranty covenants.

EXECUTED this ____ day of ________________, ______.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:____

[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____

County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on ______________, 2025, by ______________, __________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____

Notary Public

My Commission expires:

____

[Signature page to Escrow Special Warranty Deed.]

EXHIBIT A

Real Property
(Project Site)

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

Permitted Encumbrances

[]

[Notary Certificate page to Escrow Special Warranty Deed]

EXHIBIT E

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made this ____ day of _____________, _____ by Doña Ana County, New Mexico, a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico (the "County"), in favor of Yucca Growth Infrastructure, LLC, a Delaware limited liability company (the "Company").

For good and valuable consideration, the County gives, grants, bargains, sells, transfers, sets over, assigns, conveys, releases, confirms and delivers to the Company all right, title and interest of the County in and to the Improvements (as that term is defined in that certain Lease Agreement by and between the Company and the County, dated October 1, 2025 and recorded on _____________ ___, 20___ as Document Number _______________, records of the Doña Ana County Clerk, Doña Ana County, New Mexico (the "Lease")), including all Equipment (as that term is defined in the Lease) and all other personal property located upon the real property described on Exhibit A or located within any improvements thereon, in each case free and clear of any and all liens or encumbrances of any kind other than those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented under the Lease.

This Bill of Sale is binding upon and inures to the benefit of the successors and assigns of the County and the Company.

This Bill of Sale is governed by, is to be interpreted under, and construed and enforced in accordance with, the laws of the State of New Mexico.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:______________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

[Signature page to Escrow Bill of Sale]

Exhibit A

Real Property
(Project Site)

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

DOÑA ANA COUNTY, NEW MEXICO

RED CHILES [A/B/C/D], LLC

[PURCHASER]

AND

[DEPOSITARY], AS DEPOSITARY

INDENTURE

Dated as of October 1, 2025

Securing

$[6,250,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025B-[1/2/3/4]

This instrument constitutes a security agreement with respect to certain personal property under the laws of the State of New Mexico.

4941224v2

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Page

DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (together with its successors and assigns, the “Issuer”), RED CHILES [A/B/C/D], LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the “Purchaser”), and [DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the “Depositary”), agree:

ARTICLE I - RECITALS

Section 1.01. The Act. The Issuer is a county and political subdivision of the State of New Mexico (the “State”). Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the “Act”), the Issuer is authorized to acquire, construct and equip certain manufacturing, industrial or commercial projects and to issue its industrial revenue bonds to finance such projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State and promoting a sound and proper balance in the State between agriculture, commerce and industry. Such bonds are payable solely out of revenue derived from the acquisition, ownership, leasing or sale of such projects. Such bonds may be further secured by an assignment of all or any of the Issuer’s interest in the lease agreements respecting the project to be acquired, constructed, installed and equipped. Under the Act, a project may include land, buildings, machinery, equipment and other related personal property deemed necessary in connection with such project.

Section 1.02. Government Proceedings. The Company has presented to the Board of County Commissioners of the Issuer (the “Board”) a proposal whereby the Issuer will construct, acquire, equip and install certain data center facilities and related infrastructure, facilities, and real property located within the Issuer’s boundaries (the “Project”), and whereby the Issuer will, pursuant to a Lease Agreement dated as of October 1, 2025 (together with any and all amendments and supplements, the “Lease”) among the Issuer, the Company and Green Chile Ventures LLC, a Delaware limited liability company, lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 2025-[__], adopted on September 19, 2025 (the “Bond Ordinance”), authorized, among other matters, (i) the issuance of its Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] (the “Bonds”) in the aggregate principal amount not to exceed $[6,250,000,000], and substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 1.03. The Lease Agreement. The Issuer has entered into the Lease with the Company, under which the Issuer has leased the Leased Property to the Company and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds when due. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Lease.

Section 1.04. The Indenture; Collateral Pledge. The Bonds are to be issued under this Indenture which constitutes a security agreement and a collateral pledge of the Lease to the Purchaser subject to certain exceptions.

Section 1.05. Conditions Precedent Performed. Based on the opinions of Bond Counsel for the Issuer and counsel for the Company and the Purchaser (as identified in the Bond Purchase Agreement defined below), all acts, conditions and things required on the part of the Issuer by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture and the Lease and the issuance of the Bonds have happened, exist and have been performed as so required in order to make this Indenture, the Lease and the Bonds valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Meanings of Words and Terms. All words and terms defined in the Lease have the same meanings when used in this Indenture and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below:

"Account" has the meaning assigned in Section 5.02(a) herein.

"Acquisition Account" has the meaning assigned in Section 6.01.

"Act" has the meaning assigned in Section 1.01.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Bill of Sale" has the meaning assigned in Section 5.02(a).

"Board" has the meaning assigned in Section 1.02.

"Bonds" has the meaning assigned in Section 1.02.

"Bond Documents" means, collectively, this Indenture, the Lease and the Bond Purchase Agreement.

"Bond Ordinance" has the meaning assigned in Section 1.02.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 2025 among the Purchaser, the Issuer and the Company.

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Conveyance Documents" has the meaning assigned in Section 5.02(a).

"Costs of the Project" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the construction, acquisition and installation of the Improvements and to pay the Issuance Costs.

"Default" has the meaning assigned in Section 8.01.

"Depositary" has the meaning assigned in the first paragraph of this Indenture.

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each October 1, beginning October 1, 2025.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Lease" has the meaning assigned in Section 1.02.

"Parties" means the Issuer, the Company, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment of the Bonds" means payment in full of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer and the Depositary payable by the Company under this Indenture, the Lease or the Bond Purchase Agreement.

"Person" means any natural person, corporation, partnership, joint venture, association, limited liability company, trust, or public body.

"Purchaser" has the meaning assigned in the first paragraph of this Indenture.

"Purchase" has the meaning assigned in Section 5.02(c).

"Purchase Notice" has the meaning assigned in Section 5.02(c).

"Requisition and Certificate" has the meaning assigned in Section 6.02.

"Revenues" means the Basic Rent, all amounts in the Acquisition Account pending their application for Costs of the Project, and any investment income from investment of amounts in the Acquisition Account.

"Special Warranty Deed" has the meaning assigned in Section 5.02(a).

"State" has the meaning assigned in Section 1.01.

Section 2.02. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Lease and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

Section 2.03. Bonds Not General Obligation of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable solely out of the Basic Rent and, pending their use for the Costs of the Project, the monies and investments in the Acquisition Account. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III - GRANT

Section 3.01. Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of, interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer pledges and assigns to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Lease, including its rights to the Basic Rent but excluding the Reserved Rights (as defined in Section 7.5 of the Lease); and (ii) pending their use for the Costs of the Project, the monies and investments in the Acquisition Account.

Section 3.02. Release. If the principal of and interest on the Bonds is paid in full to the Purchaser, all obligations of the Issuer under this Indenture will terminate, and the Purchaser will discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

Section 3.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any related legislation which relate to the maturity of the Bonds, interest payments and dates thereof, exchange, transfer and registration of the Bonds, replacement of the mutilated, destroyed, lost or stolen Bonds, nonpresentment of the Bonds, the holding of monies in trust, and repayments to the Company from the various funds established pursuant to this Indenture and the duties of the Depositary in connection with all of the foregoing will remain in effect and be binding upon the Depositary and the Purchaser notwithstanding the release and discharge of this Indenture. The provisions of this Section 3.03 will survive the release, discharge and subordination of this Indenture.

Section 3.04. Subordination. The Purchaser agrees to subordinate its rights as pledgee, assignee and secured party as provided in Section 3.01 to any financial institution, lender or other financing party providing all or any part of the Company Financing, from time to time, and to enter into agreements which the Company, its parent, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS

Section 4.01. Authorization; Authorized Amount of Bonds. The Bonds are hereby authorized to be issued under this Indenture for the purpose of financing the Costs of the Project and secured by this Indenture. The Bonds will be initially issued as a single fully registered bond without coupons, in the principal amount not to exceed $[6,250,000,000], numbered RB-[1/2/3/4]. No bonds may be issued under this Indenture except in accordance with this Article. The total principal amount of the Bonds issued under this Indenture is expressly limited to $[6,250,000,000]. No additional bonds may be issued. The Bonds may be transferred only in accordance with the terms of this Indenture and the Bonds.

Section 4.02. Form of Bonds; Maturity. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and the Lease and will bear interest on advances made pursuant to Section 4.04 from the respective dates of such advances on the aggregate unpaid principal amount of such advances at the rate of [5.0]% per annum. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Accrued interest will be paid by the Company to the Purchaser on each Interest Payment Date. The Bonds will mature on October 1, 2055, and all unpaid principal of and interest on the Bonds is due and payable on such maturity date. The final payment of the principal of and interest on the Bonds shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of the Bonds. Payments of the principal of and interest on the Bonds prior to the final payment thereof shall be made to the person who is the registered owner thereof on such payment date by wire transfer of immediately available funds by the Company to such Purchaser at its address as it appears on the registration records kept by the Company. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this

Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 4.03. Execution and Delivery. The Bonds will be signed by the Chair of the Board of the Issuer or the Vice Chair in the absence of the Chair, attested to by the Clerk of the Issuer or a deputy Clerk, acting in her absence, and delivered to the Purchaser on the date of the execution and delivery of this Indenture.

Section 4.04. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of this Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through the advances described in this Section 4.04. Prior to delivery by the Issuer to the Purchaser of the Bonds (issued as a single fully registered bond), the following will be filed with the Purchaser (i) a certified copy of the Bond Ordinance authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Lease and (ii) original executed counterparts of the Bond Documents.

The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 6.02 of this Indenture. Promptly upon receipt of notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, pay the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account; provided that the aggregate amount of such advances will not exceed $[6,250,000,000]. The records of the Depositary will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds.

Section 4.05. Application of Payments. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first to the principal amount to be redeemed and then to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first to accrued interest on and then to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, the Purchaser will pay such excess to the Company.

Section 4.06. Registration of the Bonds. The Company on behalf of the Issuer will maintain a registration book showing the name and address of the holder of the Bonds. Upon the Company's receipt of notice of the transfer of the Bonds in accordance with their terms, together with other required documentation, the Company will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee shall maintain such registration book.

The Bonds may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book of the Issuer but only upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion from legal counsel experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, to the effect the transfer complies with the Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to such legal counsel, necessary to establish such compliance. The Issuer agrees that it will cooperate in delivering a new bond certificate or certificates, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer. The Issuer may deem and treat the person in whose name the Bonds are registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

Section 4.07. Ownership. The ownership of the Bonds shall be proved by the registration book maintained pursuant to Section 4.06 of this Indenture. Any request, demand, authorization, direction, notice, consent, waiver or other act of the holder of any of the Bonds shall bind every future holder of such Bonds and the holder of Bonds issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Depositary or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds.

ARTICLE V - REDEMPTION

Section 5.01. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article VIII of the Lease that the Company has elected to cause redemption of the Bonds in whole or in part (provided that upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding) and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company, the Leased Property shall be sold by the Issuer to the Company in compliance with Section 9.1 of the Lease, and the Conveyance Documents shall be delivered to the Company by the Depositary in compliance with Section 5.02 herein.

Section 5.02. Escrow Account.

(a) Establishment of Account. As of the Closing Date (as defined in the Bond Purchase Agreement), the Issuer and the Company have caused to be deposited with the Depositary in an account established pursuant to this Indenture (the "Account") a signed and notarized special warranty deed from the Issuer granting and conveying to the Company the Project Site, in the form of Exhibit D hereto (the "Special Warranty Deed") and a signed bill of sale from the Issuer giving, granting, bargaining, selling, transferring, setting over, assigning, conveying, releasing, confirming and delivering to the Company the Improvements, including, but not limited to, all personal property comprising those Improvements, in the form of Exhibit E hereto (the "Bill of Sale" and together with the Special Warranty Deed, the "Conveyance Documents").

(b) Treatment of Account**.** The Conveyance Documents constituting the Account shall be maintained by the Depositary pursuant to the terms of this Indenture. Such account shall be styled *"Doña Ana County – Red Chiles [A/B/C/D], LLC Subseries 2025B-[1/2/3/4] Document Escrow Account*".

(c) Escrow Procedure and Distribution Instructions**.** The Account shall be held and disbursed in accordance with the terms of this Section 5.02 as set out below, without further approval by the Issuer or its governing body:

1. The Company will give notice (the "Purchase Notice") to the Depositary and the Issuer specifying the date of the closing of the purchase of the Leased Property pursuant to Section 9.1 of the Lease ("Purchase"), which Purchase Notice shall be delivered at any time on or before the date of Purchase. The Purchase Notice shall include written instructions to the Depositary.

2. A Purchase shall always be permitted whether or not a default under any of the Bond Documents (including a Default (as defined in this Indenture) or an Event of Default (as defined in the Lease)) has occurred and is continuing.

3. The Depositary shall disburse the Conveyance Documents in accordance with the terms of the Purchase Notice, inclusive of the written instructions contained therein, immediately upon receipt of the Purchase Notice.

4. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action as the Company requires in order to carry out the transactions contemplated by this Section 5.02.

The parties each acknowledge that Depositary is authorized to use the above transfer instructions to disburse the Conveyance Documents without a verifying call-back or other confirmation of the Issuer. If distribution is in accordance with this Section, no call-back is required. The Issuer will not object or interfere with the disbursement by the Depositary of the Conveyance Documents to the Company in accordance with this Section 5.02. In addition to any other rights provided to the Company by the Bond Documents or under law, the Company shall (i) have the right to specific performance and all other equitable remedies from the Depositary and will be entitled to consequential damages from the Depositary in the event the Depositary fails to disburse the Conveyance Documents in accordance with the terms of the Purchase Notice and (ii) have the right to specific performance and all other equitable remedies from the Issuer if the Issuer does not comply with terms herein relating to the disbursement of the Conveyance Documents.

In the event of a dispute between the Issuer and the Company with respect to the Account, the Depositary may, in its sole and absolute discretion, interplead the Account with any court of competent jurisdiction and name the Company and the Issuer in such interpleader action. Upon filing the interpleader action, the Depositary shall be relieved of all liability as to the Account and shall be entitled to recover from the Company or the Issuer its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

(d) Distribution Requested by Issuer. Notwithstanding anything herein to the contrary, pursuant to Section 7.4 of the Lease, the Issuer may request that the Depositary disburse the Conveyance Documents to the Company at any time during the term of the Lease to enforce the Reserved Rights with the Company's consent or upon the Issuer: (i) providing the Depositary with a copy of the notice that the Issuer has provided to the Company under Section 7.4 of the Lease and evidence that such notice has been provided to the Company at least 60 days prior to the Issuer's request to disburse the Conveyance Documents to the Company; and (ii) certifying to the Depositary that the Issuer has complied with the requirements of Section 7.4 of the Lease. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action required to effectuate the transfer of the Leased Property to the Company pursuant to this Section and Section 7.4 of the Lease. The Company may not oppose such disbursement of the Conveyance Documents, and the Leased Property shall be deemed accepted by the Company upon disbursement of the Conveyance Documents to the Company. Any amounts owed to the Issuer by the Company will remain outstanding after the transfer of the Leased Property, and the Issuer may take any additional action at law or in equity it deems necessary to enforce the Reserved Rights. The Company and the Purchaser shall be responsible for all the expenses and fees incurred by the Depositary and the Issuer as a result of the exercise of the actions described in this Section.

(e) Following the disbursement of the Conveyance Documents in accordance with the provisions of this Section, the Purchaser shall file a release of lien discharging all of the Leased Property from the lien and operation of this Indenture. This Indenture shall terminate following the disbursement of the Conveyance Documents in accordance with the provisions of this Section.

(f) The provisions of this Section 5.02 are subject to the provisions regarding the removal of the Depositary set forth in Section 9.04(c) herein.

(g) The Issuer will provide notice to the Company and the Purchaser upon any downgrade of the Issuer's credit rating as established by Moody's or Standard & Poor's rating service.

(h) The Issuer will provide notice to the Company and the Purchaser if it becomes aware of any legislation that would allow the Issuer to declare bankruptcy under Title 11 of the United States Code, whether proposed during a State legislative session or adopted by the State Legislature.

ARTICLE VI - THE ACQUISITION ACCOUNT

Section 6.01. Creation; Deposits. A special account is hereby created with the Depositary and designated "Doña Ana County, New Mexico, Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] Acquisition Account" (the "Acquisition Account"). Any monies received by the Issuer or the Depositary on account of any advances under Section 4.04 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depositary and will, subject to the provisions of Sections 6.05 and 6.06, be applied to the payment of Costs of the Project and, pending such application, will be subject to a lien in favor of the Purchaser.

Section 6.02. Disbursements. The Depositary will make payments of Costs of the Project from the Acquisition Account, but only upon (i) receipt of sufficient monies from the Purchaser for deposit in the Acquisition Account; and (ii) receipt of a Requisition and Certificate in substantially the form of Exhibit B ("Requisition and Certificate"), signed by an Authorized Company Representative, stating to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Costs of the Project and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such Persons to receive payment of the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (1) the obligations stated have been properly incurred, (2) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (3) to the best knowledge of such Authorized Company Representative, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the Requisition and Certificate.

Section 6.03. Depositary May Rely on Requisitions. Each Requisition and Certificate received by the Depositary as conditions of payment from the Acquisition Account may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times to examination by the Issuer and other Parties and their respective agents and representatives. The Depositary shall have no duty or obligation to verify the content of any requisition or certificate.

Section 6.04. Status Reports. Within sixty (60) days after each January 31 (commencing January 31, 2025) occurring prior to the Completion Date and within sixty (60) days after the date of disbursement of all remaining monies in the Acquisition Account, if such disbursement occurs after the Completion Date, the Depositary will prepare and send to the Company and the Issuer a report describing any and all moneys and investments on deposit in the Acquisition Account as of such January 31, and all deposits into and disbursements from the Acquisition Account, if any, during the twelve-month period ending on such January 31 or the date of such final disbursement, as applicable.

Section 6.05. Completion Date. Upon receipt of a certificate from the Company, in the form of Exhibit C signed by an Authorized Company Representative, establishing the Completion Date, the Depositary will, to the extent monies are available therefor, set aside the monies necessary for the payment of the Costs of the Project incurred by the Company but not then due or payable as set forth in such certificate and then will transfer any monies remaining in the Acquisition Account to the Company for use in connection with the Project or for payment of debt service on the Bonds (but the Depositary and the Issuer shall have no duty to inquire into or otherwise monitor, and shall not have any liability associated with, the Company's use of such monies). After all Costs of the Project have been paid, the Depositary's duties hereunder shall cease as set forth in Section 9.04(d).

Section 6.06. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 8.02, the Depositary, to the extent permitted by law, will promptly pay all monies then held for the credit of the Acquisition Account to the Purchaser for application to the unpaid principal of and accrued interest on the Bonds.

Section 6.07. Investments. Monies on deposit in the Acquisition Account will, at the written direction of an Authorized Company Representative, be invested and reinvested by the Depositary in short-term interest-bearing securities or funds, which are at the time authorized under the Act. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any loss resulting from any such investment will be charged to the Acquisition Account. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Account. Neither the Depositary nor the Issuer will be liable or responsible for any loss resulting from any such investment or liquidation of any investment when required under the terms of this Indenture. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS

Section 7.01. Payment of the Bonds; Bonds are Limited Obligations. Pursuant to the Lease, the Company is required to pay the principal of, interest on and redemption price of the Bonds at the times and in the amounts provided in Section 4.02 of this Indenture and in the Bonds, directly to the Purchaser. Except as otherwise provided in this Indenture, such principal, interest and redemption price are payable solely from the Basic Rent, which the Company will pay as provided in the Lease. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

Section 7.02. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and agreements of the Issuer contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture, and to pledge the Revenues (but excluding Additional Payments and any amount for indemnification of the Issuer) described in this Indenture, and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement and the Lease.

Section 7.03. Obligations Under the Lease. The Issuer: (i) will perform all of its obligations under the Lease; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease except by a supplement or an amendment duly executed by the Issuer and the Company with the written approval of the Purchaser; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser.

Notwithstanding the above paragraph, it is the intention of the Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in this Indenture for the Company's obligations under the Lease. As described in Section 3.01 and in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease, including the right to receive payments thereunder, but excluding the Reserved Rights.

ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. Defaults. Each of the following events is a "Default":

(a) Failure to pay any installment of principal of, interest on or redemption price of the Bonds when due and such failure continues for a period of five (5) Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company.

(b) An Event of Default under the Lease occurs and is continuing.

(c) The Issuer fails to perform any other of its obligations under the Bonds or this Indenture for a period of thirty (30) days after receipt of notice of such failure from any of the other Parties.

Section 8.02. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties declare the then unpaid principal of and all accrued interest on the Bonds to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and cancel its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for.

Section 8.03. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

Except as otherwise provided in the Lease, all rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally required, will cooperate with the Purchaser in the lawful enforcement of such rights and remedies under the Bond Documents upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article IX.

ARTICLE IX - THE DEPOSITARY

Section 9.01. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary. Unless previously terminated by the Company, the Depositary's duties hereunder shall continue, subject to the provisions of Section 9.04, until the occurrence of the Completion Date and the disbursement of the Conveyance Documents and the disbursement of all moneys remaining on deposit in the Acquisition Account as provided in Section 6.05 and the Account as provided in Section 5.02(a).

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming on their faces to the requirements of this Indenture or the Lease, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Lease, the Depositary will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease, as the case may be.

(c) No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) Except with respect to the disbursement of the Conveyance Documents in compliance with Section 5.02 herein, the Depositary shall be under no obligation to take any action or exercise any right or power under this Indenture unless the Purchaser shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the reasonable fees, costs (including without limitation reasonable fees and expenses of attorneys), expenses and liabilities that might be incurred by the Depositary in connection therewith.

(f) The recitals contained herein and in the Bonds shall be taken as the statements of the Company, and the Depositary assumes no responsibility for their correctness.

The Depositary makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Depositary shall not be accountable for the use or application by the Issuer or the Company of the Bonds or the proceeds thereof.

(g) Money held by the Depositary in trust hereunder need not be segregated from other funds except to the extent required by law. The Depositary shall be under no liability for any interest on any money received by it hereunder except as otherwise provided in Section 6.07.

(h) None of the provisions contained in this Indenture shall require the Depositary to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 9.02. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses) as Additional Payments in accordance with Section 5.3(B)(i) of the Lease.

Section 9.03. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state, be granted trust powers under such laws and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 9.03, it will resign immediately in the manner and with the effect specified in Section 9.04.

Section 9.04. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 9.05.

(b) The Depositary may resign at any time by notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within thirty (30) days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the disbursement of all monies on deposit in the Acquisition Account as provided in Section 6.05 and the disbursement of the Conveyance Documents to the Company as provided in Section 5.02 herein or (ii) the date on which the Company and Purchaser provide the Depositary written notice that no additional advances will be made as provided in Section 4.04 and the Depositary no longer holds funds for payment of Costs of the Project. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 9.04), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 9.05. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor, and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which all or substantially all of the corporate trust assets and business of such Person may be sold, will automatically become the successor Depositary.

Section 9.06. Indemnification. As an inducement to the Depositary to enter into this Indenture, the Company agrees to pay and to indemnify and hold harmless the Depositary, any person who "controls" the Depositary within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Depositary (collectively called the "Indemnified Parties") from and against any and all claims, fines, penalties, damages, demands, expenses (including reasonable out-of-pocket and incidental expenses and legal fees, including the allocated costs and expenses of in-house counsel and legal staff) liabilities and losses of every kind, character and nature ("Losses") asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, this Indenture and the Lease and the obligations imposed on the Depositary hereby and thereby; or the construction, acquisition, equipping, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Parties, with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; (iv) any loss or damage incurred by the Depositary as a result of violation by the Company of the provisions of Section 3.2 of the Lease, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition and equipping or sale of the Leased Property or any part thereof; and (v) the execution of and performance of its duties under this Indenture, to the extent not caused or occasioned by the negligence or willful misconduct of an Indemnified Party. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Parties from and against, all costs, reasonable attorney fees and expenses, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim, to the extent not caused or occasioned by the negligence or willful misconduct of such Indemnified Party. In addition to and not in limitation of the immediately preceding sentences, the Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnified Parties for following any instructions or other directions upon which the Depositary is authorized to rely pursuant to the terms of this Indenture or the Lease.

If any such suit, action or proceeding is brought against the Depositary or any other Indemnified Party, the Depositary or such Indemnified Party shall, within ten (10) days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Depositary or such Indemnified Party (provided that such approval by the Depositary or such Indemnified Party shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Depositary or such Indemnified Party to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Depositary or such Indemnified Party is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Depositary or such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of the Depositary or such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Depositary or such Indemnified Party; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party in assuming its own defense, provided such counsel is approved in writing by the Company.

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Depositary or any Indemnified Party, the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Depositary or any Indemnified Party shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Depositary or the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Indemnified Parties other than a judgment merely confirming a settlement entered into without the written consent of the Company.

The rights of the Depositary under such indemnification shall survive the payment in full of the Bonds, the discharge of this Indenture, or the resignation or removal of the Depositary or the termination of its duties under this Indenture.

ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary and consented to by the Company. The Issuer in its reasonable discretion may amend this Indenture as requested by the Company, its parent, or any subsidiary or affiliate of the Company or any financial institutional lender or other financing party providing all or any part of the Company Financing, from time to time, provided any such amendment is not inconsistent with the Bond Ordinance. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be materially and adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be materially and adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law, the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth in the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.01. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:	Doña Ana County, New Mexico Attn: County Manager 845 N Motel Blvd Las Cruces, NM 88007
If to the Purchaser:	[PURCHASER] [ADDRESS] [ADDRESS]
If to the Company:	Red Chiles [A/B/C/D], LLC [ADDRESS] [ADDRESS]
If to the Depositary:	[DEPOSITARY] [ADDRESS] [ADDRESS]

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.02. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.03. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties (and, in the case of Section 5.7 of the Lease and Section 9.06 only, the Indemnitees) any right, remedy or claim, legal or equitable.

Section 11.04. Severability. If any section, paragraph, clause or provision of this Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Indenture.

Section 11.05. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, any member of the Board) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.06. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after such date.

Section 11.07. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11.08. Applicable Law. This Indenture will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 11.09. Survival. The provisions of Sections 9.01 and 9.02 of this Indenture shall survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 11.10. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees and expenses, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 11.11. Non-Merger. The provisions of this Indenture shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any bill of sale or other instrument or document delivered hereunder.

Section 11.12. No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the others any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025B-[1/2/3/4] – Issuer)

4941224v2

RED CHILES [A/B/C/D], LLC

By: ________________________________

STATE OF _________________)
) ss.
COUNTY OF _______________)

This instrument was acknowledged before me on _____________, 2025, by ______________, [____________ of Red Chiles [A/B/C/D], LLC a Delaware limited liability company].

____
Notary Public

My Commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025B-[1/2/3/4] – Company)

[PURCHASER]

By: ________________________________

STATE OF ________________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me on _______________, 2025, by _____________, ________________ of [PURCHASER], a Delaware limited liability company.

____
Notary Public

My commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025B-[1/2/3/4] – Purchaser)

4941224v2

[DEPOSITARY], as Depositary

By:______________________________________

Attest:

____

STATE OF ________________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me on _______________, 2025, by _____________, _______________________ of [DEPOSITARY], a _________________.

____
Notary Public

My commission expires:

____

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE INDENTURE, PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS APPLICABLE TO THE TRANSFER AT THE TIME OF THE TRANSFER.

No. RB-[1/2/3/4] Up to $[6,250,000,000]

United States of America
State of New Mexico

Doña Ana County, New Mexico
Taxable Industrial Revenue Bond
(Project Jupiter)
Subseries 2025B-[1/2/3/4]

MATURITY DATE	INTEREST RATE	ISSUE DATE
October 1, 2055	[5.0]% per annum	October [20], 2025

DOÑA ANA COUNTY, NEW MEXICO, a county and political subdivision existing under the Constitution and laws of the State of New Mexico (the “Issuer”), for value received, promises to pay, solely from the source described below, to [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees as permitted below, the “Purchaser”), on the Maturity Date specified above, [SIX BILLION, TWO HUNDRED FIFTY MILLION] DOLLARS (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such source, to the Purchaser under the Indenture as shown on the records of RED CHILES [A/B/C/D], LLC, a Delaware limited liability company (together with its successors and assigns, the “Company”), on the relevant payment date, interest on principal amounts advanced with respect to this Bond from the dates of such advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Such interest is payable annually on October 1, beginning October 1, 2025. All unpaid principal and interest on this Bond is due and payable on the Maturity Date. The final payment of the principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of this Bond. Payments of the principal of and interest on this Bond prior to the final payment hereof shall be made to the Purchaser on such payment date by wire transfer of immediately available funds by the Company to the Purchaser. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16 NMSA 1978, as amended, and pursuant to Ordinance No. 2025-[__] duly adopted by the Issuer. Proceeds of this Bond will be used to finance the acquisition, construction, equipping and installation of certain data center facilities and related infrastructure, facilities, and real property located within the boundaries of Doña Ana County, New Mexico (the "Project").

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of October 1, 2025 (the "Lease") among the Issuer, the Company and Green Chile Ventures LLC, which Lease relates to the Project, and which Basic Rent (as defined in the Lease) payable thereunder has been pledged and assigned by the Issuer to the Purchaser under the Indenture dated as of October 1, 2025 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary").

Reference is made to the Indenture and the Lease for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, the transfer of this Bond, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and the amounts that are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption, as provided in the Indenture, at the option of the Company as a whole or in part (provided that upon the redemption of the Bond in part, not less than $25,000 in principal amount shall remain outstanding) on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

Upon any partial prior redemption of this Bond, the Purchaser shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Company prior to payment.

If a Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on the schedule attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 4.04 of the Indenture. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer, the Company or the Purchaser.

This Bond may be transferred in whole but not in part. NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A “TRANSFER”) EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND APPLICABLE STATE SECURITIES LAWS, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER AND THE COMPANY (A) AN OPINION, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

(Remaining Left Blank)

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chair of its Board of County Commissioners and its seal to be affixed hereto and attested by its County Clerk.

DOÑA ANA COUNTY, NEW MEXICO

(SEAL)

By:______________________________________

[Vice]Chair of the Board of County Commissioners

Attest:

____

County Clerk

PRINCIPAL ADVANCE PANEL

Date	Amount of Advance	Aggregate Principal Amount of Bond	Notation Made By

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Indenture.

Date of Prepayment	Principal Prepaid	Notation Made By

EXHIBIT B

REQUISITION AND CERTIFICATE

To: [DEPOSITARY], as Depositary

The undersigned, pursuant to the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico (the "Issuer"), [PURCHASER], (the "Purchaser"), Red Chiles [A/B/C/D], LLC (the "Company") and [DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of $_____________ from the Acquisition Account (as defined in the Indenture) to pay the following costs and expenses related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
Total: $		

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Costs of the Project (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) to the best knowledge of the undersigned, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition; and

(4) upon payment of such Costs of the Project for the Leased Property (as defined in the Indenture) described above, the Company will take all actions necessary to transfer to the Issuer legal title to the relevant portion of the Leased Property prior to or simultaneously with each applicable advance under the Bonds.

DATED: _________________, 20___.

____
Authorized Company Representative

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 6.05 of the Indenture dated as of October 1, 2025 (the “Indenture”), among Doña Ana County, New Mexico, [PURCHASER] (the “Purchaser”), Red Chiles [A/B/C/D], LLC (the “Company”) and [DEPOSITARY], N.A., as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Costs of the Project shown below incurred by the Company but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining monies in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account. Capitalized terms used in this certificate shall have the meanings assigned thereto in the Indenture.

Costs of the Project Not Yet Due and Payable

Amount	For
$	
$	
$	
$	

DATED: ____________________________

____
Authorized Company Representative

4941224v2

EXHIBIT D

SPECIAL WARRANTY DEED

DOÑA ANA COUNTY, NEW MEXICO, a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico (the "County"), for consideration paid, grants and conveys to RED CHILES [A/B/C/D], LLC, a Delaware limited liability company (the "Company"), whose address is __________________________, __________________, _________________ _______, the real property described in Exhibit A hereto and all buildings and other real property improvements located thereon situated in the Doña Ana County, New Mexico, subject only to matters described in Exhibit B hereto and (i) those liens and encumbrances created by the Company or to the creation of the suffering of which the Company consented under that certain Lease Agreement dated October 1, 2025 (the "Lease") by and among the Company, the County and Green Chile Ventures LLC recorded on _____________ ___, 20___ as Document Number _______________, records of the Doña Ana County Clerk, Doña Ana County, New Mexico; with special warranty covenants.

EXECUTED this ____ day of ________________, ______.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

[Signature page to Escrow Special Warranty Deed.]

EXHIBIT A

Real Property
(Project Site)

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

EXHIBIT B

Permitted Encumbrances

[]

[Notary Certificate page to Escrow Special Warranty Deed]

EXHIBIT E

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made this ____ day of _____________, _____ by Doña Ana County, New Mexico, a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico (the "County"), in favor of Red Chiles [A/B/C/D], LLC, a Delaware limited liability company (the "Company").

For good and valuable consideration, the County gives, grants, bargains, sells, transfers, sets over, assigns, conveys, releases, confirms and delivers to the Company all right, title and interest of the County in and to the Improvements (as that term is defined in that certain Lease Agreement by and among the Company, the County and Green Chile Ventures LLC, a Delaware limited liability company, dated October 1, 2025 and recorded on _____________ ___, 20___ as Document Number _______________, records of the Doña Ana County Clerk, Doña Ana County, New Mexico (the "Lease")), including all Equipment (as that term is defined in the Lease) and all other personal property located upon the real property described on Exhibit A or located within any improvements thereon, in each case free and clear of any and all liens or encumbrances of any kind other than those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented under the Lease.

This Bill of Sale is binding upon and inures to the benefit of the successors and assigns of the County and the Company.

This Bill of Sale is governed by, is to be interpreted under, and construed and enforced in accordance with, the laws of the State of New Mexico.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

[Signature page to Escrow Bill of Sale]

Exhibit A

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(Project Site)

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[Partial interest parcels relate to easements]

DOÑA ANA COUNTY, NEW MEXICO

GREEN CHILE VENTURES LLC

[PURCHASER]

AND

[DEPOSITARY], AS DEPOSITARY

INDENTURE

Dated as of October 1, 2025

Securing

$[124,999,925,000/25,000/25,000/25,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025C-[1/2/3/4]

This instrument constitutes a security agreement with respect to certain personal property under the laws of the State of New Mexico.

4943394v2

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DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (together with its successors and assigns, the "Issuer"), GREEN CHILE VENTURES LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), and [DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the "Depositary"), agree:

ARTICLE I - RECITALS

Section 1.01. The Act. The Issuer is a county and political subdivision of the State of New Mexico (the "State"). Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the "Act"), the Issuer is authorized to acquire, construct and equip certain manufacturing, industrial or commercial projects and to issue its industrial revenue bonds to finance such projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State and promoting a sound and proper balance in the State between agriculture, commerce and industry. Such bonds are payable solely out of revenue derived from the acquisition, ownership, leasing or sale of such projects. Such bonds may be further secured by an assignment of all or any of the Issuer's interest in the lease agreements respecting the project to be acquired, constructed, installed and equipped. Under the Act, a project may include land, buildings, machinery, equipment and other related personal property deemed necessary in connection with such project.

Section 1.02. Government Proceedings. The Company has presented to the Board of County Commissioners of the Issuer (the "Board") a proposal whereby the Issuer will acquire, equip and install certain data center facilities and related infrastructure and facilities located within the Issuer's boundaries (the "Project"), and whereby the Issuer will, pursuant to a Lease Agreement dated as of October 1, 2025 (together with any and all amendments and supplements, the "Lease") between the Issuer and the Company, lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 2025-[__], adopted on September 19, 2025 (the "Bond Ordinance"), authorized, among other matters, (i) the issuance of its Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] (the "Bonds") in the aggregate principal amount not to exceed $[124,999,925,000/25,000/25,000/25,000], and substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 1.03. The Lease Agreement. The Issuer has entered into the Lease with the Company, under which the Issuer has leased the Leased Property to the Company and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds when due. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Lease.

Section 1.04. The Indenture; Collateral Pledge. The Bonds are to be issued under this Indenture which constitutes a security agreement and a collateral pledge of the Lease to the Purchaser subject to certain exceptions.

Section 1.05. Conditions Precedent Performed. Based on the opinions of Bond Counsel for the Issuer and counsel for the Company and the Purchaser (as identified in the Bond Purchase Agreement defined below), all acts, conditions and things required on the part of the Issuer by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture and the Lease and the issuance of the Bonds have happened, exist and have been performed as so required in order to make this Indenture, the Lease and the Bonds valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Meanings of Words and Terms. All words and terms defined in the Lease have the same meanings when used in this Indenture and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below:

"Account" has the meaning assigned in Section 5.02(a) herein.

"Acquisition Account" has the meaning assigned in Section 6.01.

"Act" has the meaning assigned in Section 1.01.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Bill of Sale" has the meaning assigned in Section 5.02(a).

"Board" has the meaning assigned in Section 1.02.

"Bonds" has the meaning assigned in Section 1.02.

"Bond Documents" means, collectively, this Indenture, the Lease and the Bond Purchase Agreement.

"Bond Ordinance" has the meaning assigned in Section 1.02.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 2025 among the Purchaser, the Issuer and the Company.

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Costs of the Project" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the acquisition, equipping and installation of the Improvements and to pay the Issuance Costs.

"Default" has the meaning assigned in Section 8.01.

"Depositary" has the meaning assigned in the first paragraph of this Indenture.

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each October 1, beginning October 1, 2025.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Lease" has the meaning assigned in Section 1.02.

"Parties" means the Issuer, the Company, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment of the Bonds" means payment in full of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer and the Depositary payable by the Company under this Indenture, the Lease or the Bond Purchase Agreement.

"Person" means any natural person, corporation, partnership, joint venture, association, limited liability company, trust, or public body.

"Purchaser" has the meaning assigned in the first paragraph of this Indenture.

"Purchase" has the meaning assigned in Section 5.02(c).

"Purchase Notice" has the meaning assigned in Section 5.02(c).

"Requisition and Certificate" has the meaning assigned in Section 6.02.

"Revenues" means the Basic Rent, all amounts in the Acquisition Account pending their application for Costs of the Project, and any investment income from investment of amounts in the Acquisition Account.

"State" has the meaning assigned in Section 1.01.

Section 2.02. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Lease and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

Section 2.03. Bonds Not General Obligation of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable solely out of the Basic Rent and, pending their use for the Costs of the Project, the monies and investments in the Acquisition Account. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE III - GRANT

Section 3.01. Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of, interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer pledges and assigns to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Lease, including its rights to the Basic Rent but excluding the Reserved Rights (as defined in Section 7.5 of the Lease); and (ii) pending their use for the Costs of the Project, the monies and investments in the Acquisition Account.

Section 3.02. Release. If the principal of and interest on the Bonds is paid in full to the Purchaser, all obligations of the Issuer under this Indenture will terminate, and the Purchaser will discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

Section 3.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any related legislation which relate to the maturity of the Bonds, interest payments and dates thereof, exchange, transfer and registration of the Bonds, replacement of the mutilated, destroyed, lost or stolen Bonds, nonpresentment of the Bonds, the holding of monies in trust, and repayments to the Company from the various funds established pursuant to this Indenture and the duties of the Depositary in connection with all of the foregoing will remain in effect and be binding upon the Depositary and the Purchaser notwithstanding the release and discharge of this Indenture. The provisions of this Section 3.03 will survive the release, discharge and subordination of this Indenture.

Section 3.04. Subordination. The Purchaser agrees to subordinate its rights as pledgee, assignee and secured party as provided in Section 3.01 to any financial institution, lender or other financing party providing all or any part of the Company Financing, from time to time, and to enter into agreements which the Company, its parent, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS

Section 4.01. Authorization; Authorized Amount of Bonds. The Bonds are hereby authorized to be issued under this Indenture for the purpose of financing the Costs of the Project and secured by this Indenture. The Bonds will be initially issued as a single fully registered bond without coupons, in the principal amount not to exceed $[124,999,925,000/25,000/25,000/25,000], numbered RC-[1/2/3/4]. No bonds may be issued under this Indenture except in accordance with this Article. The total principal amount of the Bonds issued under this Indenture is expressly limited to $[124,999,925,000/25,000/25,000/25,000]. No additional bonds may be issued. The Bonds may be transferred only in accordance with the terms of this Indenture and the Bonds.

Section 4.02. Form of Bonds; Maturity. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and the Lease and will bear interest on advances made pursuant to Section 4.04 from the respective dates of such advances on the aggregate unpaid principal amount of such advances at the rate of [5.0]% per annum. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Accrued interest will be paid by the Company to the Purchaser on each Interest Payment Date. The Bonds will mature on October 1, 2055, and all unpaid principal of and interest on the Bonds is due and payable on such maturity date. The final payment of the principal of and interest on the Bonds shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of the Bonds. Payments of the principal of and interest on the Bonds prior to the final payment thereof shall be made to the person who is the registered owner thereof on such payment date by wire transfer of immediately available funds by the Company to such Purchaser at its address as it appears on the registration records kept by the Company. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America. Each of Company, Issuer, and Purchaser (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

Section 4.03. Execution and Delivery. The Bonds will be signed by the Chair of the Board of the Issuer or the Vice Chair in the absence of the Chair, attested to by the Clerk of the Issuer or a deputy Clerk, acting in her absence, and delivered to the Purchaser on the date of the execution and delivery of this Indenture.

Section 4.04. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of this Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through the advances described in this Section 4.04. Prior to delivery by the Issuer to the Purchaser of the Bonds (issued as a single fully registered bond), the following will be filed with the Purchaser (i) a certified copy of the Bond Ordinance authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Lease and (ii) original executed counterparts of the Bond Documents.

The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 6.02 of this Indenture. Promptly upon receipt of notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, pay the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account; provided that the aggregate amount of such advances will not exceed $[124,999,925,000/25,000/25,000/25,000]. The records of the Depositary will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds.

Section 4.05. Application of Payments. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first to the principal amount to be redeemed and then to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first to accrued interest on and then to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, the Purchaser will pay such excess to the Company.

Section 4.06. Registration of the Bonds. The Company on behalf of the Issuer will maintain a registration book showing the name and address of the holder of the Bonds. Upon the Company's receipt of notice of the transfer of the Bonds in accordance with their terms, together with other required documentation, the Company will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee shall maintain such registration book.

The Bonds may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book of the Issuer but only upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion from legal counsel experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, to the effect the transfer complies with the Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to such legal counsel, necessary to establish such compliance. The Issuer agrees that it will cooperate in delivering a new bond certificate or certificates, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer. The Issuer may deem and treat the person in whose name the Bonds are registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

Section 4.07. Ownership. The ownership of the Bonds shall be proved by the registration book maintained pursuant to Section 4.06 of this Indenture. Any request, demand, authorization, direction, notice, consent, waiver or other act of the holder of any of the Bonds shall bind every future holder of such Bonds and the holder of Bonds issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Depositary or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds.

ARTICLE V - REDEMPTION

Section 5.01. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article VIII of the Lease that the Company has elected to cause redemption of the Bonds in whole or in part (provided that upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding) and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company, the Leased Property shall be sold by the Issuer to the Company in compliance with Section 9.1 of the Lease, and the Bill of Sale shall be delivered to the Company by the Depositary in compliance with Section 5.02 herein.

Section 5.02. Escrow Account.

(a) Establishment of Account. As of the Closing Date (as defined in the Bond Purchase Agreement), the Issuer and the Company have caused to be deposited with the Depositary in an account established pursuant to this Indenture (the "Account") a signed bill of sale from the Issuer giving, granting, bargaining, selling, transferring, setting over, assigning, conveying, releasing, confirming and delivering to the Company the Improvements, including, but not limited to, all personal property comprising those Improvements, in the form of Exhibit E hereto (the "Bill of Sale").

(b) Treatment of Account. The Bill of Sale constituting the Account shall be maintained by the Depositary pursuant to the terms of this Indenture. Such account shall be styled *"Doña Ana County – Green Chile Ventures LLC Subseries 2025C-[1/2/3/4] Document Escrow Account*".

(c) Escrow Procedure and Distribution Instructions. The Account shall be held and disbursed in accordance with the terms of this Section 5.02 as set out below, without further approval by the Issuer or its governing body:

1. The Company will give notice (the "Purchase Notice") to the Depositary and the Issuer specifying the date of the closing of the purchase of the Leased Property pursuant to Section 9.1 of the Lease ("Purchase"), which Purchase Notice shall be delivered at any time on or before the date of Purchase. The Purchase Notice shall include written instructions to the Depositary.

2. A Purchase shall always be permitted whether or not a default under any of the Bond Documents (including a Default (as defined in this Indenture) or an Event of Default (as defined in the Lease)) has occurred and is continuing.

3. The Depositary shall disburse the Bill of Sale in accordance with the terms of the Purchase Notice, inclusive of the written instructions contained therein, immediately upon receipt of the Purchase Notice.

4. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action as the Company requires in order to carry out the transactions contemplated by this Section 5.02.

The parties each acknowledge that Depositary is authorized to use the above transfer instructions to disburse the Bill of Sale without a verifying call-back or other confirmation of the Issuer. If distribution is in accordance with this Section, no call-back is required. The Issuer will not object or interfere with the disbursement by the Depositary of the Bill of Sale to the Company in accordance with this Section 5.02. In addition to any other rights provided to the Company by the Bond Documents or under law, the Company shall (i) have the right to specific performance and all other equitable remedies from the Depositary and will be entitled to consequential damages from the Depositary in the event the Depositary fails to disburse the Bill of Sale in accordance with the terms of the Purchase Notice and (ii) have the right to specific performance and all other equitable remedies from the Issuer if the Issuer does not comply with terms herein relating to the disbursement of the Bill of Sale.

In the event of a dispute between the Issuer and the Company with respect to the Account, the Depositary may, in its sole and absolute discretion, interplead the Account with any court of competent jurisdiction and name the Company and the Issuer in such interpleader action. Upon filing the interpleader action, the Depositary shall be relieved of all liability as to the Account and shall be entitled to recover from the Company or the Issuer its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

(d) Distribution Requested by Issuer. Notwithstanding anything herein to the contrary, pursuant to Section 7.4 of the Lease, the Issuer may request that the Depositary disburse the Bill of Sale to the Company at any time during the term of the Lease to enforce the Reserved Rights with the Company's consent or upon the Issuer: (i) providing the Depositary with a copy of the notice that the Issuer has provided to the Company under Section 7.4 of the Lease and evidence that such notice has been provided to the Company at least 60 days prior to the Issuer's request to disburse the Bill of Sale to the Company; and (ii) certifying to the Depositary that the Issuer has complied with the requirements of Section 7.4 of the Lease. The Issuer and the Depositary will execute and deliver such additional instruments, certificates and other documents and agreements and take such other action required to effectuate the transfer of the Leased Property to the Company pursuant to this Section and Section 7.4 of the Lease. The Company may not oppose such disbursement of the Bill of Sale, and the Leased Property shall be deemed accepted by the Company upon disbursement of the Bill of Sale to the Company. Any amounts owed to the Issuer by the Company will remain outstanding after the transfer of the Leased Property, and the Issuer may take any additional action at law or in equity it deems necessary to enforce the Reserved Rights. The Company and the Purchaser shall be responsible for all the expenses and fees incurred by the Depositary and the Issuer as a result of the exercise of the actions described in this Section.

(e) Following the disbursement of the Bill of Sale in accordance with the provisions of this Section, the Purchaser shall file a release of lien discharging all of the Leased Property from the lien and operation of this Indenture. This Indenture shall terminate following the disbursement of the Bill of Sale in accordance with the provisions of this Section.

(f) The provisions of this Section 5.02 are subject to the provisions regarding the removal of the Depositary set forth in Section 9.04(c) herein.

(g) The Issuer will provide notice to the Company and the Purchaser upon any downgrade of the Issuer's credit rating as established by Moody's or Standard & Poor's rating service.

(h) The Issuer will provide notice to the Company and the Purchaser if it becomes aware of any legislation that would allow the Issuer to declare bankruptcy under Title 11 of the United States Code, whether proposed during a State legislative session or adopted by the State Legislature.

ARTICLE VI - THE ACQUISITION ACCOUNT

Section 6.01. Creation; Deposits. A special account is hereby created with the Depositary and designated "Doña Ana County, New Mexico, Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] Acquisition Account" (the "Acquisition Account"). Any monies received by the Issuer or the Depositary on account of any advances under Section 4.04 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depositary and will, subject to the provisions of Sections 6.05 and 6.06, be applied to the payment of Costs of the Project and, pending such application, will be subject to a lien in favor of the Purchaser.

Section 6.02. Disbursements. The Depositary will make payments of Costs of the Project from the Acquisition Account, but only upon (i) receipt of sufficient monies from the Purchaser for deposit in the Acquisition Account; and (ii) receipt of a Requisition and Certificate in substantially the form of Exhibit B ("Requisition and Certificate"), signed by an Authorized Company Representative, stating to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Costs of the Project and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such Persons to receive payment of the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (1) the obligations stated have been properly incurred, (2) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (3) to the best knowledge of such Authorized Company Representative, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the Requisition and Certificate.

Section 6.03. Depositary May Rely on Requisitions. Each Requisition and Certificate received by the Depositary as conditions of payment from the Acquisition Account may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times to examination by the Issuer and other Parties and their respective agents and representatives. The Depositary shall have no duty or obligation to verify the content of any requisition or certificate.

Section 6.04. Status Reports. Within sixty (60) days after each January 31 (commencing January 31, 2025) occurring prior to the Completion Date and within sixty (60) days after the date of disbursement of all remaining monies in the Acquisition Account, if such disbursement occurs after the Completion Date, the Depositary will prepare and send to the Company and the Issuer a report describing any and all moneys and investments on deposit in the Acquisition Account as of such January 31, and all deposits into and disbursements from the Acquisition Account, if any, during the twelve-month period ending on such January 31 or the date of such final disbursement, as applicable.

Section 6.05. Completion Date. Upon receipt of a certificate from the Company, in the form of Exhibit C signed by an Authorized Company Representative, establishing the Completion Date, the Depositary will, to the extent monies are available therefor, set aside the monies necessary for the payment of the Costs of the Project incurred by the Company but not then due or payable as set forth in such certificate and then will transfer any monies remaining in the Acquisition Account to the Company for use in connection with the Project or for payment of debt service on the Bonds (but the Depositary and the Issuer shall have no duty to inquire into or otherwise monitor, and shall not have any liability associated with, the Company's use of such monies). After all Costs of the Project have been paid, the Depositary's duties hereunder shall cease as set forth in Section 9.04(d).

Section 6.06. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 8.02, the Depositary, to the extent permitted by law, will promptly pay all monies then held for the credit of the Acquisition Account to the Purchaser for application to the unpaid principal of and accrued interest on the Bonds.

Section 6.07. Investments. Monies on deposit in the Acquisition Account will, at the written direction of an Authorized Company Representative, be invested and reinvested by the Depositary in short-term interest-bearing securities or funds, which are at the time authorized under the Act. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any loss resulting from any such investment will be charged to the Acquisition Account. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Account. Neither the Depositary nor the Issuer will be liable or responsible for any loss resulting from any such investment or liquidation of any investment when required under the terms of this Indenture. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS

Section 7.01. Payment of the Bonds; Bonds are Limited Obligations. Pursuant to the Lease, the Company is required to pay the principal of, interest on and redemption price of the Bonds at the times and in the amounts provided in Section 4.02 of this Indenture and in the Bonds, directly to the Purchaser. Except as otherwise provided in this Indenture, such principal, interest and redemption price are payable solely from the Basic Rent, which the Company will pay as provided in the Lease. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

Section 7.02. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and agreements of the Issuer contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture, and to pledge the Revenues (but excluding Additional Payments and any amount for indemnification of the Issuer) described in this Indenture, and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement and the Lease.

Section 7.03. Obligations Under the Lease. The Issuer: (i) will perform all of its obligations under the Lease; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease except by a supplement or an amendment duly executed by the Issuer and the Company with the written approval of the Purchaser; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser.

Notwithstanding the above paragraph, it is the intention of the Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in this Indenture for the Company's obligations under the Lease. As described in Section 3.01 and in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease, including the right to receive payments thereunder, but excluding the Reserved Rights.

ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. Defaults. Each of the following events is a "Default":

(a) Failure to pay any installment of principal of, interest on or redemption price of the Bonds when due and such failure continues for a period of five (5) Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company.

(b) An Event of Default under the Lease occurs and is continuing.

(c) The Issuer fails to perform any other of its obligations under the Bonds or this Indenture for a period of thirty (30) days after receipt of notice of such failure from any of the other Parties.

Section 8.02. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties declare the then unpaid principal of and all accrued interest on the Bonds to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and cancel its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for.

Section 8.03. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default. Except as otherwise provided in the Lease, all rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally required, will cooperate with the Purchaser in the lawful enforcement of such rights and remedies under the Bond Documents upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article IX.

ARTICLE IX - THE DEPOSITARY

Section 9.01. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary. Unless previously terminated by the Company, the Depositary's duties hereunder shall continue, subject to the provisions of Section 9.04, until the occurrence of the Completion Date and the disbursement of the Bill of Sale and the disbursement of all moneys remaining on deposit in the Acquisition Account as provided in Section 6.05 and the Account as provided in Section 5.02(a).

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming on their faces to the requirements of this Indenture or the Lease, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Lease, the Depositary will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease, as the case may be.

(c) No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) Except with respect to the disbursement of the Bill of Sale in compliance with Section 5.02 herein, the Depositary shall be under no obligation to take any action or exercise any right or power under this Indenture unless the Purchaser shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the reasonable fees, costs (including without limitation reasonable fees and expenses of attorneys), expenses and liabilities that might be incurred by the Depositary in connection therewith.

(f) The recitals contained herein and in the Bonds shall be taken as the statements of the Company, and the Depositary assumes no responsibility for their correctness. The Depositary makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Depositary shall not be accountable for the use or application by the Issuer or the Company of the Bonds or the proceeds thereof.

(g) Money held by the Depositary in trust hereunder need not be segregated from other funds except to the extent required by law. The Depositary shall be under no liability for any interest on any money received by it hereunder except as otherwise provided in Section 6.07.

(h) None of the provisions contained in this Indenture shall require the Depositary to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 9.02. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses) as Additional Payments in accordance with Section 5.3(B)(i) of the Lease.

Section 9.03. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state, be granted trust powers under such laws and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 9.03, it will resign immediately in the manner and with the effect specified in Section 9.04.

Section 9.04. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 9.05.

(b) The Depositary may resign at any time by notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within thirty (30) days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the disbursement of all monies on deposit in the Acquisition Account as provided in Section 6.05 and the disbursement of the Bill of Sale to the Company as provided in Section 5.02 herein or (ii) the date on which the Company and Purchaser provide the Depositary written notice that no additional advances will be made as provided in Section 4.04 and the Depositary no longer holds funds for payment of Costs of the Project. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 9.04), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 9.05. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor, and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which all or substantially all of the corporate trust assets and business of such Person may be sold, will automatically become the successor Depositary.

Section 9.06. Indemnification. As an inducement to the Depositary to enter into this Indenture, the Company agrees to pay and to indemnify and hold harmless the Depositary, any person who "controls" the Depositary within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Depositary (collectively called the "Indemnified Parties") from and against any and all claims, fines, penalties, damages, demands, expenses (including reasonable out-of-pocket and incidental expenses and legal fees, including the allocated costs and expenses of in-house counsel and legal staff) liabilities and losses of every kind, character and nature ("Losses") asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, this Indenture and the Lease and the obligations imposed on the Depositary hereby and thereby; or the construction, acquisition, equipping, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Parties, with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; (iv) any loss or damage incurred by the Depositary as a result of violation by the Company of the provisions of Section 3.2 of the Lease, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition and equipping or sale of the Leased Property or any part thereof; and (v) the execution of and performance of its duties under this Indenture, to the extent not caused or occasioned by the negligence or willful misconduct of an Indemnified Party. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Parties from and against, all costs, reasonable attorney fees and expenses, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim, to the extent not caused or occasioned by the negligence or willful misconduct of such Indemnified Party. In addition to and not in limitation of the immediately preceding sentences, the Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnified Parties for following any instructions or other directions upon which the Depositary is authorized to rely pursuant to the terms of this Indenture or the Lease.

If any such suit, action or proceeding is brought against the Depositary or any other Indemnified Party, the Depositary or such Indemnified Party shall, within ten (10) days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Depositary or such Indemnified Party (provided that such approval by the Depositary or such Indemnified Party shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Depositary or such Indemnified Party to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Depositary or such Indemnified Party is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Depositary or such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of the Depositary or such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Depositary or such Indemnified Party; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party in assuming its own defense, provided such counsel is approved in writing by the Company.

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Depositary or any Indemnified Party, the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Depositary or any Indemnified Party shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Depositary or the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Indemnified Parties other than a judgment merely confirming a settlement entered into without the written consent of the Company.

The rights of the Depositary under such indemnification shall survive the payment in full of the Bonds, the discharge of this Indenture, or the resignation or removal of the Depositary or the termination of its duties under this Indenture.

ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary and consented to by the Company. The Issuer in its reasonable discretion may amend this Indenture as requested by the Company, its parent, or any subsidiary or affiliate of the Company or any financial institutional lender or other financing party providing all or any part of the Company Financing, from time to time, provided any such amendment is not inconsistent with the Bond Ordinance. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be materially and adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be materially and adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law, the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth in the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.01. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:	Doña Ana County, New Mexico Attn: County Manager 845 N Motel Blvd Las Cruces, NM 88007
If to the Purchaser:	[PURCHASER] [ADDRESS] [ADDRESS]
If to the Company:	Green Chile Ventures LLC [ADDRESS] [ADDRESS]
If to the Depositary:	[DEPOSITARY] [ADDRESS] [ADDRESS]

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.02. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.03. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties (and, in the case of Section 5.7 of the Lease and Section 9.06 only, the Indemnitees) any right, remedy or claim, legal or equitable.

Section 11.04. Severability. If any section, paragraph, clause or provision of this Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Indenture.

Section 11.05. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, any member of the Board) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.06. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after such date.

Section 11.07. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11.08. Applicable Law. This Indenture will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 11.09. Survival. The provisions of Sections 9.01 and 9.02 of this Indenture shall survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 11.10. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section

56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees and expenses, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 11.11. Non-Merger. The provisions of this Indenture shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any bill of sale or other instrument or document delivered hereunder.

Section 11.12. No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the others any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:___________________________________
[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____
County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

This instrument was acknowledged before me on _____________, 2025, by _____________, _________ of the Board of County Commissioners of Doña Ana County, New Mexico.

____
Notary Public

My Commission expires:

____

GREEN CHILE VENTURES LLC

By: ________________________________

STATE OF ________________)
) ss.
COUNTY OF ______________)

This instrument was acknowledged before me on _____________, 2025, by ______________, [____________ of Green Chile Ventures LLC a Delaware limited liability company].

____
Notary Public

My Commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025C-[1/2/3/4] – Company)

4943394v2

[PURCHASER]

By: ________________________________

STATE OF ________________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me on _______________, 2025, by _____________, ________________ of [PURCHASER], a Delaware limited liability company.

____
Notary Public

My commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025C-[1/2/3/4] – Purchaser)

[DEPOSITARY], as Depositary

By:____

Attest:

____

STATE OF ________________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me on _______________, 2025, by _____________, _______________________ of [DEPOSITARY], a __________________.

____
Notary Public

My commission expires:

____

(Signature Page Indenture Project Jupiter Subseries 2025C-[1/2/3/4] – Depositary)

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE INDENTURE, PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS APPLICABLE TO THE TRANSFER AT THE TIME OF THE TRANSFER.

No. RC-[1/2/3/4] Up to $[124,999,925,000/25,000/25,000/25,000]

United States of America
State of New Mexico

Doña Ana County, New Mexico
Taxable Industrial Revenue Bond
(Project Jupiter)
Subseries 2025C-[1/2/3/4]

MATURITY DATE	INTEREST RATE	ISSUE DATE
October 1, 2055	[5.0]% per annum	October [20], 2025

DOÑA ANA COUNTY, NEW MEXICO, a county and political subdivision existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the source described below, to [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees as permitted below, the "Purchaser"), on the Maturity Date specified above, [ONE HUNDRED TWENTY-FOUR BILLION, NINE HUNDRED NINETY-NINE MILLION, NINE HUNDRED TWENTY-FIVE THOUSAND/TWENTY-FIVE THOUSAND/TWENTY-FIVE THOUSAND/TWENTY-FIVE THOUSAND] DOLLARS (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such source, to the Purchaser under the Indenture as shown on the records of GREEN CHILE VENTURES LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), on the relevant payment date, interest on principal amounts advanced with respect to this Bond from the dates of such advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Such interest is payable annually on October 1, beginning October 1, 2025. All unpaid principal and interest on this Bond is due and payable on the Maturity Date. The final payment of the principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of this Bond. Payments of the principal of and interest on this Bond prior to the final payment hereof shall be made to the Purchaser on such payment date by wire transfer of immediately available funds by the Company to the Purchaser. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16 NMSA 1978, as amended, and pursuant to Ordinance No. 2025-[__] duly adopted by the Issuer. Proceeds of this Bond will be used to finance the acquisition, equipping and installation of certain data center facilities and related infrastructure, facilities, and real property located within the boundaries of Doña Ana County, New Mexico (the "Project").

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of October 1, 2025 (the "Lease") between the Issuer and the Company, which Lease relates to the Project, and which Basic Rent (as defined in the Lease) payable thereunder has been pledged and assigned by the Issuer to the Purchaser under the Indenture dated as of October 1, 2025 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary").

Reference is made to the Indenture and the Lease for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, the transfer of this Bond, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and the amounts that are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption, as provided in the Indenture, at the option of the Company as a whole or in part (provided that upon the redemption of the Bond in part, not less than $25,000 in principal amount shall remain outstanding) on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

Upon any partial prior redemption of this Bond, the Purchaser shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Company prior to payment.

If a Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on the schedule attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 4.04 of the Indenture. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer, the Company or the Purchaser.

This Bond may be transferred in whole but not in part. NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A “TRANSFER”) EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND APPLICABLE STATE SECURITIES LAWS, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER AND THE COMPANY (A) AN OPINION, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

(Remaining Left Blank)

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chair of its Board of County Commissioners and its seal to be affixed hereto and attested by its County Clerk.

DOÑA ANA COUNTY, NEW MEXICO

(SEAL)

By:____

[Vice]Chair of the Board of County Commissioners

Attest:

____

County Clerk

PRINCIPAL ADVANCE PANEL

Date	Amount of Advance	Aggregate Principal Amount of Bond	Notation Made By

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Indenture.

Date of Prepayment	Principal Prepaid	Notation Made By

EXHIBIT B

REQUISITION AND CERTIFICATE

To: [DEPOSITARY], as Depositary

The undersigned, pursuant to the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico (the "Issuer"), [PURCHASER], (the "Purchaser"), Green Chile Ventures LLC (the "Company") and [DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of $_____________ from the Acquisition Account (as defined in the Indenture) to pay the following costs and expenses related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

Amount	General Classification Of Expenditure	Payee
Total: $		

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Costs of the Project (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) to the best knowledge of the undersigned, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition; and

(4) upon payment of such Costs of the Project for the Leased Property (as defined in the Indenture) described above, the Company will take all actions necessary to transfer to the Issuer legal title to the relevant portion of the Leased Property prior to or simultaneously with each applicable advance under the Bonds.

DATED: _________________, 20___.

____

Authorized Company Representative

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 6.05 of the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico, [PURCHASER] (the "Purchaser"), Green Chile Ventures LLC (the "Company") and [DEPOSITARY], N.A., as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Costs of the Project shown below incurred by the Company but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining monies in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account. Capitalized terms used in this certificate shall have the meanings assigned thereto in the Indenture.

Costs of the Project Not Yet Due and Payable

Amount	For
$	
$	
$	
$	

DATED: ______________________________

____
Authorized Company Representative

EXHIBIT D

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made this ____ day of _____________, _____ by Doña Ana County, New Mexico, a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico (the "County"), in favor of Green Chile Ventures LLC, a Delaware limited liability company (the "Company").

For good and valuable consideration, the County gives, grants, bargains, sells, transfers, sets over, assigns, conveys, releases, confirms and delivers to the Company all right, title and interest of the County in and to the Improvements (as that term is defined in that certain Lease Agreement by and between the Company and the County dated October 1, 2025 and recorded on _____________ ___, 20___ as Document Number _______________, records of the Doña Ana County Clerk, Doña Ana County, New Mexico (the "Lease")), including all Equipment (as that term is defined in the Lease) and all other personal property located upon the real property described on Exhibit A or located within any improvements thereon, in each case free and clear of any and all liens or encumbrances of any kind other than those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented under the Lease.

This Bill of Sale is binding upon and inures to the benefit of the successors and assigns of the County and the Company.

This Bill of Sale is governed by, is to be interpreted under, and construed and enforced in accordance with, the laws of the State of New Mexico.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________

[Vice]Chair of the Board of County Commissioners

(SEAL)

Attest:

____

County Clerk

[Signature page to Escrow Bill of Sale]

Exhibit A

Real Property
(Project Site)

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

DOÑA ANA COUNTY, NEW MEXICO

[PURCHASER]

and

YUCCA GROWTH INFRASTRUCTURE, LLC

BOND PURCHASE AGREEMENT

Dated as of October [20], 2025

$[15,000,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Series 2025A

4943135v2

BOND PURCHASE AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (the "Issuer"), [PURCHASER], a Delaware limited liability company (together with its successors, assigns and transferees, the "Purchaser"), and YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company (the "Company") agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary"), have entered into an Indenture dated as of October 1, 2025 (the "Indenture") relating to the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the maximum principal amount of $[15,000,000,000] (the "Bonds"). Pursuant to the Indenture, the Issuer will issue the Bonds. Proceeds of the Bonds will be used to finance the costs of acquiring, equipping and installing improvements for a data center facility and other related infrastructure and facilities, located in Doña Ana County, New Mexico (the "Project"). Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Indenture and in the Lease Agreement dated as of October 1, 2025 relating to the Bonds (the "Lease" and together with the Indenture and this Bond Purchase Agreement, the "Bond Documents") among the Issuer and the Company.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Bond Purchase Agreement (this "Bond Purchase Agreement") and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser agrees to purchase the Bonds from the Issuer and the Issuer agrees to sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser agrees to make advances on the Bonds at the times and under the conditions specified in Section 4.04 of the Indenture up to an aggregate principal amount of $[15,000,000,000]. The Issuer will deliver the Bonds to the Purchaser at or prior to 10:00 a.m., Mountain Time, on October [20], 2025, or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Bond Purchase Agreement:

(a) Each of the representations of the Issuer in the Lease and the Indenture is true and correct as if made on and as of the date of this Bond Purchase Agreement.

(b) Pursuant to an ordinance duly adopted by the Board of County Commissioners of the Issuer on September 19, 2025 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance is in full force and effect and has not been amended, modified or repealed.

(c) The Issuer is duly authorized under the Constitution and laws of the State of New Mexico (the "State") to issue the Bonds and to execute, deliver and perform its obligations under the Bond Documents and the Bonds, to pledge the security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its

obligations under, the Bond Documents and the Bonds have been duly and effectively taken; at or prior to the Closing Date, the Bond Documents shall be executed and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, and based on the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bond Documents shall be legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and shall be executed and delivered by the authorized officers of the Issuer; and based upon the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bonds, when issued, delivered and paid for as herein provided, shall constitute the legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the Issuer's knowledge and belief, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or threatened against or affecting it wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way raises any question concerning the validity of the Bonds or the Bond Documents, nor to the best knowledge and belief of the Issuer is there any basis therefor.

(e) To the Issuer's knowledge and belief and without having undertaken any specific investigation, the execution, delivery and performance by the Issuer of the Bond Documents and the Bonds do not and will not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition and operation of the Project, as to which no representation or warranty or covenant is made).

(f) The statements contained in any certificate provided under this Bond Purchase Agreement and signed and delivered to the Purchaser by any authorized official of the Issuer will be deemed a representation and warranty by the Issuer to the Purchaser.

Section 4. Company Representations. The Company represents that, as of the date of this Bond Purchase Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified to do business in the State

and has or will obtain at the necessary time, all necessary licenses and permits to lease and operate the Project. To the Company's knowledge and belief, the Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Leased Property. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents.

(b) The approval by the Company of the Bond Documents and the execution, delivery and performance of its obligations under the Bond Documents, compliance by the Company with the provisions hereof and of any and all of the foregoing documents, the application by the Company of the proceeds of the sale of the Bonds for the purposes described in the Indenture, and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the organizational documents or operating agreement of the Company or any material agreement, indenture, mortgage, lease or instrument to which the Company is a party or by which the Company or any of its property is or may be bound or, to the Company's knowledge, any existing law or court or administrative regulation, decree or order which is applicable to the Company or any of its property, and do not and will not result in the creation or imposition of any lien of any nature upon any of the property of the Company, except for Permitted Liens.

(c) To the Company's knowledge and belief, no "Default," "Event of Default" or event which, with notice or lapse of time or both, would constitute a "Default" or an "Event of Default" under the Bond Documents has occurred and is continuing.

(d) The Company has duly authorized all necessary action to be taken by it for (i) the issuance and delivery of the Bonds by the Issuer upon the terms and conditions and for the uses set forth or described herein and in the Indenture; (ii) the approval of the Bond Documents; and (iii) the execution, delivery or receipt of and the performance, as applicable, of its obligations under the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the Company in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(e) The Company will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture and the Lease.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the knowledge and belief of the Company, threatened against or affecting the Company or its properties wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or (ii) the validity or enforceability in accordance with their respective terms of the Bond Documents.

(g) On or before the Closing Date, the Company will approve, execute and deliver the Bond Documents. This Bond Purchase Agreement is, and when executed and delivered the other Bond Documents will be, the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) To the knowledge and belief of the Company, all approvals, consents, authorizations, certifications, and other orders of any government authority, board, agency or commission having jurisdiction, and all filings with such entities, failure to obtain or make which would materially adversely affect the performance by the Company of its obligations hereunder or under the Bond Documents, have been duly obtained. All permits and approvals required for the acquisition and operation of the Project have been obtained or will be obtained in due course.

(i) Any certificate signed by an authorized officer of the Company delivered to the Issuer or the Purchaser in connection with the issuance of the Bonds will be deemed a representation and warranty by the Company to the Issuer and the Purchaser as to the statements made therein.

Section 5. Purchaser Representations. The Purchaser represents that, as of the date of this Bond Purchase Agreement:

(a) The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware. The Purchaser has full right, power and authority to approve, enter into, deliver and perform its obligations under the Bond Documents to which it is a party.

(b) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds and subject to the requirements of the Indenture, particularly Section 4.06 thereof and the Bond form attached thereto as Exhibit A.

(c) The Purchaser understands that the Bonds are special, limited, and not general, obligations of the Issuer, are payable solely from the Basic Rent received by the Purchaser on behalf of the Issuer under the Lease and from the security therefor as described in the Indenture but from no other sources. It understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that the payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(d) The Purchaser understands that, pursuant to the terms of the Lease, the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption

price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under the Lease. As described in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Basic Rent under the Lease.

(1) Each of Purchaser, Issuer, and Company (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts (other than the PILOT Payments) are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

(e) The Purchaser has received copies of financial statements of the Company, has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position and the Project as it deems necessary in making its decision to purchase the Bonds.

(f) The Purchaser is duly and legally authorized to purchase the Bonds, has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(g) The Purchaser understands that the Issuer has not undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser, for itself and for any subsequent holder of the Bonds, waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, sale or resale of the Bonds to or by the Purchaser or in connection with any statement or representation which induced the Purchaser to purchase the Bonds.

(h) The Purchaser has received and reviewed copies in draft and final form of the Bond Documents and the Bond Ordinance.

(i) At or prior to the Closing Date, the Purchaser shall duly execute and deliver this Bond Purchase Agreement and the Indenture and assuming the due authorization and execution thereof by the other parties thereto, this Bond Purchase Agreement and the Indenture will constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(j) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (A) the Securities Act of 1933, as amended, or (B) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond certificates or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and the terms of the Bonds.

(k) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

(l) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser will not constitute a default under any other material agreement by which the Purchaser is bound.

Section 6. Indemnification.

(a) The Company agrees to indemnify, defend and hold harmless all officials, commissioners, officers and employees of the Issuer and each person, if any, who has the power to direct or cause the direction of the management and policies of the Issuer (the "Indemnified Parties") against any and all losses, claims, damages, liabilities, joint or several, or any expenses related thereto whatsoever arising out of or in connection with or caused by any pledge, offering, sale, resale or delivery of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement made by Company to any person or caused by an omission or alleged omission by Company in connection with the Bonds or the pledge, offering, sale, resale or delivery thereof.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer (provided that such approval by the Issuer shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses and the right to participate in negotiations and to consent to settlement. If any Indemnified Party is advised in a written opinion of counsel, which is also addressed to the Company, that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval by the Company shall not be unreasonably withheld, conditioned or delayed). If the Company shall have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer or in the event it is determined the defense of such Indemnified Party should be handled by separate counsel within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such action with or without consent, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The covenants and agreements of the Company herein contained shall survive the delivery of the Bonds.

(b) The Company will not be obligated to indemnify the Issuer or any of the Indemnified Parties under subsection (a) if a court with competent jurisdiction finds that the liability in question was caused by the willful misconduct or gross negligence of the Issuer or one or more of the involved Indemnified Parties.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Bond Purchase Agreement will be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer and the Company will have been taken, and the Issuer and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(1) the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, substantially in the form set forth in Exhibit A;

(2) the opinion of Rodey, Dickason, Sloan, Akin, & Robb, P.A., New Mexico counsel to the Company and the Purchaser substantially in the form of Exhibit B;

(3) the opinion of counsel to the Issuer, substantially in the form set forth in Exhibit C;

(4) a certificate of and with reference to the Issuer signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(5) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(6) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in subsections (a) and (d) of this Section 7; and

(7) a certificate of the Depositary signed by a duly authorized officer of the Depositary, to the effect that (A) he or she is an authorized officer of the Depositary; (B) the Indenture has been duly executed and delivered by the Depositary; (C) the Depositary has all necessary corporate powers required to execute and deliver, and to perform its obligations under, the Indenture; and (D) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound.

If any conditions to the obligations of the Purchaser or the Issuer under this Bond Purchase Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser and the Issuer, (x) the Closing Date will be postponed for such period, not to exceed seven days, as may be necessary for such conditions to be satisfied or (y) the obligations of the Purchaser and the Issuer under this Bond Purchase Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Bond Purchase Agreement; provided however that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer.

Section 8. Assignment. The Purchaser shall be entitled to assign the Bond and its rights under this Agreement in accordance with the terms and conditions of the Bond, the Bond Resolution and the Bond Documents (including this Agreement).

Section 9. Amendment. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by the Issuer, the Company and the Purchaser.

Section 10. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Company and the Purchaser and their respective officers set forth in or made pursuant to this Bond Purchase Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 11. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of any other jurisdiction.

Section 12. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 13. Severability. If any section, paragraph, clause or provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Purchase Agreement.

Section 14. Incorporation of Indenture Provisions. Each of the provisions of Sections 11.01, 11.02, 11.03, 11.05, and 11.06 of the Indenture is incorporated in this Bond Purchase Agreement.

(*Remainder of page intentionally left blank*)

IN WITNESS WHEREOF, the Issuer, the Company and the Purchaser have caused this Bond Purchase Agreement to be executed by their duly authorized officers, as of the day and year first above written

DOÑA ANA COUNTY, NEW MEXICO

By:______________________________________
[Vice]Chair of the Board of County Commissioners

(Signature Page BPA Project Jupiter Series 2025A - Issuer)

[PURCHASER]

By:________________________________

YUCCA GROWTH INFRASTRUCTURE, LLC

By: _________________________________

(Signature Page BPA Project Jupiter Series 2025A – Company)

EXHIBIT A

[Bond Opinion]

EXHIBIT B

[Company & Purchaser Opinion]

EXHIBIT C

[Issuer Opinion]

DOÑA ANA COUNTY, NEW MEXICO

[PURCHASER]

and

RED CHILES [A/B/C/D], LLC

BOND PURCHASE AGREEMENT

Dated as of October [20], 2025

$[6,250,000,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025B-[1/2/3/4]

4941223v2

BOND PURCHASE AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (the "Issuer"), [PURCHASER], a Delaware limited liability company (together with its successors, assigns and transferees, the "Purchaser"), and RED CHILES [A/B/C/D], LLC, a Delaware limited liability company (the "Company") agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary"), have entered into an Indenture dated as of October 1, 2025 (the "Indenture") relating to the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the maximum principal amount of $[6,250,000,000] (the "Bonds"). Pursuant to the Indenture, the Issuer will issue the Bonds. Proceeds of the Bonds will be used to finance the costs of constructing, acquiring, equipping and installing improvements for a data center facility and related infrastructure and facilities located in Doña Ana County, New Mexico (the "Project"). Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Indenture and in the Lease Agreement dated as of October 1, 2025 (the "Lease" and together with the Indenture and this Bond Purchase Agreement, the "Bond Documents") among the Issuer, the Company and Green Chile Ventures LLC, a Delaware limited liability company.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Bond Purchase Agreement (this "Bond Purchase Agreement") and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser agrees to purchase the Bonds from the Issuer and the Issuer agrees to sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser agrees to make advances on the Bonds at the times and under the conditions specified in Section 4.04 of the Indenture up to an aggregate principal amount of $[6,250,000,000]. The Issuer will deliver the Bonds to the Purchaser at or prior to 10:00 a.m., Mountain Time, on October [20], 2025, or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Bond Purchase Agreement:

(a) Each of the representations of the Issuer in the Lease and the Indenture is true and correct as if made on and as of the date of this Bond Purchase Agreement.

(b) Pursuant to an ordinance duly adopted by the Board of County Commissioners of the Issuer on September 19, 2025 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance is in full force and effect and has not been amended, modified or repealed.

(c) The Issuer is duly authorized under the Constitution and laws of the State of New Mexico (the "State") to issue the Bonds and to execute, deliver and perform its obligations under the Bond Documents and the Bonds, to pledge the security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its

obligations under, the Bond Documents and the Bonds have been duly and effectively taken; at or prior to the Closing Date, the Bond Documents shall be executed and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, and based on the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bond Documents shall be legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and shall be executed and delivered by the authorized officers of the Issuer; and based upon the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bonds, when issued, delivered and paid for as herein provided, shall constitute the legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the Issuer's knowledge and belief, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or threatened against or affecting it wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way raises any question concerning the validity of the Bonds or the Bond Documents, nor to the best knowledge and belief of the Issuer is there any basis therefor.

(e) To the Issuer's knowledge and belief and without having undertaken any specific investigation, the execution, delivery and performance by the Issuer of the Bond Documents and the Bonds do not and will not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition and operation of the Project, as to which no representation or warranty or covenant is made).

(f) The statements contained in any certificate provided under this Bond Purchase Agreement and signed and delivered to the Purchaser by any authorized official of the Issuer will be deemed a representation and warranty by the Issuer to the Purchaser.

Section 4. Company Representations. The Company represents that, as of the date of this Bond Purchase Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified to do business in the State

and has or will obtain at the necessary time, all necessary licenses and permits to lease and operate the Project. To the Company's knowledge and belief, the Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Leased Property. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents.

(b) The approval by the Company of the Bond Documents and the execution, delivery and performance of its obligations under the Bond Documents, compliance by the Company with the provisions hereof and of any and all of the foregoing documents, the application by the Company of the proceeds of the sale of the Bonds for the purposes described in the Indenture, and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the organizational documents or operating agreement of the Company or any material agreement, indenture, mortgage, lease or instrument to which the Company is a party or by which the Company or any of its property is or may be bound or, to the Company's knowledge, any existing law or court or administrative regulation, decree or order which is applicable to the Company or any of its property, and do not and will not result in the creation or imposition of any lien of any nature upon any of the property of the Company, except for Permitted Liens.

(c) To the Company's knowledge and belief, no "Default," "Event of Default" or event which, with notice or lapse of time or both, would constitute a "Default" or an "Event of Default" under the Bond Documents has occurred and is continuing.

(d) The Company has duly authorized all necessary action to be taken by it for (i) the issuance and delivery of the Bonds by the Issuer upon the terms and conditions and for the uses set forth or described herein and in the Indenture; (ii) the approval of the Bond Documents; and (iii) the execution, delivery or receipt of and the performance, as applicable, of its obligations under the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the Company in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(e) The Company will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture and the Lease.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the knowledge and belief of the Company, threatened against or affecting the Company or its properties wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or (ii) the validity or enforceability in accordance with their respective terms of the Bond Documents.

(g) On or before the Closing Date, the Company will approve, execute and deliver the Bond Documents. This Bond Purchase Agreement is, and when executed and delivered the other Bond Documents will be, the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) To the knowledge and belief of the Company, all approvals, consents, authorizations, certifications, and other orders of any government authority, board, agency or commission having jurisdiction, and all filings with such entities, failure to obtain or make which would materially adversely affect the performance by the Company of its obligations hereunder or under the Bond Documents, have been duly obtained. All permits and approvals required for the acquisition and operation of the Project have been obtained or will be obtained in due course.

(i) Any certificate signed by an authorized officer of the Company delivered to the Issuer or the Purchaser in connection with the issuance of the Bonds will be deemed a representation and warranty by the Company to the Issuer and the Purchaser as to the statements made therein.

Section 5. Purchaser Representations. The Purchaser represents that, as of the date of this Bond Purchase Agreement:

(a) The Purchaser is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware. The Purchaser has full right, power and authority to approve, enter into, deliver and perform its obligations under the Bond Documents to which it is a party.

(b) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds and subject to the requirements of the Indenture, particularly Section 4.06 thereof and the Bond form attached thereto as Exhibit A.

(c) The Purchaser understands that the Bonds are special, limited, and not general, obligations of the Issuer, are payable solely from the Basic Rent received by the Purchaser on behalf of the Issuer under the Lease and from the security therefor as described in the Indenture but from no other sources. It understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that the payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(d) The Purchaser understands that, pursuant to the terms of the Lease, the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption

price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under the Lease. As described in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Basic Rent under the Lease.

(1) Each of Purchaser, Issuer, and Company (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts (other than the PILOT Payments) are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

(e) The Purchaser has received copies of financial statements of the Company, has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position and the Project as it deems necessary in making its decision to purchase the Bonds.

(f) The Purchaser is duly and legally authorized to purchase the Bonds, has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(g) The Purchaser understands that the Issuer has not undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser, for itself and for any subsequent holder of the Bonds, waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, sale or resale of the Bonds to or by the Purchaser or in connection with any statement or representation which induced the Purchaser to purchase the Bonds.

(h) The Purchaser has received and reviewed copies in draft and final form of the Bond Documents and the Bond Ordinance.

(i) At or prior to the Closing Date, the Purchaser shall duly execute and deliver this Bond Purchase Agreement and the Indenture and assuming the due authorization and execution thereof by the other parties thereto, this Bond Purchase Agreement and the Indenture will constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(j) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (A) the Securities Act of 1933, as amended, or (B) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond certificates or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and the terms of the Bonds.

(k) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

(l) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser will not constitute a default under any other material agreement by which the Purchaser is bound.

Section 6. Indemnification.

(a) The Company agrees to indemnify, defend and hold harmless all officials, commissioners, officers and employees of the Issuer and each person, if any, who has the power to direct or cause the direction of the management and policies of the Issuer (the "Indemnified Parties") against any and all losses, claims, damages, liabilities, joint or several, or any expenses related thereto whatsoever arising out of or in connection with or caused by any pledge, offering, sale, resale or delivery of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement made by Company to any person or caused by an omission or alleged omission by Company in connection with the Bonds or the pledge, offering, sale, resale or delivery thereof.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer (provided that such approval by the Issuer shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses and the right to participate in negotiations and to consent to settlement. If any Indemnified Party is advised in a written opinion of counsel, which is also addressed to the Company, that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval by the Company shall not be unreasonably withheld, conditioned or delayed). If the Company shall have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer or in the event it is determined the defense of such Indemnified Party should be handled by separate counsel within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such action with or without consent, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The covenants and agreements of the Company herein contained shall survive the delivery of the Bonds.

(b) The Company will not be obligated to indemnify the Issuer or any of the Indemnified Parties under subsection (a) if a court with competent jurisdiction finds that the liability in question was caused by the willful misconduct or gross negligence of the Issuer or one or more of the involved Indemnified Parties.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Bond Purchase Agreement will be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer and the Company will have been taken, and the Issuer and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(1) the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, substantially in the form set forth in Exhibit A;

(2) the opinion of Rodey, Dickason, Sloan, Akin, & Robb, P.A., New Mexico counsel to the Company and the Purchaser substantially in the form of Exhibit B;

(3) the opinion of counsel to the Issuer, substantially in the form set forth in Exhibit C;

(4) a certificate of and with reference to the Issuer signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(5) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(6) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in subsections (a) and (d) of this Section 7; and

(7) a certificate of the Depositary signed by a duly authorized officer of the Depositary, to the effect that (A) he or she is an authorized officer of the Depositary; (B) the Indenture has been duly executed and delivered by the Depositary; (C) the Depositary has all necessary corporate powers required to execute and deliver, and to perform its obligations under, the Indenture; and (D) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound.

If any conditions to the obligations of the Purchaser or the Issuer under this Bond Purchase Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser and the Issuer, (x) the Closing Date will be postponed for such period, not to exceed seven days, as may be necessary for such conditions to be satisfied or (y) the obligations of the Purchaser and the Issuer under this Bond Purchase Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Bond Purchase Agreement; provided however that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer.

Section 8. Assignment. The Purchaser shall be entitled to assign the Bond and its rights under this Agreement in accordance with the terms and conditions of the Bond, the Bond Resolution and the Bond Documents (including this Agreement).

Section 9. Amendment. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by the Issuer, the Company and the Purchaser.

Section 10. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Company and the Purchaser and their respective officers set forth in or made pursuant to this Bond Purchase Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 11. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of any other jurisdiction.

Section 12. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 13. Severability. If any section, paragraph, clause or provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Purchase Agreement.

Section 14. Incorporation of Indenture Provisions. Each of the provisions of Sections 11.01, 11.02, 11.03, 11.05, and 11.06 of the Indenture is incorporated in this Bond Purchase Agreement.

(*Remainder of page intentionally left blank*)

IN WITNESS WHEREOF, the Issuer, the Company and the Purchaser have caused this Bond Purchase Agreement to be executed by their duly authorized officers, as of the day and year first above written

DOÑA ANA COUNTY, NEW MEXICO

By:______________________________________
[Vice]Chair of the Board of County Commissioners

(Signature Page BPA Project Jupiter Subseries 2025B-[1/2/3/4] - Issuer)

[PURCHASER]

By:__________________________________

RED CHILES [A/B/C/D], LLC

By: _________________________________

(Signature Page BPA Project Jupiter Subseries 2025B-[1/2/3/4] – Company)

EXHIBIT A

[Bond Opinion]

EXHIBIT B

[Company & Purchaser Opinion]

EXHIBIT C

[Issuer Opinion]

DOÑA ANA COUNTY, NEW MEXICO

[PURCHASER]

and

GREEN CHILE VENTURES LLC

BOND PURCHASE AGREEMENT

Dated as of October [20], 2025

$[124,999,925,000/25,000/25,000/25,000]
Doña Ana County, New Mexico
Taxable Industrial Revenue Bonds
(Project Jupiter)
Subseries 2025C-[1/2/3/4]

4943104v2

BOND PURCHASE AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO, a New Mexico county and political subdivision (the "Issuer"), [PURCHASER], a Delaware [corporation] (together with its successors, assigns and transferees, the "Purchaser"), and GREEN CHILE VENTURES LLC, a Delaware limited liability company (the "Company") agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary"), have entered into an Indenture dated as of October 1, 2025 (the "Indenture") relating to the Issuer's Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the maximum principal amount of $[124,999,925,000/25,000/25,000/25,000] (the "Bonds"). Pursuant to the Indenture, the Issuer will issue the Bonds. Proceeds of the Bonds will be used to finance the costs of acquiring, equipping and installing improvements for a data center facility and other related infrastructure and facilities, located in Doña Ana County, New Mexico (the "Project"). Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Indenture and in the Lease Agreement dated as of October 1, 2025 relating to the Bonds (the "Lease" and together with the Indenture and this Bond Purchase Agreement, the "Bond Documents") among the Issuer and the Company.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Bond Purchase Agreement (this "Bond Purchase Agreement") and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser agrees to purchase the Bonds from the Issuer and the Issuer agrees to sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser agrees to make advances on the Bonds at the times and under the conditions specified in Section 4.04 of the Indenture up to an aggregate principal amount of $[124,999,925,000/25,000/25,000/25,000]. The Issuer will deliver the Bonds to the Purchaser at or prior to 10:00 a.m., Mountain Time, on October [20], 2025, or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Bond Purchase Agreement:

(a) Each of the representations of the Issuer in the Lease and the Indenture is true and correct as if made on and as of the date of this Bond Purchase Agreement.

(b) Pursuant to an ordinance duly adopted by the Board of County Commissioners of the Issuer on September 19, 2025 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance is in full force and effect and has not been amended, modified or repealed.

(c) The Issuer is duly authorized under the Constitution and laws of the State of New Mexico (the "State") to issue the Bonds and to execute, deliver and perform its obligations under the Bond Documents and the Bonds, to pledge the security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its

obligations under, the Bond Documents and the Bonds have been duly and effectively taken; at or prior to the Closing Date, the Bond Documents shall be executed and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, and based on the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bond Documents shall be legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and shall be executed and delivered by the authorized officers of the Issuer; and based upon the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, the Bonds, when issued, delivered and paid for as herein provided, shall constitute the legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the Issuer's knowledge and belief, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or threatened against or affecting it wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way raises any question concerning the validity of the Bonds or the Bond Documents, nor to the best knowledge and belief of the Issuer is there any basis therefor.

(e) To the Issuer's knowledge and belief and without having undertaken any specific investigation, the execution, delivery and performance by the Issuer of the Bond Documents and the Bonds do not and will not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition and operation of the Project, as to which no representation or warranty or covenant is made).

(f) The statements contained in any certificate provided under this Bond Purchase Agreement and signed and delivered to the Purchaser by any authorized official of the Issuer will be deemed a representation and warranty by the Issuer to the Purchaser.

Section 4. Company Representations. The Company represents that, as of the date of this Bond Purchase Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified to do business in the State

and has or will obtain at the necessary time, all necessary licenses and permits to lease and operate the Project. To the Company's knowledge and belief, the Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Leased Property. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents.

(b) The approval by the Company of the Bond Documents and the execution, delivery and performance of its obligations under the Bond Documents, compliance by the Company with the provisions hereof and of any and all of the foregoing documents, the application by the Company of the proceeds of the sale of the Bonds for the purposes described in the Indenture, and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the organizational documents or operating agreement of the Company or any material agreement, indenture, mortgage, lease or instrument to which the Company is a party or by which the Company or any of its property is or may be bound or, to the Company's knowledge, any existing law or court or administrative regulation, decree or order which is applicable to the Company or any of its property, and do not and will not result in the creation or imposition of any lien of any nature upon any of the property of the Company, except for Permitted Liens.

(c) To the Company's knowledge and belief, no "Default," "Event of Default" or event which, with notice or lapse of time or both, would constitute a "Default" or an "Event of Default" under the Bond Documents has occurred and is continuing.

(d) The Company has duly authorized all necessary action to be taken by it for (i) the issuance and delivery of the Bonds by the Issuer upon the terms and conditions and for the uses set forth or described herein and in the Indenture; (ii) the approval of the Bond Documents; and (iii) the execution, delivery or receipt of and the performance, as applicable, of its obligations under the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the Company in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(e) The Company will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture and the Lease.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the knowledge and belief of the Company, threatened against or affecting the Company or its properties wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or (ii) the validity or enforceability in accordance with their respective terms of the Bond Documents.

(g) On or before the Closing Date, the Company will approve, execute and deliver the Bond Documents. This Bond Purchase Agreement is, and when executed and delivered the other Bond Documents will be, the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) To the knowledge and belief of the Company, all approvals, consents, authorizations, certifications, and other orders of any government authority, board, agency or commission having jurisdiction, and all filings with such entities, failure to obtain or make which would materially adversely affect the performance by the Company of its obligations hereunder or under the Bond Documents, have been duly obtained. All permits and approvals required for the acquisition and operation of the Project have been obtained or will be obtained in due course.

(i) Any certificate signed by an authorized officer of the Company delivered to the Issuer or the Purchaser in connection with the issuance of the Bonds will be deemed a representation and warranty by the Company to the Issuer and the Purchaser as to the statements made therein.

Section 5. Purchaser Representations. The Purchaser represents that, as of the date of this Bond Purchase Agreement:

(a) The Purchaser is a [corporation] duly organized and validly existing and in good standing under the laws of Delaware. The Purchaser has full right, power and authority to approve, enter into, deliver and perform its obligations under the Bond Documents to which it is a party.

(b) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds and subject to the requirements of the Indenture, particularly Section 4.06 thereof and the Bond form attached thereto as Exhibit A.

(c) The Purchaser understands that the Bonds are special, limited, and not general, obligations of the Issuer, are payable solely from the Basic Rent received by the Purchaser on behalf of the Issuer under the Lease and from the security therefor as described in the Indenture but from no other sources. It understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that the payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(d) The Purchaser understands that, pursuant to the terms of the Lease, the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption

price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under the Lease. As described in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Basic Rent under the Lease.

(1) Each of Purchaser, Issuer, and Company (each a "Party") agrees that, to the fullest extent permitted by applicable law, if at any time amounts (other than the PILOT Payments) are owing by a Party to the other Party under this Agreement or any other agreement between the same two parties, such Party may set off and apply any and all such amounts (whether now existing or hereafter arising, whether due or to become due, and whether liquidated or unliquidated but then determinable) against any and all amounts then owed by the other Party to such Party under this Agreement or any other agreement, in each case producing a single net amount owed by one Party to the other. The Parties state their intent to settle on a net basis to the extent legally enforceable. Any Party exercising setoff shall give prompt notice to the other Party (which notice may be provided after the fact or due to the related nature of the Company and Purchaser, be implicit by action), and shall provide reasonable supporting calculations upon request. The rights in this Section are continuing, unconditional, and survive termination of this Agreement and any other agreement.

(e) The Purchaser and the Company file consolidated public financial statements and are aware, at all times, of the financial position of the other Party. Accordingly, the Purchaser is deemed to have received copies of financial statements of the Company, has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position and the Project as it deems necessary in making its decision to purchase the Bonds.

(f) The Purchaser is duly and legally authorized to purchase the Bonds, has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes, noted however, that due to the payments being made between members of the US consolidated group for Federal Income Tax Purposes, such payments will not result in incremental US federal income taxes.

(g) The Purchaser understands that the Issuer has not undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser, for itself and for any subsequent holder of the Bonds, waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, sale or resale of the Bonds to or by the Purchaser or in connection with any statement or representation which induced the Purchaser to purchase the Bonds.

(h) The Purchaser has received and reviewed copies in draft and final form of the Bond Documents and the Bond Ordinance.

(i) At or prior to the Closing Date, the Purchaser shall duly execute and deliver this Bond Purchase Agreement and the Indenture and assuming the due authorization and execution thereof by the other parties thereto, this Bond Purchase Agreement and the Indenture will constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(j) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (A) the Securities Act of 1933, as amended, or (B) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond certificates or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and the terms of the Bonds.

(k) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which the Bonds are offered and sold as a unit.

(l) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser will not constitute a default under any other material agreement by which the Purchaser is bound.

Section 6. <u>Indemnification</u>.

(a) The Company agrees to indemnify, defend and hold harmless all officials, commissioners, officers and employees of the Issuer and each person, if any, who has the power to direct or cause the direction of the management and policies of the Issuer (the "Indemnified Parties") against any and all losses, claims, damages, liabilities, joint or several, or any expenses related thereto whatsoever arising out of or in connection with or caused by any pledge, offering, sale, resale or delivery of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement made by Company to any person or caused by an omission or alleged omission by Company in connection with the Bonds or the pledge, offering, sale, resale or delivery thereof.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer (provided that such approval by the Issuer shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses and the right to participate in negotiations and to consent to settlement. If any Indemnified Party is advised in a written opinion of counsel, which is also addressed to the Company, that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval by the Company shall not be unreasonably withheld, conditioned or delayed). If the Company shall have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer or in the event it is determined the defense of such Indemnified Party should be handled by separate counsel within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such action with or without consent, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The covenants and agreements of the Company herein contained shall survive the delivery of the Bonds.

(b) The Company will not be obligated to indemnify the Issuer or any of the Indemnified Parties under subsection (a) if a court with competent jurisdiction finds that the liability in question was caused by the willful misconduct or gross negligence of the Issuer or one or more of the involved Indemnified Parties.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Bond Purchase Agreement will be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer and the Company will have been taken, and the Issuer and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(1) the opinion of [Rodey, Dickason, Sloan, Akin, & Robb, P.A.], Bond Counsel, substantially in the form set forth in Exhibit A;

(2) the opinion of Rodey, Dickason, Sloan, Akin, & Robb, P.A., New Mexico counsel to the Company and the Purchaser substantially in the form of Exhibit B;

(3) the opinion of counsel to the Issuer, substantially in the form set forth in Exhibit C;

(4) a certificate of and with reference to the Issuer signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(5) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(6) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in subsections (a) and (d) of this Section 7; and

(7) a certificate of the Depositary signed by a duly authorized officer of the Depositary, to the effect that (A) he or she is an authorized officer of the Depositary; (B) the Indenture has been duly executed and delivered by the Depositary; (C) the Depositary has all necessary corporate powers required to execute and deliver, and to perform its obligations under, the Indenture; and (D) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative

regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound.

If any conditions to the obligations of the Purchaser or the Issuer under this Bond Purchase Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser and the Issuer, (x) the Closing Date will be postponed for such period, not to exceed seven days, as may be necessary for such conditions to be satisfied or (y) the obligations of the Purchaser and the Issuer under this Bond Purchase Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Bond Purchase Agreement; provided however that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer.

Section 8. Assignment. The Purchaser shall be entitled to assign the Bond and its rights under this Agreement in accordance with the terms and conditions of the Bond, the Bond Resolution and the Bond Documents (including this Agreement).

Section 9. Amendment. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by the Issuer, the Company and the Purchaser.

Section 10. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Company and the Purchaser and their respective officers set forth in or made pursuant to this Bond Purchase Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 11. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of any other jurisdiction.

Section 12. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 13. Severability. If any section, paragraph, clause or provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Purchase Agreement.

Section 14. Incorporation of Indenture Provisions. Each of the provisions of Sections 11.01, 11.02, 11.03, 11.05, and 11.06 of the Indenture is incorporated in this Bond Purchase Agreement.

(*Remainder of page intentionally left blank*)

IN WITNESS WHEREOF, the Issuer, the Company and the Purchaser have caused this Bond Purchase Agreement to be executed by their duly authorized officers, as of the day and year first above written

DOÑA ANA COUNTY, NEW MEXICO

By:____________________________________
[Vice]Chair of the Board of County Commissioners

(Signature Page BPA Project Jupiter Subseries 2025C-[1/2/3/4] - Issuer)

4943104v2

[PURCHASER]

By:________________________________

(Signature Page BPA Project Jupiter Subseries 2025C-[1/2/3/4] – Purchaser)

GREEN CHILE VENTURES LLC

By: ________________________________

(Signature Page BPA Project Jupiter Subseries 2025C-[1/2/3/4] – Company)

EXHIBIT A

[Bond Opinion]

EXHIBIT B

[Company & Purchaser Opinion]

EXHIBIT C

[Issuer Opinion]

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN Doña Ana County, New Mexico (the "County") and Project Jupiter, by and through its affiliated development entities (collectively, the "Companies")

RECITALS

WHEREAS, the County desires to encourage economic development and job creation within the County, consistent with applicable laws, policies, and procedures;

WHEREAS, the Companies propose to develop a hyperscale data center campus, together with a co-located microgrid (a self-contained energy system consisting of power generation and battery storage), infrastructure for power generation, and related assets (collectively "Project Jupiter" or the "Project");

WHEREAS, the Project is proposed to be located on approximately 1,400 acres southeast of the intersection of Highway 136 and Highway 9 ("Project Site"). The Project shall be located in Doña Ana County, with all or a portion of Parcel IDs 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264 being part of the Project, as well as easement rights with respect to Parcel IDs 4008150264264, 4008151267243, 4008152270275, 4009152262275, 4009153263277, 4009154265264, 4010154265265, 4010155265265, 4010156265266, 4011156266268, 4011157269262, 4011158270265, 4011159270264, 4011160271268, 4011161274265, 4011162275269, 4011163264265, 4010163265265, 4010164392132, 4010162200200, 4010164170338, 4010165264264, 4010166264265, 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4010168264263, 4010169264264, 4011169264264, 4012169274282, 4012168345512 4013169297270, and 4014169264264 where some Project property may be located;

WHEREAS, the Project Jupiter team consists of three companies and their affiliated entities ("Companies") who will have roles in the development and operation of the campus, with future agreements to outline the specific responsibilities and roles of each;

WHEREAS, the Companies have entered into discussions regarding an Economic Development Term Sheet outlining the principal commitments of Project Jupiter;

WHEREAS, the Companies and the County (collectively, the "Parties") now desire to memorialize their mutual understanding of such commitments in this non-binding Memorandum of Understanding ("MOU") to provide a framework to memorialize business points associated with the Project's Industrial Revenue Bond Ordinance.

1. PURPOSE

1.1. The purpose of this MOU is to set forth the general terms and conditions agreed to by the Parties regarding Project Jupiter, in support of the negotiation and execution of definitive agreements.

2. PROJECT OVERVIEW

2.1. The Companies commit to an initial capital investment of at least $50 billion within the first five years of the financing term, with a maximum aggregate investment of up to $165 billion over a thirty (30) year financing term.

2.2. Construction is expected to commence in Q4 2025, pending approval of permits and industrial revenue bonds (IRBs) and related LEDA agreements, with initial capacity operational in Q4 2026 and completion of the initial 400-acre phase, including the microgrid, by Q3 2028.

2.3. The Project is committed to creating a minimum of 750 new full-time equivalent jobs and 50 part-time jobs within three years of commencing operation of the facility.

2.4. During the construction period, anticipated to occur from 2025–2028, the Project expects at least 2,500 construction jobs onsite.

2.5. To maximize local participation, the Project will work with its general contractors, subcontractors, and facility operators to develop a strategy to inform, recruit, and prioritize local residents and businesses for both construction and long-term operational roles. This includes commitment to a **"Doña Ana County First"** hiring strategy, working with the County to prioritize hiring locally. Project Jupiter is committed to creating a centralized project website with job board and hiring information, hosting informational sessions and creating a local vendor registry to prioritize Doña Ana County hiring. Project Jupiter is committed to hiring locally to provide opportunities for New Mexicans.

3. PROJECT JUPITER COMMITMENTS

The Project Jupiter commitments included herein are not exhaustive and not intended to capture the full extent of the benefits it expects to bring to Doña Ana County. This list is intended to memorialize the specific Project commitments associated with the Industrial Revenue Bond (IRB) package.

3.1. **Investment.** The Project anticipates a maximum aggregate investment of $165,000,000,000 ($165B) over the duration of the 30-year IRB term.

3.2. **Job Creation.** The Project is committed to creating a minimum of 750 new full-time equivalent jobs and 50 part-time jobs within three years of commencing operation. These jobs will be located on the Project Site in Doña Ana County and will not be remote positions.

3.3. Wages. These jobs will have an average annual wage between $75,000 and $100,000.

3.4. **Utilities**. The Parties acknowledge that the following infrastructure improvements are currently known to be required to support the Project. These infrastructure improvements are described below and subject to change as the project advances.

3.4.1. **Potable Water** – Water to be utilized for ongoing operations will be treated drinking water provided by CRRUA/County. The data center will use a closed-loop cooling system, limiting overall water usage compared to traditional data centers. The daily operational water use for the full data center campus buildout will be an average of 20,000 gallons per day with a maximum peak use capped at 60,000 gallons per day. The Project agrees that it will fund the design, permitting and construction associated with any required extensions of public water main to connect to the existing water infrastructure along Highway 136 and serve the Project site. In the event the County determines there is a benefit to upsizing this proposed infrastructure to facilitate other needs in the County, Project Jupiter is open to including this in the Project design.

3.4.2. **Domestic Sewer** - The Project requires construction of an onsite lift station on the northern portion of the site and offsite extension of force main to tie into CRRUA infrastructure. The Project agrees that it will fund the design, permitting and construction associated with any required extensions of force main to interconnect to existing wastewater infrastructure along Highway 136 and serve the Project site. The Project is engaging with CRRUA and Doña Ana County to understand the design parameters of the regional lift station, as shown on the Santa Teresa Strategic Infrastructure Plan, with the goal of identifying opportunities to upsize the onsite lift station to incorporate the regional needs in addition to the Project wastewater discharge needs.

3.4.3. **Roadway Improvements** – The Project will align with Doña Ana County and NMDOT regarding the construction of the necessary offsite roads to connect the Project site to Highway 136.

3.4.4. **Onsite Microgrid** - Project Jupiter will power itself with an onsite microgrid that includes natural gas generation, large-scale battery storage, and is actively exploring renewable energy integration in accordance with HB93. The microgrid and energy generated by the microgrid and used by the data center will be paid for by the Project. The campus will not impact existing customers' power reliability or costs. HB 93 further requires that by 2045, all power from qualified microgrids must come from net zero carbon resources, aligning with the state's energy transition goals. All systems will meet or exceed federal and state air quality standards.

3.5. **Environmental Studies.** As part of the site diligence activities to date, a Phase I Environmental Site Assessment has been completed and there are no Recognized Environmental Concerns or issues of note on the Project Site. Environmental reviews are a required part of the permitting process, and the Project will submit all environmental analyses required by state and local regulations. Project Jupiter is working with the applicable County, State, and federal agencies to complete all necessary studies before construction begins. These reviews cover water use, air quality, noise, stormwater, and overall environmental impacts. All systems will meet or exceed federal and state air quality standards.

3.6. **Payment in Lieu of Taxes (PILOT).** To provide the County with a stable, predictable revenue stream during the 30-year bond term, the Project will provide **a fixed annual Payment in Lieu of Tax ("PILOT")** to commence in the first year of data center facility operations (currently anticipated to be 2026) as shown in Table A-2 of Appendix A ("PILOT Payment"). The PILOT Payment shall be paid annually on or before December 31st, commencing during the first year of operations of the first data center building. The last year of the PILOT Payment shall be the last year the Project is subject to the property tax abatement. The final PILOT payment (Payment Number 30) will be made on or before the lease expiration of 2025A, 2025B and 2025C series.

3.7. Recognizing the critical importance of safe and reliable drinking water in the Doña Ana County region, the Project is committing to **contribute $50,000,000 through New Mexico's Local Economic Development Act ("LEDA") GRT Share program** to directly support this need. The disbursement of these funds should be prioritized to ensure clean and reliable drinking water is accessible to all within the County and other partners' service areas and be applied toward essential water and wastewater infrastructure improvements to ensure long-term water security and sustainability for the region.

3.8. In addition to the annual PILOT outlined in Appendix A, the Project proposes **Supplemental Community Investment Funds** to support key and timely community priorities, outlined in Appendix B.

4. COUNTY COMMITMENTS

To support the Project, acknowledge the transformative impact the Project will have on Doña Ana County, and ensure the County remains competitive with other nationwide locations being considered, the Project requests Doña Ana County commit to providing the following

4.1. **Industrial Revenue Bonds (IRBs).** Support the authorization and issuance of Industrial Revenue Bonds under the State's Industrial Revenue Bond program with a maximum principal amount not to exceed **$165,000,000,000 ($165B)** in aggregate. Bonds will be drawn down in various stages over an estimated 3-year time horizon for initial construction, and then at future intervals to align with equipment refreshes. Upon the closing of each bond issuance, the County will take record title to the Project property in accordance with the appropriate State and County statutes for IRB transactions.

4.2. **Property Tax Abatement.** The County agrees to provide a full (100%) abatement of real and personal property taxes associated with the Project for a term of 30 years. This abatement will apply to all qualifying improvements and equipment related to the data center development and installed on the Project Site, and will be offset by the aforementioned PILOT payments.

4.3. **Gross Receipts Tax Deduction**. Support the Project in obtaining from the State of New Mexico (the "State") all necessary Non-Taxable Transaction Certificates (NTTCs) to enable applicable gross receipts tax exemptions for eligible property.

4.4. **LEDA / GRT Share Participation**. Collaborate with the Project and the State in securing approval under LEDA for the State's "LEDA GRT Share" program; administer LEDA grant funding and reimbursements to support project infrastructure in accordance with program requirements

4.5. **Local Engagement Support**. To acknowledge time is of the essence to commence all permitting and construction of the Project, the County will actively facilitate engagement between the Project team and relevant local permitting offices, utility providers, and other public agencies; assist in navigating applicable permitting processes and procedures; and provide reasonable support in securing any required offsite easements or rights-of-way, including, where legally permissible, the use of public authorities or eminent domain. The County will also a) collaborate with state and federal permitting agencies to facilitate their active support for an accelerated review and approval process and b) support Project team applications for state statutory incentives including tax credits and workforce training assistance.

4.6. **Permitting Fee Structure**. The County and Project Jupiter agree to a set permit fee structure as shown in Appendix A, Table A-1.

4.7. **Non-Discriminatory Treatment.** The County will not impose special assessments, taxes, fees, or utility rates on the Project that are disproportionate to those applied to similarly situated developments within the County. Additionally, the Project will be exempt from standard building permit fees under the Doña Ana County fee schedule and instead will accept the alternative payment structure outlined in the Project Commitment section of this agreement.

5. CONDITIONAL NATURE

5.1. This is a conditional **MOU** only and shall be conditional on the Parties. This **MOU** does not address all matters upon which agreement must be reached for the proposed transaction to be consummated. Neither party may claim any legal rights against the other by reason of any action taken in reliance upon this non-binding **MOU** including, without limitation, any partial performance of the transactions contemplated herein.

6. TERM

6.1. This **MOU** shall remain in effect until execution of definitive agreements or termination by written notice.

7. MISCELLANEOUS

7.1. Governing Law. This MOU shall be governed by New Mexico law.

7.2. Counterparts. This MOU may be executed in counterparts.

7.3. Entire Understanding. This MOU, with Appendices, constitutes the full understanding of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding.

DOÑA ANA COUNTY, NEW MEXICO
By: ____________________________
Name:
Title:
Date:

PROJECT JUPITER
By: ____________________________
Name:
Title:
Date:

APPENDIX A: PROJECT JUPITER PILOT AND PERMIT FEE STRUCTURE

Table A-1: Permit Fee Structure

Year	Annual Payment
2025	**$500,000**
2026	**$1,500,000**
2027	**$1,500,000**
2028	**$1,000,000**
Total Payments to County	**$4,500,000**

Table A-2: PILOT Payment Structure

Year	Annual Payment
Annually	**$12,000,000**
Total Payments to County (30 Years = 30 Payments)	**$360,000,000**

Table A-3: PILOT Payment Structure Allocation

Bond Series	Annual PILOT Payment*	Estimated County Allocation	Estimated School Allocation**
Series A	$3,000,000	TBD	TBD
Series B & C	$9,000,000	$9,000,000	$0
Total	**$12,000,000**	**TBD**	**TBD**

*Annual PILOT Payment is inclusive of all specific County levies. The County shall disburse the PILOT in a manner that benefits the public or County in accordance with all local and state statutes, including NM Stat § 4-59-4 (2024).

** Per NM Stat § 4-59-4 (2024), a portion of the Series A PILOT payment will be directed to schools. The estimated school allocation shown is based on the current County millage rates and subject to change over the 30-year term due to fluctuations in the County mill.

APPENDIX B: SUPPLEMENTAL COMMUNITY INVESTMENT FUNDS

Supplemental Community Investment Funds (Value $6.9M)

In addition to the annual PILOT and permit fee payment structures outlined above, the Project proposes the following supplemental Community Investment Funds to support key and timely community priorities. These funds will be paid directly to Doña Ana County for disbursement and will be paid on or before December 31, 2026 (with exception of the Habitat Restoration Project funds, where a portion will be paid over 10 years as described below)

- **Local Workforce Development Education Fund (Value: $4.0M):** To further support the joint goal of the Project and the community to prioritize a local Doña Ana County and New Mexico workforce, the Project will make a $4.0M contribution to support university, college, and high school workforce development programs. This contribution will benefit construction of a Career and Technical Education (CTE) Facility for Las Cruces Public Schools, support a new Public Safety Campus serving Otero and Doña Ana counties and support the New Mexico State University Workforce Program.
- **Doña Ana Community Fund (Value: $1.5M):** To bring additional direct value to the community, the project will make a one-time contribution of **$1.5M** for key local initiatives. This contribution will support Phase I of construction of a new Boys and Girls Glub of Las Cruces at the El Paseo site within the county.
- **Advancement of Desalination for Doña Ana County Clean Drinking Water (Value: $250K):** Although the data center campus will not require water for industrial cooling, the Project recognizes the regional importance of a long-term drinking water solution and increased system capacity and redundancy through construction of a proposed desalination plant. To support this effort, the Project will contribute **$250,000** to help fund the recently closed RFP to advance the evaluation and exploration of this solution.
- **Doña Ana County Community College Regional Connectivity Contribution (Value: $150K):** In an effort to advance Doña Ana Community College's goal of providing a reliable source of transportation between the Las Cruces and Santa Teresa campuses, the Project proposes a one-time contribution of **$150,000** to Doña Ana Community College for regional connectivity.
- **Doña Ana County Habitat Restoration Projects (Value: $1.0M):** In an effort to preserve, improve and protect key habitats around the county, the Project will contribute a one-time payment of $500,000 to advance this cause. In addition, the Project will contribute an additional $50,000 for ten years to this cause.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Economic Development Office	September 19, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	11
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE AN ORDINANCE FOR [RED CHILES A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES C, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES D, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, AND TOGETHER WITH THEIR SUCCESSORS, ASSIGNS AND AFFILIATES, "RED CHILES")] AND YUCCA GROWTH INFRASTRUCTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS, ASSIGNS AND AFFILIATES, "YUCCA GROWTH" AND TOGETHER WITH RED CHILES, THE "COMPANIES") PURSUANT TO THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA).

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The New Mexico Economic Development Department has proposed a Local Economic Development Act (LEDA) award to go toward the project. The company will establish operations and will employ a minimum of 750 full-time personnel.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Notice of publication
Ordinance
Public Participation Agreement (PPA)

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 9/8/2025
Christina Ainsworth, Community Development Director	Approved - 9/8/2025
Asma Dawood, Finance Director	Approved - 9/8/2025
Scott Andrews, County Manager	Final Approval - 9/9/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____________, 2025 by and among **DOÑA ANA COUNTY, NEW MEXICO** (the "County"), a political subdivision of the State of New Mexico (the "State"), the **NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT** ("EDD") and **Red Chiles A, LLC**, a Delaware limited liability company, **Red Chiles B, LLC**, a Delaware limited liability company, **Red Chiles C, LLC**, a Delaware limited liability company, and **Red Chiles D, LLC**, a Delaware limited liability company ("Red Chiles") and Yucca Growth Infrastructure, LLC, a Delaware limited liability company ("Yucca" and together with Red Chiles, the "Companies").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), adopted on September 22, 2009, the County established the Doña Ana County Economic Development Plan (the "Plan") as the County's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Economic Development Plan Ordinance, the County considered an application from the Companies, which proposed that the County serve as local government conduit for a share of all New Mexico gross receipts taxes ("GRT") collected in connection of the construction of the Companies' development of "Data Centers" and associated "Data Center Facilities" consisting of an anticipated four data centers and related infrastructure and facilities located in Doña Ana County, New Mexico (the "Project"). The Companies and their tenant or tenants will construct and occupy the "Data Centers" and Data Center Facilities and construction will be completed by [October 20], 2035..

D. The County has adopted Ordinance No.___________-2025 ("Project LEDA Ordinance") finding that the Companies are each a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Companies.**

   a. **Facility.** The Companies will establish Data Centers and Data Center Facilities located at the project site identified in **Exhibit A** attached hereto and incorporated by reference in Doña Ana County, New Mexico (collectively, the "Facility").

   b. **Investment.** The Companies will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately up to $25,000,000,000 by [October 20], 2035 (the "Project Contribution").

   c. **Job Creation.** Approximately seven hundred (700) total full-time employees are anticipated as being employed at the Project by December 31, 2031 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees at the Project. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

   d. **Sustainability.** Although the Companies intend to have a long-term presence in the County, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until the earlier of [October 20], 2030 or the expenditure of $350,000,000 in construction expenses that are subject to GRT.

3. **The Public Contribution**

   a. The County and the State agree to distribute 50% of the County's GRT increments dedicated to the general fund generated by the taxable expenses related to the construction of the Project, as contemplated under Section 5-10-17(B) NMSA 1978 (the "County Increment") and 50% of the State's GRT increment dedicated to the general fund generated by the taxable expenses related to the construction of the Project, as contemplated under Section 5-10-17(A) NMSA 1978 (the "State Increment" and together with the County Increment, the "GRT Increments")the designated portion of the County GRT Funds and State GRT Funds collected and generated by expenses related to the construction on this Project to the Company through [October 20], 2035. It shall be the obligation of the Companies to provide the County with funds delivery instructions, including the name of the account, name of the bank, ABA number, account number and contact info for a representative of the Companies to coordinate funds transfer.

b. The County and the State will provide to the Companies as soon as it is available from the New Mexico Taxation and Revenue Department the specific reporting code for this Project.

c. The Companies agrees to provide to the County and the State all documentation as required in Section 5-10-17(A)(5) NMSA 1978, enacted by Chapter 2 of Laws 2021 of the first special session of the fifty-fifth legislature, prior to the end of each month so that the County and the State will have sufficient time to confirm and verify all funds have been duly submitted and collected.

d. The Companies will require all contractors and subcontractors to provide monthly to the Companies their CRS-1 (or its equivalent) filing along with proof of payment to New Mexico Taxation and Revenue Department.

e. On a monthly basis, beginning one hundred twenty (120) days after the first receipt of CRS-1 (or its equivalent) documentation from the Companies, the State, in accordance with the schedule set by the New Mexico Taxation and Revenue Department, will transfer designated portions of the County general fund GRT funds and State GRT funds (collectively "GRT Share Distribution") collected from the Project to the County for disbursement to the Company.

f. The County in turn will disburse the funds to the Company within 30 business days of receipt.

4. **<u>Company Agreement to Dedicate Funds</u>**

a. Company hereby agrees to dedicate the first fifty million dollars ($50,000,000) of their GRT proceeds back to the County to be held in a separate fund to be used exclusively for water and/or wastewater improvements in southern Doña Ana County. The County will have sole discretion of the use of the funds as long as the expenditure is related to water and/or wastewater.

b. Once the special water and wastewater fund has reached the fifty-million-dollar ($50,000,000) milestone all remaining distributions will be distributed to the Companies per Section 3.

c.

5. **<u>GRT Share Clawback</u>**

a. If by [October 20], 2035, the Companies' construction investment is less than three hundred fifty million dollars ($350,000,000), the Companies will pay a penalty equal to 100% of the GRT Share Distribution received.

b. If at any time after December 31, 2027, the Company reaches a total construction investment of four hundred million dollars ($400,000,000), the State and County will waive any and all Clawback penalties related to the GRT Share Distribution. This does not release any other clawback penalties.

5. **No Offset of County costs.** The County may not offset any internal costs or overhead charges for review or processing of disbursement requests against the disbursement request or the State Increment.

6. **Reporting**

   c. **Job Reporting.** The Companies shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the County beginning with January 31, 2026, and continuing every April 30, July 31, and October 31, thereafter until the completion of this Agreement. The State will provide copies of all such reports to the County, or the State may request a copy of the Companies' quarterly employment reports at any time while this Agreement is in effect and the Companies agree to provide such documents. The Companies acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Companies are in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Companies will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein

   d. The Companies shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development Department; completion shall be no later than February 28 of each year beginning in 2027. This will reflect actual economic activity and job creation by the Companies for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year during the time of this PPA will subject the Companies to a 10% clawback of all funds received.

7. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

8. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County or EDD staff beginning on June 30, 2026, and every year thereafter until this Agreement terminates. The review will evaluate whether the Project meets the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The County or State may request that the Companies provide data and information to assess the broader economic impact of the Project, but the

Companies shall not be required to divulge information or documents they consider confidential or proprietary.

If the requirements are not met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project.

9. **Termination**. This Agreement shall terminate at the close of business on [October 20], 2035, or when otherwise terminated by ordinance.

10. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

11. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of Doña Ana County.

12. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

13. **Miscellaneous.** This Agreement binds and inures to the benefit of the County and the Companies and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the County and the EDD, the Companies may assign this Agreement to any affiliate or other member of the Companies that agrees in writing to assume and perform all of the Companies' obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**

All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the County:
Doña Ana County with copy to the County Attorney
Attention: County Manager
845 North Motel Boulevard
Las Cruces, New Mexico 88007-8100
Tel: (575) 525-5802

If to the Company:
[]
[]
[]

Effective Date: [October 20], 2025

Attachment:

1. Project Site

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO
By the DOÑA ANA BOARD OF
COMMISSIONERS, a government
Entity organized and existing under
The laws of the State of New Mexico

By ____

Name __Scott Andrews________________

Title ____County Manager______________________

RED CHILES A, LLC, a Delaware limited liability company

By ____

Name: ____________________________________

Title: _____________________________________

RED CHILES B, LLC, a Delaware limited liability company

By ____

Name: ____________________________________

Title: _____________________________________

RED CHILES C, LLC, a Delaware limited liability company

By ____

Name: ____________________________________

Title: ______________________________________

RED CHILES D, LLC, a Delaware limited liability company

By ____

Name: ____________________________________

Title: ______________________________________

YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company

By ____

Name: ____________________________________

Title: ______________________________________

EXHIBIT A

PROJECT SITE

[Parcel IDs may change as a result of Lot Line Adjustments and to readd Parcel IDs that have most recently been removed as the Companies continue to refine their plans]

[Fee Parcel IDs: 4013169297270, 4013168307484, 4014169264264, 4014168260459, 4012168399371, 4012168132132, and 4011168264264

Partial Interest Parcel IDs: 4009166254254, 4010166063456, 4010167181243, 4010167465267, 4011169264264, 4012169274282, and 4012168345512]

[Partial interest parcels relate to easements]

DOÑA ANA COUNTY, NEW MEXICO
ORDINANCE NO. 2025-[__]

AN ORDINANCE APPROVING LEDA PROJECT FOR [RED CHILES A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES C, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RED CHILES D, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, AND TOGETHER WITH THEIR SUCCESSORS, ASSIGNS AND AFFILIATES, "<u>RED CHILES</u>")] AND YUCCA GROWTH INFRASTRUCTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS, ASSIGNS AND AFFILIATES, "<u>YUCCA GROWTH</u>" AND TOGETHER WITH RED CHILES, THE "<u>COMPANIES</u>") PURSUANT TO THE LOCAL ECONOMIC DEVELOPMENT ACT AND THE DOÑA ANA COUNTY ECONOMIC DEVELOPMENT PLAN; APPROVING ECONOMIC ASSISTANCE TO THE COMPANIES FOR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF DATA CENTER FACILITIES TO BE LOCATED IN DOÑA ANA COUNTY, NEW MEXICO (THE "<u>COUNTY</u>"); AUTHORIZING THE EXECUTION OF A PROJECT PARTICIPATION AGREEMENT AMONG THE COMPANIES, THE STATE OF NEW MEXICO (THE "<u>STATE</u>"), AND THE COUNTY (THE "<u>AGREEMENT</u>") AND SUCH OTHER AGREEMENTS AS ARE NECESSARY OR CONVENIENT TO PROVIDE THE APPROVED ECONOMIC ASSISTANCE TO THE COMPANIES; AUTHORIZING THE EXECUTION OF ALL OTHER NECESSARY DOCUMENTS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978, as amended (the "<u>Act</u>"), authorizes municipalities and counties to provide certain economic assistance to qualifying entities as defined under the Act; and

WHEREAS, pursuant to the Act, the Board of County Commissioners (the "<u>Commission</u>") has adopted County Ordinance No. 246-2009, which approved the Doña Ana County Economic Development Plan, as amended from time to time (the "<u>LEDA Plan</u>"); and

WHEREAS, the purpose of the LEDA Plan is to allow public support of economic development projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources; and

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WHEREAS, pursuant to the Act and the LEDA Plan, the Companies have applied for and requested that the County and State provide them with certain economic assistance in connection with the reimbursement of eligible expenditures associated with the costs of the acquisition, construction, and improvement of data center facilities and related infrastructure and facilities by the Companies (the "Project"); and

WHEREAS, the contributions made to the Project pursuant to this Ordinance would be in exchange for certain commitments made by the Companies; and

WHEREAS, the Act and the LEDA Plan require each of the State and the County to enter into a project participation agreement with the Companies meeting the requirements of the Act and the LEDA Plan, including as to LEDA contributions supporting the Project and funded to the Companies from the dedication by: (i) the State of fifty percent of the state gross receipts and compensating tax increments generated by the taxable expenses related to the construction of the Project for ten years and available for dedication to the Project; and (ii) the County of fifty percent of the local gross receipts dedicated to the general fund, and compensating tax increments generated by the taxable expenses related to the construction of the Project for ten years and available for dedication to the Project; and

WHEREAS, the County staff, with assistance from the State Economic Development Department, has worked with the Companies to prepare, and has negotiated the terms of, the Agreement with the Companies,

WHEREAS, the total amount of public money expended and the value of credit pledged in each fiscal year in which money is expended by the County for the Project (and any other approved projects) pursuant to the Act does not and will not exceed ten percent (10%) of the general fund expenditures of the County in such fiscal year; and

WHEREAS, after having considered the Project and the Agreement, the Commission has concluded that the benefits of the Project to the County will be substantial, that it is desirable and necessary at this time to authorize the County to enter into the Agreement and such other agreements as are necessary or convenient to provide assistance to the Companies consistent with the Act, and that the County's provision of the assistance contemplated by the Agreement will constitute a valid public purpose under the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY:

Section 1. Findings. The Commission finds that: (a) the Companies are each qualifying entities as defined in Subsection 5-10-3(J) NMSA 1978; (b) that under the Agreement the Companies will provide substantive contributions for the Project as described in Section 5-10-10(B) NMSA 1978; (c) the Agreement complies with the requirements of the Act; (d) the benefits of the Project to the County, in terms of increased tax revenues and other benefits arising from retained and sustained employment, exceed the cost to the County of providing to the Companies the assistance specified in the Agreement; and (e) the Agreement sets out (i) the contributions to be made by the County and the Companies to the Project, (ii) the security provided to the County by the Companies and the Companies' pledge of financial or material participation and cooperation to guarantee the Companies' performance, (iii) a schedule for project development and completion, including measurable goals and time limits for those goals, and (iv) provisions for performance review and actions to be taken upon a determination that performance is unsatisfactory.

Section 2. Approval of the Project and the Agreement. The County hereby approves the Project and the Agreement in the form presented to the Commission with this Ordinance, which provides, among other things, that the County will direct to the Project 50% of the County's gross receipts and compensating tax increments generated from the taxable expenses related to the construction of the Project for ten years (the "LEDA Project Funds"), such amount to be applied to a portion of the costs of the Project, in exchange for which the Companies will complete the Project and otherwise comply with the terms of the Agreement. There is hereby appropriated for the Project the LEDA Project Funds generated by the Project.

Section 3. Authorization. The form, terms, and provisions of the Agreement in the form presented to the Commission with this Ordinance, are in all respects approved and authorized, and the County shall enter into such Agreement and such other agreements as are necessary or convenient to provide assistance to the Companies consistent with the Act. The Chair or Vice Chair acting in his or her absence, is authorized to execute the Agreement, with only such changes as are not inconsistent with this Ordinance or such changes as may be recommended by County's legal counsel. The Chair, County Manager and other officers of the County are hereby authorized and directed to execute and deliver all other necessary documents, and to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 4. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Repealer. All bylaws, ordinances, resolutions, and orders, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, ordinance, resolution, or order, or part thereof, previously repealed.

Section 6. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of ordinances of the County kept for that purpose and this Ordinance shall be in full force and effect 30 days thereafter, in accordance with law.

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Passed and Adopted this 19th day of September 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY. NEW MEXICO

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Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

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Susana Chaparro, District 4, Vice Chair **For/Against**

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Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

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Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	September 19, 2025
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	12
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

CORRESPONDENCE RECEIVED BY DOÑA ANA COUNTY.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant — Created -
Asma Dawood, Finance Director
Amanda López Askin, County Clerk

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**