

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**

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:

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 constructing, acquiring, equipping and installing improvements for a microgrid, power generation, battery storage, 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.

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 [___], 2025, or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the “Closing Date”).

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.

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, Applicable Environmental Law, or other similar law or regulation applicable to the Leased Property or the Project. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents, and to provide for the operation and management of the Leased Property and Project.

(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 neither the execution of the Bond Documents nor the consummation of the transactions contemplated herein and in the Bond Documents 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) 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 neither occurred nor 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, or the actions taken or contemplated to be taken by the Company, nor to the knowledge of the Company, is there any bases therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or the Bond Documents, 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) 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.

(j) The Company is not in violation of any provisions of, or in default under any statute, indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its business or financial condition.

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. The Purchaser 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 municipality, 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 or municipality thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision or municipality 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, that the Company may pay, discharge and redeem the Bonds by offsetting amounts owed under the Bonds to the Purchaser against monies owed to the Company by the Purchaser, including but not limited to monies advanced by the Company to the Purchaser in anticipation of making Bond advances under the Indenture. The Company shall give prompt notice to the Purchaser of the exercise of such setoff (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.

(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 neither the Issuer nor any of its officials, consultants, counsel or agents has 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, applicable securities laws, 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.

6. Indemnification.

(a) The Company and the Purchaser will jointly and severally indemnify, defend and hold harmless the Depository, each agent and employee of the Depository, all officials, commissioners, officers, officials, agents, and employees of the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer (each, and "Indemnified Party" and, collectively, 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 the Project, the issuance of the Bonds, 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 or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser in writing, and the Company and the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and the Purchaser 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 (including reasonable counsel fees and 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 the Purchaser, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company and the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company and the Purchaser 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 and the Purchaser (which approval by the Company and Purchaser shall not be unreasonably withheld, conditioned or delayed). If the Company and the Purchaser 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 and the Purchaser. 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 and the Purchaser. The Company and the Purchaser shall not be liable for any settlement of any such action effected without the written consent of the Company and the Purchaser, but if settled with the written consent of the Company and the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser agree 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 and the Purchaser herein contained are joint and several shall survive the delivery of the Bonds.

(b) The Company and the Purchaser 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.

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, Purchaser and the Company will have been taken, and the Issuer, Purchaser 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.

(8) An investor letter from the Purchaser in the form of the Certificate of Qualified Investor attached to the Indenture.

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 or 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.

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).

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.

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.

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.

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.

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.

14. Limitation of Issuer's Liability. No agreements or provisions contained in this Agreement 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 Bond proceeds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer, its officials, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the Basic Rent available under the Lease and the Indenture provided by the Company and pledged to the payment of the Bonds, and their application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in this Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer, its officials, employees, agents and members of its governing body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds. None of the provisions of the Bond Documents 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 under the Bond Documents. Nothing in this Agreement 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 in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under the Lease or the Indenture provided by the Company and pledged to the payment of the Bonds.

15. 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.

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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

DRAFT

(Signature Page BPA Project Jupiter Series 2025A - Issuer)

DRAFT

[PURCHASER]

By:_____

DRAFT

YUCCA GROWTH INFRASTRUCTURE, LLC

By: _____

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(Signature Page BPA Project Jupiter Series 2025A – Company)

EXHIBIT A

[Bond Opinion]

DRAFT

EXHIBIT B

[Company & Purchaser Opinion]

DRAFT

EXHIBIT C

[Issuer Opinion]

DRAFT