DOÑA ANA COUNTY, NEW MEXICO

RED CHILES [A/B/C/D], LLC

RED CHILES SUB [A/B/C/D], LLC

AND

CITIBANK, N.A., 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.

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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"), RED CHILES SUB [A/B/C/D], LLC, a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), and CITIBANK, N.A., 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 (the "Tenant"), lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 367-2025, 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. The Purchaser acknowledges that the security interest granted to it in the Lease and the Leased Property shall at all times be junior and subordinate to

any security interest in the Leased Property granted by the Company pursuant to any Company Financing regardless of when the Company Financing and any security interest granted thereunder is imposed.

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) without having conducted any independent investigation thereof, and without representation as to the validity or enforceability of the Bonds, the Issuer is not aware of any act, or condition 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, the Bond Purchase Agreement and the Sub-sublease.

"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.

"Certificate of Qualified Investor" means the certificate attached hereto as Exhibit F.

"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.

"Foreclosure Purchaser" has the meaning assigned in Section 5.02(f).

"Foreclosure Transfer" has the meaning assigned in Section 5.02(f).

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each October 1, beginning October 1, 2026.

"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).

"Quitclaim Deed" has the meaning assigned in Section 5.02(a).

"Replacement Bill of Sale" has the meaning assigned in Section 5.02(f).

"Replacement Quitclaim Deed" has the meaning assigned in Section 5.02(f).

"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.

"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.

"State" has the meaning assigned in Section 1.01.

"Sub-sublease" means that certain sublease agreement among the Series 2025A Company, the Company and 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.

"Tenant" has the meaning assigned in Section 1.02.

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 are 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, the Depositary, and the Company such instruments in writing as may be required to evidence such discharge. The County Manager and/or Clerk of the Issuer are authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds have 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. The principal amount of Bonds outstanding shall be equal to the aggregate amount of all outstanding Advances made pursuant to Section 4.04 hereof. 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; provided that no such settlement on a net basis shall be permitted between the Issuer and any other Party with respect to amounts owed to the Issuer with respect to the Reserved Rights. 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.

If the Bond is not presented for payment when the final payment of principal and interest is due, and if there are funds sufficient to make such final payment deposited with the Company, all liability of the Issuer for payment of the Bond will cease. Interest shall not accrue after the Final Maturity Date. The Purchaser will be restricted to such funds for any claim against the Issuer relating to the Bond.

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, addressed to the Issuer and in form and substance satisfactory to the Issuer, experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, from legal counsel 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 and the Issuer, necessary to establish such compliance, including execution of a Certificate of Qualified Investor in the form attached hereto as Exhibit F. 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, the Issuer, or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds. The registration will be open to inspection by the Issuer upon advance notice during the Company's normal business hours.

Section 4.01. Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond is mutilated, lost, stolen, or destroyed, the Issuer may execute and deliver a new Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor in lieu of and in substitution for the Bond that has been mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Issuer a certificate as to such loss, theft, or destruction, together with an agreement to provide indemnity to the Issuer, the Depository and the Purchaser satisfactory to them which shall protect them against any loss which may arise as a result of any claim for payment that may be made with respect to the Bond which was purported to have been lost, stolen or destroyed, including any legal fees, legal expenses and costs they may incur with respect to any such claim. If such Bond shall have matured or been called for redemption in whole, instead of issuing a replacement Bond, the Issuer may pay and retire the same if immediately available funds are on deposit in the amount needed to retire such Bond. A replacement Bond may also be issued to replace the Bond to reflect any amendment in the terms of the Bond. As a condition of issuing a replacement Bond under this Section, the Issuer may make a charge for the replacement of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such replacement and for reasonable fees and expenses of counsel to the Issuer in confirming that the replacement of the Bond is a permitted replacement hereunder, but no other charge shall be made to the owner in connection with such replacement, other than the indemnity provided for in this paragraph.

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 (the

"Redemption Price"). 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. The expense of giving notice of redemption and any other expenses of redemption, including any expenses of the Issuer in connection with the Conveyance Documents (including, but not limited to the fees and expenses of counsel to the Issuer) shall be paid by the Company.

From and after the date fixed for redemption designated in such notice, notwithstanding that the Bonds so called for redemption in whole or in part shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of the Bonds or portions thereof so called for redemption, the Bonds thereof to be redeemed shall cease to be entitled to any lien, benefit or security under this Indenture, and the registered owner(s) shall have no rights to such Bonds or portions thereof, except to receive payment of the Redemption Price thereof.

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 quitclaim deed from the Issuer granting and conveying to the Company the Project Site, in the form of Exhibit D hereto (the "Quitclaim 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 Quitclaim 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 and representations and warranties from the Company that all Additional Payments and PILOT Payments due to the Issuer have been paid

2. So long as all Additional Payments and PILOT Payments due to the Issuer are paid on or before the purchase date, 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 and upon the earlier of the Issuer providing the Depositary with written confirmation that there are no outstanding Additional Payments and PILOT Payments due and owing to the Issuer and the passage of seventy-two (72) hours. Any amounts owed to the Issuer by the Company will remain outstanding after the transfer of the Leased Property (subject to any agreements of the Issuer with respect thereto in connection with any Company Financing Lien), 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 jointly and severally responsible for all expenses and fees (including, but not limited to the fees and expenses of counsel) incurred by the Depositary and the Issuer as a result of the exercise of the actions described in this Section 5.02.

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 7.5 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 7.5 of the Lease and evidence that such notice has been provided to the Company (and any beneficiary of any Company Financing Lien) 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 7.5 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 7.5 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 delivery and recordation 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) Notwithstanding the foregoing, so long as there is a Company Financing Lien on the Leased Property, the Company may not give a Purchase Notice to the Depositary nor will Depositary distribute the Conveyance Documents without the written consent of the beneficiary of such Company Financing Lien. Upon the transfer of the leasehold interest under the Lease (i) pursuant to any foreclosure or assignment in lieu of foreclosure with respect to a Company Financing Lien (ii) pursuant to a sale by a receiver appointed in connection with the Company Financing Lien or (c) as the result of the Issuer entering into a new lease with a party pursuant to the terms with any beneficiary of a Company Financing Lien in connection with the voiding of the Lease as a result of the Company's bankruptcy (any of the foregoing constituting a "Foreclosure Transfer"), the party acquiring the leasehold interest as a result thereof (the "Foreclosure Purchaser") may request that the Quitclaim Deed and Bill of Sale each be replaced by the Issuer with a quitclaim deed substantially in the form of Exhibit D but naming such Foreclosure Purchaser as the grantee (the "Replacement Quitclaim Deed") and a Bill of Sale substantially in the form of Exhibit E but naming the Foreclosure Purchaser as the assignee (the "Replacement Bill of Sale") by providing notice of such request together with evidence of the Foreclosure Purchaser's acquisition of the leasehold interest in the Lease (the "Replacement Notice") to the Issuer and the Depositary. Within ten (10) days of receipt of such Replacement Notice, the Replacement Quitclaim Deed and the Replacement Bill of Sale with the Depositary and the Depositary will release the prior Quitclaim Deed and Bill of Sale to the Foreclosure Purchaser marked "CANCELLED" and thereafter, the references herein to the "Quitclaim Deed" will mean the Replacement Quitclaim Deed and the references herein to the "Bill of Sale" will mean the Replacement Bill of Sale. A Purchaser will constitute the successor in interest of the Company for purposes hereof and upon the completion of Foreclosure Transfer will thereafter be deemed the Company for purposes of this Indenture.

(g) 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.

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; Records. 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.

The Depositary will keep and maintain adequate records pertaining to the Acquisition Account and payments made therefrom, which will be open to inspection by the Issuer the Purchaser, and the Company upon advance notice, during normal business hours.

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 (which certificate the Company shall also provide to the Issuer at the time of delivery to the Depositary), 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) except with respect to the Depositary's duties with respect to the Account pursuant to Section 5.02

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 upon receipt of written notice of such declaration from an Authorized Purchaser Representative, 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. The Bonds and all payments are not general obligations of the Issuer, and shall never constitute indebtedness

of the Issuer, but are the special, limited obligations of the Issuer payable solely from the revenues and receipts derived from the leasing of the Leased Property and other security pledge to the payment of the Bonds under this Indenture. 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 AND THIS INDENTURE WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OR GENERAL OBLIGATION OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS AND THIS INDENTURE 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. NONE OF THE PROVISIONS OF THIS INDENTURE SHALL REQUIRE THE ISSUER TO EXPEND OR RISK ITS OWN FUNDS OR TO OTHERWISE INCUR FINANCIAL LIAIBLITY IN THE PERFORMANCE OF ANY OF ITS DUTIES OR IN THE EXERCISE OF ANY OF ITS RIGHTS OR POWERS HEREUNDER UNLESS IT SHALL HAVE FIRST BEEN ADEQUATELY INDEMNIFIED TO ITS SATISFACTION AGAINST THE COST, EXPENSE AND LIABILITY WHICH MAY BE INCURRED THEREBY.

Section 7.02. Performance; Authority; No Liability. 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.

Notwithstanding any provision herein to the contrary, the Issuer will not be liable or responsible for any misapplication of funds, loss, liability or expense (or failure to realize profits) with respect to the Acquisition Account and the Lease, and the Company shall indemnify and hold the Issuer harmless from and against all claims, liabilities of whatsoever nature arising from or relating to the Acquisition Account or the management of the Acquisition Account.

Notwithstanding any provision to the contrary herein, the Issuer will not be liable or responsible for any application of funds, loss (or failure to realize profits), liability or expense with respect to the application of Basic Rent to pay amounts due on the Bonds, and the Company shall indemnify and hold the Issuer harmless from and against all claims, liabilities of whatsoever nature arising from or relating to the application of Basic Rent for the payment of the Bonds.

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. The Parties acknowledge that the Issuer has no obligation to enforce the Lease and any actions taken by the Issuer shall be at the expense of the Company.

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 Basic Rent is sufficient in amount to ensure the prompt payment of the principal and accrued interest on the Bonds, and the entire amount of the Basic Rent is pledged to the payment of principal and accrued interest on the Bonds. 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 of Basic Rent thereunder, but excluding the Reserved Rights.

Section 7.04. Extent of Covenants; Disclaimer of Liability. It is expressly made a condition of this Indenture that any covenants, stipulations, obligations, representations or agreements herein contained or contained in the Bonds or this Indenture do not and will never give rise to a personal or pecuniary liability of any present or future officer, employee or agent of the Issuer, or be a charge against the general credit or taxing powers of the Issuer, and in the event of a breach of such covenant stipulation, obligation, representation or agreement, no personal or pecuniary liability of any present or future officer, employee or agent of the Issuer or charge payable by the Issuer directly or indirectly from the revenues of the Issuer other than out of the Basic Rent, proceeds and receipts and other security pledged hereunder will arise therefrom.

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 to the Company 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 Company fails to perform any other of its obligations under the Bonds, the Bond Documents or this Indenture, other than as described in subsections (a) and (b) above, and such failure continues for a period of thirty (30) days after the provision of written notice of such failure from the Issuer or Purchaser.

Section 8.02. Remedies on Events of Default. Upon the occurrence of a Default, the Purchaser will have the following rights and remedies:

(a) 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 (i) all covenants, conditions and agreements with respect to which such default shall have been made shall be fully performed, (ii) all arrears shall have been paid on any installment of interest and principal which has been theretofore due plus (to the extent permitted by law) interest thereon, from the due dates, (iii) all arrears of amounts due to Issuer under the Lease shall have been paid; and (iv) all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for;

(b) Suit for Judgment on the Bond. The Purchaser will be entitled to sue either for the specific enforcement of any covenant or agreement contained herein, or in any of the Bond Documents, or in and of the execution of any power herein granted and/or for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture or for the enforcement of any of its rights, but any such judgment against the Issuer will be enforceable only against the funds and accounts related to and held under this Indenture for the Bond. There will not be authorized any deficiency judgment against the Issuer. No recovery of any judgment by the Purchaser will in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Purchaser hereunder, but such lien, rights, powers and remedies of the Purchaser will continue unimpaired; and

(c) Enforcement of Rights Under Agreement. The Purchaser, as assignee of specified interests of the Issuer in the Lease, may enforce any remedy available to the Issuer under the Lease (except the remedies of the Issuer pursuant to Section 7.5 of the Lease) and under any other lease, sublease, license or other grant of a possessory or use interest in the Leased Property.

No right or remedy confirmed on any Party hereunder is intended to be exclusive of any other right or remedy confirmed on such Party hereunder, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, that the remedy of Purchaser in respect of a Default or other breach hereunder or any other Bond Document shall be limited in all cases to those expressly provided in this Section 8.02.

Section 8.03. Rights and Remedies of Purchaser. The Purchaser will not have the right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust related thereto or for the appointment of a receiver or any other remedy hereunder, unless a Default has occurred and is continuing of which the Company has been notified, it being understood and intended that the Purchaser will not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its actions or to enforce any right hereunder except in the manner herein provided.

Section 8.04. 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 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.

Section 8.05. Application of Moneys. All moneys received by the Issuer or the Purchaser pursuant to any right given or action taken under the provisions of this Article will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, and advances incurred or made by the Issuer and the Purchaser, will be applied first to pay the fees and expenses of the Issuer and the Depositary; then to pay sums advanced by the Purchaser pursuant to the Bond Documents, with interest thereon, then to the payment of charges due the Purchaser pursuant to the Bond Documents, and then to the payment of interest and principal due and unpaid on the Bond. Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys will be applied at such times, and from time to time, as the Issuer will determine.

Whenever the Bond and interest thereon have been paid under the provisions of this Section and all expenses and charges of and payments due to the Purchaser, the Issuer and the Depositary (and their respective counsel and agents) under this Indenture and the Agreement have been paid, any balance remaining will be paid to the Company or its assignee.

Section 8.06. Purchaser to File Proofs of Claim. In the case of any insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Leased Property or the Company, the Purchaser will, to the extent permitted by law, be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Purchaser allowed in such proceedings for the entire amount due and payable by the Issuer under this Indenture, or by the Company, as the case may be, at the date of the institution of such proceedings and for any additional amounts which may become due and payable after such date.

Section 8.07. Delay or Omission; No Waiver. No delay or omission of the Purchaser to exercise any right or power accruing upon any Default will exhaust or impair any such right or power or shall be construed to be a waiver of any such Default, or acquiescence therein; and every power and remedy given by this Indenture to the Purchaser may be exercised from time to time and as often as may be deemed expedient by the Purchaser.

Section 8.08. No Waiver of One Default to Affect Another. No waiver of any Default by the Purchaser, will extend to or affect any subsequent or any other then existing Default or shall impair any rights or remedies consequent thereon.

Section 8.09. Discontinuance of Proceedings on Default. In case the Purchaser shall have proceeded to enforce any right under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Issuer and Purchaser

will be restored to their former positions and rights under this Indenture with respect to the Leased Property and all rights, remedies, and powers of the Purchaser will continue as if no such proceedings had been taken.

Section 8.10. Waivers of Events of Default. The Purchaser may, in its discretion, waive any Default (other than the obligations of the Company related to the Reserved Rights) and its consequences and rescind any declaration of maturity of principal of and interest on the Bond. In case of any such waiver or rescission, or in case any proceeding taken by the Purchaser on account of any such Default shall have been discontinued or abandoned or determined adversely to the Purchaser, then in every such case the Issuer and the Purchaser shall be restored to their former respective positions and rights hereunder, and the Default which was waived will be considered to be cured, but no waiver or rescission shall extend to any subsequent or other Default, or impair any right consequent thereon.

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. Without limiting the foregoing, the Depositary may rely on the information furnished by the Company, including as to ownership of the Bonds, 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 or otherwise incur any liability, financial or otherwise, in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

(i) The Depositary is authorized to obey and comply with all writs, orders, judgments or decrees issued by a court or an administrative agency having jurisdiction over the matter affecting any money, documents or things held by the Depositary. The Depositary shall not be liable to any of the Parties hereto or any other person by reason of the Depositary's compliance with such writs, orders, judgments or decrees undertaken in good faith.

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, be granted trust powers under such laws and be subject to supervision or examination by federal 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 providing written notice to the other Parties ten (10) business days prior to the resignation. 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 upon 10 business days 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 in the manner required under 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) The entity that served as Depositary and resigned or was removed shall continue to benefit from the indemnification, cost reimbursement and liability protection provisions of this Indenture with respect to all times during which such entity served as Depositary, except to the extent that its actions constituted gross negligence or willful misconduct.

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 at the sole cost of the Purchaser. 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:	Red Chiles Sub [A/B/C/D], LLC 1700 Broadway, Suite 1750 Denver, CO 80290
If to the Company:	Red Chiles [A/B/C/D], LLC 1700 Broadway, Suite 1750 Denver, CO 80290
If to the Depositary:	Citibank, N.A. 388 Greenwich Street New York, NY 10013

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 contained herein or in any related documents 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 (a) 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; (b) be enforced only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents; and (c) 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.

Section 11.13. Recording. The Company will cause this Indenture, the Lease, and all supplements to this Indenture and the Lease, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded or filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depositary, including recording in the real estate records of Doña Ana County, New Mexico. The Depositary and the Issuer will have no responsibility to make any such filings except for filings as the Company may from time-to-time request.

Section 11.14. Limitation of Issuer's Liability. No agreements or provisions contained herein or in any Bond Document 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 Bond proceeds or the issuance, sale and delivery of the Bond will give rise to any pecuniary liability of the Issuer, its officers, employees, agents or members of its governing body or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Basic Rent, and its application as provided under this Indenture. No failure of the Issuer to comply with any terms, covenants or agreements in any Bond Document or in any document executed by the Issuer in connection with the Bond will subject the Issuer, its officers 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 Basic Rent. Without limiting the requirement to perform its duties or exercise its rights and powers under the Bond Documents upon receipt of appropriate indemnity or payment, none of the provisions of any Bond Document will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under any Bond Document.

(Signature Pages Follow)

DOÑA ANA COUNTY, NEW MEXICO

By:_____
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], LLC a Delaware limited liability company.

_____
Notary Public

My Commission expires:

_____

RED CHILES SUB [A/B/C/D], LLC

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, _____ of Red Chiles Sub [A/B/C/D], LLC, a Delaware limited liability company.

_____
Notary Public

My commission expires:

_____

CITIBANK, N.A., as Depositary

By:_____

Attest:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, _____ of Citibank, N.A., 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 28, 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 RED CHILES SUB [A/B/C/D], LLC, 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. 367-2025 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 Citibank, N.A., 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 LAWS 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 THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS AS ESTABLISHED TO THE SATISFACTION OF THE ISSUER, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER, THE DEPOSITARY, AND THE COMPANY (A) AN OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, ADDRESSED TO THE ISSUER 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:_____
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: Citibank, N.A., as Depositary

The undersigned, pursuant to the Indenture dated as of October 1, 2025 (the "Indenture"), among Doña Ana County, New Mexico (the "Issuer"), Red Chiles Sub [A/B/C/D], LLC (the "Purchaser"), Red Chiles [A/B/C/D], LLC (the "Company") and Citibank, N.A., 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 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 (iii) 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 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, Red Chiles Sub [A/B/C/D], LLC (the "Purchaser"), Red Chiles [A/B/C/D], LLC (the "Company") and Citibank, 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

QUITCLAIM 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, hereby quitclaims 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 incorporated by reference and all buildings and other real property improvements located thereon situated in the Doña Ana County, New Mexico.

EXECUTED this ____ day of _____, _____.

[Remainder of page intentionally left blank.]

DOÑA ANA COUNTY, NEW MEXICO

By:_____
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 Quitclaim Deed.]

EXHIBIT A

Real Property
(Project Site)

[Parcel B-1:

A certain 111.63 acres parcel of land within Sections 31 and 32, Township 28 South, Range 3 East, and Sections 5 and 6, Township 29 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:
COMMENCING at a found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 32, Township 28 South, Range 3 East, and Section 5, Township 29 South, Range 3 East, WHENCE a found U.S.G.L.O. brass cap marking the Section Corner on the Township Line common to Sections 32 and 33, Township 28 South, Range 3 East, and Sections 4 and 5, Township 29 South, Range 3 east bears, S 89° 43' 14" E, a distance of 2639.41 feet, said course is the basis of bearing for the parcel herein described;
THENCE, from the Commencing Point and continuing along the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, N 89° 45' 38" W, a distance of 1118.14 feet to a 5/8" rebar with cap #5948 set marking a point on this township line;
THENCE, leaving the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, N 88° 50' 10" W, a distance of 1320.45 feet to a 5/8" rebar with cap #5948 set at the TRUE POINT OF BEGINNING of this parcel;
THENCE, from the Point of Beginning, S 83° 06' 10" W, a distance of 517.99 feet, to a 5/8" rebar with cap #5948, set marking an angle point of this parcel;
THENCE, S 06° 53 50" E, a distance of 1,207.61 feet, to a 5/8" rebar with cap #5948, set marking the southeast corner of the parcel herein described;
THENCE, S 83° 06 10" W, a distance of 1,880.16 feet, to a 5/8" rebar with cap #5948, set marking the southwest corner of the parcel herein described;
THENCE, N 00° 47 15" W a distance of 2,433.74 feet, to a 5/8" rebar with cap #5948, set marking the northwest corner of the parcel herein described, said point being on the southerly boundary line of the abandoned Railroad;
THENCE, continuing along the southerly boundary line of the abandoned Railroad, N 83° 08' 41" E, a distance of 2,084.90 feet, to a 5/8" rebar with cap #5948, set marking an angle point of the parcel herein described;
THENCE, continuing along the southerly boundary line of the abandoned Railroad, N 83° 10' 53" E, a distance of 54.22 feet, to a 5/8" rebar with cap #5948, set marking the northeast corner of the parcel herein described;
THENCE, leaving the southerly boundary line of the abandoned Railroad, S 06° 53' 50" E, a distance of 1,210.71 feet, to the Point of Beginning of the parcel herein described, said parcel containing 4,862,700 square feet or 111.63 acres of land, MORE OR LESS./

Parcel B-2:

A certain 113.83 acres parcel of land within Section 32, Township 28 South, Range 3 East, and Sections 5 and 6, Township 29 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 32, Township 28 South, Range 3 East, and Section 5, Township 29 South, Range 3 East, WHENCE a found U.S.G.L.O. brass cap marking the Section Corner on the Township Line common to Sections 32 and 33, Township 28 South, Range 3 East, and Sections 4 and 5, Township 29 South, Range 3 east bears, S 89° 43' 14" E, a distance of 2639.41 feet, said course is the basis of bearing for the parcel herein described;

THENCE, from the Commencing Point and continuing along the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, N 89° 45' 38" W, a distance of 1118.14 feet to a 5/8" rebar with cap #5948 set marking the TRUE POINT OF BEGINNING of the parcel herein described;

THENCE, from the Point of Beginning and leaving said township line, S 00° 45' 46" E a distance of 1,701.51 feet, to a 5/8" rebar with cap #5948, set marking the southeast corner of this parcel;

THENCE, S 83° 06' 10" W a distance of 1,643.57 feet, to a 5/8" rebar with cap #5948, set marking the southwest corner of the parcel herein described;

THENCE, N 06° 53 50" W a distance of 1,876.93 feet, to a 5/8" rebar with cap #5948, set marking an angle point of the parcel herein described;

THENCE, N 83° 06 10" E a distance of 517.99 feet, to a 5/8" rebar with cap #5948, set marking an angle point of the parcel herein described;

THENCE, N 06° 53 50" W a distance of 1,210.71 feet, to a 5/8" rebar with cap #5948, set marking the northwest corner of the parcel herein described, said point being on the southerly boundary line of the abandoned Railroad;

THENCE, continuing along the southerly boundary line of the abandoned Railroad, N 83° 10' 53" E, a distance of 1,457.22 feet, to a 5/8" rebar with cap #5948, set marking the northeast corner of the parcel herein described;

THENCE, leaving the southerly boundary line of the abandoned Railroad, S 00° 45' 46" E, a distance of 1,401.91 feet, to the Point of Beginning of the parcel herein described, said parcel containing 4,948,481 square feet or 113.83 acres of land, MORE OR LESS./

Parcel B-3:

A certain 109.01 acres parcel of land within Sections 5 and 6, Township 29 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 32, Township 28 South, Range 3 East, and Section 5, Township 29 South, Range 3 East, WHENCE a found U.S.G.L.O. brass cap marking the Section Corner on the Township Line common to Sections 32 and 33, Township 28 South, Range 3 East, and Sections 4 and 5, Township 29 South, Range

3 east bears, S 89° 43' 14" E, a distance of 2639.41 feet, said course is the basis of bearing for the parcel herein described;
THENCE, from the Commencing Point, and continuing along the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, N 89° 45' 38" W, a distance of 1118.14 feet to a 5/8" rebar with cap #5948 set marking a point on this township line;
THENCE, leaving the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, and continuing the following three courses and distances, N 88° 50' 10" W, a distance of 1320.45 feet to a 5/8" rebar with cap #5948;
THENCE, S 83° 06' 10" W, a distance of 517.99 feet, to a 5/8" rebar with cap #5948;
THENCE, S 06° 53 50" E, a distance of 1,207.61 feet, to a 5/8" rebar with cap #5948, set marking THE TRUE POINT OF BEGINNING, and northeast corner of the parcel herein described;
THENCE, from the Point of Beginning, S 06° 53 50" E, a distance of 2,697.39 feet, to a 5/8" rebar with cap #5948, set marking the southeast corner of the parcel herein described;
THENCE, N 83° 24' 39" W a distance of 62.75 feet, to a 5/8" rebar with cap #5948, set marking a point of curve of the parcel herein described;
THENCE, 694.55 feet along the arc of a curve to the left, said arc having a radius of 2185.00', a central angle of 18° 12' 45"; and a chord which bears, S 87° 28' 59" W, a distance of 691.63 feet to a 5/8" rebar with cap #5948 set marking a point on curve of the parcel herein described;
THENCE, N 77° 00' 00" W, a distance of 996.79 feet to a 5/8" rebar with cap #5948 set marking an angle point of this parcel.
THENCE, N 13° 06' 14" E, a distance of 453.58 feet to 5/8" rebar with cap #5948 set marking an angle point of this parcel;
THENCE, N 76° 53' 46" W, a distance of 560.22 feet to a 5/8" rebar with cap #5948 set marking the southwest corner of this parcel.
THENCE, N 00° 47' 15" W, a distance of 1,682.48 feet to a 5/8" rebar with cap #5948 set marking the northwest corner of this parcel.
THENCE, N 83° 06' 10" E, a distance of 1,880.16 feet, to the Point of Beginning of the parcel herein described, said parcel containing 4,748,430 square feet or 109.01 acres of land, MORE OR LESS./

Parcel B-4:

A certain 78.22 acres parcel of land within Sections 5 and 6, Township 29 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico, and being more particularly described by metes and bounds as follows:
COMMENCING at a found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 32, Township 28 South, Range 3 East, and Section 5, Township 29 South, Range 3 East, WHENCE a found U.S.G.L.O. brass cap marking the Section Corner on the Township Line common to Sections 32 and 33, Township 28 South, Range 3 East, and Sections 4 and 5, Township 29 South, Range

3 east bears, S 89° 43' 14" E, a distance of 2639.41 feet, said course is the basis of bearing for the parcel herein described;
THENCE, from the Commencing Point and continuing along the township line common to Sections 32 and 5, Townships 28 & 29 South, Range 3 East, N 89° 45' 38" W, a distance of 1118.14 feet to a 5/8" rebar with cap #5948 set marking a point on this township line;
THENCE, leaving said township line, S 00° 45' 46" E a distance of 1,701.51 feet, to a 5/8" rebar with cap #5948, set marking the TRUE POINT OF BEGINNING of the parcel herein described and northeast corner of this parcel;
THENCE, from the Point of Beginning, S 00° 45' 46" E a distance of 2,420.34 feet, to a 5/8" rebar with cap #5948, set marking the southeast corner of this parcel;
THENCE, N 83° 24' 39" W a distance of 1,280.28 feet, to a 5/8" rebar with cap #5948, set marking an angle point of the parcel herein described;
THENCE, N 06° 35 21" E a distance of 45.00 feet, to a 5/8" rebar with cap #5948, set marking an angle point of the parcel herein described;
THENCE, N 83° 24' 39" W a distance of 154.71 feet, to a 5/8" rebar with cap #5948, set marking the southwest corner of the parcel herein described;
THENCE, N 06° 53 50" W a distance of 2,028.06 feet, to a 5/8" rebar with cap #5948, set marking the northwest corner of the parcel herein described;
THENCE, N 83° 06' 10" E, a distance of 1,643.57 feet, to the Point of Beginning of the parcel herein described, said parcel containing 3,407,287 square feet or 78.22 acres of land, MORE OR LESS.]

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 described on Exhibit A.

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:_____
Chair of the Board of County Commissioners

(SEAL)

Attest:

_____
County Clerk

[Signature page to Escrow Bill of Sale]

Exhibit A

Improvements

All Leased Property, as defined in the Lease.

EXHIBIT F
CERTIFICATE OF QUALIFIED INVESTOR

Doña Ana County, New Mexico

Citibank, N.A., as Depositary

Yucca Growth Infrastructure, LLC

Re: Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter), Series 2025A

Please be advised that the undersigned is purchasing the captioned Bond (hereinafter referred to as the "Bond"). Such purchase is for the account of the undersigned, for the purpose of investment and not with a present intent for distribution or resale. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the Indenture dated as of October --, 2025 (as amended from time to time, the "Indenture"), among Doña Ana County, New Mexico (the "Issuer"); Red Chiles Sub [A/B/C/D], LLC, as Purchaser; Yucca Growth Infrastructure, LLC (the "Company"); and Citibank, N.A., as Depositary (the "Depositary"), as described in the Bond. The undersigned has the knowledge and experience in financial and business matters and is capable of evaluating the risks of investing in the Bond. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws in such regard and must present to the Depositary, the Issuer and the Company a Certificate of Qualified Investor executed by the proposed transferee before such transfer will be effective.

The undersigned acknowledges that it is one of the following (check all that apply):

__ 1. a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); insurance company as defined in Section 2(13) of the Securities Act; insurance company as registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

__ 2. a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

__ 3. an organization described in Section 501(c)(3) of the Internal Revenue Code with total assets in excess of $5,000,000;

__ 4. a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000;

__ 5. a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with the person's spouse in excess of $300,000 in each of those years and who reasonably expects reaching the same income level the current year; or

__ 6. one or more of the following, as indicated, that it is acting for its own account or the accounts of other Qualified Institutional Buyers and that it in the aggregate owns and/or invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the Company:

(a) an insurance company, as defined in Section 2(13) of the Securities Act;

(b) an investment company registered under the Investment Company Act of 1940, as amended, or any business development company as defined in Section 2(a)(48) of that Act;

(c) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(d) a plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(e) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

(f) a trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in Paragraph (d) or (e) above, and not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans;

(g) a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(h) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or similar business trust; or

(i) an investment adviser registered under the Investment Advisers Act;

__ 7. a dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer; or

__ 8. a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer; or

__ 9. an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(a) each series of a series company (as defined in Rule 18f 2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(b) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

__ 10. an entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

__ 11. a bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as

demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution;

__ 12. any entity that is acquiring the Bond for the purpose of facilitating investment therein by "qualified institutional buyers" as defined under Rule 144A promulgated under the Securities Act; or

__ 13. A parent, subsidiary or any affiliated entity of the Company.

The undersigned further acknowledges that (i) interest on the Bond is not exempt from gross income for federal income tax purposes, and (ii) an opportunity was available to obtain and that the undersigned has obtained all materials which were regarded as necessary to evaluate the merits and risks of investment in the Bond and after such evaluation, the undersigned understands and knows that investment in the Bond involves certain risks, including, but not limited to, those related to limited security and source for payment of the Bond and the probable lack of any secondary market for the Bond.

The undersigned acknowledges, warrants and represents that the undersigned is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independently evaluating the risks involved in investing in the Bond. The undersigned further acknowledges that neither the Issuer nor any of its officials, counsel, agents or consultants is responsible for any information contained in or omitted from the materials furnished, whether directly or by any other means, relating to the Bond and acknowledges that the undersigned will not look and has not looked to any of them to obtain such information on its behalf.

[PURCHASER]

_____

By:
Title:

Address for Notices and
Payment of principal and interest: