

## SUB-SUBLEASE AGREEMENT

This Sub-sublease Agreement (this “Agreement”) is entered into as of October 1, 2025, by and between Green Chile Ventures LLC, a Delaware limited liability company (“Company” or “Lessor”), and Doña Ana County, New Mexico, a political subdivision existing under the laws of the State of New Mexico (“Issuer”, “County” or “Lessee”). Capitalized terms used in this Agreement, but not defined herein, shall have the meanings assigned to such terms in the Bond Lease (defined below).

### RECITALS

WHEREAS, the Company wishes to acquire and equip a data center facility and related infrastructure and facilities located within the County (the “Project”) consisting of leased land, easements and other property rights on real property leased by the Company and located within the County (the “Project Site”), and all necessary facilities and equipment, including without limitation, certain real property rights, fee title, easements, rights-of-way and leasehold interests, equipment and other tangible personal property to be used by the Company and its successors, assigns and affiliates as a data center facility and all other equipment and personal property which is now or hereafter acquired with bond proceeds or located at the Project Site and used in connection with the Project (the “Improvements” and together with the Project Site, the “Project Property”), and the Company has requested that the Issuer issue a series of its industrial revenue bonds in connection with the Project; and

WHEREAS, Company is the lessee under that certain lease agreement by and between the Company, as lessee, and Red Chiles [A/B/C/D], LLC (the “Series 2025B Company”), as lessor, in connection with the Project (the “Business Lease”), a memorandum of which is attached hereto as Exhibit A; and

WHEREAS, Company is a lessee under certain lease agreements by and among the Series 2025B Company and the Company, as lessees, and Yucca Growth Infrastructure, LLC (the “Series 2025A Company”), as lessor, in connection with the Project (the “Subleases” and together with the Business Lease, the “Project Site Leases”), memoranda of which are attached hereto as Exhibit B; and

WHEREAS, the Issuer adopted Ordinance No. 367-2025 on September 19, 2025, which authorizes the issuance of the Issuer’s Taxable Industrial Revenue Bonds (Project Jupiter) Series 2025A in the maximum, aggregate principal amount of \$15,000,000,000; the Issuer’s Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B, the Issuer’s Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025B-[1/2/3/4] in the maximum, aggregate principal amount of \$6,250,000,000, and the Issuer’s Taxable Industrial Revenue Bonds (Project Jupiter) Subseries 2025C-[1/2/3/4] in the maximum, aggregate principal amount of \$[124,999,925,000/25,000/25,000/25,000] (collectively, the “Bonds”); and

WHEREAS, in order to facilitate the transaction for issuance of the Bonds, which contemplates a lease by the Issuer to the Company of the property covered by the Project Site Leases, the Company and Issuer propose to enter into this Agreement; and

WHEREAS, the Issuer is willing to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement (the "Parties") agree as follows:

1. Sublease and Transfer. Company does hereby sublease, assign and convey to Issuer, and Issuer hereby accepts, all of the Company's rights and none of its obligations under the Project Site Leases, upon the terms and conditions provided herein. No rent payments will be payable by Issuer to Company or to any other party.

2. Limitation of Issuer Liability. The Parties acknowledge that the Company retains all of its obligations under the Project Site Leases, any easement, right-of-way, or other fractional property interests related to the Project Property and subleased hereby or to be subleased, and the Company agrees to perform and discharge timely and in full all of its duties, obligations and liabilities under the Project Site Leases during the term of this Agreement. The Company and Issuer agree that the provisions of the Lease Agreement under which the Issuer leases and sub-sub-leases the Project Property to the Company (the "Bond Lease") with respect to limitations of the Issuer's liability are deemed to apply with respect to this Agreement and the transaction contemplated hereby. The Company hereby agrees to defend, indemnify and hold harmless the Issuer, members of the Board of County Commissioners of Doña Ana County, New Mexico (the "Governing Body"), and officials, employees and agents of the Issuer, against any claims, costs, liabilities and expenses, including attorney's fees, expenses, and court costs, arising out of or related to this Agreement, the Project Site Leases, the Project Site, the operation of the Project, including, but not limited to suits, legal or administrative proceedings, liabilities, damages, claims, costs and expenses resulting from or in any way connected with a Security Incident, the presence, release or disposal in or under the Project Site of, any hazardous substances (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended), hazardous wastes (as defined in Resource Conservation and Recovery Act of 1976, as amended) or other materials or substances within the meaning of any applicable law, statute, ordinance, regulation, order or rule relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials or any equipment or improvements located on or used in connection with the Project Site. The insurance maintained by Company pursuant to the Bond Lease shall be available if necessary for purposes of indemnification of the Issuer under this Agreement, but the amount of such insurance does not limit any liability of the Company hereunder.

3. Bond Lease. Immediately upon effectiveness of this Agreement, the Company and Issuer will enter into the Bond Lease, pursuant to which Issuer will sublease the property subject to the Project Site Leases and lease the Project Property to the Company, and the terms and conditions of the Bond Lease will govern such arrangement. The Parties intend that this Agreement will remain in effect following execution of the Bond Lease and that neither will be merged into the other. The Issuer and the Company acknowledge that the Company may make substitutions for components of the Project Property without approval of the Issuer consistent

with the terms of Section 4.2 of the Bond Lease, provided that the Company will not make any changes that will change the nature of the Project as a qualified project as defined in and as contemplated by the Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation. Notwithstanding any claim or provision in the Project Site Leases, the Company shall (jointly and severally with the Series 2025A Company with respect to the Sublease and jointly and severally with the Series 2025B Company with respect to the Business Lease) indemnify the Issuer pursuant to indemnity provisions contained in Section 5.7 of the Bond Lease for the Issuer's protection in connection with the Company's interest in this Agreement.

4. Relationship. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Issuer and Company. Nothing in this Agreement shall be construed to create privity of estate or privity of contract between the Issuer and any lessor under the Project Site Leases.

5. Representations and Warranties of Company. The Company represents and warrants to the Issuer that Company is a lessee under the Project Site Leases and has the capacity to enter into this Agreement with Issuer. The sublease effected under this Agreement is either permitted under the Project Site Leases without the consent of the landlord or, if landlord consent is required under the Project Site Leases, the Company has obtained all consent(s) of the applicable landlords to the subleasing of the Project Site to the Issuer.

6. Obligations of Issuer. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Issuer shall have no obligation whatsoever under the Project Site Leases, including any obligation to comply with or perform, or to cause the compliance with or performance of, any of the terms and conditions required to be performed by the Company or other lessee under the Project Site Leases. The Company hereby acknowledges and agrees that the Company is solely responsible for the performance of the obligations of the lessee under the Project Site Leases.

7. Nondisturbance. This Agreement and the rights of the Company leased to the Issuer pursuant to this Agreement will not terminate the Project Site Leases and will not disturb the rights and use of the premises subject to the Project Site Leases by the parties to the Project Site Leases.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and such successors and assigns as permitted under this Agreement.

9. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "pdf" form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall have the same effect as physical delivery of the paper

document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

10. This Agreement and the legal relations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement effective as of the date first above written.

GREEN CHILE VENTURES LLC,  
a Delaware limited liability company

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page to Sublease Agreement – Project Jupiter Subseries C-[1/2/3/4]]*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of Green Chile Ventures LLC.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

DOÑA ANA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Chair of the Board of County  
Commissioners

(SEAL)

Attest:

\_\_\_\_\_  
County Clerk

STATE OF NEW MEXICO       )  
  ) ss.  
COUNTY OF DOÑA ANA       )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of the Board of County Commissioners of Doña Ana County, New  
Mexico.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

*[Signature page to Sublease Agreement – Project Jupiter Subseries C-[1/2/3/4]]*

EXHIBIT A

**MEMORANDUM OF BUSINESS LEASE**



EXHIBIT B

**MEMORANDA OF SUBLEASES**