Docusign Envelope ID: 950AC41B-FBB0-4FE5-97CB-B74FBD63839C

# PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2025 by and among **DOÑA ANA COUNTY, NEW MEXICO** (the "County"), a political subdivision of the State of New Mexico (the "State"), the **NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT** ("EDD"), and **Red Chiles A, LLC**, a Delaware limited liability company, **Red Chiles B, LLC**, a Delaware limited liability company, **Red Chiles C, LLC**, a Delaware limited liability company, and **Red Chiles D, LLC**, a Delaware limited liability company ("Red Chiles") and **Yucca Growth Infrastructure, LLC**, a Delaware limited liability company ("Yucca" and together with Red Chiles, the "Companies").

## Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), adopted on September 22, 2009, the County established the Doña Ana County Economic Development Plan (the "Plan") as the County 's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Economic Development Plan Ordinance, the County and the State considered an application from the Companies, which proposed that the County shall share certain County gross receipts taxes and the State shall share certain State gross receipts taxes ("collectively the GRT") collected in connection of the construction of the Companies' development of "Data Centers" and associated "Data Center Facilities" consisting of an anticipated four data centers and related infrastructure and facilities located in Doña Ana County, New Mexico (the "Project"). The Companies and their tenant or tenants will construct and occupy the "Data Centers" and Data Center Facilities and construction will be completed by October 23, 2035. Notwithstanding, Companies and their tenant or tenants may continue to retire dated personal property and redeploy certain new personal property (e.g., servers) on a periodic basis through 2055.

D. The County has adopted Ordinance No._____-2025 ("Project LEDA Ordinance") finding that the Companies are each a "qualifying entity" and the Project is an "economic development project" as those terms are defined by



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

the Act and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Companies.**

   a. **Facility.** The Companies will establish Data Centers and Data Center Facilities located at the project site identified in Exhibit A attached hereto and incorporated by reference in Doña Ana County, New Mexico (collectively, the "Facility").

   b. **Investment.** The Companies will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $50,000,000,000 by October 23, 2035.

   c. **Job Creation.** Approximately seven hundred fifty (750) total full-time employees and full-time equivalents are anticipated as being employed at the Project by December 31, 2031 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) attributable to the development of the Project created by the Companies and their tenant or tenants, as well as third-party full-time equivalent contractors, all offering the employee or contractor a full range of benefits. Full–time employees do not include construction employees.

   d. **Sustainability.** Although the Companies intend to have a long-term presence in the County, for purpose of the contractual obligations of this Agreement, the Companies covenant to continue to operate the Project until the earlier of October 23, 2035 or the expenditure of $350,000,000 in construction expenses that are subject to GRT.

3. **The Public Contribution**

   a. The County and the State agree to distribute to the Companies 50% of the net receipts from the County's GRT increments dedicated to the general fund generated by the taxable expenses related to the construction of the Project, as contemplated under Section 5-10-17(B) NMSA 1978 (the "County Increment") and 50% of the net receipts from the State's GRT increment dedicated to the general fund generated by the taxable expenses related to the construction of the Project, as contemplated under Section 5-10-17(A) NMSA 1978 through October 23, 2035. It shall be the obligation of the Companies to provide the County with



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

funds delivery instructions, including the name of the account, name of the bank, ABA number, account number and contact information for a representative of the Companies to coordinate funds transfer.

b. The County and the State will provide to the Companies as soon as it is available from the New Mexico Taxation and Revenue Department the specific reporting code for this Project, but no later than January 1, 2026.

c. The Companies agree to provide to the County and the State all documentation as required in Section 5-10-17(A)(5) NMSA 1978, prior to the end of each month so that the County and the State will have sufficient time to confirm and verify all funds have been duly submitted and collected.

d. The Companies will require all contractors and subcontractors to provide monthly to the Companies their CRS-1 (or its equivalent) filing along with proof of payment to New Mexico Taxation and Revenue Department.

e. On a monthly basis, beginning one hundred twenty (120) days after the first receipt of CRS-1 (or its equivalent) documentation from the Companies, after January 1, 2026, the State, in accordance with the schedule set by the New Mexico Taxation and Revenue Department, will transfer designated portions of the County general fund GRT funds and State GRT funds (collectively "GRT Share Distribution") collected from the Project to the County for disbursement to the Companies.

f. The County in turn will disburse the funds to the Companies within 30 business days of receipt.

## 4. Companies Agreement to Dedicate Funds

a. The Companies hereby agrees to dedicate the first fifty million dollars ($50,000,000) of their GRT proceeds back to the County to be held in a separate fund to be used exclusively for water and/or wastewater improvements in southern Doña Ana County. The County in turn will allocate ten (10) million dollars of the fifty (50) million dollars, specifically to other partners' through a metrics-driven grant program aimed at improving water quality in the community, the County will have sole discretion of the use of the remaining funds as long as the expenditure is related to water and/or wastewater.

b. Once the special water and wastewater fund has reached the fifty-million-dollar ($50,000,000) milestone all remaining distributions will be distributed to the Companies per Section 3.

## 5. GRT Share Clawback

a. If by October 23, 2035, the Companies' construction investment is less than three



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

hundred fifty million dollars ($350,000,000), the Companies will pay a penalty equal to 100% of the GRT Share Distribution received.

b. If at any time after December 31, 2027, the Companies reaches a total construction investment of four hundred million dollars ($400,000,000), the State and County will waive any and all Clawback penalties related to the GRT Share Distribution. This does not release any other clawback penalties.

6. **No Offset of County costs.** The County may not offset any internal costs or overhead charges for review or processing of disbursement requests against the disbursement request or the State Increment.

7. **Reporting**

a. **Job Reporting.** The Companies shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' ("DWS") Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the County beginning with January 31, 2026, and continuing every April 30, July 31, and October 31, thereafter until the completion of this Agreement. The State will provide copies of all such reports to the County, or the State may request a copy of the Companies' quarterly employment reports at any time while this Agreement is in effect and the Companies agree to provide such documents. The Companies acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Companies are in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Companies will receive no disbursements of State contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein

b. The Companies shall complete an annual economic impact data sheet (EIA) provided by the EDD; completion shall be no later than February 28 of each year beginning in 2027. This will reflect actual economic activity and job creation by the Companies for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year during the time of this Agreement will subject the Companies to a 10% clawback of all funds received.

8. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

9. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County or EDD staff beginning on June 30, 2026, and every year thereafter until this Agreement terminates. The review will evaluate whether the Project meets the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

State. At this time, the Companies may report any difficulties experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The County or State may request that the Companies provide data and information to assess the broader economic impact of the Project, but the Companies shall not be required to divulge information or documents they consider confidential or proprietary.

If the requirements are not met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project.

10. **Termination**. This Agreement shall terminate at the close of business on October 23, 2035, or when otherwise terminated by ordinance.

11. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

12. **Indemnity**. Companies agree to defend, indemnify and hold harmless the County and EDD and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by Companies or Companies' agents under this Agreement or by reason of any asserted act or omission, neglect or misconduct of Companies or Companies' agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all the Parties hereto. Any amendments may be subject to the approval of the County Board of Commissioners.

14. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

15. **Miscellaneous.** This Agreement binds and inures to the benefit of the County and the Companies and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning parties; provided, however, that with notice to the County and the EDD, the Companies may assign this Agreement to any affiliate or other member of the Companies that agrees in writing to assume and perform all of the Companies' obligations under this Agreement. This Agreement may be executed in any number of



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

counterparts, each of which is an original and all of which taken together constitute one instrument.

16. **Notice.** All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other parties to this Agreement.

The initial notice addresses for the parties are as follows:

If to the County:
Doña Ana County with copy to the County Attorney
Attention: County Manager
845 North Motel Boulevard
Las Cruces, New Mexico 88007-8100
Tel: (575) 525-5802

If to the EDD:

New Mexico Economic Development Department
Attn: Cabinet Secretary & General Counsel
P.O. Box 20003
Santa Fe, NM 87504-5003

If to the Companies:
Yucca Growth Infrastructure, LLC
600 Congress Ave
c/o BorderPlex Digital Assets, LLC
Suite 15041
Austin, TX 78701

Red Chiles A, LLC
1700 Broadway, Suite 1750
Denver, CO 80290

Red Chiles B, LLC
1700 Broadway, Suite 1750
Denver, CO 80290



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

Docusign Envelope ID: 950AC41B-FBB0-4FE5-97CB-B74FBD63839C

Red Chiles C, LLC
1700 Broadway, Suite 1750
Denver, CO 80290

Red Chiles D, LLC
1700 Broadway, Suite 1750
Denver, CO 80290

Effective Date: October 23, 2025

**Attachment:**

1. Project Site



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

Docusign Envelope ID: 950AC41B-FBB0-4FE5-97CB-B74FBD63839C

## SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

DOÑA ANA COUNTY, NEW MEXICO

By _____

Name Scott Andrews

Title County Manager

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By _____

Name: _____

Title: _____

RED CHILES A, LLC, a Delaware limited liability company

By _____
DocuSigned by:
Tim Kuester
926FA539A481411...

Name: Timothy Kuester

Title: Chief Legal and Administrative Officer

Initial Initial



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

RED CHILES B, LLC, a Delaware limited liability company

Initial

By DocuSigned by: Tim Kuester 926FA639A481411...

Initial

Name: Timothy Kuester

Title: Chief Legal and Administrative Officer

RED CHILES C, LLC, a Delaware limited liability company

By DocuSigned by: Tim Kuester 926FA639A481411...

Initial

Name: Timothy Kuester

Initial

Title: Chief Legal and Administrative Officer

RED CHILES D, LLC, a Delaware limited liability company

Initial

By DocuSigned by: Tim Kuester 926FA639A481411...

Initial

Name: Timothy Kuester

Title: Chief Legal and Administrative Officer

YUCCA GROWTH INFRASTRUCTURE, LLC, a Delaware limited liability company

By Signed by: Lanham Napier 8BA9BAF68E6A47B...

Name: Lanham Napier

Title: Chairman

Docusign Envelope ID: 950AC41B-FBB0-4FE5-97CB-B74FBD63839C

# EXHIBIT A

## PROJECT SITE

**Parcel A-1:**

A certain 121.16 acres parcel of land within Section 35, Township 28 South, Range 2 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 Section Corner common to Sections 26, 27, 34 & 35, Township 28 South, Range 2 East, WHENCE a found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 27 and 34, Township 28 South, Range 2 East bears, N 89° 44' 54" W, a distance of 2643.06 feet, said course is the basis of bearing for the parcel herein described;

THENCE, from the Point of Beginning and along the Section line common to Sections 26 and 35, Townships 28 South, Range 2 East, S 89° 48' 06" E, a distance of 438.75 feet to a 5/8" rebar with cap #5948 set marking a point on the west right of way line of a 50 foot wide gas easement;

THENCE, continuing along the west right of way line of a 50 foot wide gas easement, S 34° 51' 36" E, a distance of 4,690.46 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 continuing along the west right of way line of a 50 foot wide gas easement, S 34° 51' 36" E, a distance of 1,751.18 feet to a 5/8" rebar with cap #5948 set marking the southeast corner of this parcel;

THENCE, leaving the west right of way line of a 50 foot wide gas easement and continuing along the common Section line of Sections 35 and 2, N 89° 51' 00" W, a distance of 1,548.62 feet to the found U.S.G.L.O. brass cap marking the Quarter Corner common to Sections 2 and 35, Township 28 & 29 South, Range 2 East, being an angle point of this parcel;

THENCE, continuing along the common Section line of Sections 35 and 2, N 89° 43' 41" W, a distance of 2,638.09 feet to the found U.S.G.L.O. brass cap marking the Section Corner common to Sections 34 and 35, Township 28 South, Range 2 East, and Sections 2 and 3, Township 29 South, Range 2 East, and being the southwest corner of the parcel herein described;

THENCE, leaving the Section line common to Sections 35 and 2, and continuing along the section line common to Sections 34 and 35, N 00° 43' 13" E, a distance of 1,435.51 feet to a 5/8" rebar with cap #5948 set marking the northwest corner of the parcel herein described;

THENCE, leaving the Section Line common to Sections 34 and 35, S 89° 43' 41" E, a distance of 3,167.74 feet to the Point of Beginning of the parcel herein described, said parcel containing 5,227,633 sq. ft. or 121.16 acres of land, MORE OR LESS.



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

Docusign Envelope ID: 950AC41B-FBB0-4FE5-97CB-B74FBD63839C

**Parcel A-2:**

A certain 285.034 acres parcel of land within Section 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:

BEGINNING at a found U.S.G.L.O. brass cap marking the Section Corner common to Sections 31 & 32, Township 28 South, Range 3 East, and Sections 5 and 6, Township 29 South, Range 3 East, WHENCE a found U.S.G.L.O. brass cap marking the Quarter Corner on the Township Line common to Sections 5 and 32, Township 28 & 29 South, Range 3 East bears, S 89° 45' 38" E, a distance of 2641.39 feet, said course is the basis of bearing for the parcel herein described;

THENCE, from the Point of Beginning, and leaving the township line of Sections 31 and 6 Township 28 & 29 South, Range 3 East, and continuing along the section line common to Sections 5 and 6, Township 29, South, Range 3 East S 00° 47' 15" E, a distance of 3,156.84 feet to a 5/8" rebar with cap #5948 set marking a point on the parcel of land owned by El Paso Electric Company being Dona Ana County ID 17-19396, and angle point of the parcel herein described;

THENCE, continuing along the El Paso Electric Company parcel, N 76° 53' 46" W, a distance of 146.61 feet to a found rebar marking an angle point of the parcel herein described;

THENCE, S 13° 06' 14" W, a distance of 321.21 feet to a found rebar marking an angle point of the parcel herein described;

THENCE, leaving the El Paso Electric Company parcel, N 76° 53' 19" W, a distance of 3,152.87 feet to a 5/8" rebar with cap #5948 marking a point on the east right of way line of the Pete V. Domenici Highway and southwest corner of this parcel;

THENCE continuing along the east right of way line of the Pete V. Domenici Highway, N 00° 13' 02" E, a distance of 93.88 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE continuing along the east right of way line of the Pete V. Domenici Highway, N 00° 12' 49" E, a distance of 958.61 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE, N 89° 44' 00" E, a distance of 35.00 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE, N 00° 12' 49" E, a distance of 600.00 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE, S 89° 42' 58" E, a distance of 65.00 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE, N 00° 12' 49" E, a distance of 500.00 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;

THENCE, N '89° 49' 57" W, a distance of 65.00 feet to an aluminum cap marked "NMDOT" found at an angle point of the parcel herein described;



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

THENCE, N 00° 12' 49" E, a distance of 580.61 feet to an aluminum cap marked "NMDOT" found at the township line common to Sections 31 and 6 Township 28 & 29 South, Range 3 East;
THENCE continuing along the east right of way line of the Pete V. Domenici Highway, N 00° 59' 28" E, a distance of 565.52 feet to a 5/8" rebar with cap #5948 set on the south right of way line of the abandoned railroad and northwest corner of the parcel herein described;
THENCE, leaving the east right of way line of the Pete V. Domenici Highway and continuing along the south right of way line of the abandoned railroad, N 83° 08' 41" E, a distance of 3,197.61 feet to a 5/8" rebar with cap #5948 set marking the northeast corner of the parcel herein described;
THENCE, leaving the south right of way line of the abandoned railroad, S 00° 47' 15" E, a distance of 959.38 feet to the Point of Beginning of the parcel herein described, said parcel containing 12,416,066 sq. ft. or 285.034 acres of land, MORE OR LESS.

**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,



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

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;



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

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



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e

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.



Document ID: 17f3ed1b5da290fdb23268e5152b22076fa1d34141bdfdd0c6234c0833b1f54e