

PROJECT JUPITER COMMUNITY BENEFITS AGREEMENT

This Project Jupiter Community Benefits Agreement (“CBA”) is made and executed on this 12th day of November, 2025, by and among 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 (collectively, the “Red Chiles”); Yucca Growth Infrastructure, LLC, a Delaware limited liability company (“YGI” and together with Red Chiles, the “Companies”) and Doña Ana County, New Mexico (“County”) (Companies and the County each a “Party” and collectively are the “Parties”), for the benefit of the residents of the County, as related to the development by Companies and Green Chile Ventures, LLC, a Delaware limited liability company (“Green Chile”), of Project Jupiter, as defined and more thoroughly described in the Recitals, below.

RECITALS

WHEREAS, Companies intend to develop a hyperscale data center campus, together with a co-located microgrid (a self-contained energy system consisting of power generation and battery storage), infrastructure for power generation, and related assets (“Project Jupiter”);

WHEREAS, the County desires to encourage economic development and job creation within the County, consistent with applicable laws, policies, and procedures;

WHEREAS, the Project will be comprised of approximately 819 acres of private land in an unincorporated part of Doña Ana County, New Mexico (the “Project Site”);

WHEREAS, the Parties desire to cooperate in the development of Project Jupiter and address some of the significant needs of local residents through this CBA; and

WHEREAS, the Companies and the County had previously entered into a Memorandum of Understanding (“MOU”) and now wish to formalize the agreements set forth in the MOU in this CBA.

NOW THEREFORE, in consideration of the above premises and mutual covenants and agreements herein set forth, the Parties do hereby agree to execute this CBA and agree as follows:

I. Responsibilities of Companies

As an inducement for the County to issue the three series of industrial revenue bonds in the par amount of up to \$165,000,000,000 for Project Jupiter (the “Industrial Revenue Bonds”), to support the community and meet some of the needs identified, Companies hereby agree to the commitments attached hereto as Exhibit A (the “Companies’ Project Commitments”) and incorporated by reference. The obligations under Exhibit A shall extend so long as any of the Industrial Revenue Bonds remain outstanding.

The payments described in Exhibit B attached hereto and incorporated by reference (the “Supplemental Community Investment Funds”) shall be paid to the County by the Companies in the amounts and by the dates described in Exhibit B and the Supplemental Community Investment Funds shall be used by the County for the purposes outlined in this CBA.

II. County Support Obligations

The County finds that Project Jupiter will provide significant economic benefits to the County, the State, and its residents. The County may adopt resolutions from time to time supporting applications the Companies are making to other governmental entities in furtherance of Project Jupiter. The County agrees to budget and use the Supplemental Community Investment Funds provided by this CBA for the purposes outlined in this CBA. The County has authorized the issuance of Industrial Revenue Bonds and the provision of Local Economic Development Act support for the benefit of the Companies and Green Chile (collectively, the “Incentives”) pursuant to Ordinance Nos. 367-2025, 368-2025, and 369-2025, and agrees to proceed to closing on the transactions required to effectuate the Incentives contemporaneously with the execution of this CBA.

III. Timelines, Enforcement, Expenses, Termination and Amendment

The Parties intend for the rights and obligations created by this CBA to be both continuing in nature and cooperative, such that the Parties work together with due diligence and good faith in furtherance of the terms and conditions of this CBA.

Companies shall execute and perform each provision outlined in this CBA, within the timeframe(s) set forth herein; provided, however, that neither Companies nor the County will have any obligation to perform under this CBA if Companies elect to terminate as set forth in the fourth paragraph of this Section III, below.

The Parties agree that (i) Companies will perform or cause to have performed the items set forth in Section I, above, at their expense and (ii) the County will perform or cause to have performed the items set forth in Section II, above, at its expense, except for costs and fees incurred related to the Industrial Revenue Bonds and Local Economic Development Act transactions.

This CBA will remain in full force and effect until the commitments made by both Parties in this CBA are completed (the “Term”). The Companies may terminate this CBA if all of the Companies abandon the Incentives on or before December 31, 2026. Other than as set forth in the preceding sentence, this CBA may be amended or terminated prior to the Term only by written agreement of all the Parties hereto.

The sole and exclusive remedy of the County in the event of a failure by the Companies to satisfy the terms of this CBA will be to avail itself of the applicable rights and remedies corresponding to such failure under the Companies’ respective Lease Agreements with the County (the “Leases”) (subject to the Companies’ applicable notice and cure rights thereunder) in connection with the Industrial Revenue Bonds, which shall include termination of the respective Leases (subject to the Companies’ applicable notice and cure rights thereunder). For the avoidance of doubt, the County

shall have no separate claim for damages or specific performance under this CBA; provided, however, that the County shall have the right to seek payment for unpaid amounts listed in Exhibit B from the Guarantor as provided in the Guaranty provided by Green Chile Ventures LLC for the benefit of the County dated November 12th, 2025.

At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, this CBA may be renewed under the same and/or any subsequent modified terms and conditions for an additional mutually agreed term.

The Parties acknowledge and agree that Community Benefits Obligations as defined in the Leases shall include the obligations listed in Exhibit A and Exhibit B, except that when used in Sections 7.2(A), 8.1, 9.1, and the last sentence of the first paragraph of Section 5.10 of the Leases, Community Benefits Obligations will only include the payments referenced under Exhibit B attached hereto.

IV. Miscellaneous

- 1) This CBA will be binding on and for the benefit of each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, agents, and assigns. With the written consent of the County, which shall not be unreasonably withheld, the Companies may assign this CBA to another entity developing Project Jupiter under the Industrial Revenue Bonds. Upon assumption of the obligations in this CBA by the assignee, appropriate amendments to the Leases under the Industrial Revenue Bonds as may be required, and an opinion of counsel to the assignee addressed to the County that the CBA is a valid, binding obligation of the assignee, the Companies shall be released from all obligations hereunder.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not expressed herein or in the MOU, has been made to or relied upon by any one of them and that this CBA contains the entire agreement between the Parties.
- 4) The recitals on page 1 are incorporated as a part of this CBA.
- 5) If any term, provision, or clause within this CBA will be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the CBA will continue to be in full force and effect.
- 6) This CBA will be governed by and construed in accordance with the laws of the State of New Mexico without regard to its conflict of law's provisions, and any dispute regarding this CBA shall be brought in the Third Judicial District Court in Doña Ana County.

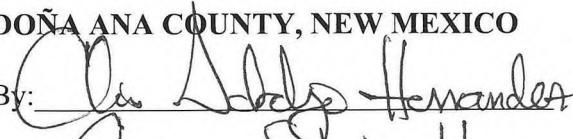
- 7) This CBA may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same agreement.

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AGREED AND ACCEPTED as of the date above first written:

DOÑA ANA COUNTY, NEW MEXICO

By:



Name:

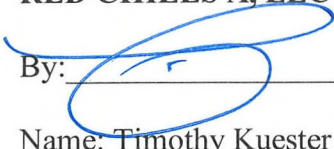
Chris Schaljo Hernandez

Title:

County Commission Chair

[County Signature Page to CBA]

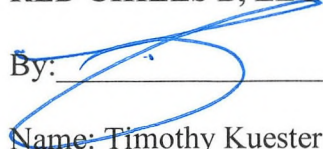
RED CHILES A, LLC

By: 

Name: Timothy Kuester

Title: Authorized Signatory

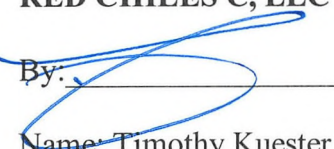
RED CHILES B, LLC

By: 

Name: Timothy Kuester

Title: Authorized Signatory

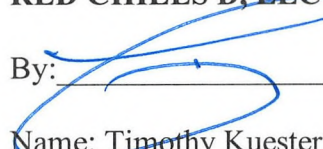
RED CHILES C, LLC

By: 

Name: Timothy Kuester

Title: Authorized Signatory

RED CHILES D, LLC

By: 

Name: Timothy Kuester

Title: Authorized Signatory

YUCCA GROWTH INFRASTRUCTURE, LLC

By: _____

Name: Brannen McElmurray

Title: Authorized Signatory

[YGI Signature Page to CBA]

EXHIBIT A

Companies' Project Commitments

1. The Companies commit to cause an initial capital investment of at least \$50 billion within the first five years of the financing term, with a maximum aggregate investment of up to \$165 billion over a thirty (30) year financing term.
2. Construction is expected to commence in Q4 2025, pending approval of permits, industrial revenue bonds (IRBs) and related LEDA agreements, with initial capacity expected to be operational in Q4 2026 and completion of the initial 400-acre phase, including the microgrid, expected by Q3 2028.
3. During the construction period, anticipated to occur from 2025–2028, the Project expects to create at least 2,500 construction jobs onsite.
4. To maximize local participation, the Companies will work with their general contractors, subcontractors, and facility operators to develop a strategy to inform, recruit, and prioritize local residents and businesses for both construction and long-term operational roles. This includes commitment to a **“Doña Ana County First”** hiring strategy, working with the County to prioritize hiring locally. Project Jupiter is committed to creating a centralized project website with job board and hiring information, hosting informational sessions and creating a local vendor registry to prioritize Doña Ana County hiring. Project Jupiter is committed to hiring locally to provide opportunities for New Mexicans.
5. Job Creation. The Project is committed to creating a minimum of 750 new full-time equivalent jobs and 50 part-time jobs within three years of commencing operation as set forth in the Leases. These jobs will be located on the Project Site in Doña Ana County and will not be remote positions.
6. Wages. These jobs created will have an average annual wage between \$75,000 and \$100,000.
7. Utilities. The Parties acknowledge that the following infrastructure improvements are currently known to be required to support the Project. These infrastructure improvements are described below and subject to change as the Project advances so long as any change does not represent a material deviation from the parameters described below:
 - 8.1 Potable Water – Potable water to be utilized for ongoing operations will be treated drinking water provided by CRRUA/Doña Ana County. The Project Jupiter data center will use a closed-loop cooling system, limiting overall water usage compared to traditional data centers. The daily operational potable water use for the full data center campus buildout will be an average of 20,000 gallons per day with a maximum peak use capped at 60,000 gallons per day. The Companies agree that they will fund the design, permitting and construction associated with any required extensions of public water main to connect to the existing water infrastructure along Highway 136 and serve the Project Site. In the event the County determines there is a benefit to upsizing this

proposed infrastructure to facilitate other needs in the County, the Companies are open to including this additional infrastructure in the Project design.

- 8.2 Domestic Sewer - The Project requires construction of an onsite lift station on the northern portion of the Project Site and offsite extension of force main to tie into CRRUA infrastructure. The Companies agree that they will fund the design, permitting and construction associated with any required extensions of force main to interconnect to existing wastewater infrastructure along Highway 136 and serve the Project Site. The Companies are engaging with CRRUA and Doña Ana County to understand the design parameters of the regional lift station, as shown on the Santa Teresa Strategic Infrastructure Plan, with the goal of identifying opportunities to upsize the onsite lift station to incorporate the regional needs in addition to the Project wastewater discharge needs.
- 8.3 Roadway Improvements – The Companies will align with Doña Ana County and the New Mexico Department of Transportation regarding the construction of the necessary offsite roads to connect the Project Site to Highway 136. The Companies will be responsible for funding the design and construction of a roadway extension from the existing intersection of Highway 136 and Highway 9, extending east along the northern site boundary, or alternate access as agreed to by the Companies and the County, to provide site access to the Project Site.
- 8.4 Onsite Microgrid – Project Jupiter will power itself with an onsite microgrid system (the “Onsite Microgrid System”) that includes natural gas generation, large-scale battery storage, and is actively exploring renewable energy integration in accordance with HB93. The microgrid and energy generated by the Onsite Microgrid System and used by the data center will be paid for by the Companies. The Onsite Microgrid System will not impact existing customers’ power reliability or costs. HB93 further requires that by 2045, all power from qualified microgrids must come from net zero carbon resources, aligning with the State of New Mexico’s energy transition goals. The Onsite Microgrid System will be permitted to use equipment and operations that meet or exceed federal and State of New Mexico air quality permitting standards.
- 8.5 Environmental Studies. As part of the site diligence activities to date, a Phase I Environmental Site Assessment has been completed and there are no Recognized Environmental Concerns or issues of note on the Project Site. Environmental reviews are a required part of the permitting process, and the Companies will submit all environmental analyses required by state and local regulations. Project Jupiter is working with the applicable County, State, and federal agencies to complete all necessary studies before construction begins. These reviews cover overall environmental conditions at the proposed Project Site.

EXHIBIT B

Supplemental Community Investment Funds Payment Schedule

Initiative	Description	Aggregate Amount	Payment Deadline(s)	Allocation
Local Workforce Development Education Fund	Support for university, college and high school workforce development programs, including the construction of a Career and Technical Education Facility for Las Cruces Public Schools, new Public Safety Campus serving Otero and Doña Ana Counties, and the New Mexico State University Workforce Program.	\$4,000,000	\$4,000,000 on or before December 31, 2026	Red Chiles: \$3,000,000 YGI: \$1,000,000
Doña Ana County Community Fund	Support Phase 1 of construction of a new Boys and Girls Club of Las Cruces at the El Paseo site within Doña Ana County.	\$1,500,000	\$1,500,000 on or before December 31, 2026	Red Chiles: \$1,125,000 YGI: \$375,000
Advancement of Desalination for Doña Ana County Clean Drinking Water	Fund the recently closed RFP to advance the evaluation and exploration of a proposed desalination plant as a long-term solution to drinking water needs within Doña Ana County.	\$250,000	\$250,000 on or before December 31, 2026	Red Chiles: \$187,500 YGI: \$62,500
Doña Ana Community College Regional Connectivity Contribution	Support regional connectivity between the Las Cruces and Santa Teresa campuses for Doña Ana Community College.	\$150,000	\$150,000 on or before December 31, 2026	Red Chiles: \$112,500 YGI: \$37,500
Doña Ana County Habitat Restoration Projects	Support preservation, improvement and protection of key habitats around Doña Ana County.	\$1,000,000	\$500,000 on or before December 31, 2026 and \$50,000 annually thereafter, with the last payment occurring on December 31, 2036	Red Chiles: \$375,000 and \$37,500 annually Total: \$750,000 YGI: \$125,000 and \$12,500 annually Total: \$250,000

County Projects (Building Permit Payments)	Funds for County discretionary projects as consideration for building permit fee reduction.	\$4,500,000	\$500,000 on or before 12/31/25 \$1,500,000 on or before 12/31/26 \$1,500,000 on or before 12/31/27 \$1,000,000 on or before 12/31/28	<u>Red Chiles:</u> 2025: \$375,000 2026: \$1,125,000 2027: \$1,125,000 2028: \$750,000 Total: \$3,375,000 <u>YGI:</u> 2025: \$125,000 2026: \$375,000 2027: \$375,000 2028: \$250,000 Total: \$1,125,000
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