



201 Third Street  
P.O. Box 24  
Henderson, KY 42419-0024  
270-827-2561  
www.bigrivers.com

April 12, 2021

Mr. Greg Grissom  
President and CEO  
Jackson Purchase Energy Corporation  
2900 Irvin Cobb Drive  
P. O. Box 4030  
Paducah, KY 42002-4030

Re: Retail Electric Service Agreement  
Blockware Mining, LLC

Dear Greg:

This letter agreement (“*Letter Agreement*”) will evidence the concurrence of Big Rivers Electric Corporation (“*Big Rivers*”) with the terms of the Agreement for Electric Service between Jackson Purchase Energy Corporation (“*Jackson Purchase*”) and Blockware Mining, LLC (the “*Retail Customer*”), a copy of which is attached hereto (the “*Retail Agreement*”), and the agreement between Big Rivers and Jackson Purchase with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the October 14, 1977, wholesale power agreement between Big Rivers and Jackson Purchase, as amended, and Big Rivers’ filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.


(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Jackson Purchase the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Jackson Purchase in the Retail Agreement, and Big Rivers shall have the benefit of Retail Customer’s obligations in such agreement. Big Rivers will supply the facilities required to deliver power to the delivery point, as defined in the Retail Agreement, and to meter electrical usage by Retail Customer.

(3) **Obligations of Jackson Purchase.** Jackson Purchase shall take and pay for electric power and energy delivered by Big Rivers in accordance with the Retail Agreement, with demand and energy being measured in accordance with the Retail Agreement.

(4) **Obligation of Jackson Purchase for Minimum Billing Demand and Termination Charges.** Jackson Purchase agrees to bill Retail Customer for any minimum billing demand charges in excess of measured demand, any termination charges, and any other amounts due under the Retail Agreement, and agrees to pay over to Big Rivers all funds actually collected under such billings. The terms of this paragraph do not affect the obligation of Jackson Purchase to pay Big Rivers in accordance with Big Rivers’ tariff as and when billed for the wholesale charges for electric power and energy actually consumed by Retail Customer.

(5) **Division of Any Partial Payments.** Jackson Pur

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Linda C. Bridwell  
Executive Director



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rata share of any partial payment made to Jackson Purchase by or on behalf of Retail Customer.

(6) **RUS Collateral Assignment.** Notwithstanding any other provision of this Letter Agreement to the contrary, Big Rivers may, without the written consent of Jackson Purchase and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Agreement or its rights under this Agreement to create a security interest for the benefit of the United States of America, acting through the Rural Utilities Service ("*RUS*"), or other secured party (directly or through an indenture trustee or other collateral agent; collectively, including such indenture trustee or other collateral agent, a "*Secured Party*"). Thereafter, a Secured Party, without the written consent of Jackson Purchase, may (i) cause this Agreement (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (A) Big Rivers is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Jackson Purchase written notice of such default; and (B) the applicable Secured Party has given Jackson Purchase not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser.

(7) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance by the Public Service Commission of Kentucky, and upon receipt of any consents or approvals required under Big Rivers' agreements with its creditors, including the RUS. Big Rivers will provide Jackson Purchase written notice when all those required consents and approvals have been received.

(8) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Jackson Purchase. The Retail Agreement shall not be amended without the advance written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer for minimum demand charges and termination charges.

If this Letter Agreement is acceptable to Jackson Purchase, please indicate that acceptance by signing in the space provided and returning four signed counterparts to us.

Sincerely yours,


BIG RIVERS ELECTRIC CORPORATION



Robert W. Berry  
President and CEO

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Executive Director



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ACCEPTED:

JACKSON PURCHASE ENERGY CORPORATION



Greg Grissom  
President and CEO

Date: 4-12-21

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