

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE ("Agreement") made July 15, 2021 (the "Effective Date"), between **KENERGY CORP.**, P.O. Box 18, Henderson, KY 42419 (hereinafter called the "Seller"), and **AZTECA MILLING L.P.**, 5601 Executive Drive, Suite 650, Irving, TX 75038, with a service address of 5301 Industrial Park Drive, Henderson, KY 42420, a corporation (hereinafter called the "Consumer").

WHEREAS, the existing agreement for electric service at 5301 Industrial Park Drive, Henderson, KY, dated August 26, 1988, is between Seller's predecessor in consolidation, Henderson Union Electric Cooperative Corp. and Consumer's predecessor in interest, Valley Grain Products, Inc.; and

WHEREAS, the parties desire to recognize the identity of Seller and Consumer and state the agreement for electric service;

NOW, therefore, the Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy, which the Consumer may need at the aforementioned location, up to 3,000 kilowatts (the "Maximum Contract Demand"), except as otherwise provided herein, upon the following terms:

1. **SERVICE CHARACTERISTICS**

- A. Service hereunder shall be alternating current, sixty cycles, nominal 12,470Y/7,200 volts, 3 phase, 4 wire.

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B. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder. 2.

PAYMENT

A. The Consumer shall pay the Seller for service hereunder at the rates upon the terms and conditions set forth in Seller's Schedule 35, as it may be amended from time to time. A copy of Seller's current Schedule 35 is attached to and made a part of this Agreement as Exhibit "A." Notwithstanding any provision of Schedule 35, the Maximum Contract Demand of Consumer beginning on the Effective Date shall be 3,000 kW. Minimum Contract Demand shall always be 60% of the Maximum Contract Demand in effect in the billing month.

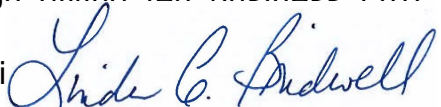
B. **[RESERVED]**

C. **[RESERVED]**

D. Bills for service hereunder shall be paid at the office of the Seller at Kenergy Corp, 6402 Old Corydon Rd., Henderson, KY 42420.

E. Such payments shall be due on the 20th day of each month for service furnished during the preceding monthly billing period; provided however that in order for Consumer to pay on the 20th day of each month, Seller must have delivered the corresponding invoice with at least ten (10) days in advance to the payment date.

F. If payment in full is not paid on the 20th of the month, the Seller may discontinue service to the Consumer upon giving ten business (10) days' written notice to the Consumer of its i

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however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

G. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make an equivalent modification in the rate for service hereunder, provided that Seller will notify Consumer in advance of such modification with at least ten (10) days.

H. Consumer's payment obligations under this Section 2 shall survive termination of this Agreement.

3. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. The uninterrupted supply of electric power and energy hereunder is subject to the terms and conditions set forth in Addendum 2 hereof.


4. RIGHT OF ACCESS

5. Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof. **TERM**

This Agreement shall become effective upon the approval or acceptance referred to below in Section 7 and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until and unless terminated by either party giving to the other three (3) months prior notice in writing (the "Term").

6. SECURITY DEPOSIT

A. As security for payment of its monthly billing further be required to provide Seller a cash deposit or provide an irrevocable

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bank letter of credit representing two (2) months' estimated billing, being the total amount of \$142,140.34 (the "Security Deposit") and Seller hereby acknowledges receipt of the same on October 21, 2020.

B. Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually to Consumer. Letters of credit for the foregoing securities may be combined and must be approved in advance by Seller as to form and issuer. The Parties shall adjust the deposit or bank letter of credit required by Paragraph 6(A) to reflect changes in the amounts of the obligations of Consumer secured by the deposit or bank letter of credit whenever requested by Consumer, but not more frequently than semi-annually.

C. Consumer's obligations under this Section 6 shall survive termination of this Agreement.

D. Should this Agreement be terminated, Seller shall return to Consumer the Security Deposit within ten (10) days of the date of payment of all sums due by Consumer, including any interest accrued to the date of return of the Security Deposit.

7. SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto and may be assigned by Consumer with the consent of Seller, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Consumer shall not relieve Consumer of its obligations to Seller hereunder unless Consumer has been expressly relieved of those obligations by Seller, in writing. This contract shall not be effective unless and until all necessary approvals are received from the Public Utilities Service and Kentucky Public Service Commission, whichever occurs later.

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8. ADDENDA

The addenda to this Agreement are attached hereto and incorporated herein as a part of this Agreement for electric service.

9. PRIOR AGREEMENT

This Agreement replaces the prior Agreement between Seller's predecessor, Henderson Union Electric Cooperative Corp., and Consumer's predecessor, Valley Grain Products, Inc. which shall terminate upon the effective date of this Agreement.

10. NOTICE

Except as herein otherwise expressly provided, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or by any qualified and recognized delivery service, or sent by United States mail postage prepaid to the persons specified below unless otherwise provided for in this Agreement.

TO CONSUMER: Azteca Milling, L.P.
Attn: Legal Department
5601 Executive Drive, Suite 800
Irving, TX 75038
With a copy to:
legal@missionfoods.com

TO SELLER:

President and CEO
Kenergy Corp.
P.O. Box 18
Henderson, Kentucky 42419
Telephone: (270) 831-4600
Facsimile: (270) 826-3999

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Any notice from Consumer to Seller required by the terms of this Agreement shall be given concurrently to Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420, Attn: President and CEO, using the same methodology required by this Agreement for notice to Seller.

[remainder of page intentionally left blank]

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

KENERGY CORP.
Seller

By 
Jeffrey Hohn (Jul 15, 2021 17:43 CDT)
Printed Name Jeffrey Hohn
Title **President and CEO**

AZTECA MILLING, L.P.
Consumer

By 
Francisco Martinez (Jul 15, 2021 16:51 CDT)
Printed Name **Francisco Martínez**
Title **Vice President**

By 
Alberto Jaques (Jul 15, 2021 14:59 CDT)
Printed Name **Alberto Jaques**
Title **Vice President - Manufacturing**




ADDENDA TO AGREEMENT FOR ELECTRIC SERVICE

ADDENDUM 1

1.10 Electric Disturbances and Phase Balancing.

(a) Consumer shall not use the power and energy delivered under this Agreement in such manner as to cause a System Disturbance (as defined below). A system disturbance is a use of electric power and energy which directly or indirectly results in a risk of harm to human beings or material damage to or interference with the transmission system of Seller's wholesale power supplier (the "Wholesale Transmission System"), a system connected with the Wholesale Transmission System, or facilities or other property in proximity to the Wholesale Transmission System, or the plant, facility, equipment or operations of any other customer served directly or indirectly from the Wholesale Transmission System (a "System Disturbance"). A System Disturbance includes, but is not limited to: (a) Harmonic Distortion: a level of current harmonic total demand distortion (TDD) measured at a consumer's point of delivery that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and, (b) Phase Imbalance: a use of capacity and energy in such a manner that causes a current imbalance between phases greater than 5% at a retail customer's point of delivery.

(b) Seller may require Customer, at Customer's expense, to make such changes in its system as may be reasonably necessary to eliminate System Disturbances. If Customer's use of power and energy creates an imbalance between phases that causes a System Disturbance, and fails to make changes in its system requested by Seller to correct such condition, in addition to any

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Seller may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load on any phase.

(c) Consumer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Consumer's power factor is less than 90% at time of maximum load, Seller reserves the right to require Consumer to choose either (a) installation at Consumer's expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

(c) Consumer acknowledges and agrees that Seller shall have no responsibility for damage to any property, or to any equipment or devices connected to Consumer's electrical system on Consumer's side of the Delivery Point that results solely from acts or omissions of Consumer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Consumer's electrical system on Consumer's side of the Delivery Point.

1.20 Facilities to be Provided by Consumer.

(a) Consumer will provide, cause to be provided, or continue to provide (without cost to Seller) permanent easements upon Consumer's property which in the opinion of the Seller are necessary for the construction or con

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facilities which the Seller or its wholesale power supplier must furnish or has furnished to provide electric service under this Agreement.

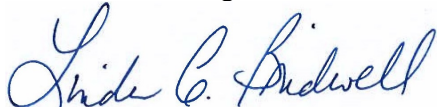
(b) Except as provided in paragraph 1.30 of this Addendum, Consumer shall furnish and install, or cause to be furnished or installed, such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the point of delivery, including such protective devices as may be reasonably necessary in the opinion of the Seller to protect the system of the Seller from disturbances caused by Consumer. Plans for equipment to be installed for such protection shall be submitted to Seller for prior approval.

1.30 Facilities to be Provided by Seller. Seller has furnished and installed all of the facilities required for the delivery of electric power and energy to the point of delivery, including the following facilities:

(a) One 69,000 volt to 12,470Y17,200 volt electrical substation including a 10,000 KVA power transformer, switchgear, supporting structures, protective devices and associated bus and hardware.

(b) Metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, coordinate and deliver electrical power and energy from Seller's substation to Consumer's delivery point.


1.40 Construction Standards. Consumer shall construct and maintain any facilities it builds or has built under an obligation created by this agreement in accordance with applicable provisions of the National Electrical Safety Code of the American National Standards Institute (ANSI C2), and other applicable laws, codes, and regulations, provided however Seller shall have no duty to inspect those

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with such standards. Each party shall own, maintain and operate the facilities it purchases and installs.

ADDENDUM 2

Force Majeure. In the event performance of this Agreement is limited or prevented in whole or in part by Acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the Government (whether federal, state, or local, civil or military), civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines or inability of either party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (whether federal, state, or local, civil or military), or any other cause beyond the reasonable control of the parties hereto (each a "Force Majeure Event"), whether or not specifically provided herein, upon such party's giving notice and reasonably full particulars of such Force Majeure Event, in writing to the other party within a reasonable time after the occurrence of the Force Majeure Event, the party whose performance is so limited or prevented shall be excused, discharged and released from the performance to the extent such performance is limited or prevented, but only for the period when the performance is limited or prevented. Thereafter all of the terms of this Agreement shall remain in effect. Each Party will, in the event it experiences a Force Majeure Event, use all commercially reasonable efforts to eliminate the effects of such Force Majeure Event on its performance as soon as reasc

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bill due during a billing period when a Force Majeure Event occurs shall be prorated based upon the duration of the effect of the Force Majeure Event, but nothing contained herein shall excuse Consumer from the obligations of paying at the time provided herein, for any power consumed by it. In no event shall this Agreement subject either party to liability for consequential or incidental damages, or damages for loss of anticipated profits.

ADDENDUM 3

3.10 Remedies of the Parties. Waiver at any time by either party of rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter. Except as specifically provided herein, this Agreement shall not be construed to abridge, limit, or deprive either party of any remedy for breach of the provisions herein which would otherwise be available at law or equity.

3.20 Reports and Information. Consumer shall furnish to the Seller such reports and information concerning the matters addressed in or matters arising out of the Agreement or any addendum thereto as the Seller may reasonably request from time to time.

3.30 Jurisdiction and Venue. The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representatives, or agreement either oral or written, between the parties hereto with respect to the subject matter herec

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service to the Consumer is subject to the provisions of the Articles of Consolidation and Bylaws of Seller and is subject to the lawful orders of the Kentucky Public Service Commission. All respective rights and obligations of the parties shall be governed by the laws of the State of Kentucky. Venue of any action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be Henderson County, Kentucky.

3.40 Severability. Should any provision or provisions of this Agreement be declared void or illegal by any court of competent jurisdiction, then such void or illegal provision or provisions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect.














Contract Draft - Azteca-2021 v.f.

Final Audit Report

2021-07-15

Created:	2021-07-15
By:	Ernesto Lappe (elappem@gruma.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7T-Pe8MaWnx4AgGgH5vH-MPUoGGOEgdj

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-  Document created by Ernesto Lappe (elappem@gruma.com)
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-  Document emailed to Francisco Martinez (francisco_martinez@gruma.com) for signature
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-  Document emailed to Alberto Jacques (ajacques@aztecamilling.com) for signature
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-  Document e-signed by Jeffrey Hohn (jhohn@kenergycorp.com)
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-  Agreement completed.
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