

AGREEMENT FOR ELECTRIC SERVICE

[BLOCK MINING NEW COMMERCE PARK SITE]

THIS AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is made and entered into as of the 26th day of January, 2026, among **JACKSON PURCHASE ENERGY CORPORATION**, a Kentucky rural electric cooperative corporation, with its principal office located at 6525 US Hwy 60 W, Paducah, KY 42001 (“Seller”), **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky rural electric cooperative corporation, with its principal office located at 710 W. 2nd Street, Owensboro, KY 42301 (“Big Rivers”), and **BLOCK MINING, INC.**, a Delaware corporation, with its principal office located at 5657 Commerce Drive, Paducah, KY 42001 (“Customer”) and with a service address at which Customer intends to take retail electric service under this Agreement for a new facility to be located at 5657 Commerce Drive, Paducah, Kentucky 42001, or such other location in Commerce Park as may be agreed between Seller and Customer in writing (the “Facility”). Seller and Customer are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Seller will provide retail electric service to the Facility under the terms of this Agreement;

WHEREAS, Seller will purchase the electric power and energy for resale to Customer from Big Rivers under a wholesale power contract dated October 14, 1977, as has been and may be amended from time to time (the “Wholesale Power Contract”);

WHEREAS, Customer is agreeable to locating the Facility in the Commonwealth of Kentucky contingent upon Seller providing the electrical requirements for the Facility under the terms of this Agreement; and

WHEREAS, the Parties desire that Big Rivers hold, and Big Rivers is willing to hold, Customer’s credit support under the terms set forth in this Agreement;


NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
GENERAL OBLIGATIONS

1.01 Basic Obligations of the Parties. Seller shall supply, sell, and deliver to Customer, and Customer shall accept and pay for all of the electric power and energy Customer may need for the operation of the Facility, up to the Maximum Contract Demand as defined in Section 2.03(b), subject to the terms and conditions set forth herein. The electric service provided hereunder is subject to the rules, regulations, and orders of the Public Service Commission of Kentucky (the “Commission”) as may be applicable and effective from time to time. Except as otherwise provided herein, this Agreement contains the exclusive terms on which Seller will provide electric service to the Facility during the term of this Agreement.

1.02 Membership. Customer shall be a member of applicable rules and regulations as may from time to time be adopted.

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1.03 Performance by Seller. Big Rivers shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and Big Rivers may enforce any such covenant by action in its own name or may require Seller to enforce such covenant for and on behalf of Big Rivers.

ARTICLE II
SERVICE CHARACTERISTICS

2.01 Delivery Point and Character of Service. The “Delivery Point” of the electric power and energy made available under this Agreement shall be the point of connection of Customer’s bus with Big Rivers’ step-down transformers serving the Facility. The electric power and energy delivered under this Agreement will be in the form of three-phase alternating current (60 hertz) at nominal 12.470 kV voltage level.

2.02 Service Restriction. Customer 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.

2.03 Contract Demand.

- (a) “Billing Demand” shall be considered equal to the highest integrated 30-minute clock-hour non-coincident peak demand during a billing month; provided, however, that the Billing Demand for any billing month shall not be less than the applicable Peak Demand as established in Exhibit C.
- (b) Customer’s maximum contract demand that Seller is required to provide in any month during the Term of this Agreement (the “Maximum Contract Demand”) shall be [REDACTED]
- (c) For each twelve-month period during the term of this Agreement (each such period running from June 1 through May 31 of the following calendar year, and each such period being a “Planning Year”), Customer shall nominate the Peak Demand for each Season (as defined by the Midcontinent Independent System Operator, Inc. (“MISO”)) of that Planning Year as established in Exhibit C.
- (d) After the Peak Demand for each Season of a Planning Year has been established, the Parties may mutually agree to change the Peak Demand for any or all of the Seasons of the Planning Year, subject to applicable law, Big Rivers’ consent, the availability of capacity, MISO rules, and the capability of Big Rivers’ then-existing transmission facilities. Neither Seller nor Big Rivers shall be obligated under this Agreement to supply capacity in excess of the ~~Maximum Contract Demand~~, as defined in Section 2.03(b) of this Agreement.

2.04 System Disturbances; Obligation for Damages.

- (a) A “System Disturbance” shall be deemed to exist directly or indirectly results in a risk of harm to health, safety or substantial interference with the functioning of the Big Rivers generating system.

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or transmission system, Seller’s distribution system, or the plant, facility, equipment or operations of any customer of one of Big Rivers’ distribution cooperative members. A System Disturbance includes, but is not limited to: (i) a level of current harmonic total demand distortion (“TDD”) measured at the Delivery Point that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and (ii) a use of capacity and energy in such a manner that causes a current imbalance between phases greater than five percent at the Delivery Point.


- (b) In its role as Local Balancing Area Operator in MISO and reader of the meters serving Seller, Big Rivers shall have primary responsibility for determining the existence and source of System Disturbances. If Big Rivers reasonably believes that Customer is responsible for a System Disturbance, it shall provide notice to Seller and Customer, and Customer may take, but shall not be obligated to take, appropriate action at its sole expense to cure, correct or suppress such System Disturbance. If the Customer declines for any reason to take action to correct the System Disturbance, then Seller shall undertake, or cause Big Rivers to undertake, appropriate action to cure, correct or suppress such System Disturbance. If Customer is determined to be the source of the System Disturbance, Customer shall be obligated to reimburse Seller for all reasonable costs incurred by Seller or Big Rivers to cure, correct or suppress such System Disturbance.
- (c) Neither Seller nor Big Rivers shall have any responsibility for damage to any property, or to any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point to the extent that such damage results from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point. The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Delivery Point it becomes the responsibility of Customer, and neither Seller nor Big Rivers shall be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of said electric power and energy on Customer’s premises, or elsewhere, after it passes the Delivery Point except where such loss or damage shall be shown to have been occasioned by negligence of Seller or Big Rivers, their agents or employees.

2.05 Power Factor. Customer 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-eight percent (98%). If Customer’s power factor is less than 98% at time of maximum load, Seller reserves the right to require Customer to choose either (a) installation at Customer’s expense of equipment which will maintain a power factor of 98% or higher; or (b) adjustment of the Maximum Contract Demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts}}{\text{Power Factor (\%)}} \times 98\%$$

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2.06 Metering.

- (a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Big Rivers, and shall be and remain the property of Seller or Big Rivers.
- (b) Each meter shall be read on or about the first day of each month, or such other day as the Parties may mutually agree upon, by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.
- (c) All inspections and testing of metering equipment shall be performed in accordance with the Commission’s applicable rules and regulations.

2.07 Easements and Facilities Provided by Customer.

- (a) Customer shall furnish, operate, and maintain (or cause to be furnished, operated, and maintained) 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 Delivery Point.
- (b) Customer shall provide or cause to be provided, without cost to Seller or Big Rivers, the following facilities which are or may be necessary for Seller to supply the electric consuming facilities of Customer with retail electric service and for Big Rivers to supply Seller with the corresponding wholesale electric service:
 - (i) Adequate sites for the construction and erection of such new substations and other facilities and future alterations to such new facilities as may from time to time be necessary to serve Customer, at such locations and of such dimensions as mutually agreed upon with the fee simple title thereto, rough graded to Seller’s or Big Rivers’ requirements, as may be from time to time required by Seller or Big Rivers;
 - (ii) Easements for rights-of-way upon Customer’s property, at such locations and of such dimensions as determined by Seller and which are necessary for the construction of facilities which Seller or Big Rivers must furnish to provide electric service under this Agreement. If Customer wishes to move any such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer’s expense;
 - (iii) An easement for ingress and egress for the exercise by Seller and Big Rivers of their rights under this Agreement; and
 - (iv) Facilities for Big Rivers’ metering equipment.

2.08 Facilities Provided by Seller. Seller has or will furnish to Big Rivers to furnish, at Customer’s cost, all of the facilities required up to the Maximum Contract Demand and the associated energy

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the metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, and coordinate the delivery of electrical power and energy between Seller's and Customer's facilities (the "New Facilities"). Customer shall be required to deposit with Seller Seller's estimated cost of Seller's New Facilities and shall be required to deposit with Big Rivers Big Rivers' estimated cost of Big Rivers' New Facilities, in accordance with the milestone payments listed in Exhibit A. Upon completion of the New Facilities or if this Agreement is terminated prior to the completion of the New Facilities, the estimated costs will be trued-up to Seller's and Big Rivers' actual costs. If the actual costs exceed the deposited amounts, Seller and Big Rivers will apply the deposits, and Customer will promptly pay the shortage to Seller or Big Rivers, as applicable. If the actual costs are less than the deposited amounts, Seller and Big Rivers will promptly refund the excess to Customer and apply the remaining deposits.

2.09 Operation and Maintenance of Facilities.

- (a) Seller shall cause Big Rivers to construct, operate, and maintain all facilities and equipment owned by Big Rivers and required to supply retail electric service to Customer in accordance with the terms of this Agreement.
- (b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that Seller shall have no duty to inspect such facilities for compliance therewith.
- (c) Nothing in this Agreement shall be construed to render either Party or Big Rivers liable for any claim, demand, cost, loss, cause of action, damage, or liability of whatsoever kind or nature arising out of or resulting from the construction, operation, or maintenance of such Party's (or Big Rivers') electric system or electric systems connected to such Party's (or Big Rivers') electric system.

2.10 Right of Removal. Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either Party (or Big Rivers) on or in the premises of the other Party shall be and remain the property of the Party (or Big Rivers) owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove such equipment, apparatus, devices, or facilities.

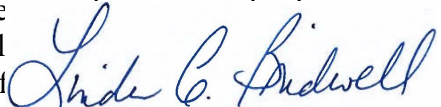
2.11 [Intentionally omitted.]

2.12 [Intentionally omitted.]

2.13 Ancillary Services; Transmission. Big Rivers (on Seller's behalf) shall be responsible for procuring transmission and ancillary services at Customer's cost needed to deliver capacity and energy to Customer under this Agreement, subject to the terms and conditions set forth hereunder; provided, however, the Parties acknowledge that Seller shall be responsible for the performance in connection with the procurement of transmission services performed by Big Rivers, except as provided in Exhibit C.

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2.14 Curtailment; Interruption. Big Rivers and Seller shall have the right to curtail Customer’s load as needed to resolve local voltage issues, to preserve system integrity (both on Big Rivers’ system and on the interconnected electric network), or to comply with MISO rules or directives. Customer may be curtailed before any other load on Big Rivers’ or Seller’s system in the event of an Energy Emergency Alert Level 3 alert.

2.15 Demand Response Programs. Big Rivers shall have the right of first refusal to administer on behalf of Customer the Facility’s participation in any demand response programs and/or wholesale markets operated by MISO at the rates and terms set forth herein. Customer may also participate in other demand response programs offered by Seller for which Customer qualifies, at the rates and terms of any applicable tariff of Seller. For the avoidance of doubt, in the event that Seller refuses or is otherwise unqualified, unable, or unwilling to administer on Customer’s behalf Customer’s participation in any wholesale market operated by MISO or other demand response programs, including, without limitation, ancillary services, load management response, price response, or the like, then Customer shall always have the right to directly or indirectly self-manage, source, or engage a third party broker in its discretion to facilitate Customer’s market participation at its own rates and terms independently agreed to by Customer with such broker.

ARTICLE III
PAYMENT

3.01 Rates. During the Term of this Agreement, Customer shall take service from Seller at the rates set forth in Exhibit C hereto and under any applicable tariffs of Seller, as they may be amended from time to time, or any successor tariff(s), all of which are incorporated herein by reference. Seller shall take service from Big Rivers under Big Rivers’ Large Industrial Customer Expansion Rate (“LICX”) tariff, as such tariff may be amended from time to time, and any other applicable tariffs of Big Rivers, or any successor tariff(s), all of which are incorporated herein by reference. Notwithstanding the foregoing, to the extent any provision of this Agreement, including the exhibits hereto, are inconsistent with the tariffs referenced in this section, the provisions of the Agreement shall prevail.

3.02 Taxes. Customer shall pay all taxes, charges, fees, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing

(a) Monthly Billing. Bills for service hereunder shall be paid electronically or at the office of the Seller as follows:

Jackson Purchase Energy Corporation
P. O. Box 3000
Hopkinsville, KY 42241-3000

Big Rivers shall bill Customer monthly. Such monthly bills will include amounts Customer owes under this Agreement, including amounts attributable to service to Customer and include true-up amounts as required. Payments shall be made to Seller which shall be (i) the 15th day of each month for service furnished during the

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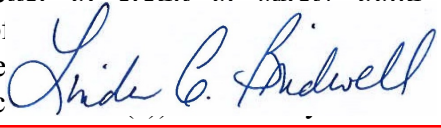
preceding monthly billing period, or (ii) the next Business Day following the 15th if the 15th day is on a day other than a Business Day, provided Big Rivers has sent the monthly invoice to Customer. “Business Day” means any day other than a Saturday, Sunday, or legal holiday on which state-chartered commercial banking institutions in Kentucky are authorized by law to be closed. If payment in full is not received by Seller on or before the Due Date, or if Customer fails to maintain adequate credit support or payment security as required hereunder, Seller may discontinue service to the Customer without further action on the part of Seller by giving the Customer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Customer of any of its obligations under this Agreement or limit Seller’s other remedies under this Agreement. Simple interest equal to the then-effective prime commercial lending rate as published in the “Money Rates” section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the Due Date until paid.

3.04 Credit Support.

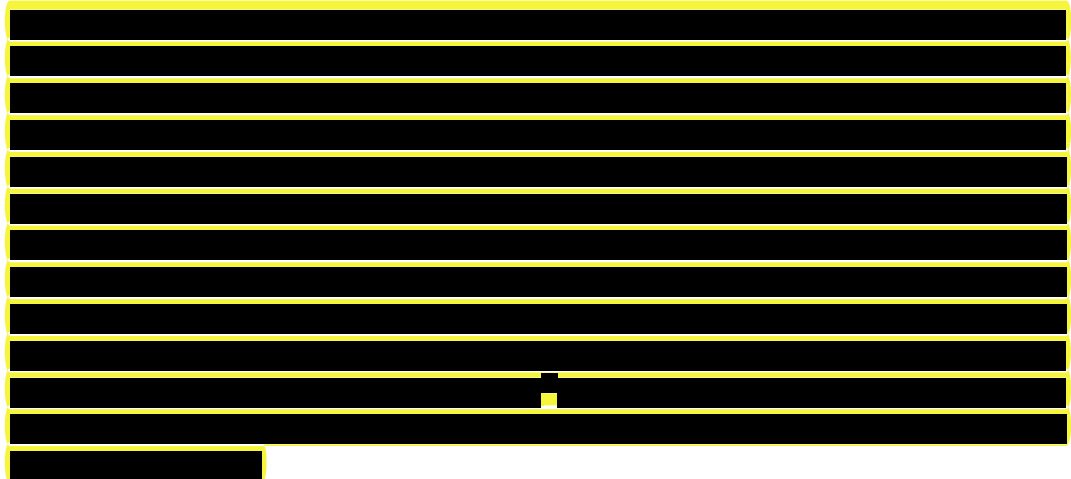
(a) Prepayment or Credit Support for Demand Charges. Big Rivers (on Seller’s behalf) will secure the capacity necessary for Seller to provide service to Customer under this Agreement in the MISO Planning Resource Auction (“PRA”) or through alternative hedging arrangements pursuant to Paragraph B of Exhibit C. Once Big Rivers determines the cost of such capacity for a Planning Year, Big Rivers will notify Customer of such cost, and within 15 days of such notification, Customer shall either prepay for the capacity for the entire Planning Year or shall provide to Big Rivers and maintain an irrevocable bank standby letter of credit or surety bond in an amount equal to the cost of the capacity for the entire Planning Year. For the MISO PRA, the cost of the capacity is the Demand Charges for the entire Planning Year, calculated pursuant to Paragraph A(1)(d) of Exhibit C, less the Distribution and Wholesale Demand Adders. If Customer elects to provide credit support under this subsection, Customer may reduce the amount of the credit support after each month of the Planning Year so long as the remaining credit support is equal to Big Rivers’ then-remaining Capacity Obligation for the Planning Year.

(b) In the event that Big Rivers becomes entitled to receive future, non-contingent revenues, credits, or other compensation that the Facility is entitled to as a result of the Facility’s participation in any MISO demand response programs pursuant to Section 2.15, the prepayment or credit support required under this Paragraph for a Planning Year will be reduced by the amount of such revenues, credits, or other compensation Big Rivers will receive for that Planning Year.

(c) Credit Support for other Monthly Billing Obligations. Within fifteen (15) calendar days of the Effective Date of this Agreement, Customer shall provide to Big Rivers and maintain an irrevocable bank standby letter of credit or surety bond representing two (2) times Big Rivers’ estimate of then current Planning Year (excluding any De prepayment or credit support required by subsec

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payment of Customer’s monthly billing obligations. In the event Customer fails to pay any monthly billing invoice by the Due Date, after notifying Customer of its intent to do so, Seller and/or Big Rivers may, in addition to and without limiting any other remedies available to them, call on the standby letter of credit or surety bond provided in this subsection or any other security deposit, payment security, or credit support provided by Customer under this Agreement to satisfy any unpaid invoices. The level of credit support required by this section will be recalculated by Big Rivers at the start of each Planning Year and six months thereafter; provided that Big Rivers shall have the option to additionally recalculate the level of credit support at any time. In the event any such recalculation differs by more than 10% from the level of credit support previously required at the time of the recalculation, then the required level of credit support under this subsection shall be reset based on the new calculation. Customer shall provide the level of credit support required by Big Rivers within fifteen (15) calendar days after each such reset. For avoidance of doubt, Customer’s payment must arrive in Seller’s bank account on or before the Due Date to avoid application of this subsection.




In the event that Customer ceases participation as a Demand Response Resource in MISO, the Parties will negotiate in good faith an adjustment to the credit support required under this subparagraph (c) to offset the increased risk to Big Rivers and Seller.

ARTICLE IV
CONTINUITY OF SERVICE

4.01 Continuity of Service. Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, Seller does not guarantee uninterrupted service from maintenance and similar temporary outages or a Force Majeure Event, and neither Seller nor Big Rivers shall be responsible for damage to Customer occasioned by maintenance and similar temporary outages or a Force Majeure Event as defined in Section 4.02 of this Agreement.

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4.02 Force Majeure. In the event a Party’s or Big Rivers’ performance of this Agreement is limited or prevented in whole or in part by Acts of God, strikes, labor trouble, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government (whether federal, state, or local, or civil or military), civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, or inability 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, or civil or military), or any other cause beyond the reasonable control of the Parties or Big Rivers whether or not specifically provided herein (each a “Force Majeure Event”), the obligations (other than payment obligations) of both Parties and Big Rivers shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected Party or Big Rivers gives notice and reasonably full particulars of such Force Majeure Event, first by telephone and then confirmed in writing, to the other Party(ies) within a reasonable time after the occurrence of the Force Majeure Event. Each Party and Big Rivers 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 reasonably possible; provided that nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

ARTICLE V
RIGHT OF ACCESS

5.01 Duly authorized representatives of the Seller (including Big Rivers) shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions hereof.

5.02 Customer shall furnish to Seller such reports and information concerning the matters addressed in or matters arising out of this Agreement or any exhibit hereto as the Seller may reasonably request from time to time.

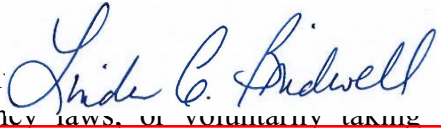
ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

6.01 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

- (a) Failure by Customer to make any payment in accordance with this Agreement on or before its Due Date;
- (b) Written notice of a Failure of a Party to perform any material duty imposed on it by this Agreement, including but not limited to the failure to maintain adequate credit support as required in Section 3.04;
- (c) Any attempt by a Party to transfer an interest in this Agreement other than as permitted under Article X;
- (d) Any filing of a petition in bankruptcy or insolvency laws, or voluntarily taking arrangement under any bankruptcy or insolvency laws;

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advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;

- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.

6.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provision herein, except as provided in Section 6.03 of this Agreement.

6.03 **LIMITATION OF DAMAGES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL CUSTOMER OR SELLER (OR BIG RIVERS), OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. CUSTOMER’S OR SELLER’S LIABILITY (AND THE LIABILITY OF BIG RIVERS) HEREUNDER SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**


6.04 Survival. Any obligations of a Party that have accrued under this Agreement on or before the date this Agreement is terminated or otherwise expires shall survive that termination or expiration.

ARTICLE VII
INDEMNIFICATION

7.01 Each Party shall indemnify and hold the other Party and Big Rivers harmless from and against any and all claims, demands, damages, judgments, losses or expenses, including attorney fees, asserted against the other Party and/or Big Rivers arising out of, related to or concerning damage to Big Rivers’ generation or transmission facilities or the transmission facilities of any other entity resulting from the indemnifying Party’s operations, activities, or usage of electric power and energy hereunder, unless said claim, demand, damage, judgment, loss or expense arises out of the sole negligence or intentional misconduct of the Party. Additionally, and except as otherwise provided herein, each Party shall be responsible for all responsibility for the electric service at and from the Party’s or

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Point of electricity and for the wires and equipment used in connection therewith, and will indemnify and hold the other Party and Big Rivers harmless from any and all claims for injury or damage to persons or property occurring at and from the indemnifying Party's or Big Rivers' side of the Delivery Point of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage is occasioned solely by the negligence or intentional misconduct of the indemnified Party or Big Rivers. The obligations of the Parties under this Article shall survive the termination of this agreement.

ARTICLE VIII
NOTICE

8.01 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 to the persons specified below unless otherwise provided for in this Agreement.

TO CUSTOMER:

Block Mining, Inc.
5657 Commerce Drive
Paducah, Kentucky 42001
Attn: Jeremy Witten
[REDACTED] with copy to legal@riotplatforms.com


TO SELLER:

President and CEO
Jackson Purchase Energy Corporation
6525 US Highway 60 W
Paducah, Kentucky 42001
Telephone: (270) 422-7321

Any notice from Customer to Seller shall be given concurrently to Big Rivers, using the same methods of delivery required by this Agreement for notice to Seller, at the following address:

President and CEO
Big Rivers Electric Corporation
710 West 2nd Street
Owensboro, Kentucky 42301
Telephone: (270) 827-2561

Each Party and Big Rivers shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party of such change in accordance with this section.

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ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.01 Representations of Seller. Seller hereby represents and warrants to Customer as follows:

- (a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.


9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

- (a) Customer is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute, deliver, and perform its obligations under this Agreement, and to carry on its business as such business is now being conducted and as is contemplated under this Agreement to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.
- (c) The rates offered to Customer and incorporated into this Agreement were a necessary factor in the decision of Customer to locate its operations in Kentucky.

ARTICLE X
ASSIGNMENT AND SUCCESSION

10.01 Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may withhold approval of a proposed assignment until it has been provided with all information it may reasonably require regarding the proposed assignee, and it has determined that the proposed assignee has the ability to fulfill assignor's obligations hereunder to the reasonable satisfaction of the Party following the proposed assignment. No assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assigns of the respective Parties hereto.

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ARTICLE XI
BIG RIVERS' RELATIONSHIP TO THE PARTIES

11.01 Relationship of this Agreement to the Wholesale Power Contract.

(a) Big Rivers will make available to Seller under the Wholesale Power Contract the electric power required for Seller to perform the power supply obligations assumed by it in this Agreement, and Seller shall take and pay for such service from Big Rivers pursuant to the Wholesale Power Contract, this Agreement, and Big Rivers' tariffs on file with the Commission, as such tariffs may be amended from time to time, and any other applicable tariffs of Big Rivers, or any successor tariff(s), all of which are incorporated herein by reference. The terms of the Wholesale Power Contract shall continue in full force and effect except as expressly modified by this Agreement.

(b) Customer acknowledges and agrees that Big Rivers has no obligation to serve or supply any electric services to or for Customer from Big Rivers' system resources (including but not limited to its owned or leased electric generation facilities, its contract with the Southeastern Power Administration, any power purchase agreement with a solar developer, or any other contractual arrangements in effect currently or that may become effective in the future that were not entered into to supply power under this Agreement).

(c) Seller agrees to bill Customer for any other amounts due under this Agreement and agrees to pay over to Big Rivers all funds actually collected under such billings, except for Seller's adders. Seller will pay to Big Rivers a pro rata share of any partial payment made to Seller by or on behalf of Customer.

(d) Customer acknowledges and agrees that, to the extent Big Rivers has a corresponding or related obligation to Seller under the Wholesale Power Contract, Seller's performance of an obligation under this Agreement (i) is subject to and conditioned upon Big Rivers' performance of such corresponding or related obligation to Seller, and (ii) may be undertaken by Big Rivers and that such performance of corresponding or related obligations by Big Rivers will satisfy Seller's performance obligations hereunder.

(e) Big Rivers shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and Big Rivers may enforce any such covenant by action in its own name or may require Seller to enforce such covenant for and on behalf of Big Rivers.

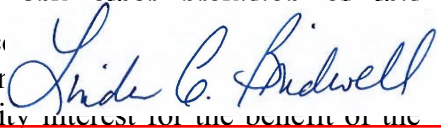
(f) In the event the Wholesale Power Contract is terminated prior to the termination of this Agreement, Big Rivers' obligations hereunder shall terminate effective with the termination of the Wholesale Power Contract and shall transfer to Seller.

11.02 Big Rivers' Consent. The Parties may not amend or assign this Agreement, or change the Maximum Contract Demand, except with the written consent of Big Rivers.

11.03 RUS Collateral Assignment. Notwithstanding to the contrary, Big Rivers may, without the written consent of Seller, and without relieving itself from liability hereunder, assign, transfer, or otherwise dispose of this Agreement or its rights under this Agreement to create a security interest for the benefit of the

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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 Customer or Seller 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 Customer and Seller written notice of such default; and (B) the applicable Secured Party has given Customer and Seller 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.

ARTICLE XII
TERM AND SERVICE COMMENCEMENT DATE

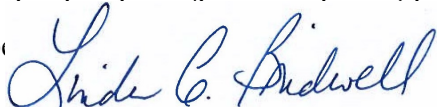
12.01 This Agreement shall become effective upon the Effective Date and shall remain in effect until December 31, 2043, after which, the Term will automatically be extended for successive one-year evergreen renewal terms unless terminated in accordance with Section 6.02 or Section 12.02.

12.02 Termination.

- (a) Any Party may terminate this Agreement prior to the Effective Date by providing written notice to the other Party if the conditions precedent set forth in Section 13.01 have not been fulfilled or waived within 12 months of the date of this Agreement.
- (b) Any Party may terminate this Agreement at the expiration of the initial Term or any subsequent one-year renewal term by giving the other Party at least one year's written notice. Termination shall not affect any obligation accrued prior to such termination or any other obligation which, pursuant to the terms of this Agreement, survives termination.
- (c) Seller may terminate this Agreement, by providing written notice to Customer, if the Service Commencement Date has not occurred on or before the date that is four years after the Effective Date and such non-occurrence is the result of Customer not diligently pursuing connection of its Facility to Seller's/Big Rivers' systems.

ARTICLE XIII
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

13.01 The “Effective Date” of this Agreement shall be . . . Effective Date shall be postponed and this Agreement shall not be

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- (a) all necessary approvals, including approvals of this Agreement, are received from (i) the boards of directors of Seller and Big Rivers; (ii) the Commission; and (iii) the RUS; or the Parties and Big Rivers waive such approvals; and
- (b) Customer has control over the site at which the Facility will be located sufficient for Customer to fulfill its obligations under this Agreement.

ARTICLE XIV
MISCELLANEOUS

14.01 Entire Agreement. The terms, covenants, and conditions contained in this Agreement, including the attached exhibits, constitute the entire agreement between the Parties with respect to the Facility and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Customer is subject to the articles, bylaws, tariffs, rules, and regulations of Seller and to the laws, rules, regulations, and lawful orders of the Commission. In the event of a conflict between this Agreement and the articles, bylaws, tariffs, rules, and regulations of Seller, this Agreement shall take precedence.

14.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law rules. The courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission (in which event exclusive jurisdiction and venue will lie with the Commission), or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties shall submit to the jurisdiction of Kentucky courts for such purpose.

14.03 Waiver. The waiver by either Party or Big Rivers of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.


14.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties and consented to by Big Rivers.

14.05 Counterparts and Electronic Signatures and Delivery. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

14.06 Headings. The headings contained in this Agreement do not constitute a part of the agreement between the Parties and shall not be used to aid in any manner in the construction of this Agreement.

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14.07 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.

[SIGNATURE PAGE(S) FOLLOW]




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

JACKSON PURCHASE ENERGY CORPORATION

Signed by:

By: _____
83FC3DB787684D0...
Greg Grissom
President and CEO

BLOCK MINING, INC.

DocuSigned by:

By: _____
8D57AB8FBCD344C...
Jason Les
President

BIG RIVERS ELECTRIC CORPORATION

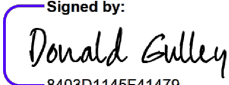
Signed by:

By: _____
8403D1145E41479...
Donald L. Gulley
President and CEO



EXHIBIT A
MILESTONE PAYMENTS

Big Rivers’ total estimated cost of Big Rivers’ New Facilities is approximately [REDACTED] and Big Rivers estimates that the scope of work could be complete in [REDACTED]. Big Rivers will not have lead time information on the transformer until after bids are received.

Customer shall deposit with Big Rivers the estimated milestone deposits set forth below no later than the number of days following the Effective Date of this Agreement listed for each milestone deposit:

	5%	30%	50%	10%	5%	
Phase	Agreement	Design/Order Equipment	Procurement	Construction	Commissioning & Energization	TOTAL
Deadline by which Milestone Deposit Must be Received:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Required Milestone Deposit Amount:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Big Rivers may adjust the above schedule upon written notice to Customer based on updated estimates or updated construction timelines.

Upon completion of construction, the above estimated amounts will be trued up for actual costs in accordance with Section 2.08 of this Agreement

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EXHIBIT B

[INTENTIONALLY OMITTED]

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EXHIBIT C

RATES

During the Term of this Agreement, Customer shall take service from Seller under any applicable tariffs of Seller, and Seller shall take service from Big Rivers under Big Rivers' LICX tariff for service to Customer, as such tariffs may be amended from time to time, and any other applicable or successor tariffs; provided, however, that the following Special Contract Rates shall apply to service to Customer in lieu of any other rates in such tariffs unless provided otherwise:

A. Customer shall pay Seller:

1. Monthly Demand Charges calculated as follows:

- a. "Planning Year" means the applicable MISO planning year that begins June 1 and ends the following May 31. The 2026 Planning Year begins June 1, 2026, and ends May 31, 2027.

"Capacity Obligation" means the amount of accredited capacity Big Rivers is required to obtain, designate, or otherwise secure to ensure reliable service to Customer during a Season. Such obligation shall be determined in accordance with: (i) all applicable federal, state, and local laws; (ii) the rules, tariffs, manuals, and procedures of MISO; (iii) orders, regulations, or directives of the Federal Energy Regulatory Commission ("FERC"), the North American Electric Reliability Corporation ("NERC"), the SERC Reliability Corporation ("SERC"), or the Kentucky Public Service Commission; (iv) prudent utility practice; and (v) any other binding requirement imposed by an entity having jurisdiction or authority over capacity obligations; and such obligation shall include Customer's Peak Demand (as defined below) for a Season plus transmission losses, Big Rivers' planning reserve margin requirement, an adder to account for MISO's Reliability-Based Demand Curves, and any other adders or other adjustments required by FERC, NERC, SERC, MISO, the Commission, or any other entity having jurisdiction or authority over capacity obligations.

- b. The "Service Commencement Date" shall be the date that the substation feeders are terminated on Customer's medium voltage load interrupting switches. For the Planning Year in which the Service Commencement Date occurs, the Peak Demand shall be established in writing by the Parties and Big Rivers.

- c. For each subsequent Planning Year year and through the end of the Term, Big Rivers a peak load estimate applicable to each season of the MISO

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Planning Year that begins the following June 1 (each, the “Peak Demand” for a Season).


- d. For each month of a Planning Year, Customer will pay a monthly Demand Charge calculated as the sum of (i) the Wholesale Demand Adders, (ii) the Distribution Demand Adders, and (ii) the Zone 6 Zonal Resource Credit (“ZRC”) Auction Clearing Price (“ACP”) for the applicable Season. This Demand Charge will be applied to the Capacity Obligation for the applicable Season, less any amount prepaid pursuant to Section 3.04(a) of this Agreement. The Demand Charge calculated in this manner will be fixed for each month of a Season of a Planning Year, except as provided below.
- e. If Customer’s Billing Demand during any month of a Planning Year exceeds the Peak Demand provided by Customer for the applicable Season, Customer will pay double the Wholesale and Distribution Demand Adders for such power above the Peak Demand.
- f. Customer’s minimum monthly demand will be equal to the applicable Peak Demand.

2. The “Energy Charges” shall be calculated as follows:

- a. On each business day after the Effective Date and throughout the Term, Big Rivers will provide Customer good-faith estimates of the hourly Day-Ahead (“DA”) Locational Marginal Prices (“LMP’s”) for each day of the following seven-day period.
- b. Customer shall provide an hourly estimate of its load requirements for each Operating Day (“OD”) by 6:00 AM Eastern Time on the prior day (OD-1). OD estimates for Sundays, Mondays, and the OD following holidays must be provided by 6:00 AM Eastern Time on the prior business day, but may be revised by 6:00 AM Eastern Time on each OD-1. These hourly load estimates will be incorporated into the Big Rivers MISO Demand Bid for that OD.
- c. Customer will be responsible for the MISO DA energy cost for all energy provided under this Agreement. Customer will also be responsible for any energy costs and will receive any energy benefits associated with variances between the DA load estimate and actual Real-Time load. Customer will also be responsible for any MISO market charges. No other tariff adders, credits or discounts shall apply, except for the Wholesale and Distribution Demand Adders provided in this Exhibit C.

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terminates prior to the end of the ten-year period, Customer shall not be entitled to any credit not yet paid.


6. Costs and Fees for Demand Response Services.

- a. Customer, to the extent it is at fault or has caused such, shall be solely responsible for all charges, fees, penalties (including non-performance penalties), expenses, taxes, assessments, and other costs imposed in connection with any demand response services provided by Big Rivers under this Agreement, whether assessed by MISO, FERC, NERC, SERC, the Commission, or any other entity with jurisdiction or authority to impose such charges, fees, penalties, expenses, taxes, assessments, or costs.
- b. Customer shall also be solely responsible for other third-party costs and expenses incurred by Big Rivers in providing such demand response services, including without limitation costs and expenses charged by ACES or any other service provider.
- c. Customer shall pay a fee for any demand response services provided by Big Rivers equal to [REDACTED] of any revenues, credits, or other compensation Customer receives for participation in a demand response program.
- d. Except for Big Rivers' fee for providing demand response services, Customer shall be entitled to any revenues, credits, or other compensation Big Rivers receives from MISO that the Facility is entitled to as a result of the Facility's participation in any MISO demand response programs pursuant to Section 2.15; provided, however, that upon expiration or termination of this Agreement or upon the occurrence of an Event of Default, Customer shall forfeit to Big Rivers any such revenues, credits, or other compensation for a Planning Year to the extent necessary to reimburse Big Rivers for the cost incurred or committed by Big Rivers to procure capacity for Customer for that Planning Year.

7. Other Costs. It is the intent of the Parties that Customer shall be responsible for all costs associated with Big Rivers obtaining, transmitting, and delivering the power and energy necessary for Seller's service to Customer under this Agreement, and Customer shall be solely responsible for any other charges, fees, penalties, expenses, taxes, assessments, or other out-of-pocket costs incurred by Seller or Big Rivers and attributable to the services provided under this Agreement (collectively, "Costs"), including without limitation any costs for MISO transmission projects, uplift charges, congestion charges incurred in the event Customer experiences a deficiency charges (including such charges

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of Customer's load causing Big Rivers' system load to exceed the amount of its generation), the cost of credit support or payment security required by MISO or other third parties, and any Costs imposed by FERC, NERC, SERC, the Commission, or any other entity having jurisdiction or authority to impose such Costs.

8. All applicable taxes and fees.
- B. Alternative Hedging Arrangements. Upon request by Customer, Big Rivers shall use reasonable commercial efforts to acquire the capacity, energy, ancillary services, and/or other services provided hereunder through bilateral contracts or other hedging arrangements. Customer shall be solely responsible for all Costs incurred by Seller or Big Rivers relating to such arrangements, including without limitation any transaction fees, broker fees, transmission costs (such as financial transmission rights, transmission congestion charges, and similar costs or expenses), ACES charges and fees, costs incurred to comply with applicable laws and regulations (including the Dodd-Frank Act) or MISO or other RTO rules, and the cost of any credit support or payment security Seller or Big Rivers is required to provide under such arrangements.
- C. Change in Laws, Regulations, Markets. A material assumption of this Agreement is that Big Rivers, under the Wholesale Power Contract, may access throughout the Term of this Agreement, the service required to provide the power to which MISO energy costs or MISO PRA costs apply. If for any reason Big Rivers' membership in MISO is terminated, the services to provide such power to Customer are altered or are no longer available, or there is a change in applicable laws, regulations, MISO rules, or the MISO market that results in Seller or Big Rivers incurring costs attributable to the services provided under this Agreement, the Parties will negotiate in good faith to amend this Agreement to provide substitute pricing (subject to Big Rivers' consent).

