

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is made and entered into as of the 12th day of April, 2021, between **JACKSON PURCHASE ENERGY CORPORATION**, a Kentucky rural electric cooperative corporation, with its principal office located at 2900 Irvin Cobb Dr, Paducah, KY 42003 (“Seller”), and **BLOCKWARE MINING, LLC**, an Illinois limited liability company (“Customer”), with a service address at the facility Customer intends to construct and operate at a parcel within 5501 Commerce Drive, Paducah, Kentucky 42001 (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 Customer under the terms of this Agreement;

WHEREAS, Seller will purchase the electric power and energy for resale to Customer from Big Rivers Electric Corporation (“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 Agreement”); and

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.


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 Seller, and shall be bound by applicable rules and regulations as may from time to time be adopted by Seller.

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.

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1.04 Description of the Facility. The Facility shall consist of Customer's facilities at a parcel within 5501 Commerce Drive, Paducah, KY for the purpose of hosting mining rigs for mining Bitcoin.

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. 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 Peak Demand as established in Exhibit C.
- (b) Customer's maximum Billing Demand in any billing month during the Term of this Agreement (the "Maximum Contract Demand") shall be as follows:

From the Effective Date of this Agreement through May 31, 2022 (the "Initial Period"), the Maximum Contract Demand shall be

██████████


For each twelve-month period following the end of the Initial Period (each such period running from June 1 through May 31 of the following calendar year, and each such period being a "Planning Year"), the Maximum Contract Demand shall be equal to the Peak Demand for that Planning Year as established in Exhibit C.

Upon Seller providing advance written notice of at least twelve months of its desire to raise the Maximum Contract Demand above ██████████ and upon Seller installing, or causing to be installed, the facilities required for the additional capacity listed on Exhibit A, the Maximum Contract Demand after such installation shall be ██████████

- (c) After the Peak Demand for a Planning Year has been established, the parties may mutually agree to increase the Peak Demand for the Planning Year, subject to Big Rivers' consent, the availability of capacity, and then-existing transmission facilities. Seller shall

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Agreement to supply capacity in excess of the Maximum Contract Demand, measured as specified in Section 2.03(b) of this Agreement.

2.04 System Disturbances; Obligation for Damages.

- (a) A “System Disturbance” shall be deemed to exist if the use of power by Customer directly or indirectly results in a risk of harm to human beings or material damage to or substantial interference with the functioning of Big Rivers’ generating system 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 the Midcontinent Independent System Operator, Inc. (“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 or its agents or employees.

2.05 Power Factor. Customer shall maintain a power factor nearly as practicable to unity. Power factor during normal operation

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ninety percent (90%). If Customer's power factor is less than 90% 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 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

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

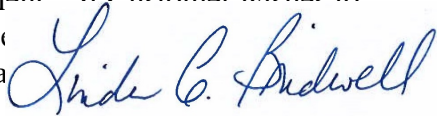
2.06 Metering.

- (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 shall provide alternate satisfactory locations so long as a

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- (iii) An easement for ingress and egress for the exercise by Seller or Big Rivers of Seller's rights under this Agreement; and
- (iv) Facilities for Big Rivers' metering equipment.

2.08 Facilities Provided by Seller. Seller shall furnish or cause to be furnished, at no extra charge to Customer, all of the facilities required for the delivery of electric power and energy to the Delivery Point, including the following:

- (a) The facilities listed on Exhibit A hereto; and
- (b) 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.

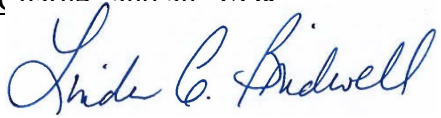
2.09 Operation and Maintenance of Facilities.

- (a) Seller shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it or 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 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 electric system or electric systems connected to such Party's 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 on or in the premises of the other Party shall be and remain the property of the Party 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 Termination Charges. If this Agreement expires or is terminated for any reason, Customer shall pay Seller, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, a "Termination Charge" and an "ETD Termination Charge" in accordance with Exhibit B hereto.

2.12 Credit Support for Termination Charges.

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- (a) As security for payment of the Termination Charge, Customer shall provide Big Rivers at the time this Agreement is signed and thereafter maintain a cash deposit or an irrevocable bank letter of credit acceptable to Big Rivers equal to the amount of the Termination Charge. Semi-annually, and upon the addition or truing up of any charges to the Termination Charge, the Parties shall adjust the deposit or bank letter of credit to reflect changes in the amounts of the obligations of Customer secured by the deposit or bank letter of credit.
- (b) As security for payment of the EDR Termination Charge, Customer shall provide Big Rivers at the time Customer becomes entitled to an Economic Development Rate Credit and thereafter maintain a cash deposit or an irrevocable bank letter of credit acceptable to Seller equal to the total amount of the Economic Develop Rate Credits which remain subject to refund per Section C4 of Exhibit C. Annually, Customer and Big Rivers shall adjust the deposit or bank letter of credit to reflect changes in the amounts of the obligations of Customer secured by the deposit or bank letter of credit.

2.13 Ancillary Services; Transmission. Seller shall be responsible for procuring transmission and ancillary services needed to deliver capacity and energy to Customer under this Agreement, subject to the rates and other terms hereunder.

2.14 Curtailement; Interruption. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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, the current version of which is attached hereto as Exhibit D, 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. Bills for service hereunder shall be paid the Seller as follows:

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

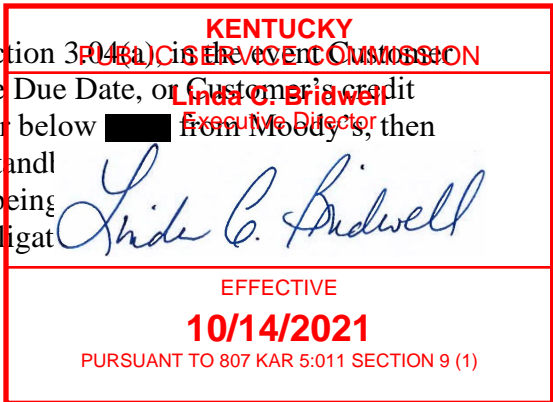
Such payments shall be due on the 15th day of each month for service furnished during the preceding monthly billing period (the “Due Date”). If payment in full is not paid on or before the Due Date, or if Customer fails to maintain adequate credit support or payment security as required hereunder, Seller 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.

In the event any portion of the bill is in bona fide dispute, as a result of metering-related issues or otherwise, Customer shall notify Seller on or before the Due Date of the disputed amount and the reason therefor and shall pay the undisputed amount. The parties shall attempt in good faith to resolve the dispute. If the Parties are unable to agree upon a correct amount within ten (10) calendar days of Customer’s written notice of the dispute, then the disputed amount shall become due on the later of the Due Date or the end of that ten (10) day period.

3.04 Credit Support for Monthly Billing Obligations

(a) Customer shall provide, prior to the Service Commencement Date defined in Section 11.01, an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, initially being the amount of [REDACTED] as security for the payment of its 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 may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy any unpaid invoices. During the Initial Period, the level of credit support required by this section will be reset at the start of each calendar quarter. Thereafter, the level of credit support required by this section will be reset at the start of each Planning Year. Customer shall provide the level of credit support required by Seller within 15 calendar days after each such reset.

(b) In addition to the rights and obligations in Section 3.04(a), if Customer fails to pay any monthly billing invoice by the Due Date, or Customer’s credit rating falls below [REDACTED] from S&P or Fitch, or below [REDACTED] from Moody’s, then Customer shall provide an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, initially being [REDACTED] as security for payment of its monthly billing obligations.



such event. If Customer fails to pay any invoice for service by the Due Date, after notifying Customer of its intent to do so Seller may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided for in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy that unpaid invoice. During the Initial Period, the level of credit support required by this section will be reset at the start of each calendar quarter. Thereafter, the level of credit support required by this section will be reset at the start of each Planning Year. Customer shall provide the level of credit support required by Seller within 15 calendar days after each such reset.

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 damages to Customer occasioned by maintenance and similar temporary outages or a Force Majeure Event, as defined in Section 4.02 of this Agreement.

4.02 Force Majeure. In the event a Party's 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 hereto whether or not specifically provided herein (each a "Force Majeure Event"), the obligations (other than payment obligations) of both Parties shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected Party gives notice and reasonably full particulars of such Force Majeure Event, first by telephone and then confirmed in writing, to the other Party within a reasonable time after the occurrence of the Force Majeure Event. 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 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 shall be permitted to enter the Customer's premises at all reasonable times in order to carry out



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 within 5 days of 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 Sections 2.12 and 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, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking 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 SHALL 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 OF DAMAGES, INCLUDING LOST PROFITS. CUSTOMER'S LIABILITY (AND THE LIABILITY OF BIG RIVERS) HEREUNDER SHALL BE**

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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, judgments, losses or expenses arise out of the sole negligence or intentional misconduct of the indemnified Party or Big Rivers. Additionally, each Party assumes all responsibility for the electric service at and from the Party's side of the Delivery 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 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, or sent postage prepaid by United States certified mail, return receipt requested, to the persons specified below unless otherwise provided for in this Agreement.

TO CUSTOMER:

Blockware Mining, LLC
141 West Jackson Blvd.
Suite 104
Chicago, Illinois 60604



Attn: Michael Stoltzner
[REDACTED]

TO SELLER:

President and CEO
Jackson Purchase Energy Corporation
2900 Irvin Cobb Drive
Paducah, Kentucky 42003
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
201 Third Street
Henderson, Kentucky 42420
Telephone: (270) 827-2561

Each Party 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.

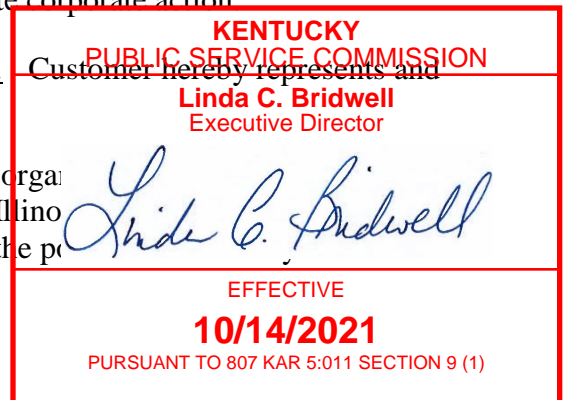
ARTICLE IX
REPRESENTATIONS AND WARRANTIES

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 limited liability company duly organized and in good standing under the laws of the State of Illinois and 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.



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 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. Customer estimates that its Facility will involve a capital investment of approximately \$25 million, and employment of approximately 10 full-time persons.

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.

ARTICLE XI
TERM AND SERVICE COMMENCEMENT DATE


11.01 This Agreement shall become effective upon the Effective Date, and shall remain in effect for twenty years (20) years following the Initial Period.

ARTICLE XII
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

12.01 The "Effective Date" of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until:

- (a) all necessary approvals, including approvals of this Agreement, and a corresponding amendment to the Wholesale Power Agreement, are received from (i) the boards of directors of Seller, Customer, and Big Rivers; (ii) the Commission; and (iii) the Rural Utilities Service ("RUS"); or the Parties and Big Rivers waive such approvals;
- (b) Seller has completed or caused to be completed all necessary regulatory and utility improvements, and has secured or caused to be secured the transmission service

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required for service to Customer hereunder up to the Maximum Contract Demand for the Initial Period; and

- (c) Customer has obtained the necessary permits, including an occupancy permit, for operation of the Facility.

ARTICLE XIII
MISCELLANEOUS

13.01 Entire Agreement. The terms, covenants, and conditions contained in this Agreement, including the attached exhibits, constitute the entire agreement between the Parties 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.

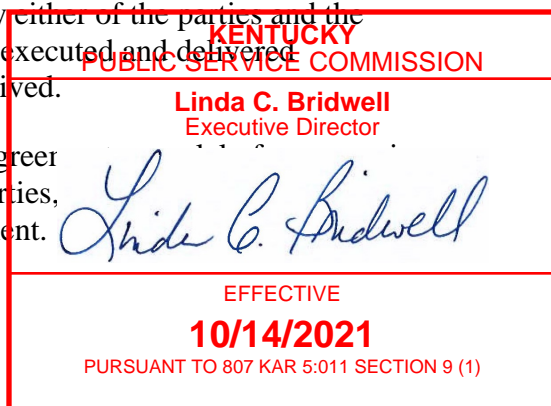
13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law rules. The courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every 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.

13.03 Waiver. The waiver by either Party 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.

13.04 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.

13.05 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.

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



13.07 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 all as of the day and year first above written.

JACKSON PURCHASE ENERGY CORPORATION

By: 
Greg Grissom
President and CEO

BLOCKWARE MINING, LLC

By: 
Michael Stoltzer
President and CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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EXHIBIT A

FACILITIES TO BE SUPPLIED BY SELLER

For service to Customer up to the Maximum Contract Demand for the Initial Period, Seller anticipates installing, or causing to be installed, the following facilities:

[REDACTED]

[REDACTED]

[REDACTED]

Customer further understands that Seller will require notice of at least twelve months to install, or cause to be installed, the facilities required for the additional capacity.

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EXHIBIT B

TERMINATION CHARGES

A. TERMINATION CHARGE

The Termination Charge shall be equal to Big Rivers' actual cost of the transmission and other facilities ("Transmission Facilities Costs") constructed to provide service to Customer, reduced by \$900/MW-month of demand. The Transmission Facilities Costs are estimated to initially be \$1,800,000 as of February 12, 2021 for service to Customer up to the Maximum Contract Demand for the Initial Period. Big Rivers will subsequently incur additional Transmission Facilities Costs in order for Seller to be able to provide service to Customer at demands above the Maximum Contract Demand for the Initial Period. Those additional Transmission Facilities Costs are [REDACTED] as of [February 12, 2021]. Based on load information provided by Customer, the annual increase/reduction in the Termination Charge is estimated to be:

Year	MW-Months	Increase/(Reduction) of Termination Charge
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]

If this Agreement expires or is terminated for any reason prior to the completion of the transmission projects required to serve Customer, the Transmission Facilities Costs shall include all costs that Big Rivers has incurred or that are unavoidable as of the date of expiration or termination of this Agreement.

B. EDR TERMINATION CHARGE

The EDR Termination Charge shall equal the sum of all Economic Development Rate Credits Customer is required to refund pursuant to Paragraph C(4) of Exhibit C to this Agreement.

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Executive Director



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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. Initial Period. The "Peak Demand" for the Initial Period shall equal the applicable Initial Period Peak, as defined below. The rates applicable during the Initial Period are as follows:

1. From the Effective Date of the Agreement through May 31, 2021, Customer shall pay Seller:
 - a. A monthly Demand Charge equal to the full then-applicable demand charge under Big Rivers' Large Industrial Customer ("LIC") tariff times the applicable Initial Period Peak; plus
 - b. For any Billing Demand each month in excess of the applicable Initial Period Peak and up to the Maximum Contract Demand, a monthly Demand Charge equal to the Big Rivers Adder (as defined in Paragraph E below); plus
 - c. an Energy Charge calculated in accordance with Paragraph D of this Exhibit C; plus
 - d. the Distribution Adder (as defined in Paragraph E below) for all MWh delivered; plus
 - e. all applicable taxes and fees.
2. From June 1, 2021, through the end of the Initial Period, Customer shall pay Seller:
 - a. A monthly Demand Charge equal to the full then-applicable demand charge under Big Rivers' LIC tariff times the applicable Initial Period Peak; plus
 - b. For any monthly Billing Demand in excess of the Initial Period Peak and up to the Maximum Contract Demand, a monthly Demand Charge equal to the sum of (i) the Big Rivers Adder, and (ii) the Zone 6 Zonal Resource Credit Price ("ACP") multiplied by one plus the Margin and again by one plus the



percentage in the Planning Resource Auction (“PRA”) for the 2021 Planning Year; plus

- c. an Energy Charge calculated in accordance with Paragraph D of this Exhibit C; plus
 - d. the Distribution Adder for all MWh delivered; plus
 - e. all applicable taxes and fees.
3. If Customer’s monthly peak during the Initial Period exceeds the Maximum Contract Demand, the LIC tariff rate will be applied to all load above the Maximum Contract Demand.
4. The “Initial Period Peak” during the Initial Period will be [REDACTED] from the Effective Date through May 31, 2022. The minimum Billing Demand during the Initial Period shall equal the applicable Initial Period Peak.
- B. From the end of the Initial Period, and through the end of the Term, Customer shall pay Seller:

1. A monthly Demand Charge calculated as follows:
- a. “Planning Year” means the applicable MISO planning year that begins June 1 and ends the following May 31. The 2021 Planning Year begins June 1, 2021, and ends May 31, 2022.
 - b. By October 1 of each calendar year beginning in 2021 and through the end of the Term, Customer shall provide Big Rivers a peak load estimate applicable to the MISO Planning Year that begins the following June 1. The peak load estimate Customer so provides for a Planning Year shall be the “Peak Demand” for that Planning Year.
 - c. For each Planning Year following the Initial Period, [REDACTED] of the Peak Demand for that Planning Year will be served under Big Rivers’ LIC tariff, and will pay the full then-applicable demand charge under the LIC tariff.
 - d. For each Planning Year following the Initial Period, the remaining [REDACTED] of the Peak Demand for that Planning Year will pay a demand charge calculated as the sum of (i) the Big Rivers Adder, and (ii) the Zone 6 ZRC ACP in the PRA for that Planning Year. This demand charge will be applied to [REDACTED] of the Planning Year Peak Demand multiplied by one plus the Planning Resource Margin Planning Resource Losses percenta

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Executive Director

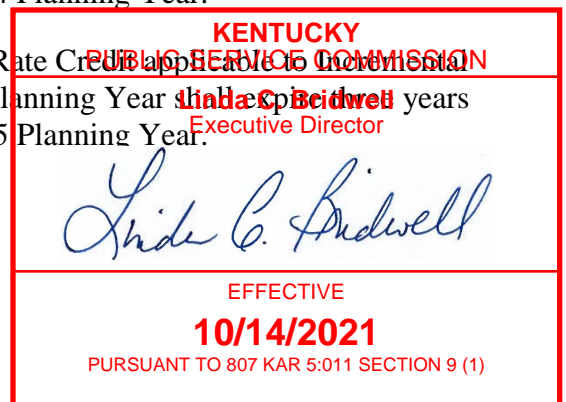
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calculated in this manner will be fixed for each month of a Planning Year.

- e. If Customer's monthly peak during any Planning Year exceeds the Peak Load provided by Customer for that Planning Year, the LIC tariff rate will be applied to all load above the Peak Load provided.
 - f. Customer's minimum monthly demand will be equal to the Peak Demand.
- 2. less an Economic Development Rate Credit (if applicable) calculated pursuant to Paragraph C of this Exhibit C; plus
 - 3. an Energy Charge calculated in accordance with Paragraph D of this Exhibit C; plus
 - 4. the Distribution Adder for all MWh delivered; plus
 - 5. all applicable taxes and fees.
- C. The "Economic Development Rate Credit" for a month shall be calculated as follows:
- 1. Customer will receive an Economic Development Rate Credit each month equal to 90% of the demand charge applicable to the Incremental Load that is added during Planning Years 2022 through 2030 and that is served under the LIC rate, less one MW; provided, however, that the duration of the credit applicable to the Incremental Load added during a Planning Year will expire on the following schedule:

- a. The Economic Development Rate Credit applicable to Incremental Load added during the 2022 Planning Year shall expire five years after the beginning of the 2022 Planning Year.
- b. The Economic Development Rate Credit applicable to Incremental Load added during the 2023 Planning Year shall expire four years after the beginning of the 2023 Planning Year.
- c. The Economic Development Rate Credit applicable to Incremental Load added during the 2024 Planning Year shall expire four years after the beginning of the 2024 Planning Year.
- d. The Economic Development Rate Credit applicable to Incremental Load added during the 2025 Planning Year shall expire ~~three~~ years after the beginning of the 2025 Planning Year.



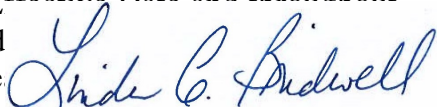
- e. The Economic Development Rate Credit applicable to Incremental Load added during the 2026 Planning Year shall expire three years after the beginning of the 2026 Planning Year.
 - f. The Economic Development Rate Credit applicable to Incremental Load added during the 2027 Planning Year shall expire two years after the beginning of the 2027 Planning Year.
 - g. The Economic Development Rate Credit applicable to Incremental Load added during the 2028 Planning Year shall expire two years after the beginning of the 2028 Planning Year.
 - h. The Economic Development Rate Credit applicable to Incremental Load added during the 2029 Planning Year shall expire one year after the beginning of the 2029 Planning Year.
 - i. The Economic Development Rate Credit applicable to Incremental Load added during the 2030 Planning Year shall expire one year after the beginning of the 2030 Planning Year.
2. In accordance with the above schedule, no Economic Development Rate Credit will be paid from the beginning of the 2031 Planning Year through the end of the Term.
 3. “Incremental Load” is defined as the amount by which the Peak Load estimate for a Planning Year exceeds the prior Planning Year’s Peak Load estimate.
 4. For any Incremental Load that is entitled to the Economic Development Rate Credit, Customer’s Peak Load following the expiration of the credit for such Incremental Load must be equal to or greater than the Peak Load for the Planning Year in which such Incremental Load was added, for the same number of years that the Incremental Load earned the Economic Development Rate Credit. For example, assuming Customer earns the Economic Development Rate Credit for five years for Incremental Load added during the 2022 Planning Year, Customer’s Peak Load for the next five years must then be equal to or greater than the Peak Load for the 2022 Planning Year. If Customer’s Peak Load falls below this required minimum in any year, then for each such year in which the minimum is not satisfied, Customer shall refund one year’s worth of the Economic Development Rate Credit that was earned for that Incremental Load.

D. The “Energy Charge” shall be calculated as follows:

- a. On each business day after the Effective Date and throughout the Term, Big Rivers will provide estimates of the hourly Day-Ahead

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Executive Director



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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. Load served under the LIC tariff will pay the full LIC energy rate, including all adders and riders (including but not limited to Big Rivers’ and Seller’s Fuel Adjustment Clause (“FAC”), Non-FAC Purchase Power Adjustment (“Non-FAC PPA”), and Environmental Surcharge (“ES”) tariffs), except that LIC load receiving the Economic Development Rate Credit will not be eligible to receive credits under Big Rivers’ or Seller’s Member Rate Stability Mechanism (“MRSM”) tariffs.
- d. Customer will be responsible for the MISO DA energy cost of the load not served under the LIC tariff. 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 associated with the load not served under the LIC tariff. No other tariff adders, riders, or credits (such as the FAC, Non-FAC PPA, ES, and MRSM) shall apply to the energy not served under the LIC tariff.
- e. If the energy scheduled for a given hour is less than the Initial Period Peak or the Peak Load estimate for a Planning Year, it will be assumed that LIC energy will be “first through the meter.” The difference between the energy scheduled for the hour and the LIC energy will pay the energy charge under Paragraph D(d) of this Exhibit C. If energy consumed in a given hour exceeds the Maximum Contract Demand, Customer will be charged the LIC rate for all energy above the Maximum Contract Demand.
- f. A material assumption of this Agreement is that Big Rivers, under the Wholesale Power Agreement, may access throughout the Term of the Agreement provide the power to which MISO costs apply. If for any reason B

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MISO is terminated or the services to provide such power to Customer are altered or are no longer available, the Parties will negotiate in good faith to amend this Agreement to provide substitute pricing.

- E. The Big Rivers and Distribution Adders. The “Big Rivers Adder” [REDACTED] [REDACTED] after the Effective Date, and then [REDACTED]. The “Distribution Adder” shall [REDACTED] after the Effective Date, and [REDACTED].




EXHIBIT D

**BIG RIVERS' CURRENT LARGE INDUSTRIAL CUSTOMER EXPANSION RATE
TARIFF**

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EXHIBIT E

BIG RIVERS' CURRENT LARGE INDUSTRIAL CUSTOMER TARIFF

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