MASTER SERVICES AGREEMENT

DATED AS OF JULY 21, 2025

BY AND BETWEEN

THE CITY OF BATAVIA ILLINOIS

AND

BATAVIA DC CORP.

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MASTER SERVICES AGREEMENT

This AGREEMENT is dated as of July 21, 2025 ("**Effective Date**") and is by and between City of Batavia, Illinois ("**Batavia**"), and Batavia DC Corp. ("**Customer**") (each individually a "**Party**," or collectively, the "**Parties**").

RECITALS

WHEREAS, Batavia owns and operates a municipal utility chartered and existing under virtue of the laws of the State of Illinois, with Batavia's principal place of business at 100 N. Island Avenue in Batavia, Illinois;

WHEREAS, Customer is a Delaware corporation with a principal place of business at 1101 Brickell Ave., Suite N-1500, Miami, FL 33131;

WHEREAS, Customer is building a new facility ("**Facility**") at 1780 Hubbard Avene, Batavia, Illinois and agrees to take electrical service and purchase all of its power requirements, energy and capacity, from Batavia subject to the terms and conditions outlined herein;

WHEREAS, this Agreement establishes terms and conditions for the sale of power from Batavia to Customer including all requirements, incentives, criteria, etc.;

WHEREAS, Batavia will establish a PJM subaccount and will schedule Customer's load in PJM and will provide all other services, except for energy and related services provided by the Customer through its own Customer Generation Resource, necessary to provide firm electric service to Customer subject to the terms and conditions imposed by PJM Market Rules and Procedures;

WHEREAS, Batavia shall be obligated to serve up to fifty (50) megawatts (MW) of load at the Facility unless the Parties mutually agree in writing to expand the load serving the Facility above 50 MW; and

NOW THEREFORE, in consideration of the above premises, and mutual covenants and agreements herein contained, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following words and terms shall be understood to have the following meanings when used in this Agreement or in any associated documents entered into in conjunction with this Agreement. This Agreement includes certain capitalized terms that are not explicitly defined herein. Such capitalized terms shall have the meanings specified in the "PJM Related Documents," as the same are in effect from time to time, which meanings are incorporated herein by reference and made a part hereof. In the event of any inconsistency between a definition contained herein and a definition contained in a "PJM Related Document", the definition in this Agreement shall control for purposes of this Agreement.

Administrative Fee has the meaning set forth in Section 4.11.

Agreement means this Master Services Agreement, including Appendix A, as amended, modified or supplemented from time to time pursuant to the terms hereof.

Assignment Notice has the meaning set forth in Section 12.2.

Batavia has the meaning set forth in the preamble to this Agreement.

Batavia Hub means the Batavia, Illinois group of nodes at which PJM calculates individual LMPs, for which the individual LMP values are averaged to create a single pricing reference for Batavia retail load.

Business Day means a day ending at 5:00 p.m. Eastern Prevailing Time, other than Saturday, Sunday and any day which is a legal holiday or a day designated as a holiday by the North American Electric Reliability Council; provided, that, with respect to any payment due hereunder, a "Business Day" means a day ending at 5:00 p.m. Eastern Prevailing Time, other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Chicago, Illinois are authorized by Law to close; and, provided, further, that with respect to any notices for scheduling to be delivered pursuant to any Section hereof, a "Business Day" shall be a day other than Saturday, Sunday and any day which is a legal holiday or a day designated as a holiday by PJM.

Capacity Credit means the type, form and amount of generating capability required to service retail load as set forth in PJM Related Documents but does not include any entitlement to any transmission congestion rights or to the output of any generating unit or resource eligible to sell the capacity product from such generating unit or resource in the PJM market in accordance with PJM Market Rules and Procedures.

Claiming Party has the meaning in Section 8.3.

Claims means all third-party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

Compelled Party has the meaning in Section 13.3.

Confidential Information means, (a) any financial statements, financial assurances (including Credit Assurance), or other documents provided by Customer to Batavia pursuant to Article 6 hereof, (b) Customer's energy usage or consumption data, (c) Customer billing and/or banking information, (d) PJM Charges and Credits attributable and passed through to Customer (including, without limitation, Customer's Capacity Credit obligations), (e) Customer's energy schedules and any energy forecasts Customer shall provide to Batavia hereunder, and (f) such other terms or documents as either Party may deem confidential by conspicuously identifying such other terms or documents as Confidential Information (or similar confidentiality designation). Notwithstanding the foregoing, the following shall not constitute Confidential Information:

(a) Information which was already in a Party's possession prior to its receipt from another Party and not subject to a requirement of confidentiality;

(b) Information which is obtained from a third person who, insofar as is known to the Party, is not prohibited from transmitting the information to the Party by a contractual, legal or fiduciary obligation to the Party; and

(c) Information which is or becomes publicly available through no fault of the Party.

(d) Information which a Party is obligated by law, or a court order, to release.

Construction Period has the meaning set forth in Section 3.2(a).

Contract Year means the twelve-month period commencing on the Energization Date and each subsequent twelve-month period thereafter until the end of the Term.

Control Area means the geographic territory in which generation and retail load is balanced, as operated by PJM.

Credit Assurance has the meaning set forth in Article 6.

Customer has the meaning set forth in the preamble to this Agreement.

Customer Generation Resource means behind-the-meter generation assets of the Customer.

Day Ahead Hourly LMP has the meaning set forth in the PJM Market Rules and Procedures.

Disclosing Party shall have the meaning set forth in Section 13.4.

Distribution Charge A charge which is intended to cover Batavia's cost of carrying energy from the transmission network or grid to the Facility.

Eastern Prevailing Time means the prevailing time in the Eastern Time Zone

Effective Date has the meaning set forth in the preamble to this Agreement.

Emergency Condition means a condition or situation (i) that in the sole judgment of Batavia, acting in accordance with Good Utility Practice, is imminently likely to endanger life or property; or (ii) that in the judgment of Batavia, acting in accordance with Good Utility Practice, the Customer is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the interconnection facilities or the distribution systems to which the Facility is directly connected. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one or more of the enumerated conditions or situations identified in this definition also exists.

Energization Date means the first day of the month following the date upon which Batavia issues the first occupancy permit, temporary or permanent, for the Facility; provided, however, that the first or any subsequent occupancy permit issued by Batavia, whether temporary or permanent, shall not restrict, limit, impair, or otherwise prevent Customer from accessing, receiving, and/or purchasing, as needed in Customer's sole discretion, all of the Facility's power requirements, energy and capacity, from Batavia (except as otherwise provided by Customer through its own Customer Generation Resource) subject to the terms and conditions in this Agreement.

Energy Cost Adjustment shall equal $0.0050/kWh as set forth in Section 4.3.

Event of Default means those events by the defaulting party set forth in this Agreement.

Effective Date means the date upon which this Agreement is executed by all Parties

Facility has the meaning set forth in the Recitals to this Agreement.

Federal Funds Rate "Federal Funds Rate" means, for the relevant determination date opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

FERC means the Federal Energy Regulatory Commission.

Force Majeure means an event or circumstance which prevents a Party from performing its obligations under this Agreement, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence and commercially reasonable efforts (provided that the Claiming Party shall not be required use commercially unreasonable measures to remedy a Force Majeure event), the Claiming Party is unable to overcome, avoid or cause to be avoided. Force Majeure includes, only to the extent meeting all of the foregoing requirements, but is not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes; (ii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; (iii) epidemics, pandemics (excluding COVID-19 and any variants thereof); (iv) curtailment required by PJM or the Transmission Provider; (v) material or equipment shortages, delays in delivery of equipment or materials not caused by the Claiming Party, defects in materials or equipment, or the delivery of equipment or materials that do not conform to specifications; and (vi) state or federal governmental actions such as necessity for compliance with any federal or state court order, law, statute, regulation, or policy having the effect of law promulgated by a state or federal governmental authority having jurisdiction. Notwithstanding the foregoing, Force Majeure shall not arise due to any economic constraint or economic hardship of either Party.

Good Utility Practice means any of the practices, methods, techniques and standards (including the practices, methods, techniques and standards approved by a significant portion of the electric power generation industry, PJM and/or NERC) that, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made and having due regard for, among other things, contractual obligations, applicable laws and equipment manufacturer's recommendations, could have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, technique or standard to the exclusion of all others, but rather to be a range of possible practices, methods, techniques or standards.

Hourly Market Price means either the Day Ahead Hourly LMP price or the Real Time Hourly LMP price for the Batavia Hub, to be defined by PJM, for the applicable hour and currently published at https://dataminer2.pjm.com/feed/da_hrl_lmps and https://dataminer2.pjm.com/feed/rt_hrl_lmps/definition, respectively.

LMP means locational marginal price.

Market Based Rates has the meaning set forth in Section 4.3.

Metering Points has the meaning set forth in Section 3.2(b).

Monthly Settlement Invoice means the invoice that is transmitted to Customer on a monthly basis following the Energization Date that includes all charges and credits due under Market Based Rates.

MW means Megawatt.

MWh means Megawatt-hour.

NERC means the North American Electric Reliability Council.

Notice to Commence Service has the meaning set forth in Section 3.2(a).

Off-Site Infrastructure has the meaning set forth in Section 3.2(d).

On-Site Infrastructure has the meaning set forth in Section 3.2(d).

Party(ies) means Customer or Batavia or any or both of them, as the context requires.

Planned Maintenance has the meaning set forth in Section 8.1(b).

Point of Demarcation has the meaning set forth in Section 3.2(c).

PJM means PJM Interconnection, LLC, the regional transmission provider for the Control Area, which is organized and operating pursuant to the PJM OATT and any PJM Related Documents.

PJM Batavia Hub Energy Price means the Hourly Market Price for the Batavia Hub.

PJM Charges and Credits mean all applicable charges and credits from PJM that are directly attributable to Customer, including, but not limited to, energy, capacity, transmission service, congestion, operating reserves, and renewable portfolio standards, that are passed-through from Batavia to Customer on an open-book basis and which become the Customer's obligation to pay or Customer's right to receive (as applicable).

PJM Market Rules and Procedures means the market rules, manuals and procedures adopted by PJM, as may be amended from time to time, and as administered by PJM to govern operations within PJM.

PJM OATT means the PJM Open Access Transmission Tariff, as may be modified from time to time.

PJM Related Documents means either collectively or individually, the PJM OATT, the PJM Operating Agreement, the PJM Reliability Assurance Agreement, Customer Account Manager, Declaration of Authority and any other applicable PJM Market Rules and Procedures.**Real Time Hourly LMP** has the meaning set forth in the PJM Market Rules and Procedures.

Receiving Party has the meaning set forth in Section 13.4.

RPS Compliant Product has the meaning set forth in 4.7.

Term is defined in Section 3.1.

Transmission Provider means Commonwealth Edison Company or any other entity or entities transmitting or transporting power to Batavia's retail load.

Unplanned Maintenance shall have the meaning set forth in Section 8.1(a).

ARTICLE 2 INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

ARTICLE 3 TERM, ELECTRIC SERVICE AND DELIVERY, TAXES

3.1 Term. The Term of this Agreement shall begin as of the Effective Date and extend for as long as Customer operates the Facility in Batavia; provided, however, this Agreement may be terminated early as a result of an Event of Default in accordance with Article 7 of this Agreement. For the avoidance of doubt, the Parties understand and agree that, as of the Effective Date, Customer is not operating the Facility in Batavia but nonetheless intends to operate the Facility during the Term.

3.2 Electric Service and Delivery.

(a) **Construction Power; Connection Facilities; Equipment and Infrastructure.** Initial temporary electric service shall be provided by Batavia to the Facility, at Customer's sole cost, over existing electric infrastructure facilities while permanent Off-Site Infrastructure (defined below) improvements are made by Batavia as further described in Appendix A ("**Construction Period**"); provided, however, that such initial temporary electric service to the Facility shall not commence under this Agreement until the later of (i) Batavia's receipt of written notice from the Customer requesting such electric service ("**Notice to Commence Service**"), and (ii) Batavia's completion of the temporary electric service connection to the Facility. All work performed by Batavia during the Construction Period shall be completed in a good and workmanlike manner consistent with Good Utility Practice and in accordance with all applicable law, rules, regulations, permitting, or other applicable consents and approvals.

(b) **Metering Points.** Batavia agrees to establish Metering Point(s) on the primary side of the transformers serving the Facility.

(c) **Point of Demarcation.** For purposes of this Agreement, the Point of Demarcation shall not be the Metering Point(s). The Point of Demarcation shall be defined as the high voltage cable terminations serving the Facility within the primary metering cabinets on the eastern side of the Facility.

(d) **Ownership and Maintenance Responsibilities.** All equipment and appurtenances commencing at the Point of Demarcation and continuing into the Facility shall be constructed, installed, owned, operated, and maintained by the Customer ("**On-Site Infrastructure**"). All equipment and appurtenances commencing at the Point of Demarcation and continuing out to Batavia's distribution system, including the transformers, shall be constructed, installed, owned, operated, and maintained by Batavia ("**Off-Site Infrastructure**").

(e) **Finance of Equipment.** During the Term, Customer shall pay for the initial purchase, installation and use of, and Batavia shall own, repair, maintain and replace as needed all Off-Site Infrastructure. For the avoidance of doubt, during the Term, with respect to Off-Site Infrastructure, Customer shall only be responsible for the cost of purchasing, installing and use of the equipment specifically identified in Appendix A.

3.3 Taxes. Any taxes imposed by Batavia on Customer shall be applied in a non-discriminatory manner and in conformity with applicable law.

ARTICLE 4 SALE AND PURCHASE OF POWER

4.1 Obligation to Serve. It is acknowledged by the Parties that Batavia has a statutory and contractual obligation to serve all of Customer's power requirements located within Batavia's franchised service territory (net of any Customer Generation Resources) in accordance with Good Utility Practice.

4.2 Construction Period. During the Construction Period, temporary power shall be provided by Batavia for construction of the Facility as described in Section 3.2(a). Such power shall be provided and invoiced pursuant to Batavia's applicable standard retail rate schedule for commercial customers. Such temporary power shall terminate upon the Energization Date. For the avoidance of doubt, Batavia shall not invoice Customer, and Customer shall not be obligated to pay Batavia, for electric service to the Facility until the later of (i) Batavia's receipt of the Notice to Commence Service from Customer, and (ii) Batavia's completion of the temporary electric service connection to the Facility.

4.3 Market Based Rates. Commencing on the Energization Date, and for the remainder of the Term, Customer's monthly electric service charges shall equal the sum of: PJM Batavia Hub Energy Price + Energy Cost Adjustment (identified below) + all PJM Charges and Credits directly attributable to the Customer + Distribution Charge + Administrative Fee + all applicable penalties, taxes, fees, and levies ("**Market Based Rate**"). Commencing on the Energization Date, and continuing monthly thereafter throughout the Term of this Agreement, the **Energy Cost Adjustment** ("ECA") value shall equal $0.0050/kWh.

For the avoidance of doubt, on the Energization Date, Batavia agrees to serve Customer under the Market Based Rate, as defined herein, throughout the Term of this Agreement regardless of any future revisions or modifications made to the city ordinance of Batavia, Illinois § 8-1A-5(I) by Batavia's city council and regardless of any future termination of the city ordinance of Batavia, Illinois § 8-1A-5(I) by Batavia's city council during the Term of this Agreement. Notwithstanding the foregoing, both Parties agree and acknowledge that on and after the Energization Date during the Term of this Agreement Batavia shall maintain the right to modify (i) the Distribution Charge and/or the Administrative Fee as provided in Section 4.11 of this Agreement, (ii) the Credit Assurance in accordance with Article 6, and (iii) any penalties, taxes, fees, and levies set forth in ordinances and applicable to all of Batavia's customers, including the Customer, without discrimination. In addition, and without prejudice to the foregoing, to the extent the FERC approves any modifications to PJM Charges and Credits and/or to the PJM Batavia Hub Energy Price during the Term of this Agreement, such modifications shall apply to the Market Based Rate paid by Customer hereunder. Moreover, to the extent the State of Illinois or the federal government enacts new legislation or regulations modifying or eliminating any of the cost components that comprise the Market Based Rate as described herein, the Parties agree to incorporate such changes into the Market Based Rate as necessary to fully comply with such new state or federal legislation and/or regulation. Under no circumstance shall Batavia be required to provide a Market Based Rate to Customer that does not comply with applicable state or federal law and/or regulations.

Batavia is solely responsible to undertake any such actions with respect to PJM that are necessary to arrange for the supply of power to serve Customer's retail load in each hour. Batavia shall arrange for electric service as contemplated herein regardless of changes in Customer's load arising from daily fluctuations, increased or decreased usage, extreme weather and similar events.

4.4 Market Based Transparency. Commencing on the Energization Date for the duration of the Term, Batavia shall establish a PJM subaccount on behalf of Customer to facilitate billing transparency and pass through to Customer, on an open-book basis, all applicable PJM Charges and Credits to supply Customer's load obligation at the Metering Points for the remaining Term of this Agreement. Upon

Customer request, Batavia shall provide Customer a copy of any PJM invoices that contain PJM Charges and Credits that were passed through to Customer under the Market Based Rate.

4.5 Customer Energy Schedule. Commencing on the Energization Date, Customer shall endeavor to provide an energy schedule to Batavia on a daily basis by no later than 5:00 p.m. Eastern Prevailing Time each day during the Term; provided, however, that if Customer does not provide a schedule for a given day during the Term, the prior day's schedule shall be deemed to apply for the following days until such schedule is revised by Customer. While served under the Market Based Rate, Customer shall pay the PJM Batavia Hub Day Ahead Hourly LMP price for all scheduled quantities and shall pay the PJM Batavia Hub Real Time Hourly LMP price for all unscheduled quantities. Both Parties agree that purposefully scheduling for excessive or insufficient energy which might result in a financial or other advantage to one Party or the other shall be prohibited. Any amounts that are scheduled in excess of the Customer's actual load shall be sold back to the market at the PJM Batavia Hub Real Time Hourly LMP price and netted (positive or negative) to Customer on its next Monthly Settlement Invoice. The payments between the Parties shall be netted on a monthly basis such that the Party obligated to pay the larger aggregate amount shall pay the other Party an amount equal to the excess of the larger aggregate amount over the smaller aggregate amount.

4.6 Capacity Credits. Batavia shall fulfill its Capacity Credit obligations on behalf of its retail load in accordance with applicable PJM Market Rules and Procedures. Commencing on the Energization Date, Customer shall be required to fulfill its Capacity Credit obligations in accordance with applicable PJM Market Rules and Procedures for the entire duration in which the Facility's electric consumption directly impacts the Capacity Credit obligations of Batavia. Customer acknowledges that these obligations may extend beyond the time in which the Facility is operated in Batavia. Customer agrees to pay for any necessary capacity charges directly attributable to Customer as part of final settlement for the Facility.

4.7 Renewable Portfolio Standards. If Batavia is required by state or federal law to meet applicable state or federal renewable portfolio supply standards at any time on or after the Energization Date, Batavia shall invoice and Customer shall pay its pro rata share of costs associated with such compliance; provided, however, that Customer shall not be obligated to pay such costs to Batavia to the extent (i) Customer's Market Based Rate includes the cost to comply with such renewable portfolio standards; or (ii) Customer is otherwise permitted under state or federal law and regulation, as applicable, to procure its own renewable energy credits/certificates that comply with such renewable portfolio standards ("**RPS Compliant Product**") in an amount equal to Customer's pro rata share. Without prejudice to the foregoing, if Customer is able to identify any qualified third-party sellers in the market offering a competitive price for RPS Compliant Product, Batavia agrees to make commercially reasonable efforts to evaluate such offers in good faith, provided that any such offers are submitted in compliance with all ordinances, rules, regulations, processes, and procedures of Batavia.

4.8 Electric Infrastructure Costs. Customer shall be responsible for the cost of all permanent Off-Site Infrastructure improvements necessary to serve the Facility, as further described in Appendix A, which shall be subject to reimbursement by Batavia under the following terms.

(a) In support of Customer's financial responsibilities for all required initial Off-Site Infrastructure improvements, Customer shall make full payment to Batavia for all materials and equipment prior to Batavia initiating the procurement process for such items. Customer shall make prepayment to Batavia for all labor and equipment, and Batavia shall not execute any contracts for construction nor assume any financial obligation for which Batavia will require payment or reimbursement from Customer hereunder prior to Customer agreeing to pay such costs and making prepayment(s) to Batavia for payment obligations that arise therefrom. All material, labor, equipment and construction contracts for the Off-Site Infrastructure improvements shall be administered by Batavia on an open-book basis and be subject to reimbursement subject to the terms herein and as described below. To the extent Batavia receives any credits, refunds, or returned payments under any of the foregoing contracts, or to the extent the prepayment(s) provided by Customer hereunder exceed the actual costs charged to Batavia under any of the foregoing contracts, Batavia shall provide to Customer the full amount of such credits, refunds, excess payments, and/or returned payments within eight (8) Business Days of receipt. It is understood by the Parties that the return of certain materials and/or equipment may result in re-stocking fees that could reduce the amount of any refund and/or returned payment to the Customer. To the extent Customer provides any payment to Batavia to satisfy any obligations in the foregoing contracts, Batavia shall promptly return the full amount of any such payment if Batavia subsequently declines to enter into or execute contracts giving rise to such payment obligations. Further, to the extent Customer no longer intends to operate the Facility in Batavia and elects to terminate this Agreement before the completion of the Off-Site Infrastructure improvements, Batavia shall make commercially reasonable efforts in accordance with Good Utility Practice to mitigate any damages or losses to Customer, including, without limitation, to salvage any equipment, materials, or infrastructure purchased under the foregoing contracts, and to credit or refund to Customer an amount equal to the salvage value for such items (less any reasonable, direct costs actually incurred by Batavia to salvage such equipment, materials, or infrastructure, if any).

(b) If Customer's total energy consumption exceeds 175,000,000 kWh during any Contract Year throughout the Term, then Batavia shall reimburse Customer an amount equal to twenty percent (20%) of the total as-built costs for all permanent Off-Site Infrastructure improvements, not to exceed a total of sixty percent (60%) reimbursement of the total as-built costs for all permanent Off-Site Infrastructure improvements. Upon receiving 60% reimbursement of the total as-built costs for all permanent Off-Site Infrastructure improvements, for any Contract Year thereafter in which Customer's total energy consumption exceeds 175,000,000 kWh, Batavia shall reimburse Customer an amount equal to ten percent (10%) of the total as-built costs for all permanent Off-Site Infrastructure improvements, not to exceed a total of one hundred percent (100%) of the total as-built costs for all permanent Off-Site Infrastructure. For the avoidance of doubt, under no circumstance shall the total reimbursement owed to Customer hereunder exceed 100% of the total as-built costs for all permanent Off-Site Infrastructure. To the extent Customer's total energy consumption fails to exceed 175,000,000 kWh during any Contract Year, Batavia shall not owe any reimbursement to Customer for that Contract Year; provided, however, that Customer maintains the right to receive additional reimbursements, not to exceed 100% of the total as-built costs for all permanent Off-Site Infrastructure, if in any subsequent Contract Year(s) during the Term Customer's total energy consumption exceeds 175,000,000 kWh. Said reimbursement shall appear as a credit on the first electric utility invoice issued to Customer after the conclusion of the Contract Year in which Customer's total energy consumption exceeded 175,000,000 kWh. To the extent the amount of the credit exceeds the amount due on said invoice, Batavia shall apply the balance of the remaining credit due to Customer on immediately succeeding monthly electric utility invoices until the full amount of the reimbursement is paid to Customer as a credit.

(c) The Parties further agree and acknowledge that Batavia shall not owe any interest or carrying charges to Customer on any amounts subject to reimbursement hereunder.

4.9 Timeline of Improvements. The Construction Period temporary electric service connection shall be completed and operational no later than eight (8) weeks from the date of issuance of a building permit for the Facility; provided, however, that Customer shall not be obligated to receive and pay for such temporary electric service at the Facility until Batavia receives the Notice to Commence Service from Customer and Batavia completes the temporary electric service connection to the Facility. Batavia shall complete the Off-Site Infrastructure improvements identified in Appendix A within fourteen (14) months from later of (i) Customer providing prepayment to Batavia for required permanent Off-Site Infrastructure improvements as contemplated in Section 4.8(a), and (ii) the date of issuance of a building permit for the Facility. Notwithstanding the foregoing, Batavia shall not be held liable for delays in completing the Off-Site Infrastructure improvements that are caused by a Force Majeure event or circumstance. If there are any such delays caused by Force Majeure, the time for completion of the Off-Site Infrastructure improvements shall be extended on a day-for-day basis for the duration of the delay caused by the Force Majeure event or circumstance. During the Construction Period and through the date of Energization, Batavia shall provide Customer periodic development progress reports in writing, no less frequently than monthly, to update Customer on progress toward construction, installation, and completion of the temporary electric service connection and all Off-Site Infrastructure improvements necessary to service the Facility, and, if applicable, a description of any anticipated delays and the estimated duration and cause(s) thereof, whether or not such delays constitute Force Majeure events as defined herein, and any such additional information as may be reasonably requested by Customer; provided, however, that nothing herein shall preclude Customer from obtaining additional status updates or development progress reports from Batavia on a more frequent basis.

4.10 Batavia Franchise Fee. Upon Customer providing a Notice to Commence Service and upon Batavia providing electric service to the Facility, Customer shall be responsible for paying Batavia franchise fee per applicable ordinance.

4.11 Distribution Charge and Administrative Fee. Commencing on the Energization Date through the Term of this Agreement, Customer shall pay Batavia a Distribution Charge of $5.82 per kW/month. In addition, commencing on the Energization Date through the Term of this Agreement, Customer shall pay Batavia a fixed monthly Administrative Fee of $8,000.00. Upon providing Customer at least ninety (90) days prior written notice, Batavia may adjust the Distribution Charge and Administrative Fee no more often than once annually to the extent Batavia can reasonably demonstrate to Customer, with supporting documentation provided by Batavia upon request by Customer, that such costs to serve Customer have changed; provided, however, that the foregoing shall not prohibit or impair Customer's rights to dispute, oppose, or challenge the reasonableness or prudence of any such cost adjustment, nor shall any such cost adjustment unduly or unreasonably discriminate against Customer.

ARTICLE 5 BILLING FOR ELECTRIC SERVICE

5.1 Billing for Market Based Rate Service. Commencing on the Energization Date and through the Term of this Agreement, each month Batavia shall settle all electric service charges due under this Agreement, including but not limited to applicable PJM Charges and Credits and any applicable taxes (including any applicable state tax), fees and levies.

(a) **PJM Subaccount.** Batavia shall establish a PJM subaccount to facilitate transparency for Customer and to ensure segregation from Batavia's other retail load.

(b) **PJM Weekly Billing Statement.** Commencing on the Energization Date and through the Term of this Agreement, the Parties acknowledge that PJM will issue a weekly billing statement to Batavia for Customer's subaccount.

(c) **PJM Monthly Settlement Billing Statement.** Commencing on the Energization Date and through the Term of this Agreement, the Parties acknowledge that, PJM will issue a monthly settlement billing statement to Batavia for Customer's subaccount. Because there may be various energy transactions on a month-by-month basis, the PJM settlement billing statement may include fixed and/or variable rates.

(d) **Reconciliation.** Because quantities determined under this Article 5 may be estimated, and subject to a reconciliation process, quantities used in calculations shall be subject to adjustment, whether positive or negative, in subsequent months' calculations.

(e) **Pass Through of Charges.** To the extent that either Party pays or is required to pay for any service or charge that is the responsibility of the other Party, then the paying Party shall be reimbursed for such costs by the responsible Party either through cash payment or by credit against other amounts owed to the responsible Party by the paying Party in accordance with this Section.

(f) **Taxes, Fees and Levies.** Commencing on the Energization Date and through the Term of this Agreement, Customer shall be obligated to pay all present and future applicable taxes, fees and levies, imposed on or associated with Market Based Rates.

5.2 Payment.

(a) **Weekly Invoice and Payment Date.** Commencing on the first Friday following the Energization Date, and continuing every Friday thereafter throughout the Term, or in the event of a PJM or Batavia holiday the next Business Day thereafter, Batavia shall invoice Customer for an amount equal to the net amount due on the PJM weekly billing statement and Customer shall pay Batavia any amounts due and payable thereunder on or before seven (7) days after the date the invoice is received by Customer.

(b) **Monthly Settlement Invoice and Payment Date.** Within ten (10) days following its receipt of the PJM Monthly Settlement Billing Statement, Batavia shall issue a Monthly Settlement Invoice, or invoices, to Customer and Customer shall pay Batavia any amounts due and payable thereunder on or before the tenth (10^{th}) day after the date Customer receives the invoice from Batavia for Market Based Rate service as contemplated herein.

(c) **Payment Method and Interest.** All invoices for Market Based Rate service shall be paid by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. For payments to Batavia, Customer shall transfer funds via Automated Clearing House to Batavia's bank account as designated by Batavia's Finance Department. Subject to Section 5.3, if all or any part of any amount due and payable pursuant to this Agreement shall remain unpaid fifteen (15) days after the date Customer receives the invoice, interest shall thereafter accrue and be payable to Batavia via a delayed payment charge of five percent (5%) of the undisputed portion of such invoice; provided, however, that if Batavia elects to draw upon the Credit Assurance to pay the undisputed portion of an invoice for Market Based Rate service in accordance with Section 5.4, Customer shall not owe Batavia interest on the amount due to Batavia.

5.3 Billing Disputes. If Customer, in good faith, disputes an invoice, or any portion thereof, from Batavia, Customer shall promptly notify Batavia of the basis for the dispute and, if the invoice has not yet been paid, pay the undisputed portion of such invoice no later than the due date. Upon resolution of the dispute, any required payment or refund shall be made within seven (7) days of such resolution. Any overpayment by Customer shall be subject to interest on refunds as provided in Section 16.9.

5.4 Assurance. If all or part of any undisputed invoice amount for Market Based Rate service due and payable pursuant to this Agreement remains unpaid after fifteen (15) days after it is due to Batavia as described in Section 5.2(c), and if Batavia elects to do so, Batavia shall notify Customer in writing that Batavia intends to draw upon the Credit Assurance, as further described in Article 6, within five (5)

Business Days of Customer's receipt of such written notice; provided, however, that if Customer pays Batavia the undisputed invoice for Market Based Rate service within 5 Business Days, Batavia shall not draw upon the Credit Assurance. If Batavia is forced to draw upon the Credit Assurance due to Customer's failure to cure such non-payment as contemplated herein, Customer shall be obligated to replenish the Credit Assurance in a reasonable amount, as set forth in Article 6, within ten (10) Business Days of Batavia drawing upon the Credit Assurance. For the avoidance of doubt, Batavia shall have no right to draw upon the Credit Assurance for the specific portion of any invoice for Market Based Rate service that is disputed in good faith by Customer pursuant to Section 5.3.

5.5 Customer Billing to Tenants. Customer is solely responsible for timely payment of the full, undisputed invoiced amount to Batavia, without regard to payments that might be disputed between Customer and its tenants. Subject to the terms and conditions of this Section 5.5, Customer shall have the right during the Term to invoice tenants at the Facility for Market Based Rate service received by the tenant, whether based on the tenant's percent interest, unit size or other common real estate valuation (e.g., square footage), usage, or any mutually agreed-upon fixed fee arrangement. To the extent that Customer requires a tenant of the Facility to reimburse Customer for Market Based Rate electric service charges that are billed based on tenant usage, a separate meter shall, consistent with applicable state and federal law and regulations and in accordance with industry standards for data centers, be installed by Customer to measure each separate tenant's usage; provided, however, that for purposes of billing tenants based on usage, the total of payments made by tenant(s) to Customer for Market Based Rate service at the Facility during a billing period may not exceed the total sum demanded by Batavia for Market Based Rate service at the Facility during the same billing period. In accordance with the terms in Section 16.9, Batavia shall have the right to audit Customer's billing of electric usage to any tenant for the purpose of verifying compliance with this provision. Each tenant will be required to sign an acknowledgement of the terms of this provision.

ARTICLE 6 CREDITWORTHINESS

6.1 Credit Assurance. Subject to the terms in this Article 6, Batavia reserves the right to require Customer to provide credit assurance for the purpose of covering Batavia's accounts receivable exposure for Customer's energy and Capacity Credit obligations, including all associated Batavia and PJM Charges and Credits, fees and taxes, in a form reasonably acceptable to the Parties, including, but not limited to prepayment, guaranty with a creditworthy party, cash collateral, irrevocable standby letter(s) of credit, performance bond, or other security ("**Credit Assurance**").

(a) Batavia may require Customer to provide such Credit Assurance upon the Facility instantaneously drawing over five megawatts (5 MW) any time on or after the Energization Date, with any such Credit Assurance due to Batavia within fifteen (15) Business Days of Customer receiving written notice from Batavia of the required Credit Assurance.

(b) Any Credit Assurance established during the initial twelve (12) month period following the Energization Date shall be in an amount reasonably acceptable to the Parties; provided, however, that the amount of the Credit Assurance during for the first twelve (12) months shall not exceed six million U.S. dollars ($6,000,000).

(c) Commencing on the first (1st) anniversary of the Energization Date, and every anniversary thereafter during the Term, the Parties agree to re-evaluate the amount of Credit Assurance required and adjust the value upward or downward accordingly; provided however, that the amount of Credit Assurance shall never exceed one-hundred and ten percent (110%) of the monthly average of total charges paid by Customer during the preceding twelve (12) month period.

(d) In order to satisfy any Capacity Credit obligations of Customer that may extend beyond the Term of this Agreement as contemplated in Section 4.6, Batavia shall have a right to retain the Credit Assurance for a period of one (1) year following the expiration or termination of this Agreement. The value of the Credit Assurance retained by Batavia beyond the Term of this Agreement shall not exceed one-hundred and ten percent (110%) of the Customer's calculated Capacity Credit obligation. Batavia shall return to Customer the Credit Assurance in the full amount then-held by Batavia within thirty (30) days after the first anniversary of the expiration or termination of this Agreement.

ARTICLE 7 DEFAULT AND REMEDIES

7.1 Customer Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder with respect to Customer:

(a) If the Credit Assurance amount fails to cover the full amount of the undisputed invoice for Market Based Rate service due to Batavia as contemplated in Section 5.4 and Customer fails to pay the difference if such failure is not remedied within ten (10) Business Days after receiving written notice of such failure from Batavia;

(b) Any representation or warranty made by Customer herein is false or misleading in any material respect when made or when deemed made or repeated if such false or misleading representation or warranty is not remedied within ten (10) Business Days after receiving written notice from Batavia;

(c) The failure by Customer to provide reasonable Credit Assurance in accordance with Article 6, if such failure is not remedied within ten (10) Business Days after receiving written notice of such failure from Batavia;

(d) The failure by Customer to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default as specified above or a Force Majure event pursuant to Section 8.3) and such failure is not cured within a reasonable time after written notice of such failure from Batavia, not to exceed sixty (60) days;

(e) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due; or

(f) Customer consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

7.2 Batavia Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder with respect to Batavia:

(a) Batavia fails to serve all of Customer's power requirements located within Batavia's franchised service territory (net of any Customer Generation Resources) in accordance with Good Utility Practice and the terms of this Agreement;

(b) Batavia fails to pass through a credit, including any credits from PJM, or a payment or reimbursement due to Customer if such failure is not remedied within ten (10) Business Days after written notice;

(c) Any representation or warranty made by Batavia herein is false or misleading in any material respect when made or when deemed made or repeated if such false or misleading representation or warranty is not remedied within ten (10) Business Days after receiving written notice from Customer;

(d) Batavia fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default as specified above or a Force Majure event pursuant to Section 8.3), and such failure is not cured within a reasonable time after written notice of such failure from Customer, not to exceed sixty (60) days.

7.3 Remedies for an Event of Default. In the event of a Customer Default per Section 7.1 or a Batavia Default per Section 7.2, Batavia or Customer shall have the right to seek available remedies at law (including those available under the Batavia municipal code) or in equity, including, without limitation, the suspension and/or termination of this Agreement.

7.4 Batavia No Longer Provides Electric Utility Services. In the event that state or federal law requires Batavia to both cease providing electric utility services and transfer its electric utility service territorial rights to another electric utility, Customer's sole remedy shall be to obtain electric service from another electric utility in accordance with applicable law; provided, however, that Batavia shall notify Customer of any such state or federal requirement at the earliest practicable time upon becoming aware of said requirement.

If Batavia holds a general or special meeting at any time during the Term of this Agreement to consider or to determine whether (i) to terminate the ordinance(s) granting a franchise to the municipal electric utility of the City of Batavia or to otherwise not renew the existing franchise granted to the municipal electric utility of the City of Batavia, (ii) grant an exclusive or non-exclusive franchise to an electric utility other than the municipal electric utility of the City of Batavia as may be permitted under applicable law, or (iii) to otherwise transfer ownership or operation of the municipal electric utility of the City of Batavia's franchise to any third party as may be permitted under applicable law, Batavia shall provide Customer written notice of such meeting(s) no later than three (3) months in advance of such a meeting, and Customer shall be authorized to attend and participate in any such meeting, provided Customer complies with all applicable rules and procedures for such meetings.

ARTICLE 8 CURTAILMENT, MAINTENANCE, TEMPORARY INTERRUPTIONS AND FORCE MAJEURE

8.1 Curtailment, Unplanned Maintenance, Demand Response and Customer Generation Resource.

(a) **Curtailment.** Prior to construction of the Facility, Customer shall provide Batavia with projections detailing the Facility's anticipated power requirements. Said projections shall be prepared by an Illinois licensed architect or engineer. Commencing on the Energization Date, the Customer shall be subject to the following power curtailment requirements:

(i) The Parties agree that the Facility's power requirements represent a significant portion of Batavia's overall system load. As such, Batavia shall have the authority to curtail Customer's power consumption on a non-discriminatory basis and in accordance with Good Utility Practice to 1) maintain the integrity of Batavia's electric system during an Emergency Condition, 2) in support of Unplanned Maintenance activities, as defined and further described in this Agreement, or 3) in response to a mandatory directive issued by the Transmission Provider or PJM ordering Batavia to curtail load. Said curtailment may be achieved through Customer actions to reduce load or through physical or electronic disconnection of the Facility, or a portion thereof, from Batavia's system.

(ii) In the event of an Emergency Condition, Batavia shall provide Customer with written notice of a requirement to curtail power. Said notice shall be provided with as much advance notice as reasonably possible. Said notice shall identify (i) the date/time of the curtailment event, (ii) anticipated duration of the curtailment event, and (iii) cause(s) necessitating the curtailment event. Notwithstanding the preceding, if Batavia determines, in accordance with Good Utility Practice, that the Emergency Condition will result in imminent danger to personnel, property or equipment, then this requirement for advanced notice shall be waived and Batavia shall notify Customer as soon as reasonably possible following any immediate actions it needs to take to mitigate the Emergency Condition.

(iii) In the event Batavia determines, in accordance with Good Utility Practice, that there is Unplanned Maintenance necessitating the curtailment of Customer's power consumption, Batavia shall provide Customer with written notice of a requirement to curtail power no less than seventy-two (72) hours prior to commencement of the required curtailment event. Said notice shall identify (i) the date/time of the curtailment event, (ii) anticipated duration of the curtailment event, (iii) cause(s) necessitating the curtailment, (iv) the specific equipment on which the Unplanned Maintenance shall be performed, and (v) how that Unplanned Maintenance will directly impact the Facility. Unplanned Maintenance shall refer to any situation where Batavia determines, in accordance with Good Utility Practice, that its distribution system requires maintenance that (a) is not routine (e.g., annual overhaul, inspections, or testing), (b) is not planned, scheduled, or otherwise contemplated in Batavia's annual maintenance plan or maintenance schedules for its distribution system, (c) cannot be reasonably scheduled or conducted without curtailing all or a portion of Customer's power consumption or the Facility's operations, and (d) is not an Emergency Condition.

(iv) In the event the Transmission Provider and/or PJM issues a mandatory directive ordering Batavia to curtail load, Batavia shall provide Customer with written notice of a requirement to curtail power within two (2) hours of receiving the mandatory directive; provided, however, that if the Transmission Provider and/or PJM provide prior notice of any potential curtailment event that may be forthcoming, Batavia shall provide Customer written notice of the potential forthcoming curtailment event within twenty-four (24) hours of receiving notice from the Transmission Provider and/or PJM. Said notice shall (i) identify the date/time of the potential or actual curtailment event (as applicable), (ii) anticipated duration of the curtailment event, and (iii) cause(s) necessitating the curtailment.

(v) Upon receipt of notice from Batavia, Customer shall institute commercially reasonable procedures which will cause a corresponding curtailment of power delivery from Batavia to Customer. If Customer fails to institute such commercially reasonable procedures, Batavia shall be entitled to limit delivery of power to Customer consistent with Good Utility Practice in order to effectuate reductions in power delivery equivalent to the reduction which would have been effected had Customer fulfilled its curtailment obligation, provided that Batavia complied with all notice requirements set forth herein.

(vi) Batavia shall not incur any liability to Customer in connection with any such curtailment action provided that Batavia gave Customer the required notification described herein.

(vii) Batavia shall be obligated to promptly notify Customer of any material updates to the required curtailment event, and Batavia shall promptly provide Customer written notification of when the curtailment event has ended.

(viii) During any curtailment event, nothing herein shall prohibit Customer from sourcing all or a portion of its power requirements for the Facility from Customer Generation Resource, provided that the use and operation of Customer Generation Resource during a curtailment event shall not jeopardize the integrity of the Batavia's electric distribution system or the Transmission Provider's transmission system.

(b) **Planned Maintenance.** Subject to the requirements set forth herein, Batavia may determine in accordance with Good Utility Practice that planned maintenance of its electric distribution system is necessary during the Term of this Agreement. Planned Maintenance shall refer to any maintenance of the Batavia distribution system that does not meet the definition of Unplanned Maintenance or an Emergency Condition, as set forth herein. If Planned Maintenance is required, Batavia shall schedule and perform such Planned Maintenance activities in a manner that ensures sufficient infrastructure remains in service during the Planned Maintenance period to serve the full load requirements of the Facility without interruption or curtailment.

(i) All planned schedules and procedures for Planned Maintenance activities directly affecting the Facility shall be developed and conducted in accordance with Good Utility Practice. The Parties shall work together in good faith to schedule annual Planned Maintenance schedules to mutually accommodate the reasonable requirements of the Parties. No later than thirty (30) days prior to the first anniversary of the Energization Date, and every anniversary thereafter during the Term, Batavia shall provide Customer a non-binding annual Planned Maintenance schedule for the Facility for the following year. Customer may request reasonable timing modifications to the non-binding Planned Maintenance schedule for any planned activities affecting the Facility and, subject to its operational and maintenance needs, Batavia shall use commercially reasonable efforts to comply with such a request to modify the timing of said activities. In addition, Batavia shall provide Customer notice of any Planned Maintenance affecting the Facility at least five (5) Business Days in advance of the start of the Planned Maintenance period. Said notice shall (i) identify the date/time of the Planned Maintenance event, (ii) identify the anticipated duration of the Planned Maintenance event, (iii) describe the cause(s) necessitating the Planned Maintenance event, (iv) identify the specific equipment on which the Planned Maintenance shall be performed, and (v) describe how that Planned Maintenance will directly impact the Facility. Customer may request reasonable modifications in the Planned Maintenance period and, subject to Batavia's operational and maintenance needs and in accordance with Good Utility Practice, Batavia shall use commercially reasonable efforts to accommodate Customer's request.

(c) **Demand Response.** To the extent Customer determines, in its sole discretion, to participate in a demand response program as contemplated in Ordinance 09-11 (as may be modified from time to time), Batavia shall not unreasonably withhold its authorization to permit Customer to bid demand response utilizing an independent third-party entity.

(d) **Customer Generation Resource.** The Parties agree that permanent On-Site Infrastructure and Off-Site Infrastructure improvements, as described herein, are intended to serve the Facility's power requirements, as supplied by Batavia. The Parties agree that the aforementioned infrastructure improvements are not intended to facilitate distribution of power self-generated by the Customer back onto Batavia's electric system. Customer shall have a right to self-generate as much, or as little, power as Customer so desires provided that no excess power shall be delivered back to Batavia's electric distribution system and Customer's self-generation does not jeopardize the integrity of the Batavia's electric distribution system or the Transmission Provider's transmission system.

8.2 Interruptions in Service. Batavia will follow Good Utility Practices in undertaking its obligations under this Agreement to furnish energy to Customer at a level of service consistent with Batavia's other retail customers, but Batavia does not guarantee that the supply of energy furnished to Customer will be uninterrupted, or that voltage and frequency will be at all times constant. Unless Batavia fails to comply with the notice provisions set forth in Section 8.1, fails to supply electricity or interrupts service to Customer due to willful default or negligence on the part of Batavia, or otherwise fails to operate its system in accordance with Good Utility Practice, interruption of energy deliveries hereunder or variations in voltage and frequency shall not constitute a default by Batavia under this Agreement, and Batavia shall not in any such case be liable to Customer for direct, indirect or consequential damages resulting from any such interruptions of service.

8.3 Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Agreement and such Party (the "**Claiming Party**") gives written notice and details of the Force Majeure to the other Party as soon as practicable (including, without limitation, the cause(s) of the Force Majeure event, the estimated or anticipated duration of the Force Majeure event, and any other material developments impacting the Claiming Party's ability to perform or resume performance under the Agreement), then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement to the extent that, and for the period during which performance is prevented by Force Majeure. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. In the event of Force Majeure, the Parties agree to cooperate and collaborate in good faith to remediate or otherwise minimize or mitigate any delay or inability to perform caused by a Force Majeure event. In the case of a Party's obligation to make payments hereunder, Force Majeure will be only an event or act that on any day disables the banking system through which a Party makes such payments. Either Party may in good faith dispute the other Party's declaration of Force Majeure hereunder in which case the Parties shall agree to meet informally to discuss and attempt to resolve their dispute. If the Parties cannot resolve their dispute, either Party may pursue the dispute resolution procedures set forth in this Agreement.

ARTICLE 9 NOTICES, REPRESENTATIVES OF THE PARTIES

9.1 Notices. Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing. Such notice shall be sent by electronic mail to the designated email address below, courier, nationally recognized delivery service, or personally delivered, to the representative of the other Parties designated in this Article 9. Any such notice, demand, or request shall be deemed to be delivered to the other Party (i) when confirmed upon receipt, excluding automatic replies, if delivered by electronic mail, or (ii) when actually received if delivered by courier, nationally recognized delivery service, or personal delivery.

Notices and other communications by Batavia to Customer shall be addressed to the following contacts:

Legal Notices:

1101 Brickell Ave., Suite N-1500
Miami, FL 33131
Attn: Legal Department
Email: legal@hut8.com

Operational or Emergency Notices:

1101 Brickell Ave., Suite N-1500
Miami, FL 33131
Attn: Greg Irwin and Chris Vickery
Email: gregory.irwin@hut8.com; chris.vickery@hut8.com

Payment/Billing Notices

1101 Brickell Ave., Suite N-1500
Miami, FL 33131
Attn: Greg Irwin and Chris Vickery
Email: gregory.irwin@hut8.com; chris.vickery@hut8.com

Capacity Credit Assurance Notices:

1101 Brickell Ave., Suite N-1500
Miami, FL 33131
Attn: Greg Irwin or Chris Vickery
Email:
gregory.irwin@hut8.com;chris.vickery@hut8.com

With a copy to:
1101 Brickell Ave., Suite N-1500
Attn: Legal Department
Email: legal@hut8.com

Notices and other communications by Customer to Batavia shall be addressed to:

100 N. Island Avenue
Batavia, IL 60510
Attn: Laura Newman, City Administrator
Email: lnewman@bataviail.gov

With a copy to:

Drendel & Jansons Law Group
111 Flinn St.
Batavia, IL 60510
Attn: Kevin Drendel
Email: kgd@batavialaw.com

Customer Energy Schedule:
200 N. Raddant Road
Batavia, IL 60510
Attn: Rahat Bari, Asst. Director of Public Works and City Engineer
Email: rbari@bataviail.gov

Any Party may change its representative by written notice to the other Parties.

9.2 Authority of Representative. The Parties' representatives designated in Section 9.1 shall have full authority to act for their respective principals in all technical, operational, or legal matters (as applicable) relating to the performance of this Agreement. The Parties' representatives shall not, however, have the authority to amend, modify or waive any provision of this Agreement unless they are authorized officers of their respective entities and such amendment, modification or waiver is made pursuant to Article 16.

ARTICLE 10 LIABILITY, INDEMNIFICATION, AND RELATIONSHIP OF PARTIES

10.1 Limitation on Consequential, Incidental and Indirect Damages. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER BATAVIA NOR CUSTOMER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS OR AFFILIATES, SUCCESSOR OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE MEMBERS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10.1 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

10.2 Indemnification. Each Party shall indemnify and hold harmless the other Party from and against any and all legal and other expenses, Claims, costs, losses, suits or judgments for damages to any person or destruction of any property arising in any manner directly or indirectly by reason of the acts of such Party's authorized representatives including but not limited to while on the premises of the other Party under the rights of access provided herein.

Batavia assumes no responsibility of any kind with respect to construction, installation, ownership, operation or maintenance of the On-Site Infrastructure improvements and Customer Generation Resource; and Customer agrees to protect, indemnify and save harmless Batavia from any and all claims, demands, or actions for injuries to person or property by any person, firm or corporation in any way resulting from, growing out of, or arising in or in connection with the construction, installation, ownership, operation or maintenance of the On-Site Infrastructure improvements and Customer Generation Resource, but only to the extent such claim, demand, or action did not arise, in whole or in part, by Batavia's failure to act in accordance with Good Utility Practice. Customer assumes no responsibility of any kind with respect to the construction, installation, ownership, operation, or maintenance of the Off-Site Infrastructure improvements for electric service to the Facility (identified in Appendix A), and Batavia agrees to protect, indemnify, and save harmless Customer from any and all Claims, demands, or actions for injuries to person or property by any person, firm or corporation in any way resulting from, growing out of, or arising in or in connection with the construction, installation, ownership, operation, or maintenance of the Off-Site Infrastructure improvements for electric service to the Facility.

If any Party intends to seek indemnification (i.e., the indemnified Party) under this Section 10.2 from the other Party (i.e., indemnifying Party) with respect to any Claim, the indemnified Party shall give the indemnifying Party written notice of such Claim within fifteen (15) days of the commencement of, or actual knowledge of, such Claim. The indemnified Party shall have the right, at its sole cost and expense, to participate in the defense of any such Claim. The indemnifying Party shall not compromise or settle any such Claim without the prior consent of the indemnified Party, which consent shall not be unreasonably withheld. If the indemnified Party believes that there may be legal defenses available to it that are inconsistent with those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the indemnifying Party's expense. If any Claim arises as to which indemnity provided for in this Section applies, and the indemnifying Party fails to assume the defense of such Claim after having been requested to do so by the indemnified Party, then the indemnified Party may, at the indemnifying Party's expense, contest or, with the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld, settle such Claim. All reasonable costs and expenses incurred by the indemnified Party in connection with any such contest or settlement shall be paid by the indemnifying Party to the indemnified Party upon written demand by the indemnified Party.

ARTICLE 11 COVENANTS, REPRESENTATIONS AND WARRANTIES

11.1 During the Term of the Agreement, Batavia and Customer covenant, represent and warrant to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) It has, or will upon execution of this Agreement promptly seek, all legal or regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, including, but not limited to any organizational documents, charters, ordinances, codes, by-laws, indentures, mortgages or any other contracts or documents to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) Batavia has complied with all applicable state and local requirements for entering into a valid, effective, and legally binding contract with Customer, and all rights and obligations applicable to the Parties in this Agreement do not violate any applicable state and local laws or regulations governing the validity, effectiveness, and enforceability of Illinois municipality contracts with third parties, including this Agreement with Customer.

(e) Batavia is subject to breach of contract obligations under this Agreement. To the extent that Batavia may be entitled to claim sovereign, governmental, or municipal immunity from any liability for any breach of contract obligations under this Agreement, Batavia hereby agrees not to claim, and hereby waives, such sovereign, governmental, or municipal immunity.

(f) This Agreement, and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(g) Neither Party is not aware of any proposed or approved transaction that could materially impact its ability to perform its obligations pursuant to and in accordance with this Agreement;

(h) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it, which would result in it being or becoming bankrupt; and

(i) As of the Effective Date, there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially and/or adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 12 ASSIGNMENT

12.1 General Prohibition Against Assignments. Except as provided in Section 12.2 below, no Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Parties' written consent, which consent shall not be unreasonably withheld or delayed.

12.2 Exceptions to Prohibition Against Assignments. A Party may, without the other Party's prior written consent, (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) transfer or assign this Agreement, or any rights or obligations hereunder, to an Affiliate of such Party or to a data center owner, end-user, tenant, or customer of Customer (provided such Affiliate, data center owner, end-user, tenant, or customer of Customer shall be of equal or greater creditworthiness as that of the assigning Party, and shall provide reasonable written proof of such to Batavia, or shall otherwise provide the Credit Assurance to Batavia as required by Article 6); or (iii) transfer or assign this Agreement, or any rights or obligations hereunder, to any person or entity succeeding by merger or by acquisition to all or substantially all of the assets (provided such person or entity shall be of equal or greater creditworthiness as that of the assigning Party, and provide reasonable written proof of such to Batavia, or shall otherwise provide the Credit Assurance to Batavia as required by Article 6); provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof. To the extent the Agreement is assigned in whole or in part to a third-party as contemplated herein, the assigning Party shall provide notice of the assignment, as well as a copy of the fully-executed assignment agreement between the assigning Party and the third-party assignee, to the non-assigning Party within seven (7) days after the effective date of the assignment agreement ("**Assignment Notice**"). Upon satisfaction of any assignment under this Section 12.2, the assigning Party hereunder shall be released from any rights or duties arising under this Agreement from and after the effective date of the assignment and delegation, it being expressly understood and agreed, however, that such release shall not relieve the assigning Party from liability under this Agreement for any acts, omissions, incidents or events occurring prior to the effective date of the assignment and delegation. If the Agreement is only partially assigned to a third-party assignee as permitted hereunder, the Assignment Notice shall identify and describe the specific rights, obligations, provisions, and/or Sections of this Agreement (as applicable) that were assigned to and that shall be the sole responsibility of the third-party assignee.

12.3 Consent to Assignment. If requested by Customer, and if in keeping with terms and conditions described in Section 12.2, Batavia agrees to sign a consent to a collateral assignment of this Agreement to Customer's lender(s) typical for project finance.

ARTICLE 13 CONFIDENTIALITY

13.1 Confidential Information. To the extent permitted by law, all Confidential Information shall be held and treated by the Parties and their agents in confidence, used solely in connection with this Agreement, and shall not, except as hereinafter provided, be disclosed without the other Parties' prior written consent.

13.2 Disclosure. Notwithstanding the foregoing, Confidential Information may be disclosed (a) to regulatory authorities of competent jurisdiction, or as otherwise required by applicable law, regulation or order, (b) as part of any required, periodic filing or disclosure with or to any regulatory authority of competent jurisdiction and (c) to third parties in connection with merger, acquisition/disposition and financing transactions provided that any such third party shall have signed a confidentiality agreement with the disclosing party containing customary terms and conditions that protect against the disclosure of the Confidential Information and that strictly limit the recipient's use of such information only for the purpose of the subject transaction and that provide for remedies for non-compliance.

13.3 Notice. In the event that a Party is requested or required to disclose any Confidential Information pursuant to subsections 13.2 (a) and (b) above ("**Compelled Party**"), and subject to the requirements of the Illinois Freedom of Information Act, the Compelled Party shall provide the other Party with at least ten (10) Business Days prior written notice of any such request or requirement, so that the other Party may seek an appropriate protective order, other confidentiality arrangement or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order, other confidentiality arrangement or the receipt of a waiver hereunder, the Compelled Party, in the opinion of counsel, is compelled to disclose Confidential Information, the Compelled Party may disclose that portion of the Confidential Information which the Compelled Party's counsel advises that the Compelled Party is compelled to disclose.

13.4 Remedies. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. Without prejudice to the rights and remedies otherwise available as set forth herein, the Party that has disclosed its Confidential Information hereunder ("**Disclosing Party**") shall be entitled to seek equitable relief by way of injunction or otherwise if the Party in receipt of Confidential Information ("**Receiving Party**") or any of its representatives breach or threaten to breach any of the provisions of this Agreement and the Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law. In addition to the foregoing, the Receiving Party shall indemnify, defend and hold harmless the Disclosing Party from and against any Claims, threatened or filed, and any losses, damages, expenses, attorneys' fees or court costs incurred by such Disclosing Party in connection with or arising directly or indirectly from or out of the Receiving Party's disclosure of the Confidential Information to third parties except as permitted above.

13.5 PJM. Notwithstanding the above provisions, Batavia shall be permitted to communicate with Commonwealth Edison Company and/or PJM any necessary information with regard to Customer's electric service requirements under this Agreement and will make all reasonable efforts to ensure that Confidential Information remains confidential. For the avoidance of doubt, Batavia shall not be permitted to communicate with or otherwise disclose to Commonwealth Edison Company and/or PJM any financial information provided by Customer to Batavia pursuant to Article 6 of this Agreement or any other Confidential Information unrelated to Customer's electric service requirements without the prior written consent of Customer.

ARTICLE 14 REGULATORY AUTHORITIES

Each Party shall perform its obligations hereunder in accordance with this Agreement and applicable state or federal law, rules and regulations. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States or the State of Illinois as those provisions may be amended, supplemented or superseded.

ARTICLE 15 DISPUTE RESOLUTION AND STANDARD OF REVIEW FOR PROPOSED CHANGES

15.1 Resolution by Officers of the Parties. In the event of any dispute among the Parties arising out of or relating to this Agreement, the Parties may pursue their rights and remedies contained in this Agreement, or as otherwise provided by law or in equity, in a court of law as set forth herein.

BATAVIA AND CUSTOMER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF BATAVIA AND CUSTOMER RELATED HERETO AND EXPRESSLY AGREE TO HAVE ANY DISPUTES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT BE ADJUDICATED BY A JUDGE OF THE COURT IN THE STATE OF ILLINOIS OR FEDERAL COURT SITTING IN THE STATE OF ILLINOIS HAVING JURISDICTION WITHOUT A JURY.

ARTICLE 16 GENERAL PROVISIONS

16.1 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties thereto, and nothing herein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

16.2 No Dedication of Distribution System. Any undertakings or commitments by one Party to the other under this Agreement shall not constitute the dedication of Batavia's electric distribution system or any portion thereof to the public or to the other Party, except for their obligations under this Agreement. Whenever at Customer's request any portion of Batavia's electric distribution system is to be relocated solely to suit Customer's convenience, Customer shall reimburse Batavia for the entire cost incurred in making such change.

16.3 Waivers. The failure of a Party to insist in any instance upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a general waiver of any such provision or the relinquishment of any such right, except to the extent such waiver is in writing and signed by an authorized representative of such Party.

16.4 Interpretation. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Illinois, without giving effect to its conflict of laws provisions.

16.5 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and the Parties hereby agree to effect such modifications to this Agreement as shall be reasonably necessary in order to give effect to the original intention of the Parties.

16.6 Modification. No modification to this Agreement will be binding on any Party unless it is in writing and signed by all Parties.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

16.8 Headings. Article and Section headings used throughout this Agreement are for the convenience of the Parties only and are not to be construed as part of this Agreement.

16.9 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge, credit, reimbursement, or computation made pursuant to this Agreement. If requested, a Party shall provide supporting evidence to the other Party. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments to such invoice and the payments thereof will be made promptly and shall bear interest calculated in accordance with Federal Funds Rate minus 0.25% as from time to time in effect from the date the overpayment or underpayment was made until paid provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of the twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

16.10 Records. The Parties shall keep for a period of at least two (2) years such records as may be needed to afford a clear history of the provision of utility services hereunder, and all associated charges, fees, taxes, etc., provided by Batavia to the Customer pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is resolved by the Parties or via litigation.

16.11 Survival. The provisions of Article 16 shall survive for two years after the termination of this Agreement hereof, and any Section of this Agreement that specifies by its terms that it survives termination, shall survive the termination or expiration of this Agreement.

16.12 Cooperation to Effectuate Agreement. Each Party shall cooperate to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties. Customer and Batavia each shall exercise reasonable diligence to use and provide any service furnished under this Agreement with a view to securing the efficiency of their respective apparatus and systems in keeping with Good Utility Practice in the area, shall coordinate their respective systems' relaying and fusing so as to preclude unnecessary interruptions, shall maintain their respective facilities and equipment at all times in a safe operating condition in accordance with Good Utility Practice, shall operate their respective facilities and equipment in such manner as not to interfere with the service to customers of either Party, and shall coordinate maintenance that may adversely affect the operation of their respective facilities and equipment.

ARTICLE 17 RULES OF CONSTRUCTION

Terms used in this Agreement but not listed in this Article or defined in Article 1 shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice.

Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

The masculine shall include the feminine and neuter.

The words "include", "includes" and "including" are deemed to be followed by the words "without limitation."

References to contracts, agreements and other documents and instruments shall be references to the same as amended, supplemented or otherwise modified from time to time.

The Appendix attached hereto is incorporated in and is intended to be a part of this Agreement; provided, that in the event of a conflict between the terms of any Appendices and the Terms of this Agreement, the Terms of this Agreement shall take precedence.

References to laws and to terms defined in, and other provisions of, laws shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.

References to a person or entity shall include its successors and permitted assigns and, in the case of a governmental authority, any entity succeeding to its functions and capacities.

References to "Articles," "Sections," or "Appendices" shall be to articles, sections, or appendices of this Agreement.

Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same.

This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

ARTICLE 18 ENTIRE AGREEMENT

The Parties agree that this Agreement, including the Appendix A attached hereto, sets forth the terms under which Batavia will supply power to Customer and constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral (including without limitation any preliminary term sheet), among the Parties concerning this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

City of Batavia, Illinois

By:	Jeffery D. Schielke	Kate Garrett by Karen Morley, deputy clerk
Name:	Jeffery D. Schielke	Kate Garrett
Title:	Mayor	City Clerk

Batavia DC Corp.

By: Gregory Irwin

Name: Gregory Irwin

Title: Authorized Signatory

APPENDIX A

PERMANENT OFF-SITE INFRASTRUCTURE IMPROVEMENTS

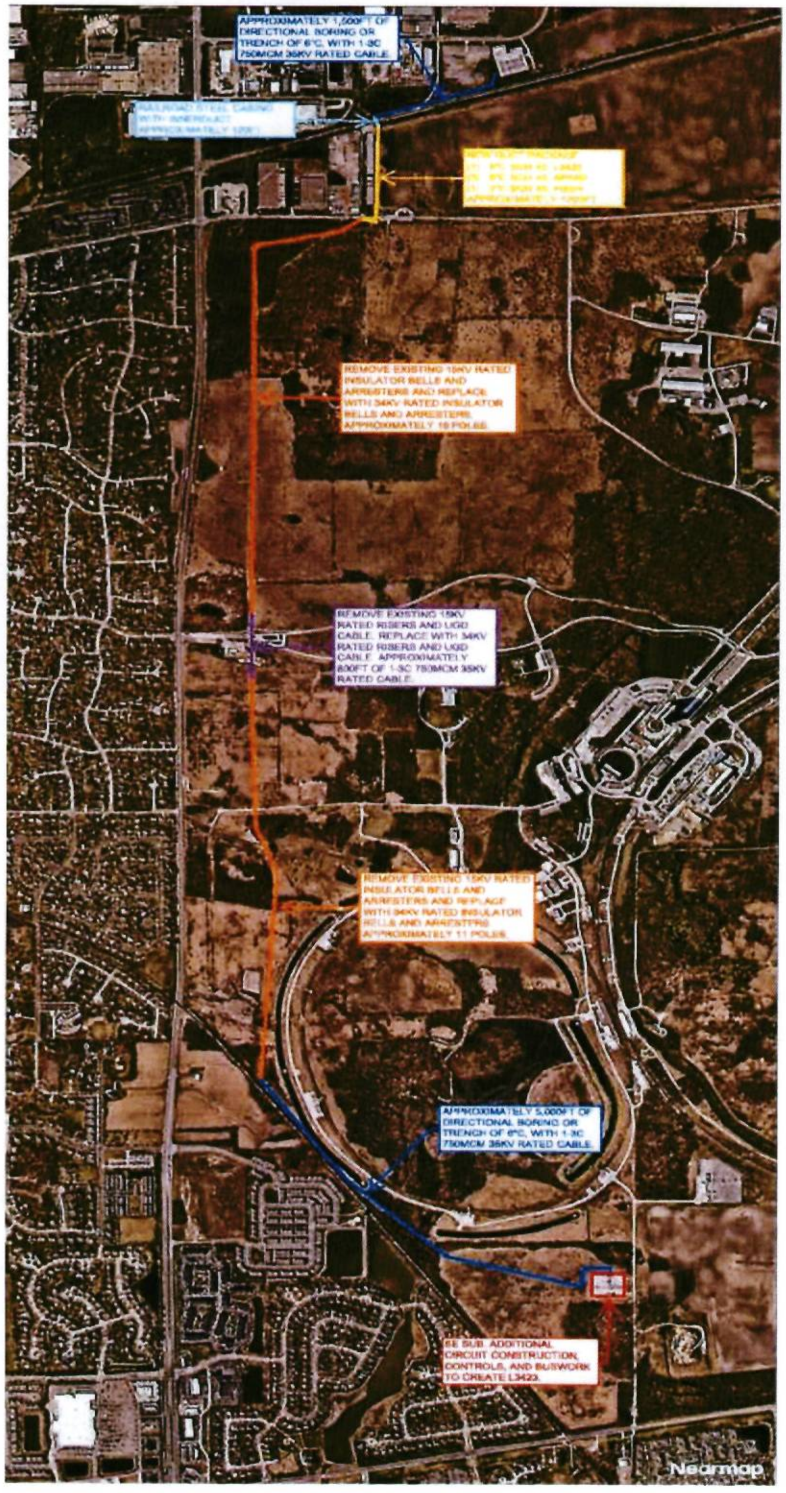
The specific list of major items to be constructed off-site shall include the following as depicted in the concept plan included in this Appendix A:

1) Improvements to Northeast Substation located at 1900 Hubbard Ave., Batavia, IL 60510:
   a) Installation of 3^{rd} 138kV-34kV transformer
   b) 138kV and 34kV bus extensions
   c) Three 138kV circuit breakers
   d) Five 34kV circuit breakers
   e) Control building modifications
   f) All applicable substation foundations, structures, materials

2) 34kV System Improvements:
   a) Reinsulating existing 12kV line to 34kV
   b) Extension of reinsulated line to Hubbard Site
   c) Rerouting existing 34kV overhead lines around Hubbard parcel
   d) Seven 34kV switchgear
   e) All applicable conduits, cable, materials

APPENDIX A (CONTINUED)

DEPICTION OF CONCEPT PLAN



Dropbox Sign

Audit trail

Title	City of Batavia MSA
File name	City_of_Batavia_H...COB_Signature.pdf
Document ID	799ff1a656722b0fa8573e43f2713db2e207ffe5
Audit trail date format	MM / DD / YYYY
Status	• Signed

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SENT	**07 / 24 / 2025** 20:36:49 UTC-6	Sent for signature to Gregory Irwin (gregory.irwin@hut8.com) from beatrice.baremboym@hut8.com IP: 204.9.242.236
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COMPLETED	**07 / 25 / 2025** 06:31:29 UTC-6	The document has been completed.

THIS FIRST AMENDMENT TO THE MASTER SERVICES AGREEMENT (the "Amendment") dated as of Sept. 2, 2025, made by and between City of Batavia, Illinois ("Batavia" or the "City"), and Batavia DC Corp. ("Customer") (each individually a "Party," or collectively, the "Parties").

RECITALS

WHEREAS, Batavia and Customers are parties to that certain Master Services Agreement dated July 21, 2025 (hereinafter the "Agreement") governing the sale of power from Batavia to the Customer at the Facility, including all requirements, incentives, and criteria set forth therein; and

WHEREAS, Customer desires to receive water and wastewater service from Batavia at the Facility subject to the terms and conditions contained herein.

WHEREAS, Customer and Batavia desire to amend the Agreement by adding an exhibit to reflect their agreement regarding Batavia's provision of water and wastewater service to the Facility during the Term of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions. All capitalized terms contained in this Amendment shall, for the purposes hereof, have the same meanings ascribed to them in the Agreement unless otherwise defined herein.

2. Amendment. The Agreement is hereby amended by adding new Appendix B to the Agreement in the form set forth as Exhibit 1 to this Amendment.

3. Estoppel. Customer and Batavia hereby certify to the other Party that to the knowledge of such Party, no Event of Default by either Customer or Batavia exists under the Agreement as modified and amended by this Amendment.

4. No Waiver or Modification. Except as expressly set forth in this Amendment, nothing herein is intended to or shall be deemed to modify or amend any of the other terms or provisions of the Agreement and all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue to be and remain in full force and effect.

5. Counterparts. This Amendment may be executed electronically and delivered via "PDF" email attachments and in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

6. Entire Agreement. This Amendment and the Agreement together contain the sole and only understanding between the Parties hereto and supersede all prior or contemporaneous oral or written agreements and understandings, if any, relating to the subject matter hereof or thereof.

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

City of Batavia, Illinois

By: Jeffery D. Schielke

Name: Jeffery D. Schielke

Title: Mayor

Batavia DC Corp.

By: Gregory Irwin

Name: Gregory Irwin

Title: Authorized Signatory

EXHIBIT 1

APPENDIX B

WATER AND WASTEWATER SERVICE

The Parties agree and acknowledge that the terms and conditions for water and wastewater service at the Facility shall be governed by this Appendix B:

1. The terms and conditions for water and wastewater service at the Facility related to fire protection and suppression, lawn watering, landscaping, drinking water, lavatories, washing, showers, water closets, urinals, toilets, or other domestic water use or domestic wastewater discharge (collectively, "**Non-Cooling System Use**") shall be treated separate from and independent of the terms and conditions for water and wastewater service at the Facility for the closed loop cooling systems used to manage heat loads for data center infrastructure at the Facility ("**Cooling System Use**"). To separate Non-Cooling System Use and Cooling System Use at the Facility, Customer shall maintain separate infrastructure for Non-Cooling System Use and Cooling System use, including two separate wastewater drains and separate metering, at the Facility.

2. Except as explicitly provided herein, for water and wastewater services related to Non-Cooling System Use, Batavia shall provide water and wastewater service to the Facility pursuant to Batavia's water utility and wastewater utility ordinances and rate structures.

3. For water and wastewater services related to Cooling System Use, Batavia shall provide water and wastewater service to the Facility consistent with the terms and conditions of this Appendix B, which shall supersede any conflicting terms and conditions in Batavia's water utility and wastewater utility ordinances and rate structures, if any (except as explicitly stated otherwise herein). For Cooling System Use, the Parties agree and acknowledge that wastewater shall be discharged in a dedicated and metered drainage system with all pre-treatment, measurement, analyses, surveys, permitting, access, and testing requirements to be agreed with Batavia; provided, however, that in all instances, (i) the Parties agree that any such requirements shall comply with applicable state and federal laws and regulations, and (ii) Customer shall provide Batavia seven (7) days' notice for discharging wastewater from Cooling System Use except in cases of emergency where such notice is impracticable. Customer shall be responsible for damage to the Batavia water or wastewater systems that may occur as a direct result of Customer's emergency discharge, provided such emergency discharge was not necessitated or caused by the default or negligence of Batavia. For Cooling System Use, Batavia shall supply the Facility with up to 1,000 Average Daily Gallons ("**ADG**") of water usage as measured by Batavia-supplied metering equipment, which shall be subject to the applicable water and wastewater rates in the city ordinances of Batavia. ADG shall mean average number of gallons of water consumed and wastewater discharged by the Facility per day for Cooling System Use only, measured over a rolling thirty (30) day period. For the avoidance of doubt, this Section 3 of the Amendment shall not apply to Non-Cooling System Use at the Facility.

4. To the extent Customer qualifies as a Significant Industrial User, as defined in the city ordinances of Batavia, for Non-Cooling System Use or Cooling System Use, Customer shall comply with the requirements and obligations applicable to Significant Industrial Users, in accordance with the city ordinances of Batavia; provided, however, that Customer shall be permitted to transfer or assign any permit(s) applicable to a Significant Industrial User in accordance with the Parties' assignment rights and obligations in Article 12 of the Agreement.

5. Based on Customer's site designs for the Facility, which shall be subject to Batavia approval in accordance with the city ordinances of Batavia, if Customer's Non-Cooling System Use and/or Cooling System Use at the Facility necessitates downstream improvements to water and/or wastewater infrastructure owned and

operated by Batavia ("**Water/Wastewater Improvements**"), Customer shall be responsible for the cost of such Water/Wastewater Improvements needed to serve the Facility, provided that Batavia would not have made such Water/Wastewater Improvements but for Customer's request to provide water and wastewater service to the Facility in accordance with Customer's site designs for the Facility and pursuant to the terms set forth herein. The terms and conditions in Section 4.8(a) of the Agreement related to payment of electric infrastructure costs shall also apply to all Water/Wastewater Improvement costs.

6. Customer agrees that the Facility shall not provide electricity, cooling capacity, or provision networking resources to any computing device specifically and solely designed to perform serial execution of the SHA-256d hashing algorithm on bitcoin block templates as an Application Specific Integrated Circuit (**"Bitcoin ASICs").**

For Non-Cooling System Use and Cooling System Use, Customer shall have the right during the Term to invoice tenants at the Facility for water utility service and/or wastewater utility service, whether based on the tenant's percent interest, unit size or other common real estate valuation (e.g., square footage), usage, or any mutually agreed-upon fixed fee arrangement; provided, however, that if tenant is billed for such service(s) based on usage, a separate meter shall, consistent with applicable state and federal law and regulations and in accordance with industry standards for data centers, be installed by Customer to measure each separate tenant's usage; provided, however, that for purposes of billing tenants based on usage, the total of payments made by tenant(s) to Customer for water utility service and wastewater utility at the Facility during a billing period may not exceed the total sum demanded by Batavia for water utility service and wastewater utility service at the Facility during the same billing period. In accordance with the terms in Section 16.9 of the Agreement, Batavia shall have the right to audit Customer's billing of water utility service and wastewater utility service to any tenant for the purpose of verifying compliance with this provision. Each tenant will be required to sign an acknowledgement of the terms of this provision. It shall be understood that the Non-Cooling Use water master meter shall be the primary methodology for quantifying Non-Cooling Use water consumption and wastewater discharge billed to the customer. The water master meter for the Cooling System Use shall be the primary methodology for quantifying Cooling System Use water consumption billed to the customer and the meter on the drainage system for the Cooling System Use shall be the primary methodology for quantifying Cooling System Use wastewater discharge billed to the customer.

Dropbox Sign

Audit trail

Title	First Amendment to MSA (Batavia)
File name	First_Amendment_t...COB_Signature.pdf
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