SECOND AMENDMENT
TO THE CONTRACT FOR ELECTRIC SERVICE

THIS SECOND AMENDMENT (THIS "AMENDMENT") TO THE CONTRACT FOR ELECTRIC SERVICE, is entered into by and between the City of Sandersville, Georgia, (the "CITY"), and CleanSpark, Inc., a corporation organized under the laws of Nevada and having a principal place of business at 2015 George Lyons Parkway, Sandersville, GA 31082 both on its own behalf and on behalf of CSRE PROPERTIES SANDERSVILLE, LLC (collectively, the "CUSTOMER").

RECITALS:

WHEREAS, CUSTOMER and CITY executed that certain CONTRACT FOR ELECTRIC SERVICE effective January 24, 2024, as previously amended by that certain FIRST AMENDMENT TO THE CONTRACT FOR ELECTRIC SERVICE DATED July 21, 2025 (the "AGREEMENT"); and

WHEREAS, under the AGREEMENT, the "PROPERTY" includes CUSTOMER's premises located at 2015 George Lyons Parkway, Sandersville, Georgia 31082 and any other parcels utilized within the scope of the EXPANSION; and

WHEREAS, CUSTOMER has acquired an additional parcel consisting of 122.52+/- acres accessed by and located on Deepstep Road, in Sandersville, Washington County, Georgia, commonly referred to as Tax Parcel 076 004A by the Washington County, Georgia Tax Assessor, (the "NEW PREMISES"); and

WHEREAS, CUSTOMER and CITY desire to confirm that the NEW PREMISES qualifies as an additional facility and premises within the PROPERTY and EXPANSION contemplated by the AGREEMENT, but that no additional parcel may be included within the definition of PROPERTY or EXPANSION except by further amendment to the AGREEMENT; and

WHEREAS, CUSTOMER is not requesting any increase in the CITY's contracted supply obligations under the AGREEMENT, and the parties desire to confirm that service to the NEW PREMISES will be provided under the existing AGREEMENT and within its existing limits; and

WHEREAS, CUSTOMER and CITY desire to permit CUSTOMER to distribute electric service within the PROPERTY and to pass through related power costs to one or more TENANTS located on the PROPERTY, without relieving CUSTOMER of any obligation to CITY under the AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

1. All capitalized terms in this AMENDMENT and not otherwise defined herein shall have the meanings assigned to them in the AGREEMENT.

2. The parties acknowledge and agree that the NEW PREMISES constitutes an additional facility and premises within the "PROPERTY" and the "EXPANSION" as contemplated by the AGREEMENT. The NEW PREMISES shall be served under the current AGREEMENT, subject to the terms and conditions of the AGREEMENT, as amended hereby.

3. Nothing in this AMENDMENT shall require CITY to provide service in excess of the supply and other obligations already set forth in the AGREEMENT, as amended. CUSTOMER is not requesting, and CITY is not agreeing to provide, any increase in contracted supply obligations by reason of the inclusion of the NEW PREMISES.

4. CUSTOMER shall operate the original premises located at 2015 George Lyons Parkway, Sandersville, Georgia 31082 and the NEW PREMISES so that, at no time, will the aggregate power draw across such premises exceed the total power supplied under the AGREEMENT, as amended. CUSTOMER and CITY acknowledge that operations may be allocated, relocated, or rebalanced across the combined project footprint, provided that (i) the combined load remains within the limits of the AGREEMENT and the design parameters of the applicable distribution facilities, (ii) CUSTOMER provides reasonable notice of any planned permanent adjustments of more than twenty percent (20%) of the load at any DP in the billing period prior to the change and (iii) CUSTOMER complies with Section 15(b) of the AGREEMENT, as amended.

5. CUSTOMER acknowledges and agrees that any distribution infrastructure required for CITY to provide service to the NEW PREMISES shall be constructed and paid for by CUSTOMER in coordination with CITY and consistent with applicable CITY and MEAG standards and specifications. Further, CUSTOMER will obtain and pay for all necessary real property or easements for the construction of the distribution infrastructure. CITY shall assist CUSTOMER's pursuit of all necessary easements in good faith. CUSTOMER shall submit its design specifications for the distribution infrastructure for review and approval by CITY prior to the commencement of construction. CUSTOMER shall construct the infrastructure in full compliance with applicable standards and specifications and shall not vary from the approved design without the written approval of CITY. Upon completion of construction, CUSTOMER shall notify CITY of such completion for CITY's review and approval. For any review and approval specified in this Section 5, within thirty (30) days of notification, CITY will either (i) issue its approval in writing, which the City shall not unreasonably withhold, condition, or

delay, or (ii) issue its rejection in writing including a detailed basis for its rejection. In case of rejection, CUSTOMER shall correct all deficiencies and resubmit the matter for review and approval within thirty (30) days. This process may be repeated as necessary. Upon final approval of the constructed distribution infrastructure, CUSTOMER shall convey all right and title to the distribution infrastructure, real property, and easement rights to CITY documented in a form acceptable to CITY. CUSTOMER shall pay all the distribution infrastructure costs required for CITY to provide power to the NEW PREMISES, including, without limitation, the cost to install a separate meter at the NEW PREMISES and associated appurtenances and all required maintenance, as applicable. CUSTOMER agrees to indemnify and hold harmless CITY for any claim, cost or loss arising from the easements or violations thereof, or the distribution infrastructure or construction thereof, including any torts committed by CUSTOMER's contractors or subcontractors of any tier.

6. CUSTOMER and CITY acknowledge that additional substation infrastructure will be required to serve the NEW PREMISES and that CUSTOMER shall be responsible for all costs related to the additional substation infrastructure.

7. Starting from November 30, 2027, Page 1, Paragraph 5 of the AGREEMENT is amended by replacing:

   "WHEREAS, the terms of this Agreement represent the terms and conditions that govern the CITY's retail service, including the electric rate structure for high load factor customers (i.e., greater than ninety percent (>90%)) with capacity requirements in excess of 20 MW; and"

   with:

   "WHEREAS, the terms of this Agreement represent the terms and conditions that govern the CITY's retail service, including the electric rate structure for high load factor customers

8. Starting from November 30, 2027, Section 1(c) of the AGREEMENT is amended by replacing:

   "ELECTRIC SUPPLY includes electric energy required for operating CUSTOMER's facility on the PROPERTY. CITY will deliver such electric energy to the DP defined in Section 3. Notwithstanding anything to the contrary herein, CITY shall have no obligation to provide ELECTRIC SUPPLY in an amount more than provided to CITY by MEAG. As a condition to the delivery of ELECTRIC SUPPLY from CITY, CUSTOMER's load factor and load shall meet or exceed 90% and 20 MW respectively ("Required Load"), as measured by the CITY. If CUSTOMER fails to meet or exceed the Required Load for three consecutive months or a total of six months during the TERM of this Agreement the CITY shall no longer be obligated to provide ELECTRIC SUPPLY at the rate described in the AGREEMENT."

with:

"ELECTRIC SUPPLY includes electric energy required for operating CUSTOMER's facility on the PROPERTY. CITY will deliver such electric energy to the <u>two separate</u> DP<u>s</u> defined in Section 3. Notwithstanding anything to the contrary herein, CITY shall have no obligation to provide ELECTRIC SUPPLY in an amount more than provided to CITY by MEAG.

As a condition to the delivery of ELECTRIC SUPPLY from CITY, CUSTOMER shall pay the monthly Margin as defined later herein. .

9. Starting from November 30, 2027, Section 1(e) of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

   "(e) Use of Electric Supply; Internal Distribution to TENANTS. All ELECTRIC SUPPLY provided under this AGREEMENT shall be used by CUSTOMER for its load at the PROPERTY, including the original premises and the NEW PREMISES, and by tenants and other occupants (collectively, "TENANTS") located at the PROPERTY. CUSTOMER may distribute ELECTRIC SUPPLY within the PROPERTY and may allocate and pass through on a nonprofit basis to TENANTS at the PROPERTY the cost of electric energy, capacity, feeder charges, taxes, and other charges payable by CUSTOMER under this AGREEMENT. Any such internal distribution and pass through within the PROPERTY shall not constitute a prohibited resale or the provision of service to another person or entity for purposes of this AGREEMENT. CUSTOMER shall remain solely liable to CITY for all obligations under this AGREEMENT, and no TENANT shall have any direct rights against CITY under this AGREEMENT."

10.

As of the Effective Date, (b) The third sentence of Section 3 is amended to state:

"3. <u>RATES</u>
CUSTOMER shall not pay for more energy than the CITY's actual energy cost at the <u>two</u> Delivery Point<u>s</u> (<u>each a "DP" and collectively,</u> "DP<u>s</u>") as specified in this Section 3."

As of the Effective Date, (c) Section 5 of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

> "5. <u>POINT(S) OF DELIVERY</u>
> Electric service will be provided at two distribution voltage DPs for the following sites:
>
> (1) 2015 George Lyons Pkwy East, Sandersville, GA 31082; and
> (2) the NEW PREMISES, being 122.52+/- acres accessed by and located on Deepstep Road, in Sandersville, Washington County, Georgia, commonly referred to as 2200 Deepstep Road, Sandersville, GA 31802, Tax Parcel 076 004A."

11. Starting from November 30, 2027, Section 2(b) of the AGREEMENT is amended by replacing:

> "B. TERM. This AGREEMENT for electric power service shall be binding upon CITY and CUSTOMER, and their permitted successors and assigns, and shall remain in effect for an initial "TERM" of 10 years from the Initial Operational Date. The Initial Operational Date is the date on which CITY receives written notice from CUSTOMER that the facility is operational."
>
> with:
>
> "B. TERM. This AGREEMENT for electric power service shall be binding upon CITY and CUSTOMER, and their permitted successors and assigns, and shall remain in effect for an initial "TERM" often (10) years, from the date of this Second Amendment. Thereafter, this AGREEMENT shall continue on a year-to-year basis, unless either party provides written notice of non-renewal to the other party at least one-hundred and eighty (180) days notice prior to the expiration of the initial TERM or any subsequent one-year renewal period. If, during the TERM, state law is amended to permit a longer term for the AGREEMENT, the Parties agree to negotiate in good faith to extend the TERM as permitted by applicable law."

12. Starting from November 30, 2027, Section 2(E) of the agreement is amended to read:

> "Termination. If this AGREEMENT is (i) terminated by CUSTOMER or by CITY for a material default under Section 13; (ii) takes substantially less electric power than anticipated; (iii) has a load factor less than anticipated; or (iv) uses less than the nine feeders specified in Section 1, then CUSTOMER shall remain responsible for all payments to CITY related to energy, feeder capacity, generation capacity, and transmission capacity obtained by CITY to serve CUSTOMER and MARGIN.

In the event of any circumstance in subsections (i) through (v) herein, CITY may repurpose or terminate procurement of the applicable energy and capacity, and CUSTOMER's liability shall be reduced by any value received or cost avoided. The value of repurposing or cost avoided shall be calculated by CITY separately for each category, shall be reduced by any costs associated with the repurposing or termination, and in no case shall result in a refund to CUSTOMER for a category, and no surplus in one category shall be allocated to another category. No margin shall be added to termination costs, but no repurpose of energy or capacity shall decrease the MARGIN due to CITY. In the event of any circumstance in subsections (ii)-(iv), CITY must first provide CUSTOMER at least one (1) year's prior written notice of its intent repurpose or terminate procurement of the applicable energy and capacity. If CUSTOMER cures such circumstance within the notice period, CITY shall have no right to repurpose or terminate procurement of the applicable energy or capacity. "

13. Starting from November 30, 2027, Section 3(i) of the AGREEMENT is amended by replacing "Margin is 3 mills per kWh that the customer uses."

    With:

    "MARGIN is a flat monthly charge, regardless of CUSTOMER usage but only to the extent Electric Supply is actually supplied to the Premises (except for EXCUSED FAILURES), of $579,328.00 monthly for years 1-5, and $672,020.00 monthly for years 6-10. To the extent that Electric Supply is interrupted or not served to the Premises by CITY (excepting EXCUSED FAILURES) then the MARGIN due for any applicable month shall be reduced pro-rata based on the duration of the period when Electric Supply was interrupted; provided that if power is interrupted at only one DP, the reduction shall be limited pro rata based on the power supplied to each DP in the previous billing cycle. An "EXCUSED FAILURE" shall mean any failure to supply that was caused by (i) the act or omission of CUSTOMER or its agents or contractors (including but not limited to a temporary or permanent shut-down or failure to commence operation at either premises), or (ii) curtailment as provided in Section 7 of the AGREEMENT"

14. Starting from November 30, 2027, Section 12 (A) of the AGREEMENT is amended by replacing:

    "As a condition precedent to the CITY providing ELECTRIC SERVICE hereunder, CUSTOMER shall provide a deposit as set forth in Section 12(B), a letter of credit as set forth in Section 12(C), or an indemnity bond as set forth in Section 12(D) (collectively, "SECURITY") to secure all of CUSTOMER's obligations hereunder.

The CITY will determine the SECURITY to be provided by the CUSTOMER. Regardless of the option selected, the total amount of the SECURITY will be calculated by CITY to reflect all amounts for which CITY is committed in support of its performance under this Agreement (excluding amounts covered by the DISTRIBUTION FEEDER FEE BOND), plus the projected cost of 40 days of energy usage under this AGREEMENT. ”

With:

As a condition precedent to the CITY providing ELECTRIC SERVICE hereunder, CUSTOMER shall provide a deposit as set forth in Section 12(B), a letter of credit as set forth in Section 12(C), or an indemnity bond as set forth in Section 12(D) or another form of security (such as a tenant guarantee) acceptable to CITY in its sole discretion (collectively, "SECURITY") to secure all of CUSTOMER's obligations hereunder. The CITY will determine the amount of SECURITY to be provided by the CUSTOMER. Regardless of the option selected, the total amount of the SECURITY will be calculated by CITY to reflect all amounts for which CITY is committed in support of its performance under this Agreement (excluding amounts covered by the DISTRIBUTION FEEDER FEE BOND), plus the projected cost of 40 days of energy usage under this AGREEMENT plus MARGIN for the remainder of the TERM.

And by adding at the end of the Section the following:

The following events will constitute a material breach of the AGREEMENT permitting CITY, after CITY's written notice to CUSTOMER to accelerate all amounts that will come due during the TERM to the maximum extent permitted by law, and immediately draw on or make a claim against the SECURITY for all such amounts: (i) CITY's receipt of notice of termination or revocation of the SECURITY within ninety (90) days, unless cured by reinstatement or acceptable replacement as determined by CITY in its sole discretion at least thirty (30) days prior to the effective date of the termination or revocation; the parties acknowledge if the notice is received less than thirty (30) days prior to its effective date, there will be no opportunity to cure, (ii) CITY's determination that a provider or surety of SECURITY is no longer creditworthy, unless cured by acceptable replacement within thirty (30) days of delivery of notice of CITY'S determination to CUSTOMER (both creditworthiness and acceptability of replacement as determined by CITY in its sole discretion) (iii) CUSTOMER ceasing to carry on its business, being unable to timely pay its debts, or a bankruptcy action of any sort being commenced by or against CUSTOMER, unless cured by the restoration of CUSTOMER's ability to carry on its business and timely pay its debts (as determined by CITY in its sole discretion) and dismissal of any bankruptcy action within thirty (30) days (iv) failure of CUSTOMER to make payment of any amount due within the time provided for in the AGREEMENT unless cured within the period provided for in Section 13, or (v) any other breach of a material provision of the AGREEMENT unless such breach is cured within thirty (30) days , unless a different time is provided for herein. Nothing in this Section 12 is intended to limit, modify, or supersede CITY's rights to draw on the SECURITY and suspend service to CUSTOMER pursuant to Section 13.

15. Starting from November 30, 2027, Section 13 of the AGREEMENT is amended by replacing the last three sentences of the Section:

    If at any time, the bank draft is dishonored by the bank, upon 48 business hours electronic notification to CUSTOMER of the dishonored draft and failure of CUSTOMER to cure, the CITY may suspend provision of ELECTRIC SUPPLY to CUSTOMER for non-payment of account until the account is brought current. Such suspension shall not relieve CUSTOMER of the obligation to pay for all costs incurred by CITY in connection with the services provided under this AGREEMENT including the additional costs to suspend and reestablish service. Continued non-payment for an additional five business days (whether or not service has been suspended and whether or not the CITY has utilized the SECURITY to cover all amounts due) shall constitute a material default for which CITY may terminate this AGREEMENT.

    With:

    If at any time, the bank draft is dishonored by the bank, upon 48 business hours electronic notification to CUSTOMER of the dishonored draft and failure of CUSTOMER to cure, the CITY may draw on the SECURITY for any unpaid amount and suspend provision of ELECTRIC SUPPLY to CUSTOMER. Such suspension shall not relieve CUSTOMER of the obligation to pay for all costs incurred by CITY in connection with the services provided under this AGREEMENT including any additional costs to suspend and reestablish service. Unless, within thirty (30) days of the original due date (whether or not service has been suspended and whether or not the CITY has utilized the SECURITY to cover all amounts due) (i) full payment of all obligations is made, and (ii) written confirmation that the SECURITY has been restored to its full amount is provided to CITY, CUSTOMER will be deemed to be in default and CITY may terminate this AGREEMENT.

16. CUSTOMER agrees to execute an agreement with CITY for the provision of water and sewer services, setting forth the terms and conditions under which such services will be provided.

17. Except as expressly amended hereby, the AGREEMENT shall remain unchanged and in full force and effect.

18. This Second Amendment shall become effective upon execution by both parties, the date of the last signature hereto being the Effective Date of this Amendment. Notwithstanding, the delayed effectiveness of some provisions of this Amendment, this Amendment is binding and irrevocable upon the Effective Date, and will not be affected by a breach of the AGREEMENT by CUSTOMER prior to some provisions becoming effective or by a termination of the AGREEMENT by CITY pursuant to such breach.

Signature page follows.

IN WITNESS WHEREOF, CUSTOMER and CITY have caused this Amendment to be executed, attested, sealed and delivered by their respective duly authorized officers.

CUSTOMER:

CLEANSPARK, INC.,
both on its own behalf and on behalf of CSRE PROPERTIES SANDERSVILLE, LLC

By: ___________________________________

[Seal]

Its: ___________________________________

ATTEST:

____
Secretary

CITY:

CITY OF SANDERSVILLE, GA

By: ___________________________________

Its: ___________________________________

[Seal]

ATTEST:

____
Secretary