FILED IN THE DISTRICT COURT
ROGERS COUNTY OKLAHOMA
NOV 09 2026
CATHI EDWARDS, COURT CLERK
DEPUTY

IN THE DISTRICT COURT OF ROGERS COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel. GENTNER DRUMMOND, in his official capacity as ATTORNEY GENERAL OF OKLAHOMA,

Plaintiff,
v.

CENTURY ALUMINUM COMPANY, a Delaware corporation; and ALUMINUM OKLAHOMA, LLC d/b/a OKLAHOMA PRIMARY ALUMINUM, LLC.

Defendants.

Case No:CV-2026-108

PLAINTIFF'S SUPPLEMENT TO MOTION FOR LEAVE TO CONDUCT DISCOVERY BEFORE THE FILING OF AN ANSWER

Plaintiff, the State of Oklahoma, ex rel. Gentner Drummond, Attorney General, supplements its Motion for Leave to Conduct Discovery Before the Filing of an Answer, filed October 22, 2026 (the "Motion"), to bring to the Court's attention a report published after the Motion was filed and to submit revised proposed discovery that accounts for it.

BACKGROUND

The Motion attached Plaintiff's proposed written discovery to each Defendant as Exhibits 1 and 2. Among other subjects, that discovery concerns the ownership, control, and financing of the Inola smelter, including whether any public official or member of a public official's family holds, directly or indirectly, a financial interest in the foreign investment behind the project. Defendants themselves told the federal court that the venture "was secured as part of a government-to-government strategic partnership between the United States and the United Arab Emirates announced in Abu Dhabi on or about May 15, 2025." Defs.' Response in Opp'n to Pl.'s Mot. for Prelim. Inj. at 3,No. 4:26-cv-00450-SEH-SH (N.D. Okla. Sept. 1, 2026) (ECF No. 29) ("PI

Response"). Emirates Global Aluminium, which will own sixty percent of the venture, is owned by Mubadala Investment Company, a sovereign wealth fund of the Government of Abu Dhabi, and the Investment Corporation of Dubai. Pl.'s Mot. for Prelim. Inj. at 4 & nn.6–7 (N.D. Okla. Aug. 11, 2026) (ECF No. 19). The project has been awarded up to $500 million in federal funds and approximately $255 million in state incentives. PI Response at 4.

On October 22, 2026, the day the Motion was filed, Vanity Fair published an excerpt from a forthcoming book by the journalist Matthew Cole. Matthew Cole, *The Art of the Deal: Jared Kushner's Hacked Phone Revealed His Secret Negotiations—Including More Than $700 Million in Transfers*, Vanity Fair (Oct. 22, 2026), https://www.vanityfair.com/story/jared-kushner-hacked-phone-secret-negotiations (attached as Exhibit 5). The excerpt reports that, according to surveillance conducted by the Netherlands' defense intelligence service, the rulers of Abu Dhabi and Saudi Arabia placed roughly $2 billion into bank accounts for the benefit of Jared Kushner, then a senior advisor to the President, beginning in 2017; that one of those accounts was held at First Abu Dhabi Bank, whose chairman is Tahnoon bin Zayed, brother of the President of the United Arab Emirates, in the name of a government-funded charity, the Watani Al Emarat Foundation, with Mr. Kushner as a signatory; that the funds were routed through a bank in Azerbaijan; and that the payments were made in exchange for Mr. Kushner's advancing the Emirates' interests within the United States government. *Id.* Mr. Kushner's counsel denies that any such account exists. *Id.*

ARGUMENT

These are allegations, not findings, and the State treats them as such. But they are serious allegations about the government that owns sixty percent of this project, and the State is entitled to find out whether they reach this project. Defendants told the federal court that the venture was

secured through a government-to-government partnership between the United States and the United Arab Emirates. PI Response at 3. The reports describe that same government paying a senior United States official, through a bank chaired by its ruler's brother, for his influence over United States policy. If any public official or member of a public official's family holds an interest in, or stands to benefit from, the Emirati investment behind the Inola smelter, that fact bears squarely on issues already joined in this case. The State argued in support of its motion for a preliminary injunction that the project's foreign ownership and financing create a risk that, once construction begins, corporate decision-making will favor completion over community protection. Pl.'s Mot. for Prelim. Inj. at 21–22. Defendants called that concern "speculation." PI Response at 20. They cannot have it both ways. If the concern is speculative, the discovery will show it. If it is not, the Court should know before it weighs Defendants' claim that an injunction would "freeze a $755 million publicly funded project." *Id.* at 21. Either way, the facts are in Defendants' hands, and the public that is funding this project is entitled to know who stands to benefit from it.

Plaintiff has therefore revised the proposed discovery. The revised sets, attached as Exhibit 3 (Century Aluminum Company) and Exhibit 4 (Aluminum Oklahoma, LLC), replace Exhibits 1 and 2 to the Motion. The revisions add two definitions ("Kushner Entity" and "UAE Government Entity") and extend the definition of "immediate family" to a person's in-laws; add three interrogatories to the set directed to Century Aluminum Company (Nos. 27–29) and two interrogatories to the set directed to Aluminum Oklahoma, LLC (Nos. 28–29), asking each Defendant to identify its communications and agreements with any Kushner Entity concerning the smelter, to state whether any Kushner Entity holds an interest in or receives a financial benefit from the venture or its Emirati owners, and, as to Century, to identify the bank accounts and ultimate source of the Emirati funding for the project; and add four requests for production to each set (Nos.

42–45) for the corresponding documents, including documents sufficient to show the source of the funds contributed to the venture and documents concerning the May 2025 strategic partnership as it relates to the smelter. Each set remains within the thirty-interrogatory limit of Section 3233(A). Requests for production are not numerically limited. 12 O.S. § 3234. The revisions are narrow, they ask for information that Defendants and their majority owner already possess, and they do not change the response period requested in the Motion.

The revised sets also add three requests for admission to each Defendant (Nos. 31–33), asking each to admit that the venture was secured as part of the strategic partnership between the United States and the United Arab Emirates, that no Kushner Entity holds an ownership or control interest in EGA, the venture, or the smelter, and that no one acting on behalf of Defendants, EGA, or the venture has communicated with any Kushner Entity concerning the smelter. Because each set already contains the thirty requests for admission permitted by Section 3236(A), Plaintiff requests the Court's authorization to serve these three. Good cause exists for the reasons stated above: the requests are few, they concern a matter of public importance that came to light after the Motion was filed, and admissions would narrow the issues and spare both sides the expense of discovery on them. Defendants have already stated that they oppose any discovery before the Court rules on their motion to dismiss, so further conference on these three requests would serve no purpose.

CONCLUSION

Plaintiff respectfully requests that the Court grant the Motion as supplemented, grant leave for Plaintiff to serve the revised written discovery attached as Exhibits 3 and 4, including the three additional requests for admission to each Defendant, and order that each Defendant serve its responses within thirty (30) days after service of the discovery or within thirty (30) days after the

entry of the Court's order, whichever is later.

Respectfully submitted,

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that on the 9th day of November, 2026, a true and correct copy of the foregoing was mailed, postage prepaid, to:

J. Christopher Davis
Kayci Bair Hughes
Bradley W. Welsh
Crowe & Dunlevy
222 N. Detroit Ave., Suite 600
Tulsa, Oklahoma 74120

Donald K. Shandy
Timila Rother
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GENTNER DRUMMOND

EXHIBIT 3

IN THE DISTRICT COURT OF ROGERS COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel. GENTNER DRUMMOND, in his official capacity as ATTORNEY GENERAL OF OKLAHOMA, Plaintiff, v. CENTURY ALUMINUM COMPANY, a Delaware corporation; and ALUMINUM OKLAHOMA, LLC d/b/a OKLAHOMA PRIMARY ALUMINUM, LLC. Defendants.	Case No: CV-2026-108

PLAINTIFF'S FIRST REQUESTS FOR ADMISSION, FIRST SET OF INTERROGATORIES, AND FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT CENTURY ALUMINUM COMPANY

Pursuant to Title 12, Sections 3233, 3234, and 3236 of the Oklahoma Statutes, Plaintiff, State of Oklahoma, ex rel. Gentner Drummond, in his official capacity as Attorney General of Oklahoma, hereby serves the following Requests for Admission, Interrogatories, and Requests for Production of Documents (together, the "Requests") on Defendant Century Aluminum Company ("Century"). Century shall respond to the Requests for Admission, answer the Interrogatories separately and fully in writing and under oath, and respond to the Requests for Production, within thirty (30) days of the date that appears on the attached Certificate of Service, or within such other time as the Court may order or the parties may agree in writing.

DEFINITIONS

1. "Defendants" refers to Defendants Century Aluminum Company, a Delaware corporation, and Aluminum Oklahoma, LLC d/b/a Oklahoma Primary Aluminum, LLC. "You" and "Your" refer to Defendant Century Aluminum Company, together with its officers, directors, members, managers, employees, agents, attorneys, parents, subsidiaries, affiliates, predecessors,

successors, and any other person or entity acting for or on its behalf.

2. "Petition" means the Petition filed by Plaintiff in this action on June 2, 2026.

3. "Inola Smelter" means the primary aluminum smelting facility and associated facilities proposed to be constructed at or near the Tulsa Port of Inola in the municipality of Inola, Rogers County, Oklahoma, as described in the Permit Application, including any predecessor, successor, or alternative designation for the same project.

4. "Venture" means the joint venture, joint development arrangement, partnership, or other arrangement among Century Aluminum Company, EGA, Aluminum Oklahoma, LLC, and any other person or entity organized to develop, own, finance, construct, or operate the Inola Smelter.

5. "EGA" means Emirates Global Aluminium PJSC, together with its parents, subsidiaries, and affiliates, including Mubadala Investment Company and the Investment Corporation of Dubai.

6. "Glencore" means Glencore plc, together with its subsidiaries and affiliates, including Glencore International AG and Glencore AG.

7. "Al Taweelah Smelter" means EGA's primary aluminum smelting operation located in the Khalifa Industrial Zone Abu Dhabi in the United Arab Emirates.

8. "Permit Application" means the PSD Application to Construct, Oklahoma Aluminum: New Primary Aluminum Smelter, filed with the Oklahoma Department of Environmental Quality on February 9, 2026, and amended on September 3, 2026, together with all attachments, including the Class II PSD Air Quality Dispersion Modeling Protocol dated May 1, 2026.

9. "DEQ" means the Oklahoma Department of Environmental Quality.

10. "Property" means the real property in Rogers County, Oklahoma, on which the Inola Smelter would be located, as identified in the Permit Application, together with any adjacent or associated parcel that is owned, leased, optioned, or under contract for use in connection with the Inola Smelter.

11. "Surrounding Area" means the area within a twenty (20) mile radius of the point located at 36°07′22″ N, 95°33′18″ W, the coordinates of the Inola Smelter stated in the Permit Application.

12. "Raw Materials" means alumina, petroleum coke, coal tar pitch, carbon anodes, cathode carbon blocks, aluminum fluoride, cryolite, soda ash, and any other feedstock, bath material, or process chemical to be consumed in the operation of the Inola Smelter.

13. "Ownership or control interest" means any direct or indirect legal, equitable, beneficial, contingent, or contractual interest in the Venture, the Inola Smelter, or any Defendant, of any kind whatsoever, including membership or partnership interests; shares, stock, or equity of any class; capital, profits, or distribution interests; options, warrants, convertible instruments, or rights to acquire any interest; voting or management rights; debt convertible to or carrying equity-like rights; royalty, carried, or net-profits interests; and any interest held directly or held indirectly through one or more intermediary persons or entities, including holding companies, subsidiaries, parents, affiliates, partnerships, nominees, agents, trusts, or similar vehicles.

14. "Beneficial owner" means any natural person who, directly or indirectly, through any contract, arrangement, understanding, relationship, intermediary entity, or trust, exercises substantial control over, or owns or receives the economic benefit of an ownership or control interest in, the relevant person or entity. The term is to be construed at least as broadly as "beneficial owner" under 31 C.F.R. § 1010.380(d).

15. "Trust" means any trust, business trust, grantor trust, revocable or irrevocable trust, or similar fiduciary or estate-planning arrangement, and includes the settlor(s), trustee(s), and beneficiary(ies) thereof.

16. "Public official" means any current or former officer, official, employee, or appointee of the State of Oklahoma, of any political subdivision of the State of Oklahoma, or of the United States, including any elected official and any current candidate for any such office.

17. "Immediate family" means a person's spouse, child, stepchild, parent, or sibling; the spouse of any such child, stepchild, parent, or sibling; the parents and siblings of the person's spouse; or any entity or Trust in which any such person holds an interest or serves as a fiduciary.

18. "Financial benefit" means any direct or indirect payment, distribution, fee, carried interest, profit share, equity, option, loan, guarantee, employment, consulting or advisory arrangement, gift, or other thing of value, whether received personally or through any entity, fund, or Trust in which the person holds an interest.

19. "Foreign investment vehicle" means any investment fund, co-investment vehicle, special purpose vehicle, holding company, investment adviser, or similar entity in which a foreign government, or an entity owned or controlled by a foreign government, is an investor, limited partner, or source of capital.

20. "Kushner Entity" means Jared Kushner; Charles Kushner; Affinity Partners, including A Fin Management LLC and any fund, account, or vehicle that it manages, advises, or sponsors; Kushner Companies LLC; and any entity, Trust, or foreign investment vehicle in which Jared Kushner or a member of his immediate family holds an ownership or control interest or from which he or she receives a financial benefit.

21. "UAE Government Entity" means the Government of the United Arab Emirates or

of any of its constituent emirates; any sovereign wealth fund, investment authority, development company, or state-owned enterprise of the United Arab Emirates or of any emirate, including Mubadala Investment Company, the Investment Corporation of Dubai, ADQ, and the Abu Dhabi Investment Authority; First Abu Dhabi Bank; the Watani Al Emarat Foundation; any member of the ruling family of any emirate, including Mohamed bin Zayed Al Nahyan and Tahnoon bin Zayed Al Nahyan; and any person or entity owned or controlled by any of them.

22. "Foreign government" means the government of any country other than the United States, any political subdivision, agency, or instrumentality thereof, and any entity owned or controlled, directly or indirectly, by any of the foregoing, including any sovereign wealth fund.

23. "Government of Iran" has the meaning given in 31 C.F.R. § 560.304.

24. "Foreign adversary" means any foreign government or foreign non-government person identified in 15 C.F.R. § 791.4.

25. "Sanctioned person" means any person or entity listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or otherwise the subject of sanctions administered by that office.

26. "Iran-related activity" means any activity, transaction, or dealing of the kind required to be disclosed under Section 13(r) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(r), whether or not You contend that disclosure was required.

27. "PI Response" means Defendants' Response in Opposition to Plaintiff's Motion for Preliminary Injunction, together with all affidavits, declarations, and exhibits filed with it, filed on September 1, 2026 in the United States District Court for the Northern District of Oklahoma, Case No. 4:26-cv-00450-SEH-SH (ECF No. 29).

28. "Document" is used in its broadest sense under Title 12, Section 3234 of the Oklahoma Statutes and includes all writings, drawings, graphs, charts, photographs, sound recordings, images, and electronically stored information of every kind, including electronic mail, text and instant messages, and messages sent through any messaging application, together with all drafts and non-identical copies.

29. "Communication" means any transmission of information by any means, including in person, by telephone, by letter, by electronic mail, by text or instant message, or through any messaging application.

30. "Identify," when used with respect to a natural person, means to state the person's full name, last known address, telephone number, employer, and title. When used with respect to an entity, it means to state the entity's full name, place of organization, principal place of business, and its relationship to You. When used with respect to a Document, it means to state the date, author, recipient(s), type, and subject matter of the Document and its present custodian. When used with respect to an agreement, it means to Identify its parties, date, and subject matter and to Identify the Document(s) in which it is memorialized.

INSTRUCTIONS

1. These Requests are continuing in nature, up to and during the course of trial. If, after the time of its initial responses, You learn that any response is or has become in some material respect incomplete or incorrect, You must promptly supplement or amend the response to the full extent required by Title 12, Section 3226(E) of the Oklahoma Statutes.

2. As to each Request for Admission, You shall specifically admit or deny the statement contained therein. If denied, the denial must fairly meet the substance of the requested admission. If You qualify an answer or deny any part of the matter for which admission is

requested, You shall admit so much of the statement as is true and qualify or deny the remainder.

3. Each Interrogatory shall be answered separately and fully, in writing and under oath, on the basis of all information available to You, including information in the possession of Your attorneys, agents, consultants, and affiliates. If You cannot answer an Interrogatory in full after exercising due diligence, answer to the extent possible, state why You cannot answer the remainder, and state whatever information You have concerning the unanswered portion.

4. If any ownership or control interest is held indirectly, Identify each intervening person or entity in the chain of ownership or control, from You, the Venture, or the Inola Smelter up to and including each ultimate beneficial owner.

5. If You withhold any responsive information or Document on a claim of privilege or other protection, provide a privilege log that describes the nature of the information or Document withheld in a manner sufficient to permit assessment of the claim, as required by Title 12, Section 3226(B)(5) of the Oklahoma Statutes.

6. If You object to any part of a Request, specify each part to which You object, set forth with specificity the grounds for the objection, and respond to all parts of the Request to which You do not object. If You object that a term or phrase is vague or ambiguous, state Your understanding of the term or phrase and respond on that basis.

7. Documents shall be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in these Requests. Electronically stored information shall be produced in a reasonably usable form that preserves metadata, with spreadsheets, financial models, and air dispersion modeling files produced in native format. Each page of hard-copy Documents shall bear a unique production number.

8. Unless otherwise stated, the relevant time period for these Requests is January 1,

2023, to the present.

9. For purposes of interpreting or construing the scope of these Requests, all terms shall be given their most expansive and inclusive interpretation. "And" and "or" shall be construed in the disjunctive or conjunctive as necessary to make the Request more inclusive; the singular includes the plural and the plural the singular; "including" means "including but not limited to"; and the use of a verb in any tense includes all other tenses.

10. Where any Request uses a word or phrase that is contained in the Petition, the Request seeks information consistent with the meaning set forth in the Petition. If You contend that the meaning of a word or phrase is different from its meaning in the Petition, state Your intended meaning.

REQUESTS FOR ADMISSION

1. Admit that no final investment decision to construct the Inola Smelter has been made.

2. Admit that no agreement for the supply of electric power to the Inola Smelter has been executed with Public Service Company of Oklahoma.

3. Admit that detailed engineering for the Inola Smelter has not been completed.

4. Admit that Glencore has agreed to supply alumina to Century Aluminum Company through December 2028.

5. Admit that the South Carolina Department of Environmental Services, or its predecessor agency, has assessed civil penalties totaling $361,500 against Century Aluminum of South Carolina, Inc. for exceedances of fluoride and particulate matter emission limits at the Mt. Holly smelter occurring between 2019 and 2024.

6. Admit that Century Aluminum of South Carolina, Inc. agreed to pay $944,000 to

settle the claims of property owners near the Mt. Holly smelter in *McDaniel v. Century Aluminum of South Carolina, Inc.*, No. 2:23-cv-5766 (D.S.C.).

7. Admit that Century Aluminum Sebree LLC reported to the Kentucky Division for Air Quality that the primary aluminum smelter in Robards, Kentucky exceeded the limit of 1.9 pounds of total fluorides per ton of aluminum produced for Potlines 1, 2, and 3 in July 2013, for Potline 1 in September 2013, and for Potline 3 in May 2014.

8. Admit that the Kentucky Energy and Environment Cabinet assessed a civil penalty of $45,000 against Century Aluminum Sebree LLC for exceedances of the total fluoride emission limit of 1.9 pounds per ton of aluminum produced at the Robards, Kentucky smelter in 2014.

9. Admit that on August 4, 2025, the Kentucky Department for Environmental Protection, Division for Air Quality, issued Notice of Violation ENV20250003 to Century Aluminum Sebree LLC alleging forty-four (44) violations of the Title V operating permit for the Sebree smelter.

10. Admit that, as of the date of Your response to these Requests, the Kentucky Division for Air Quality has not notified Century Aluminum Sebree LLC that the corrective action plan submitted on August 18, 2025 resolves the violations alleged in Notice of Violation ENV20250003.

11. Admit that, during the twelve years preceding the filing of the Petition, primary aluminum smelters in Kentucky owned or operated by subsidiaries of Century Aluminum Company received more than twenty notices of violation from the Kentucky Division for Air Quality.

12. Admit that in January 2023 Century Aluminum Sebree LLC entered into Agreed Order DOW-22-3-0192 with the Kentucky Energy and Environment Cabinet resolving nineteen

(19) violations of KPDES Permit No. KY0004278 that occurred between May 2018 and August 2022, and agreed to pay a civil penalty of $6,000.

13. Admit that on May 22, 2023, the Kentucky Energy and Environment Cabinet, Division of Enforcement, issued Notice of Violation ENV20230001 to Century Aluminum Sebree LLC for exceeding the monthly average limit for total suspended solids under KPDES Permit No. KY0004278 in January 2023.

14. Admit that since January 1, 2020, Century Aluminum Company, directly or through a trade association or lobbyist, has asked the United States Environmental Protection Agency to delay, rescind, or relax one or more requirements of 40 C.F.R. Part 63, Subpart LL, applicable to primary aluminum reduction plants.

15. Admit that one or more persons acting on behalf of Defendants communicated with DEQ concerning the use of emission reduction credits to offset emissions from the Inola Smelter before DEQ published its proposed Emission Reduction Credit rule, OAC 252:100, amendments to Subchapters 7 and 8 and new Subchapter 10, on September 8, 2026.

16. Admit that Defendants intend to rely on emission reduction credits to satisfy the air quality impact demonstration required by OAC 252:100-8-35 for the Inola Smelter if DEQ adopts the proposed Emission Reduction Credit rule.

17. Admit that Defendants have applied for or been awarded financial assistance of up to $500 million from the United States Department of Energy for the Inola Smelter.

18. Admit that Defendants intend to seek the incentives authorized by House Bill 2781 (2025) for the Inola Smelter.

19. Admit that Defendants' projected financial returns for the Inola Smelter assume that tariffs on imported primary aluminum imposed under Section 232 of the Trade Expansion Act of

1962 will remain in effect.

20. Admit that Defendants have not prepared a financial projection showing that the Inola Smelter would be profitable without the financial assistance from the United States Department of Energy, the incentives authorized by House Bill 2781 (2025), and tariffs on imported primary aluminum.

21. Admit that EGA will own, directly or indirectly, sixty percent (60%) of the entity that will own the Inola Smelter.

22. Admit that a majority of the equity of EGA is owned, directly or indirectly, by one or more foreign governments.

23. Admit that Glencore beneficially owns more than thirty-five percent (35%) of the outstanding common stock of Century Aluminum Company.

24. Admit that in each year from 2013 through 2022, Century Aluminum Company filed a notice with the United States Securities and Exchange Commission under Section 13(r) disclosing Iran-related activities of affiliates of its largest stockholder.

25. Admit that the activities disclosed by Century Aluminum Company under Section 13(r) included contracts between non-U.S. affiliates of Glencore and entities owned or controlled by the Government of Iran.

26. Admit that no public official, and no member of a public official's immediate family, holds, directly or indirectly, any ownership interest in Aluminum Oklahoma, LLC or in the entity that will own the Inola Smelter, or receives or is entitled to receive any direct or indirect financial benefit from any investment by a foreign government, or by an affiliate of a foreign government, in the Venture or the Inola Smelter.

27. Admit that the emission factors used in the Permit Application to project emissions

of fluorides, including hydrogen fluoride, from the potlines of the Inola Smelter were derived from data collected at the Al Taweelah Smelter.

28. Admit that supply agreements for all Raw Materials for the Inola Smelter have not been entered into.

29. Admit that the projected annual emissions of total fluorides from the Inola Smelter stated in the Permit Application as amended on September 3, 2026 are lower than those stated in the Permit Application as filed on February 9, 2026.

30. Admit Defendants do not intend to use continuous emissions monitors for all of the pollutants to which the Permit Application pertains.

31. Admit that the Venture was secured as part of a government-to-government strategic partnership between the United States and the United Arab Emirates announced in Abu Dhabi on or about May 15, 2025.

32. Admit that no Kushner Entity holds, directly or indirectly, any ownership or control interest in EGA, the Venture, or the Inola Smelter.

33. Admit that no person acting on behalf of You, EGA, or the Venture has communicated with any Kushner Entity concerning the Inola Smelter.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify each person or entity that holds, or has the right to acquire, any ownership or control interest in You, and for each state the nature, percentage, and form of the interest and the date it was acquired. For a Defendant whose equity is publicly traded, this Interrogatory is limited to each person or entity that beneficially owns, or has the right to acquire, five percent (5%) or more of any class of its equity.

INTERROGATORY NO. 2:

Identify each person or entity that holds, or has the right to acquire, any ownership or control interest in the Venture or the Inola Smelter, and for each state the nature, percentage, and form of the interest, its complete chain of ownership and control through every intermediary person or entity, and the name, citizenship or place of organization, and interest of each ultimate beneficial owner.

INTERROGATORY NO. 3:

Identify every Trust that holds, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, and for each Trust Identify the settlor(s), trustee(s), and beneficiary(ies) and describe the nature and percentage of the interest held.

INTERROGATORY NO. 4:

State whether any public official, any member of a public official's immediate family, or any entity, Trust, or foreign investment vehicle in which any such person holds an interest, serves as a fiduciary, or receives a financial benefit, holds or has the right to acquire any ownership or control interest in You, the Venture, or the Inola Smelter; is a party to any agreement under which such person is entitled to any payment or thing of value in connection with the Inola Smelter; or receives or is entitled to receive any direct or indirect financial benefit from any investment by a foreign government, or by an affiliate of a foreign government, in You, the Venture, or the Inola Smelter. If so, Identify the person, the interest, agreement, or financial benefit, and how it is held or received.

INTERROGATORY NO. 5:

Identify every foreign investment vehicle that holds, or has the right to acquire, any

ownership or control interest in You, the Venture, or the Inola Smelter, or that has provided or committed to provide financing for the Inola Smelter, and for each Identify the foreign government or affiliate of a foreign government that is an investor in or source of capital for the vehicle, and Identify each public official or member of a public official's immediate family who is a principal, manager, general partner, adviser, or beneficiary of the vehicle.

INTERROGATORY NO. 6:

Identify every agreement that governs the formation, ownership, governance, management, or operation of the Venture or the Inola Smelter, including any joint development agreement, shareholders' or operating agreement, management or operating services agreement, and technology license or transfer agreement concerning the pot technology to be used at the Inola Smelter. For each, Identify the parties and state which person or entity will own the Inola Smelter, hold its air quality permit, operate it, employ its workforce, and hold title to or a leasehold in the Property.

INTERROGATORY NO. 7:

Identify each person or entity that has provided, committed to provide, or negotiated to provide financing, capital, equity, debt, guarantees, credit support, or other funding for the Inola Smelter, and for each describe the nature and amount of the funding, its source, and any interest or thing of value received or to be received in exchange.

INTERROGATORY NO. 8:

Identify every grant, loan, loan guarantee, tax credit, rebate, abatement, incentive, or other financial assistance sought or received from any governmental body in connection with the Inola Smelter, including the award of up to $500 million from the United States Department of Energy

and the incentives authorized by House Bill 2781 (2025), and for each state the amount, the status, each condition on receipt or retention, and whether any condition has been satisfied.

INTERROGATORY NO. 9:

State whether a final investment decision to construct the Inola Smelter has been made. If not, Identify each condition that must be satisfied before that decision is made, including completion of detailed engineering work, execution of a power supply agreement with Public Service Company of Oklahoma, receipt of the Department of Energy award, receipt of permits, and arrangement of financing, and state the current status of each condition.

INTERROGATORY NO. 10:

Identify any agreement or arrangement, including any side letter, option, profit-sharing, consulting, advisory, finder's-fee, lobbying, or similar agreement, under which any person or entity is entitled to receive, contingent on the approval, permitting, financing, construction, or operation of the Inola Smelter, any payment, interest, or thing of value, and Identify the parties to each such agreement.

INTERROGATORY NO. 11:

Identify every foreign government and every foreign adversary that holds, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, or that has provided or committed to provide any financing for the Inola Smelter, and for each state the nature, percentage, and form of the interest or financing and the chain through which it is held.

INTERROGATORY NO. 12:

Identify every filing, notice, declaration, certification, or submission made by or on behalf of You, EGA, or the Venture to any governmental body concerning the foreign ownership, control,

or influence of the Venture or the Inola Smelter, including any filing with the Committee on Foreign Investment in the United States, any certification or disclosure made to the United States Department of Energy in connection with all awards Identified in Interrogatory No. 8, and any filing with the United States Department of the Treasury or Department of Commerce, and state the status or outcome of each.

INTERROGATORY NO. 13:

Identify every ownership or control interest that Glencore holds, or has the right to acquire, in You, the Venture, or the Inola Smelter, and Identify every agreement between Glencore and You, EGA, or the Venture that concerns the Inola Smelter, including any agreement for the supply of Raw Materials to the Inola Smelter, the purchase or marketing of metal produced at the Inola Smelter, or the provision of financing or credit support for the Inola Smelter.

INTERROGATORY NO. 14:

For each year from 2012 to the present in which You disclosed Iran-related activity under Section 13(r) of the Securities Exchange Act of 1934, Identify the disclosure, Identify the affiliate whose activity was disclosed, describe the activity disclosed, Identify each counterparty and state whether it was owned or controlled by the Government of Iran, and state the gross revenue and net profit attributed to the activity.

INTERROGATORY NO. 15:

For each Raw Material, Identify the anticipated producer, country of origin, supplier, trader, and shipper for the Inola Smelter, Identify each supply agreement, term sheet, or letter of intent, and state whether any producer, supplier, trader, shipper, intermediary, or financier in that supply chain is owned or controlled by, or has within the past five years entered into any contract

with, the Government of Iran, any foreign adversary, or any sanctioned person.

INTERROGATORY NO. 16:

Describe the sanctions and export-control compliance policies and procedures that apply to the Venture and the Inola Smelter, Identify the person responsible for administering them, and Identify every review, audit, screening, memorandum, or opinion, whether internal or external, that addresses the application of United States sanctions laws, including the Iranian Transactions and Sanctions Regulations, 31 C.F.R. Part 560, to the Venture, the Inola Smelter, its financing, or its Raw Material supply chain.

INTERROGATORY NO. 17:

Identify every notice of violation, consent order, administrative order, civil penalty, settlement, judgment, or other enforcement action concerning air emissions, water discharges, or waste management at any primary aluminum smelter owned or operated by You or by EGA since January 1, 2010, and for each state the facility, the governmental body or claimant, the date, the pollutant or requirement at issue, and the resolution.

INTERROGATORY NO. 18:

For each month since January 1, 2013 in which any potline at the primary aluminum smelter in Robards, Kentucky operated by Century Aluminum Sebree LLC exceeded the limit of 1.9 pounds of total fluorides per ton of aluminum produced established by 40 C.F.R. § 63.843(a)(1) and 401 KAR 61:165, state the month, the potline, the emission rate reported, the cause of the exceedance as determined by You, and each corrective action taken.

INTERROGATORY NO. 19:

With respect to Notice of Violation ENV20250003 issued by the Kentucky Division for Air

Quality on August 4, 2025, state why the monitoring and recordkeeping required by Title V Permit No. V-19-010 R2 was not performed for the months of January 2025 through May 2025, Identify each person responsible for that monitoring and recordkeeping during that period, and describe each corrective action taken in response to the Notice of Violation and its current status.

INTERROGATORY NO. 20:

Identify every comment, submission, or Communication made by or on behalf of You, EGA, or the Venture, or by any trade association or lobbyist acting on Your behalf, to the United States Environmental Protection Agency, DEQ, the Oklahoma Environmental Quality Board, the Oklahoma Air Quality Advisory Council, the Oklahoma Legislature, or any public official since January 1, 2020, that sought to adopt, amend, delay, rescind, or relax any air quality standard, rule, or permit requirement applicable to primary aluminum smelters, or any tariff on imported aluminum imposed under Section 232 of the Trade Expansion Act of 1962, including the National Emission Standards for Hazardous Air Pollutants for Primary Aluminum Reduction Plants, 40 C.F.R. Part 63, Subpart LL, and DEQ's proposed Emission Reduction Credit rule, OAC 252:100, amendments to Subchapters 7 and 8 and new Subchapter 10.

INTERROGATORY NO. 21:

Identify each contract, purchase order, or engagement for site preparation, grading, construction, procurement, or construction management for the Inola Smelter, including any engagement of Bechtel Corporation, and for each state the parties, the date, the scope of work, and the status; describe all work performed on the Property to date; and state the date on which You currently expect site preparation and construction of the Inola Smelter to begin.

INTERROGATORY NO. 22:

If You contend that the emission rates for fluorides stated in the Permit Application are a theoretical maximum or otherwise overstate the emissions that the Inola Smelter will actually produce, state the emissions of total fluorides, hydrogen fluoride, and particulate fluorides that You expect the Inola Smelter to actually produce, expressed as pounds per ton of aluminum produced and tons per year, and state every fact and Identify every Document on which that expectation is based.

INTERROGATORY NO. 23:

State whether You contend that the Inola Smelter would be economically viable in the absence of the financial assistance identified in Your answer to Interrogatory No. 8 and in the absence of tariffs on imported primary aluminum imposed under Section 232 of the Trade Expansion Act of 1962, and Identify every financial model, projection, or analysis on which You rely for that contention.

INTERROGATORY NO. 24:

State whether any insurance policy may provide coverage for the claims asserted in this action or for any judgment entered in it, and for each such policy Identify the insurer, the policy number, the policy period, and the limits of coverage, and state whether the insurer has reserved rights or denied coverage.

INTERROGATORY NO. 25:

Identify each person You expect to call as an expert witness at any hearing or at trial in this action, and for each state the subject matter on which the person is expected to testify, the substance of the facts and opinions to which the person is expected to testify, and a summary of the grounds for each opinion.

INTERROGATORY NO. 26:

Identify each person who provided information used in answering these Interrogatories or in responding to the Requests for Admission set forth above, and for each state the Interrogatories or Requests to which the person contributed.

INTERROGATORY NO. 27:

Identify every Communication, meeting, or agreement between You, EGA, the Venture, or any person acting on behalf of any of them, and any Kushner Entity concerning the Inola Smelter, the Venture, the strategic partnership between the United States and the United Arab Emirates announced in May 2025, tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962, or financial assistance from any governmental body for the Inola Smelter, and for each state the date, the participants, and the substance.

INTERROGATORY NO. 28:

State whether any Kushner Entity holds, has held, or has the right to acquire, directly or indirectly, any ownership or control interest in, or has received or is entitled to receive any financial benefit from, You, EGA, the Venture, the Inola Smelter, or any UAE Government Entity that holds an ownership or control interest in EGA or the Venture, and if so Identify each such interest and financial benefit, its source, its amount, and the person or entity through which it is held or paid.

INTERROGATORY NO. 29:

Identify each bank, account holder, and account from which the capital contributions, loans, guarantees, or other funding that EGA or any UAE Government Entity has provided or committed to the Venture or the Inola Smelter have been or will be paid, including any account at First Abu Dhabi Bank or held by the Watani Al Emarat Foundation, and Identify the ultimate

source of those funds.

INTERROGATORY NO. 30:

For each Request for Admission set forth above that You do not admit without qualification, state each fact on which You base Your denial or qualification, Identify each person with knowledge of those facts, and Identify each Document that supports Your response.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All organizational and governance Documents for You and for the Venture, including articles or certificates of formation or incorporation, operating agreements, partnership agreements, bylaws, joint development or joint venture agreements, shareholders' agreements, and all amendments thereto.

REQUEST FOR PRODUCTION NO. 2:

All Documents identifying the ownership and control structure of You, the Venture, and the Inola Smelter, including capitalization tables, membership ledgers, stock or unit registers, ownership schedules, and organizational charts.

REQUEST FOR PRODUCTION NO. 3:

Documents sufficient to Identify each ultimate beneficial owner of You, the Venture, and the Inola Smelter, including any beneficial ownership information report or certification prepared under 31 C.F.R. § 1010.380 or any comparable law, and any beneficial ownership certification provided to any lender, governmental body, or counterparty in connection with the Inola Smelter.

REQUEST FOR PRODUCTION NO. 4:

All trust instruments, declarations of trust, and related Documents for any Trust holding, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, sufficient to Identify the settlor(s), trustee(s), and beneficiary(ies).

REQUEST FOR PRODUCTION NO. 5:

All Documents concerning any ownership or control interest in You, the Venture, or the Inola Smelter held by, or held for the benefit of, any public official, any member of a public official's immediate family, or any entity, Trust, or foreign investment vehicle in which any such person holds an interest, serves as a fiduciary, or receives a financial benefit; all Documents concerning any agreement under which any such person is entitled to any payment or thing of value in connection with the Inola Smelter; and all Documents concerning any direct or indirect financial benefit received or to be received by any such person from any investment by a foreign government, or by an affiliate of a foreign government, in You, the Venture, or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 6:

All Documents concerning any foreign investment vehicle that holds or may acquire any ownership or control interest in, or has provided or committed to provide financing for, You, the Venture, or the Inola Smelter, including Documents sufficient to Identify each investor in and source of capital for the vehicle and each person who manages or advises it.

REQUEST FOR PRODUCTION NO. 7:

All agreements identified in Your answer to Interrogatory No. 6, including every management, operating services, and technology license or transfer agreement concerning the Inola Smelter, and all Documents sufficient to show which person or entity will own the Inola Smelter, hold its air quality permit, operate it, and employ its workforce.

REQUEST FOR PRODUCTION NO. 8:

All deeds, leases, options, purchase agreements, memoranda of understanding, title commitments, and other Documents concerning any interest in the Property, including all agreements and Communications with the City of Tulsa-Rogers County Port Authority or Tulsa Ports concerning the Property.

REQUEST FOR PRODUCTION NO. 9:

All Documents concerning the financing or capitalization of the Inola Smelter, including term sheets, commitment letters, subscription agreements, loan and security agreements, guarantees, credit support arrangements, and investor, lender, or member Communications regarding the acquisition of any interest in or the funding of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 10:

All Documents concerning any grant, loan, loan guarantee, tax credit, rebate, abatement, incentive, or other financial assistance sought or received from any governmental body in connection with the Inola Smelter, including all applications, award agreements, conditions, certifications, compliance reports, and Communications concerning the United States Department of Energy award and the incentives authorized by House Bill 2781 (2025).

REQUEST FOR PRODUCTION NO. 11:

All Documents presented to or considered by the board of directors, board of managers, investment committee, or executive leadership of You, EGA, or the Venture concerning the decision to develop or invest in the Inola Smelter, including all materials concerning any final investment decision and the conditions to that decision.

REQUEST FOR PRODUCTION NO. 12:

All agreements and Communications concerning any side letter, option, profit-sharing, consulting, advisory, finder's-fee, lobbying, or similar arrangement under which any person or entity is entitled to any payment, interest, or thing of value contingent on the approval, permitting, financing, construction, or operation of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 13:

All Documents concerning any ownership or control interest in, or any financing of, You, the Venture, or the Inola Smelter held or provided, directly or indirectly, by any foreign government or foreign adversary.

REQUEST FOR PRODUCTION NO. 14:

All filings, notices, declarations, certifications, and submissions made to any governmental body concerning the foreign ownership, control, or influence of the Venture or the Inola Smelter, including all Documents filed with or received from the Committee on Foreign Investment in the United States, the United States Department of Energy, the United States Department of the Treasury, and the United States Department of Commerce, and all Documents concerning any mitigation agreement, condition, or commitment arising from any such filing.

REQUEST FOR PRODUCTION NO. 15:

All agreements between Glencore and You, EGA, or the Venture that concern the Inola Smelter, including any agreement for the supply of Raw Materials, the purchase or marketing of metal, or the provision of financing or credit support, and all Documents concerning any ownership or control interest Glencore holds or may acquire in the Venture or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 16:

All Documents concerning each disclosure of Iran-related activity You have made under Section 13(r) of the Securities Exchange Act of 1934 since 2012, including each notice, certification, questionnaire response, or Communication You received from Glencore or any other affiliate concerning the activity disclosed, and all Documents concerning any decision not to disclose any Iran-related activity of any affiliate.

REQUEST FOR PRODUCTION NO. 17:

All supply agreements, term sheets, letters of intent, requests for proposal, bids, and Communications concerning the supply of each Raw Material to the Inola Smelter, and Documents sufficient to show the producer, country of origin, supplier, trader, and shipper of each Raw Material.

REQUEST FOR PRODUCTION NO. 18:

All Documents concerning any due diligence, know-your-customer review, or sanctions screening conducted on any actual or prospective supplier, trader, shipper, financier, investor, or counterparty in connection with the Inola Smelter, and all Documents concerning any actual or potential dealing by any such person with the Government of Iran, any foreign adversary, or any sanctioned person.

REQUEST FOR PRODUCTION NO. 19:

All sanctions and export-control compliance policies and procedures applicable to the Venture or the Inola Smelter, and all reviews, audits, memoranda, and opinions, whether internal or external, that address the application of United States sanctions laws to the Venture, the Inola Smelter, its financing, or its Raw Material supply chain.

REQUEST FOR PRODUCTION NO. 20:

All Documents concerning the derivation, selection, and approval of each emission factor used in the Permit Application, including all calculations, workpapers, and spreadsheets, and all Communications with EGA, Environmental Resources Management, or any other consultant concerning the emission factors.

REQUEST FOR PRODUCTION NO. 21:

All stack test reports, roof vent test reports, continuous emissions monitoring data, fluoride monitoring data, and emission inventories for the Al Taweelah Smelter from January 1, 2019, to the present that were provided to You, reviewed by You, or relied upon in preparing the Permit Application, and all Documents concerning the collection, validation, or adjustment of that data.

REQUEST FOR PRODUCTION NO. 22:

All Documents concerning differences between the design, pot technology, gas treatment, anode baking, fume capture, or operating parameters of the Inola Smelter and those of the Al Taweelah Smelter, and all Documents concerning whether emissions data from the Al Taweelah Smelter are representative of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 23:

All Documents concerning the design basis, front-end engineering design, front-end loading studies, and detailed engineering of the Inola Smelter, including all design status reports, engineering schedules, and Documents sufficient to show the current stage of design of the air pollution control systems, the potlines and potrooms, the gas treatment centers, the anode plant and anode bake furnaces, and the water, wastewater, and waste management systems.

REQUEST FOR PRODUCTION NO. 24:

All air dispersion modeling files for the Inola Smelter, including all AERMOD and other model input and output files, meteorological data files, receptor grids, building downwash analyses, emission inventories, MERPs analyses, and Class I area analyses, in native format, and all Communications with DEQ concerning the modeling protocol or modeling results.

REQUEST FOR PRODUCTION NO. 25:

All analyses, studies, models, assessments, and data, whether completed or in progress, concerning the deposition, concentration, or effects of fluorides or any other pollutant emitted from the Inola Smelter on air, soil, vegetation, crops, livestock, groundwater, surface water, or human health in any part of the Surrounding Area.

REQUEST FOR PRODUCTION NO. 26:

All analyses, studies, plans, and assessments, whether completed or in progress, concerning the generation, handling, storage, transportation, or disposal of spent pot lining, other hazardous waste, or solid waste from the Inola Smelter; wastewater treatment, wastewater discharges and stormwater runoff from the Inola Smelter or the Property; the Inola Smelter's water consumption and water supply; the transportation of Raw Materials to and products from the Inola Smelter; and the demand the Inola Smelter will place on the electric grid.

REQUEST FOR PRODUCTION NO. 27:

All Documents concerning the emissions monitoring to be conducted at the Inola Smelter, including all monitoring plans, continuous emissions monitoring evaluations, and Documents concerning any decision not to continuously monitor fluorides or any other pollutant at any emission point.

REQUEST FOR PRODUCTION NO. 28:

All Documents concerning the revision of the projected fluoride emissions from the Inola Smelter between the Permit Application as filed on February 9, 2026, and as amended on September 3, 2026, including all Documents concerning the fluoride emission rate per ton of aluminum produced, as used in each version and the reasons for any change.

REQUEST FOR PRODUCTION NO. 29:

All Communications with DEQ concerning the Permit Application, including all Communications concerning DEQ's letter of July 2, 2026, each deficiency or request for additional information identified by DEQ, and each response by You.

REQUEST FOR PRODUCTION NO. 30:

All notices of violation, inspection reports, consent orders, agreed orders, administrative orders, civil penalty assessments, demand letters, settlement agreements, judgments, corrective action plans, and other Documents concerning any enforcement action identified in Your answer to Interrogatory No. 17.

REQUEST FOR PRODUCTION NO. 31:

All Documents concerning Notice of Violation ENV20250003 issued by the Kentucky Division for Air Quality on August 4, 2025, including the inspection report for the May 21–22, 2025 compliance evaluation, the corrective action plan submitted on August 18, 2025, and all Communications with the Division for Air Quality concerning the Notice of Violation.

REQUEST FOR PRODUCTION NO. 32:

All Documents concerning any exceedance since January 1, 2013 of the total fluoride emission limit applicable to any potline at the primary aluminum smelter in Robards, Kentucky

operated by Century Aluminum Sebree LLC, including malfunction reports, exceedance notifications, roof vent and stack sampling data, root cause analyses, and Communications with the Kentucky Division for Air Quality.

REQUEST FOR PRODUCTION NO. 33:

All insurance policies identified in Your answer to the Interrogatories, together with all reservation of rights letters and coverage correspondence concerning this action.

REQUEST FOR PRODUCTION NO. 34:

All comments, submissions, and Communications identified in Your answer to Interrogatory No. 20, and all Communications with DEQ, the Oklahoma Environmental Quality Board, the Oklahoma Air Quality Advisory Council, or any public official concerning DEQ's proposed Emission Reduction Credit rule, OAC 252:100, amendments to Subchapters 7 and 8 and new Subchapter 10 and all Communications with any public official concerning tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962 as they relate to the Inola Smelter.

REQUEST FOR PRODUCTION NO. 35:

All financial models, projections, feasibility studies, and analyses concerning the economic viability, projected costs, projected revenues, or projected returns of the Inola Smelter, including every analysis of the effect on the Inola Smelter of the financial assistance identified in Your answer to Interrogatory No. 8 or of tariffs on imported primary aluminum.

REQUEST FOR PRODUCTION NO. 36:

All Communications between You, EGA, or the Venture and any public official concerning the Inola Smelter, including Communications concerning the Permit Application, the Property,

financial assistance, legislation, or this action.

REQUEST FOR PRODUCTION NO. 37:

All Documents concerning the power supply for the Inola Smelter, including all agreements, term sheets, and Communications with Public Service Company of Oklahoma and all studies of the Inola Smelter's electricity demand.

REQUEST FOR PRODUCTION NO. 38:

All Documents identified in, relied upon in, or consulted in preparing Your answers to these Interrogatories, and all Documents on which You rely for any denial, in whole or in part, of any of the Requests for Admission set forth above.

REQUEST FOR PRODUCTION NO. 39:

All contracts, purchase orders, engagements, schedules, and Communications concerning site preparation, grading, construction, procurement, or construction management for the Inola Smelter, including all Documents concerning the engagement of Bechtel Corporation, all construction schedules and milestone plans, and all Documents concerning work performed on the Property to date.

REQUEST FOR PRODUCTION NO. 40:

All Documents considered, reviewed, or relied upon by each affiant or declarant in preparing any affidavit or declaration filed with the PI Response, and all Documents concerning the contention in the PI Response that the fluoride emission rates stated in the Permit Application are a theoretical maximum.

REQUEST FOR PRODUCTION NO. 41:

All Documents on which You rely for each statement published on the Oklahoma Primary Aluminum "Answers Center" website concerning emissions, air quality, groundwater, waterways, soil, wastewater management, water usage, electricity usage, or the health or safety of persons, livestock, or crops in the vicinity of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 42:

All Communications between You, EGA, the Venture, or any person acting on behalf of any of them and any Kushner Entity, and all Documents concerning any Communication, meeting, or agreement with any Kushner Entity, concerning the Inola Smelter, the Venture, the strategic partnership between the United States and the United Arab Emirates announced in May 2025, tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962, or financial assistance from any governmental body for the Inola Smelter.

REQUEST FOR PRODUCTION NO. 43:

All Documents concerning any ownership or control interest held, or any financial benefit received or to be received, by any Kushner Entity in or from You, EGA, the Venture, the Inola Smelter, or any UAE Government Entity that holds an ownership or control interest in EGA or the Venture.

REQUEST FOR PRODUCTION NO. 44:

Documents sufficient to show the source of all funds that EGA or any UAE Government Entity has contributed, loaned, guaranteed, or committed to the Venture or the Inola Smelter, including the originating bank and account holder for each transfer, and all Documents concerning any involvement of First Abu Dhabi Bank, the Watani Al Emarat Foundation, or any bank located in Azerbaijan in the funding of the Venture or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 45:

All Documents concerning the strategic partnership between the United States and the United Arab Emirates announced on or about May 15, 2025 as it relates to the Inola Smelter, including all Communications with the Executive Office of the President, the United States Department of Commerce, the United States Department of Energy, or any UAE Government Entity concerning the inclusion of the Inola Smelter in that partnership.

Respectfully submitted,

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that on the 9th day of November, 2026, a true and correct copy of the foregoing was mailed, postage prepaid, to:

J. Christopher Davis
Kayci Bair Hughes
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Attorneys for Defendants

GENTNER DRUMMOND

EXHIBIT 4

IN THE DISTRICT COURT OF ROGERS COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel. GENTNER DRUMMOND, in his official capacity as ATTORNEY GENERAL OF OKLAHOMA, Plaintiff, v. CENTURY ALUMINUM COMPANY, a Delaware corporation; and ALUMINUM OKLAHOMA, LLC d/b/a OKLAHOMA PRIMARY ALUMINUM, LLC. Defendants.	Case No: CV-2026-108

PLAINTIFF'S FIRST REQUESTS FOR ADMISSION, FIRST SET OF INTERROGATORIES, AND FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT ALUMINUM OKLAHOMA, LLC D/B/A OKLAHOMA PRIMARY ALUMINUM, LLC

Pursuant to Title 12, Sections 3233, 3234, and 3236 of the Oklahoma Statutes, Plaintiff, State of Oklahoma, ex rel. Gentner Drummond, in his official capacity as Attorney General of Oklahoma, hereby serves the following Requests for Admission, Interrogatories, and Requests for Production of Documents (together, the "Requests") on Defendant Aluminum Oklahoma, LLC d/b/a Oklahoma Primary Aluminum, LLC ("Aluminum Oklahoma"). Aluminum Oklahoma shall respond to the Requests for Admission, answer the Interrogatories separately and fully in writing and under oath, and respond to the Requests for Production, within thirty (30) days of the date that appears on the attached Certificate of Service, or within such other time as the Court may order or the parties may agree in writing.

DEFINITIONS

1. "Defendants" refers to Defendants Century Aluminum Company, a Delaware corporation, and Aluminum Oklahoma, LLC d/b/a Oklahoma Primary Aluminum, LLC. "You" and "Your" refer to Defendant Aluminum Oklahoma, LLC d/b/a Oklahoma Primary Aluminum,

LLC, together with its officers, directors, members, managers, employees, agents, attorneys, parents, subsidiaries, affiliates, predecessors, successors, and any other person or entity acting for or on its behalf.

2. "Petition" means the Petition filed by Plaintiff in this action on June 2, 2026.

3. "Inola Smelter" means the primary aluminum smelting facility and associated facilities proposed to be constructed at or near the Tulsa Port of Inola in the municipality of Inola, Rogers County, Oklahoma, as described in the Permit Application, including any predecessor, successor, or alternative designation for the same project.

4. "Venture" means the joint venture, joint development arrangement, partnership, or other arrangement among Century Aluminum Company, EGA, Aluminum Oklahoma, LLC, and any other person or entity organized to develop, own, finance, construct, or operate the Inola Smelter.

5. "EGA" means Emirates Global Aluminium PJSC, together with its parents, subsidiaries, and affiliates, including Mubadala Investment Company and the Investment Corporation of Dubai.

6. "Glencore" means Glencore plc, together with its subsidiaries and affiliates, including Glencore International AG and Glencore AG.

7. "Al Taweelah Smelter" means EGA's primary aluminum smelting operation located in the Khalifa Industrial Zone Abu Dhabi in the United Arab Emirates.

8. "Permit Application" means the PSD Application to Construct, Oklahoma Aluminum: New Primary Aluminum Smelter, filed with the Oklahoma Department of Environmental Quality on February 9, 2026, and amended on September 3, 2026, together with all attachments, including the Class II PSD Air Quality Dispersion Modeling Protocol dated May 1,

2026.

9. "DEQ" means the Oklahoma Department of Environmental Quality.

10. "EPA's AP-42 Compilation of Emission Factors" means the United States Environmental Protection Agency's Compilation of Air Pollutant Emissions Factors, AP-42, Fifth Edition, Volume I, including each section and supplement cited in the Permit Application.

11. "Property" means the real property in Rogers County, Oklahoma, on which the Inola Smelter would be located, as identified in the Permit Application, together with any adjacent or associated parcel that is owned, leased, optioned, or under contract for use in connection with the Inola Smelter.

12. "Surrounding Area" means the area within a twenty (20) mile radius of the point located at 36°07′22″ N, 95°33′18″ W, the coordinates of the Inola Smelter stated in the Permit Application.

13. "Immediate Area" means the area within a five (5) mile radius of the point located at 36°07′22″ N, 95°33′18″ W.

14. "Raw Materials" means alumina, petroleum coke, coal tar pitch, carbon anodes, cathode carbon blocks, aluminum fluoride, cryolite, soda ash, and any other feedstock, bath material, or process chemical to be consumed in the operation of the Inola Smelter.

15. "Ownership or control interest" means any direct or indirect legal, equitable, beneficial, contingent, or contractual interest in the Venture, the Inola Smelter, or any Defendant, of any kind whatsoever, including membership or partnership interests; shares, stock, or equity of any class; capital, profits, or distribution interests; options, warrants, convertible instruments, or rights to acquire any interest; voting or management rights; debt convertible to or carrying equity-like rights; royalty, carried, or net-profits interests; and any interest held directly or held indirectly

through one or more intermediary persons or entities, including holding companies, subsidiaries, parents, affiliates, partnerships, nominees, agents, trusts, or similar vehicles.

16. "Beneficial owner" means any natural person who, directly or indirectly, through any contract, arrangement, understanding, relationship, intermediary entity, or trust, exercises substantial control over, or owns or receives the economic benefit of an ownership or control interest in, the relevant person or entity. The term is to be construed at least as broadly as "beneficial owner" under 31 C.F.R. § 1010.380(d).

17. "Trust" means any trust, business trust, grantor trust, revocable or irrevocable trust, or similar fiduciary or estate-planning arrangement, and includes the settlor(s), trustee(s), and beneficiary(ies) thereof.

18. "Public official" means any current or former officer, official, employee, or appointee of the State of Oklahoma, of any political subdivision of the State of Oklahoma, or of the United States, including any elected official and any current candidate for any such office.

19. "Immediate family" means a person's spouse, child, stepchild, parent, or sibling; the spouse of any such child, stepchild, parent, or sibling; the parents and siblings of the person's spouse; or any entity or Trust in which any such person holds an interest or serves as a fiduciary.

20. "Financial benefit" means any direct or indirect payment, distribution, fee, carried interest, profit share, equity, option, loan, guarantee, employment, consulting or advisory arrangement, gift, or other thing of value, whether received personally or through any entity, fund, or Trust in which the person holds an interest.

21. "Foreign investment vehicle" means any investment fund, co-investment vehicle, special purpose vehicle, holding company, investment adviser, or similar entity in which a foreign government, or an entity owned or controlled by a foreign government, is an investor, limited

partner, or source of capital.

22. "Kushner Entity" means Jared Kushner; Charles Kushner; Affinity Partners, including A Fin Management LLC and any fund, account, or vehicle that it manages, advises, or sponsors; Kushner Companies LLC; and any entity, Trust, or foreign investment vehicle in which Jared Kushner or a member of his immediate family holds an ownership or control interest or from which he or she receives a financial benefit.

23. "UAE Government Entity" means the Government of the United Arab Emirates or of any of its constituent emirates; any sovereign wealth fund, investment authority, development company, or state-owned enterprise of the United Arab Emirates or of any emirate, including Mubadala Investment Company, the Investment Corporation of Dubai, ADQ, and the Abu Dhabi Investment Authority; First Abu Dhabi Bank; the Watani Al Emarat Foundation; any member of the ruling family of any emirate, including Mohamed bin Zayed Al Nahyan and Tahnoon bin Zayed Al Nahyan; and any person or entity owned or controlled by any of them.

24. "Foreign government" means the government of any country other than the United States, any political subdivision, agency, or instrumentality thereof, and any entity owned or controlled, directly or indirectly, by any of the foregoing, including any sovereign wealth fund.

25. "Government of Iran" has the meaning given in 31 C.F.R. § 560.304.

26. "Foreign adversary" means any foreign government or foreign non-government person identified in 15 C.F.R. § 791.4.

27. "Sanctioned person" means any person or entity listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or otherwise the subject of sanctions administered by that office.

28. "Iran-related activity" means any activity, transaction, or dealing of the kind required to be disclosed under Section 13(r) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(r), whether or not You contend that disclosure was required.

29. "PI Response" means Defendants' Response in Opposition to Plaintiff's Motion for Preliminary Injunction, together with all affidavits, declarations, and exhibits filed with it, filed on September 1, 2026 in the United States District Court for the Northern District of Oklahoma, Case No. 4:26-cv-00450-SEH-SH (ECF No. 29).

30. "Document" is used in its broadest sense under Title 12, Section 3234 of the Oklahoma Statutes and includes all writings, drawings, graphs, charts, photographs, sound recordings, images, and electronically stored information of every kind, including electronic mail, text and instant messages, and messages sent through any messaging application, together with all drafts and non-identical copies.

31. "Communication" means any transmission of information by any means, including in person, by telephone, by letter, by electronic mail, by text or instant message, or through any messaging application.

32. "Identify," when used with respect to a natural person, means to state the person's full name, last known address, telephone number, employer, and title. When used with respect to an entity, it means to state the entity's full name, place of organization, principal place of business, and its relationship to You. When used with respect to a Document, it means to state the date, author, recipient(s), type, and subject matter of the Document and its present custodian. When used with respect to an agreement, it means to Identify its parties, date, and subject matter and to Identify the Document(s) in which it is memorialized.

INSTRUCTIONS

1. These Requests are continuing in nature, up to and during the course of trial. If, after the time of its initial responses, You learn that any response is or has become in some material respect incomplete or incorrect, You must promptly supplement or amend the response to the full extent required by Title 12, Section 3226(E) of the Oklahoma Statutes.

2. As to each Request for Admission, You shall specifically admit or deny the statement contained therein. If denied, the denial must fairly meet the substance of the requested admission. If You qualify an answer or deny any part of the matter for which admission is requested, You shall admit so much of the statement as is true and qualify or deny the remainder.

3. Each Interrogatory shall be answered separately and fully, in writing and under oath, on the basis of all information available to You, including information in the possession of Your attorneys, agents, consultants, and affiliates. If You cannot answer an Interrogatory in full after exercising due diligence, answer to the extent possible, state why You cannot answer the remainder, and state whatever information You have concerning the unanswered portion.

4. If any ownership or control interest is held indirectly, Identify each intervening person or entity in the chain of ownership or control, from You, the Venture, or the Inola Smelter up to and including each ultimate beneficial owner.

5. If You withhold any responsive information or Document on a claim of privilege or other protection, provide a privilege log that describes the nature of the information or Document withheld in a manner sufficient to permit assessment of the claim, as required by Title 12, Section 3226(B)(5) of the Oklahoma Statutes.

6. If You object to any part of a Request, specify each part to which You object, set forth with specificity the grounds for the objection, and respond to all parts of the Request to which You do not object. If You object that a term or phrase is vague or ambiguous, state Your

understanding of the term or phrase and respond on that basis.

7. Documents shall be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in these Requests. Electronically stored information shall be produced in a reasonably usable form that preserves metadata, with spreadsheets, financial models, and air dispersion modeling files produced in native format. Each page of hard-copy Documents shall bear a unique production number.

8. Unless otherwise stated, the relevant time period for these Requests is January 1, 2023, to the present.

9. For purposes of interpreting or construing the scope of these Requests, all terms shall be given their most expansive and inclusive interpretation. "And" and "or" shall be construed in the disjunctive or conjunctive as necessary to make the Request more inclusive; the singular includes the plural and the plural the singular; "including" means "including but not limited to"; and the use of a verb in any tense includes all other tenses.

10. Where any Request uses a word or phrase that is contained in the Petition, the Request seeks information consistent with the meaning set forth in the Petition. If You contend that the meaning of a word or phrase is different from its meaning in the Petition, state Your intended meaning.

REQUESTS FOR ADMISSION

1. Admit that the emission factors used in the Permit Application to project emissions of fluorides, including hydrogen fluoride, from the potlines of the Inola Smelter were derived from data collected at the Al Taweelah Smelter.

2. Admit that the emission factors used in the Permit Application to project emissions of fluorides from the anode bake furnaces of the Inola Smelter were derived from data collected at

the Al Taweelah Smelter.

3. Admit that the Permit Application relies on EPA's AP-42 Compilation of Emission Factors for the emission factors used to project emissions of one or more pollutants other than fluorides from the Inola Smelter.

4. Admit the design and operation of the Inola Smelter are not identical to the design and operation of the Al Taweelah Smelter.

5. Admit the detailed design of air pollution control for the Inola Smelter has not been completed.

6. Admit the design of the potlines and potline houses has not been completed.

7. Admit the design of the anode plant has not been completed.

8. Admit that detailed engineering for the Inola Smelter has not been completed.

9. Admit that supply agreements for all Raw Materials for the Inola Smelter have not been entered into.

10. Admit Defendants have not identified the supplier of the aluminum fluoride and cryolite to be used at the Inola Smelter.

11. Admit Defendants have not identified the supplier of the alumina to be used at the Inola Smelter.

12. Admit Defendants have not conducted an analysis to determine the deposition of fluorides resulting from emissions from the Inola Smelter to all of the area encompassed by the Surrounding Area.

13. Admit Defendants have not conducted an analysis to determine the harms resulting from fluoride emissions from the Inola Smelter to all of the area encompassed by the Surrounding Area.

14. Admit Defendants have not conducted an analysis to determine the deposition of fluorides resulting from emissions from the Inola Smelter to all of the area encompassed by the Immediate Area.

15. Admit Defendants have not conducted an analysis to determine the harms resulting from fluoride emissions from the Inola Smelter to all of the area encompassed by the Immediate Area.

16. Admit Defendants have not conducted an analysis to determine the effects of fluoride emissions from the Inola Smelter on cattle, other livestock, aquaculture, and wildlife within the Surrounding Area.

17. Admit Defendants have not conducted an analysis to determine the effects of fluoride emissions from the Inola Smelter on forage, crops, or other vegetation within the Surrounding Area.

18. Admit Defendants have not conducted an analysis to determine the harms to groundwater within all the area encompassed by the Surrounding Area.

19. Admit Defendants have not conducted an analysis to determine the harms to surface waters within all the area encompassed by the Surrounding Area.

20. Admit Defendants have not conducted an analysis to determine the impacts associated with wastewater discharges generated by operation of the Inola Smelter.

21. Admit Defendants have not conducted an analysis to determine the impacts associated with increased water usage resulting from operation of the Inola Smelter.

22. Admit that by letter dated July 2, 2026, DEQ suspended its review of the Permit Application.

23. Admit that DEQ's letter dated July 2, 2026 identified a discrepancy between the

total fluoride emission rate per ton of aluminum produced, as used in the Permit Application and the total fluoride emission rate reported for the Al Taweelah Smelter.

24. Admit that the projected annual emissions of total fluorides from the Inola Smelter stated in the Permit Application as amended on September 3, 2026 are lower than those stated in the Permit Application as filed on February 9, 2026.

25. Admit that the reduction in projected annual emissions of total fluorides between the Permit Application as filed on February 9, 2026 and the Permit Application as amended on September 3, 2026 resulted from a change in emission factors rather than a change in the design of the Inola Smelter.

26. Admit Defendants do not intend to use continuous emissions monitors for all of the pollutants to which the Permit Application pertains.

27. Admit Defendants do not intend to continuously monitor the emission of fluorides from each of the Inola Smelter's sources of fluoride emissions.

28. Admit that EGA will own, directly or indirectly, sixty percent (60%) of the entity that will own the Inola Smelter.

29. Admit that no public official, and no member of a public official's immediate family, holds, directly or indirectly, any ownership interest in Aluminum Oklahoma, LLC or in the entity that will own the Inola Smelter, or receives or is entitled to receive any direct or indirect financial benefit from any investment by a foreign government, or by an affiliate of a foreign government, in the Venture or the Inola Smelter.

30. Admit that neither Defendant holds title to the Property.

31. Admit that the Venture was secured as part of a government-to-government strategic partnership between the United States and the United Arab Emirates announced in Abu

Dhabi on or about May 15, 2025.

32. Admit that no Kushner Entity holds, directly or indirectly, any ownership or control interest in EGA, the Venture, or the Inola Smelter.

33. Admit that no person acting on behalf of You, EGA, or the Venture has communicated with any Kushner Entity concerning the Inola Smelter.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify each person or entity that holds, or has the right to acquire, any ownership or control interest in You, and for each state the nature, percentage, and form of the interest and the date it was acquired. For a Defendant whose equity is publicly traded, this Interrogatory is limited to each person or entity that beneficially owns, or has the right to acquire, five percent (5%) or more of any class of its equity.

INTERROGATORY NO. 2:

Identify each person or entity that holds, or has the right to acquire, any ownership or control interest in the Venture or the Inola Smelter, and for each state the nature, percentage, and form of the interest, its complete chain of ownership and control through every intermediary person or entity, and the name, citizenship or place of organization, and interest of each ultimate beneficial owner.

INTERROGATORY NO. 3:

Identify every Trust that holds, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, and for each Trust Identify the settlor(s), trustee(s), and beneficiary(ies) and describe the nature and percentage of the interest held.

INTERROGATORY NO. 4:

State whether any public official, any member of a public official's immediate family, or any entity, Trust, or foreign investment vehicle in which any such person holds an interest, serves as a fiduciary, or receives a financial benefit, holds or has the right to acquire any ownership or control interest in You, the Venture, or the Inola Smelter; is a party to any agreement under which such person is entitled to any payment or thing of value in connection with the Inola Smelter; or receives or is entitled to receive any direct or indirect financial benefit from any investment by a foreign government, or by an affiliate of a foreign government, in You, the Venture, or the Inola Smelter. If so, Identify the person, the interest, agreement, or financial benefit, and how it is held or received.

INTERROGATORY NO. 5:

Identify every foreign investment vehicle that holds, or has the right to acquire, any ownership or control interest in You, the Venture, or the Inola Smelter, or that has provided or committed to provide financing for the Inola Smelter, and for each Identify the foreign government or affiliate of a foreign government that is an investor in or source of capital for the vehicle, and Identify each public official or member of a public official's immediate family who is a principal, manager, general partner, adviser, or beneficiary of the vehicle.

INTERROGATORY NO. 6:

Identify every agreement that governs the formation, ownership, governance, management, or operation of the Venture or the Inola Smelter, including any joint development agreement, shareholders' or operating agreement, management or operating services agreement, and technology license or transfer agreement concerning the pot technology to be used at the Inola Smelter. For each, Identify the parties and state which person or entity will own the Inola Smelter,

hold its air quality permit, operate it, employ its workforce, and hold title to or a leasehold in the Property.

INTERROGATORY NO. 7:

Identify the owner of record of each parcel comprising the Property, and Identify every deed, lease, option, purchase agreement, memorandum of understanding, or other agreement under which You, the Venture, or any affiliate holds or may acquire any interest in the Property, including any agreement with the City of Tulsa-Rogers County Port Authority or Tulsa Ports, and state the current status of each.

INTERROGATORY NO. 8:

Identify each person or entity that has provided, committed to provide, or negotiated to provide financing, capital, equity, debt, guarantees, credit support, or other funding for the Inola Smelter, and for each describe the nature and amount of the funding, its source, and any interest or thing of value received or to be received in exchange.

INTERROGATORY NO. 9:

Identify every grant, loan, loan guarantee, tax credit, rebate, abatement, incentive, or other financial assistance sought or received from any governmental body in connection with the Inola Smelter, including the award of up to $500 million from the United States Department of Energy and the incentives authorized by House Bill 2781 (2025), and for each state the amount, the status, each condition on receipt or retention, and whether any condition has been satisfied.

INTERROGATORY NO. 10:

State whether a final investment decision to construct the Inola Smelter has been made. If not, Identify each condition that must be satisfied before that decision is made, including

completion of detailed engineering work, execution of a power supply agreement with Public Service Company of Oklahoma, receipt of the Department of Energy award, receipt of permits, and arrangement of financing, and state the current status of each condition.

INTERROGATORY NO. 11:

Identify any agreement or arrangement, including any side letter, option, profit-sharing, consulting, advisory, finder's-fee, lobbying, or similar agreement, under which any person or entity is entitled to receive, contingent on the approval, permitting, financing, construction, or operation of the Inola Smelter, any payment, interest, or thing of value, and Identify the parties to each such agreement.

INTERROGATORY NO. 12:

Identify every foreign government and every foreign adversary that holds, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, or that has provided or committed to provide any financing for the Inola Smelter, and for each state the nature, percentage, and form of the interest or financing and the chain through which it is held.

INTERROGATORY NO. 13:

Identify every filing, notice, declaration, certification, or submission made by or on behalf of You, EGA, or the Venture to any governmental body concerning the foreign ownership, control, or influence of the Venture or the Inola Smelter, including any filing with the Committee on Foreign Investment in the United States, any certification or disclosure made to the United States Department of Energy in connection with all awards Identifiedin Interrogatory No. 9, and any filing with the United States Department of the Treasury or Department of Commerce, and state the status or outcome of each.

INTERROGATORY NO. 14:

For each Raw Material, Identify the anticipated producer, country of origin, supplier, trader, and shipper for the Inola Smelter, Identify each supply agreement, term sheet, or letter of intent, and state whether any producer, supplier, trader, shipper, intermediary, or financier in that supply chain is owned or controlled by, or has within the past five years entered into any contract with, the Government of Iran, any foreign adversary, or any sanctioned person.

INTERROGATORY NO. 15:

For each emission factor used in the Permit Application to project emissions of fluorides, including hydrogen fluoride and particulate fluoride, and of particulate matter from the Inola Smelter, Identify the source of the factor, including the facility, pot technology, and time period of the underlying data, Identify each test report or data set from which the factor was derived, and Identify each person who selected or approved the factor.

INTERROGATORY NO. 16:

Identify each respect in which the pot technology, pot design, gas treatment, anode baking, fume capture, or operating parameters of the Inola Smelter will differ from those of the Al Taweelah Smelter, and Identify every test, study, analysis, or data set on which You rely for the proposition that emissions data from the Al Taweelah Smelter are representative of the Inola Smelter.

INTERROGATORY NO. 17:

State the current status and anticipated completion date of the detailed engineering and design of the Inola Smelter, separately for the air pollution control systems, the potlines and potrooms, the gas treatment centers, the anode plant and anode bake furnaces, and the water,

wastewater, and waste management systems, and Identify each engineering firm engaged for that work.

INTERROGATORY NO. 18:

Identify every analysis, study, model, or assessment, whether completed or in progress, that You have conducted or commissioned concerning the deposition, concentration, or effects of fluorides or any other pollutant emitted from the Inola Smelter on air, soil, vegetation, crops, livestock, groundwater, surface water, or human health in any part of the Surrounding Area, and for each Identify the author, the date, the geographic area covered, and the conclusions reached.

INTERROGATORY NO. 19:

Identify every analysis, study, or assessment, whether completed or in progress, that You have conducted or commissioned concerning the generation, handling, storage, transportation, or disposal of spent pot lining, other hazardous waste, or solid waste from the Inola Smelter; wastewater treatment, wastewater discharges and stormwater runoff from the Inola Smelter or the Property; the Inola Smelter's water consumption; the transportation of Raw Materials to and products from the Inola Smelter; and the demand the Inola Smelter will place on the electric grid, and for each Identify the author, the date, and the conclusions reached.

INTERROGATORY NO. 20:

Describe the emissions monitoring You intend to conduct at the Inola Smelter for fluorides and for each other regulated pollutant at each emission point, including the potroom roof vents, the gas treatment center stacks, the anode bake furnace stacks, and the anode plant, state for each whether the monitoring will be continuous, and for each pollutant and emission point that will not be continuously monitored state the basis for that decision.

INTERROGATORY NO. 21:

Identify each deficiency, request for additional information, or comment that DEQ has communicated to You concerning the Permit Application, including those communicated in DEQ's letter of July 2, 2026, and describe Your response to each, including every revision made to the projected emissions of fluorides and the basis for each revision.

INTERROGATORY NO. 22:

Identify every comment, submission, or Communication made by or on behalf of You, EGA, or the Venture, or by any trade association or lobbyist acting on Your behalf, to the United States Environmental Protection Agency, DEQ, the Oklahoma Environmental Quality Board, the Oklahoma Air Quality Advisory Council, the Oklahoma Legislature, or any public official since January 1, 2020, that sought to adopt, amend, delay, rescind, or relax any air quality standard, rule, or permit requirement applicable to primary aluminum smelters, or any tariff on imported aluminum imposed under Section 232 of the Trade Expansion Act of 1962, including the National Emission Standards for Hazardous Air Pollutants for Primary Aluminum Reduction Plants, 40 C.F.R. Part 63, Subpart LL, and DEQ's proposed Emission Reduction Credit rule, OAC 252:100, amendments to Subchapters 7 and 8 and new Subchapter 10.

INTERROGATORY NO. 23:

Identify each contract, purchase order, or engagement for site preparation, grading, construction, procurement, or construction management for the Inola Smelter, including any engagement of Bechtel Corporation, and for each state the parties, the date, the scope of work, and the status; describe all work performed on the Property to date; and state the date on which You currently expect site preparation and construction of the Inola Smelter to begin.

INTERROGATORY NO. 24:

If You contend that the emission rates for fluorides stated in the Permit Application are a theoretical maximum or otherwise overstate the emissions that the Inola Smelter will actually produce, state the emissions of total fluorides, hydrogen fluoride, and particulate fluoride that You expect the Inola Smelter to actually produce, expressed as pounds per ton of aluminum produced and tons per year, and state every fact and Identify every Document on which that expectation is based.

INTERROGATORY NO. 25:

State whether any insurance policy may provide coverage for the claims asserted in this action or for any judgment entered in it, and for each such policy Identify the insurer, the policy number, the policy period, and the limits of coverage, and state whether the insurer has reserved rights or denied coverage.

INTERROGATORY NO. 26:

Identify each person You expect to call as an expert witness at any hearing or at trial in this action, and for each state the subject matter on which the person is expected to testify, the substance of the facts and opinions to which the person is expected to testify, and a summary of the grounds for each opinion.

INTERROGATORY NO. 27:

Identify each person who provided information used in answering these Interrogatories or in responding to the Requests for Admission set forth above, and for each state the Interrogatories or Requests to which the person contributed.

INTERROGATORY NO. 28:

Identify every Communication, meeting, or agreement between You, EGA, the Venture, or any person acting on behalf of any of them, and any Kushner Entity concerning the Inola Smelter, the Venture, the strategic partnership between the United States and the United Arab Emirates announced in May 2025, tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962, or financial assistance from any governmental body for the Inola Smelter, and for each state the date, the participants, and the substance.

INTERROGATORY NO. 29:

State whether any Kushner Entity holds, has held, or has the right to acquire, directly or indirectly, any ownership or control interest in, or has received or is entitled to receive any financial benefit from, You, EGA, the Venture, the Inola Smelter, or any UAE Government Entity that holds an ownership or control interest in EGA or the Venture, and if so Identify each such interest and financial benefit, its source, its amount, and the person or entity through which it is held or paid.

INTERROGATORY NO. 30:

For each Request for Admission set forth above that You do not admit without qualification, state each fact on which You base Your denial or qualification, Identify each person with knowledge of those facts, and Identify each Document that supports Your response.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All organizational and governance Documents for You and for the Venture, including articles or certificates of formation or incorporation, operating agreements, partnership agreements, bylaws, joint development or joint venture agreements, shareholders' agreements, and

all amendments thereto.

REQUEST FOR PRODUCTION NO. 2:

All Documents identifying the ownership and control structure of You, the Venture, and the Inola Smelter, including capitalization tables, membership ledgers, stock or unit registers, ownership schedules, and organizational charts.

REQUEST FOR PRODUCTION NO. 3:

Documents sufficient to Identify each ultimate beneficial owner of You, the Venture, and the Inola Smelter, including any beneficial ownership information report or certification prepared under 31 C.F.R. § 1010.380 or any comparable law, and any beneficial ownership certification provided to any lender, governmental body, or counterparty in connection with the Inola Smelter.

REQUEST FOR PRODUCTION NO. 4:

All trust instruments, declarations of trust, and related Documents for any Trust holding, directly or indirectly, any ownership or control interest in You, the Venture, or the Inola Smelter, sufficient to Identify the settlor(s), trustee(s), and beneficiary(ies).

REQUEST FOR PRODUCTION NO. 5:

All Documents concerning any ownership or control interest in You, the Venture, or the Inola Smelter held by, or held for the benefit of, any public official, any member of a public official's immediate family, or any entity, Trust, or foreign investment vehicle in which any such person holds an interest, serves as a fiduciary, or receives a financial benefit; all Documents concerning any agreement under which any such person is entitled to any payment or thing of value in connection with the Inola Smelter; and all Documents concerning any direct or indirect financial benefit received or to be received by any such person from any investment by a foreign

government, or by an affiliate of a foreign government, in You, the Venture, or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 6:

All Documents concerning any foreign investment vehicle that holds or may acquire any ownership or control interest in, or has provided or committed to provide financing for, You, the Venture, or the Inola Smelter, including Documents sufficient to Identify each investor in and source of capital for the vehicle and each person who manages or advises it.

REQUEST FOR PRODUCTION NO. 7:

All agreements identified in Your answer to Interrogatory No. 6, including every management, operating services, and technology license or transfer agreement concerning the Inola Smelter, and all Documents sufficient to show which person or entity will own the Inola Smelter, hold its air quality permit, operate it, and employ its workforce.

REQUEST FOR PRODUCTION NO. 8:

All deeds, leases, options, purchase agreements, memoranda of understanding, title commitments, and other Documents concerning any interest in the Property, including all agreements and Communications with the City of Tulsa-Rogers County Port Authority or Tulsa Ports concerning the Property.

REQUEST FOR PRODUCTION NO. 9:

All Documents concerning the financing or capitalization of the Inola Smelter, including term sheets, commitment letters, subscription agreements, loan and security agreements, guarantees, credit support arrangements, and investor, lender, or member Communications regarding the acquisition of any interest in or the funding of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 10:

All Documents concerning any grant, loan, loan guarantee, tax credit, rebate, abatement, incentive, or other financial assistance sought or received from any governmental body in connection with the Inola Smelter, including all applications, award agreements, conditions, certifications, compliance reports, and Communications concerning the United States Department of Energy award and the incentives authorized by House Bill 2781 (2025).

REQUEST FOR PRODUCTION NO. 11:

All Documents presented to or considered by the board of directors, board of managers, investment committee, or executive leadership of You, EGA, or the Venture concerning the decision to develop or invest in the Inola Smelter, including all materials concerning any final investment decision and the conditions to that decision.

REQUEST FOR PRODUCTION NO. 12:

All agreements and Communications concerning any side letter, option, profit-sharing, consulting, advisory, finder's-fee, lobbying, or similar arrangement under which any person or entity is entitled to any payment, interest, or thing of value contingent on the approval, permitting, financing, construction, or operation of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 13:

All Documents concerning any ownership or control interest in, or any financing of, You, the Venture, or the Inola Smelter held or provided, directly or indirectly, by any foreign government or foreign adversary.

REQUEST FOR PRODUCTION NO. 14:

All filings, notices, declarations, certifications, and submissions made to any governmental

body concerning the foreign ownership, control, or influence of the Venture or the Inola Smelter, including all Documents filed with or received from the Committee on Foreign Investment in the United States, the United States Department of Energy, the United States Department of the Treasury, and the United States Department of Commerce, and all Documents concerning any mitigation agreement, condition, or commitment arising from any such filing.

REQUEST FOR PRODUCTION NO. 15:

All agreements between Glencore and You, EGA, or the Venture that concern the Inola Smelter, including any agreement for the supply of Raw Materials, the purchase or marketing of metal, or the provision of financing or credit support, and all Documents concerning any ownership or control interest Glencore holds or may acquire in the Venture or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 16:

All Documents concerning each disclosure of Iran-related activity You have made under Section 13(r) of the Securities Exchange Act of 1934 since 2012, including each notice, certification, questionnaire response, or Communication You received from Glencore or any other affiliate concerning the activity disclosed, and all Documents concerning any decision not to disclose any Iran-related activity of any affiliate.

REQUEST FOR PRODUCTION NO. 17:

All supply agreements, term sheets, letters of intent, requests for proposal, bids, and Communications concerning the supply of each Raw Material to the Inola Smelter, and Documents sufficient to show the producer, country of origin, supplier, trader, and shipper of each Raw Material.

REQUEST FOR PRODUCTION NO. 18:

All Documents concerning any due diligence, know-your-customer review, or sanctions screening conducted on any actual or prospective supplier, trader, shipper, financier, investor, or counterparty in connection with the Inola Smelter, and all Documents concerning any actual or potential dealing by any such person with the Government of Iran, any foreign adversary, or any sanctioned person.

REQUEST FOR PRODUCTION NO. 19:

All sanctions and export-control compliance policies and procedures applicable to the Venture or the Inola Smelter, and all reviews, audits, memoranda, and opinions, whether internal or external, that address the application of United States sanctions laws to the Venture, the Inola Smelter, its financing, or its Raw Material supply chain.

REQUEST FOR PRODUCTION NO. 20:

All Documents concerning the derivation, selection, and approval of each emission factor used in the Permit Application, including all calculations, workpapers, and spreadsheets, and all Communications with EGA, Environmental Resources Management, or any other consultant concerning the emission factors.

REQUEST FOR PRODUCTION NO. 21:

All stack test reports, roof vent test reports, continuous emissions monitoring data, fluoride monitoring data, and emission inventories for the Al Taweelah Smelter from January 1, 2019, to the present that were provided to You, reviewed by You, or relied upon in preparing the Permit Application, and all Documents concerning the collection, validation, or adjustment of that data.

REQUEST FOR PRODUCTION NO. 22:

All Documents concerning differences between the design, pot technology, gas treatment, anode baking, fume capture, or operating parameters of the Inola Smelter and those of the Al Taweelah Smelter, and all Documents concerning whether emissions data from the Al Taweelah Smelter are representative of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 23:

All Documents concerning the design basis, front-end engineering design, front-end loading studies, and detailed engineering of the Inola Smelter, including all design status reports, engineering schedules, and Documents sufficient to show the current stage of design of the air pollution control systems, the potlines and potrooms, the gas treatment centers, the anode plant and anode bake furnaces, and the water, wastewater, and waste management systems.

REQUEST FOR PRODUCTION NO. 24:

All air dispersion modeling files for the Inola Smelter, including all AERMOD and other model input and output files, meteorological data files, receptor grids, building downwash analyses, emission inventories, MERPs analyses, and Class I area analyses, in native format, and all Communications with DEQ concerning the modeling protocol or modeling results.

REQUEST FOR PRODUCTION NO. 25:

All analyses, studies, models, assessments, and data, whether completed or in progress, concerning the deposition, concentration, or effects of fluorides or any other pollutant emitted from the Inola Smelter on air, soil, vegetation, crops, livestock, groundwater, surface water, or human health in any part of the Surrounding Area, and all Documents identified in Your answer to Interrogatory No. 18.

REQUEST FOR PRODUCTION NO. 26:

All analyses, studies, plans, and assessments, whether completed or in progress, concerning the generation, handling, storage, transportation, or disposal of spent pot lining, other hazardous waste, or solid waste from the Inola Smelter; wastewater treatment, wastewater discharges and stormwater runoff from the Inola Smelter or the Property; the Inola Smelter's water consumption and water supply; the transportation of Raw Materials to and products from the Inola Smelter; and the demand the Inola Smelter will place on the electric grid, and all Documents identified in Your answer to Interrogatory No. 19.

REQUEST FOR PRODUCTION NO. 27:

All Documents concerning the emissions monitoring to be conducted at the Inola Smelter, including all monitoring plans, continuous emissions monitoring evaluations, and Documents concerning any decision not to continuously monitor fluorides or any other pollutant at any emission point.

REQUEST FOR PRODUCTION NO. 28:

All Documents concerning the revision of the projected fluoride emissions from the Inola Smelter between the Permit Application as filed on February 9, 2026, and as amended on September 3, 2026, including all Documents concerning the fluoride emission rate per ton of aluminum produced, as used in each version and the reasons for any change.

REQUEST FOR PRODUCTION NO. 29:

All Communications with DEQ concerning the Permit Application, including all Communications concerning DEQ's letter of July 2, 2026, each deficiency or request for additional information identified by DEQ, and each response by You.

REQUEST FOR PRODUCTION NO. 30:

All notices of violation, inspection reports, consent orders, agreed orders, administrative orders, civil penalty assessments, demand letters, settlement agreements, judgments, corrective action plans, and other Documents concerning any enforcement action concerning air emissions, water discharges, or waste management at any primary aluminum smelter owned or operated by You or by EGA since January 1, 2010.

REQUEST FOR PRODUCTION NO. 31:

All Documents concerning Notice of Violation ENV20250003 issued by the Kentucky Division for Air Quality on August 4, 2025, including the inspection report for the May 21–22, 2025 compliance evaluation, the corrective action plan submitted on August 18, 2025, and all Communications with the Division for Air Quality concerning the Notice of Violation.

REQUEST FOR PRODUCTION NO. 32:

All Documents concerning any exceedance since January 1, 2013 of the total fluoride emission limit applicable to any potline at the primary aluminum smelter in Robards, Kentucky operated by Century Aluminum Sebree LLC, including malfunction reports, exceedance notifications, roof vent and stack sampling data, root cause analyses, and Communications with the Kentucky Division for Air Quality.

REQUEST FOR PRODUCTION NO. 33:

All insurance policies identified in Your answer to the Interrogatories, together with all reservation of rights letters and coverage correspondence concerning this action.

REQUEST FOR PRODUCTION NO. 34:

All comments, submissions, and Communications identified in Your answer to

Interrogatory No. 22, and all Communications with DEQ, the Oklahoma Environmental Quality Board, the Oklahoma Air Quality Advisory Council, or any public official concerning DEQ's proposed Emission Reduction Credit rule, OAC 252:100, amendments to Subchapters 7 and 8 and new Subchapter 10, and all Communications with any public official concerning tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962 as they relate to the Inola Smelter.

REQUEST FOR PRODUCTION NO. 35:

All financial models, projections, feasibility studies, and analyses concerning the economic viability, projected costs, projected revenues, or projected returns of the Inola Smelter, including every analysis of the effect on the Inola Smelter of the financial assistance identified in Your answer to Interrogatory No. 9 or of tariffs on imported primary aluminum.

REQUEST FOR PRODUCTION NO. 36:

All Communications between You, EGA, or the Venture and any public official concerning the Inola Smelter, including Communications concerning the Permit Application, the Property, financial assistance, legislation, or this action.

REQUEST FOR PRODUCTION NO. 37:

All Documents concerning the power supply for the Inola Smelter, including all agreements, term sheets, and Communications with Public Service Company of Oklahoma and all studies of the Inola Smelter's electricity demand.

REQUEST FOR PRODUCTION NO. 38:

All Documents identified in, relied upon in, or consulted in preparing Your answers to these Interrogatories, and all Documents on which You rely for any denial, in whole or in part, of

any of the Requests for Admission set forth above.

REQUEST FOR PRODUCTION NO. 39:

All contracts, purchase orders, engagements, schedules, and Communications concerning site preparation, grading, construction, procurement, or construction management for the Inola Smelter, including all Documents concerning the engagement of Bechtel Corporation, all construction schedules and milestone plans, and all Documents concerning work performed on the Property to date.

REQUEST FOR PRODUCTION NO. 40:

All Documents considered, reviewed, or relied upon by each affiant or declarant in preparing any affidavit or declaration filed with the PI Response, and all Documents concerning the contention in the PI Response that the fluoride emission rates stated in the Permit Application are a theoretical maximum.

REQUEST FOR PRODUCTION NO. 41:

All Documents on which You rely for each statement published on the Oklahoma Primary Aluminum "Answers Center" website concerning emissions, air quality, groundwater, waterways, soil, wastewater management, water usage, electricity usage, or the health or safety of persons, livestock, or crops in the vicinity of the Inola Smelter.

REQUEST FOR PRODUCTION NO. 42:

All Communications between You, EGA, the Venture, or any person acting on behalf of any of them and any Kushner Entity, and all Documents concerning any Communication, meeting, or agreement with any Kushner Entity, concerning the Inola Smelter, the Venture, the strategic partnership between the United States and the United Arab Emirates announced in May 2025,

tariffs on imported aluminum under Section 232 of the Trade Expansion Act of 1962, or financial assistance from any governmental body for the Inola Smelter.

REQUEST FOR PRODUCTION NO. 43:

All Documents concerning any ownership or control interest held, or any financial benefit received or to be received, by any Kushner Entity in or from You, EGA, the Venture, the Inola Smelter, or any UAE Government Entity that holds an ownership or control interest in EGA or the Venture.

REQUEST FOR PRODUCTION NO. 44:

Documents sufficient to show the source of all funds that EGA or any UAE Government Entity has contributed, loaned, guaranteed, or committed to the Venture or the Inola Smelter, including the originating bank and account holder for each transfer, and all Documents concerning any involvement of First Abu Dhabi Bank, the Watani Al Emarat Foundation, or any bank located in Azerbaijan in the funding of the Venture or the Inola Smelter.

REQUEST FOR PRODUCTION NO. 45:

All Documents concerning the strategic partnership between the United States and the United Arab Emirates announced on or about May 15, 2025 as it relates to the Inola Smelter, including all Communications with the Executive Office of the President, the United States Department of Commerce, the United States Department of Energy, or any UAE Government Entity concerning the inclusion of the Inola Smelter in that partnership.

Respectfully submitted,

_____

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CERTIFICATE OF SERVICE

I certify that on the 9th day of November, 2026, a true and correct copy of the foregoing was mailed, postage prepaid, to:

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EXHIBIT 5

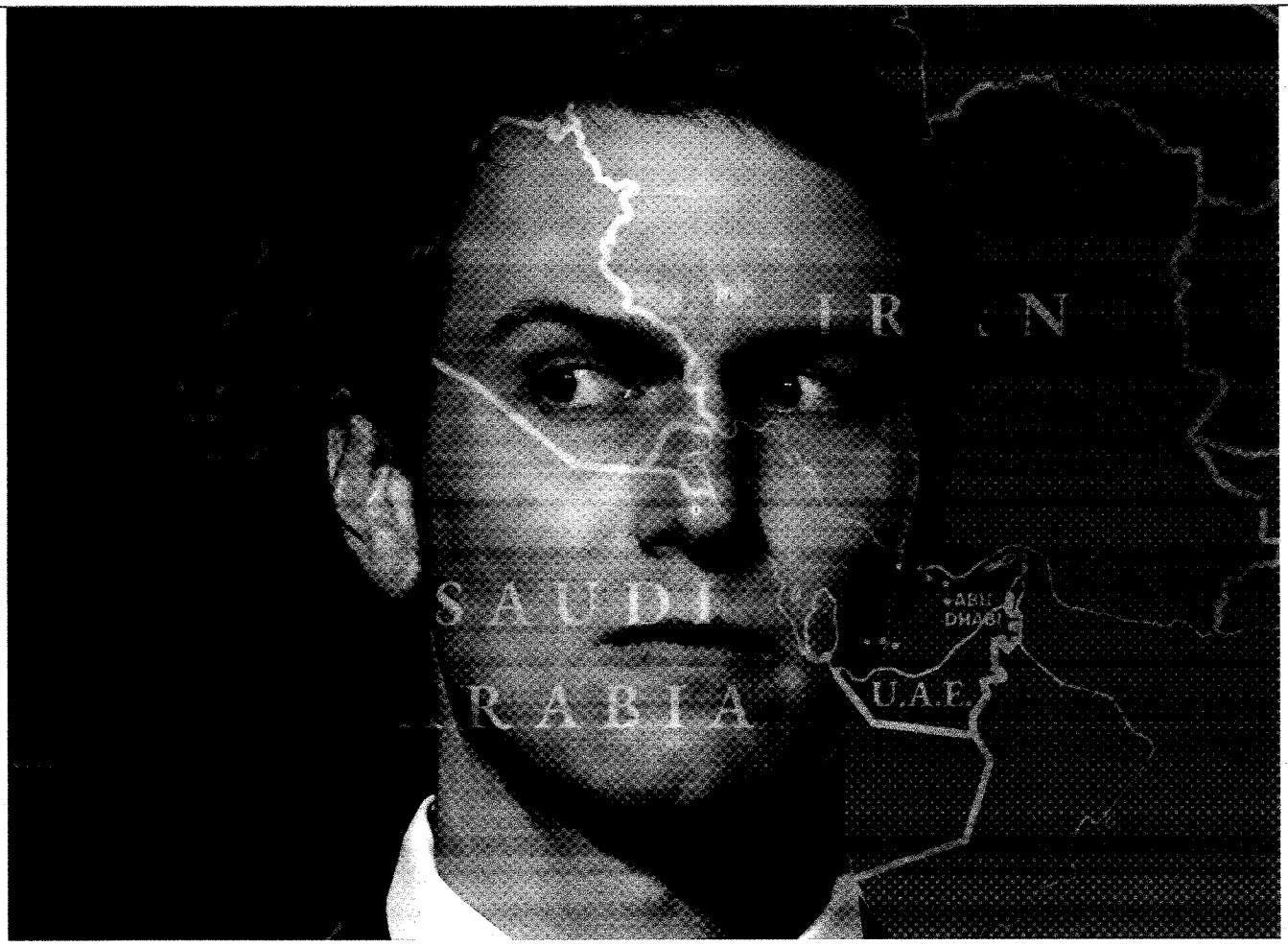
EXCERPT

The Art of the Deal: Jared Kushner's Hacked Phone Revealed His Secret Negotiations—Including More Than $700 Million in Transfers

An exclusive excerpt from *Princes and Thieves: Jared Kushner and Mohamed bin Zayed's Secret Plot to Remake the Middle East* examines how bank accounts linked the president's son-in-law—and former senior adviser—to Israel, the UAE, and Saudi Arabia.

BY MARK COLE

OCTOBER 28, 2026



GETTY IMAGES; ILLUSTRATOR CHRISTIAN ZELAYA

SAVE THIS STORY

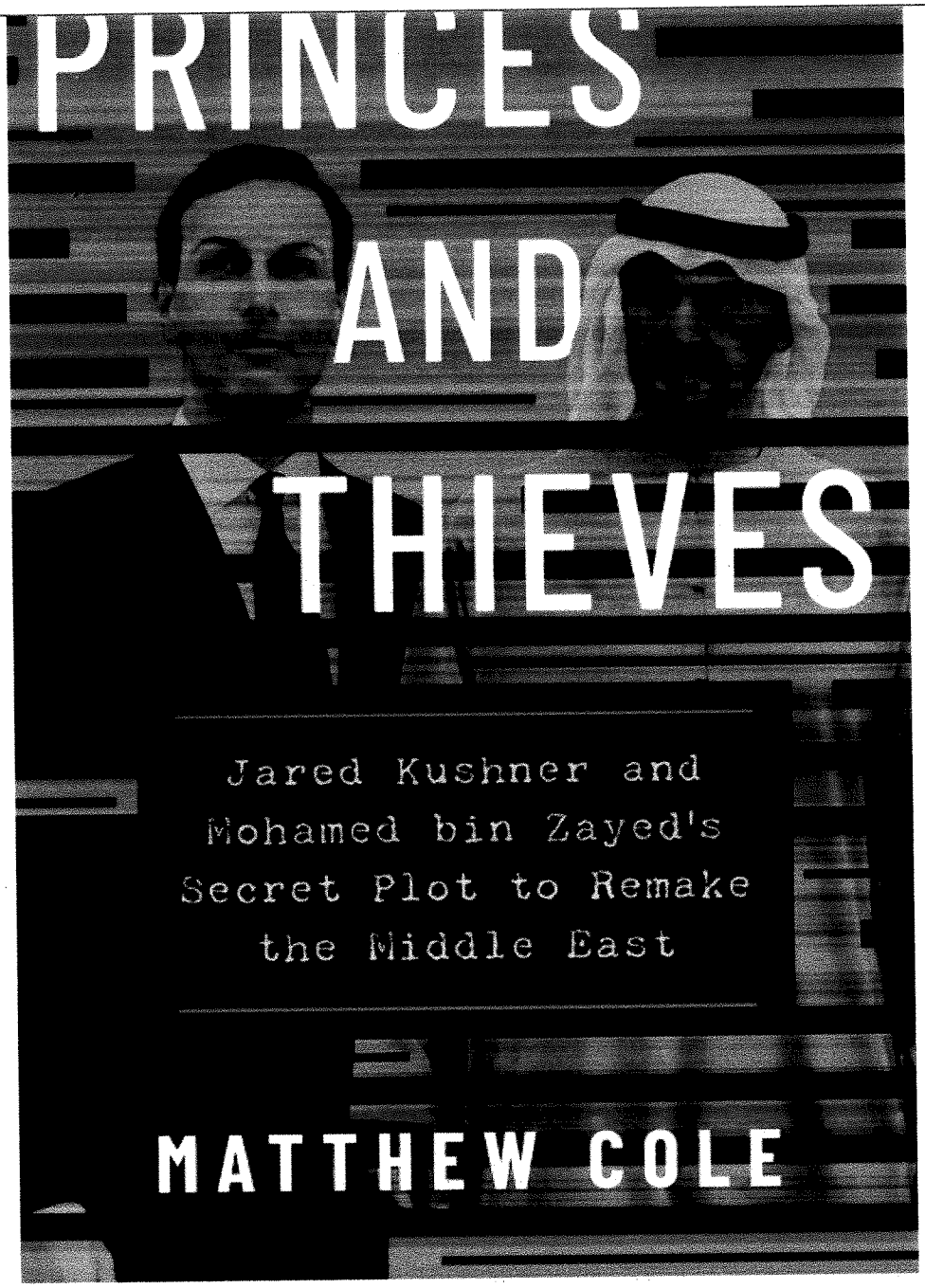
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In late spring 2020, a source I knew to be reliable called me with a story. The Dutch government had hacked into Jared Kushner's phone and monitored him as he accessed a Dubai-based bank account. What was odd, the source said, was that the money in the account—hundreds of millions of dollars—had come from a bank in Azerbaijan. Most importantly, Kushner appeared to have transferred significant amounts of money from the Dubai account to other individuals, including a warlord, a mercenary and a one-time hit man. The story sounded preposterous, I told my source. And yet.

whim, whether they knew anything about Kushner and bank transfers from a UAE account. My acquaintance grew quiet. Then they replied, "Yes."

Over the next four years, I came to learn that, sometime in late 2017, the Netherlands Defense Intelligence and Security Service (MIVD) made a startling discovery. A General Staff of the Armed Forces of the Russian Federation (GRU) operative, a dark web hacker specializing in stolen bank data, was traveling to the UK for an espionage mission. They reached out to the British government for permission to apprehend him when he arrived. The British agreed.

When the Russian national arrived in England, the Dutch informed him that he had two options: he could work for them against the GRU, or the British would arrest him. Once in UK government custody, the operative would be charged with espionage. If convicted, he would spend years in a British prison. The Russian chose to change his employer.



'Princes and Thieves: Jared Kushner and Mohamed bin Zayed's Secret Plot to Remake the Middle East' by Matthew Cole

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sensitive assets. Located in Kostov, Russia, the GRU's hacking and cyber team operated a remote server on which they stored some of their bounty. During their search through these secret files, the Dutch found something astonishing: screenshots of Jared Kushner's iPhone.

In The Hague, the MIVD hacking team tried to reverse engineer the Russian penetration of Kushner's iPhone. Kushner owned what was then the latest model, the iPhone X. Released in November 2017, it featured Face ID, a state-of-the-art security feature that Apple had promoted at its launch. The Dutch team had been trying to pick the phone's door lock, so to speak, when it occurred to them that the Russians may have found an unlocked window to gain entry instead. Their hypothesis was correct. By early 2018, the MIVD had found a vulnerability in the iPhone that gave them access. The security exploit wasn't perfect, however. Some malware allows a hacker to turn a victim's phone into a microphone and video camera, turn the phone on or off, and pull and add files. The Dutch solution did not provide that level of access. Instead, when Kushner used the phone, they could see his screen. Almost as soon as they got inside, the intelligence service began capturing every image of Kushner's screen as he used it, filing their own cache of surveillance on their internal computer servers.

As they monitored Kushner's phone, they discovered he used it to log in to a UAE bank account. By the time the Dutch spies had visibility into the phone, the account had received hundreds of millions of dollars from a bank in Azerbaijan. Their initial assessment was that the bank account was affiliated with the government there.

> "Jared was looking for shortcuts in his diplomacy," a source who knew of the UAE's deal with Kushner said.

Everything they worked on had a tinge of Russian conspiracy. A little over a year into Trump's first presidency, the MIVD, like FBI agents and federal prosecutors in Washington working on the Robert Mueller investigation, had only part of the story.

Kushner, UAE ruler Mohamed bin Zayed (MBZ) and Mohammed bin Salman (MBS) of Saudi Arabia, converged at an auspicious moment. MBS wanted to be crown prince. MBZ wanted to blow up Obama's Iran nuclear deal, and Kushner wanted both to help him force the Palestinians into a deal that Israel would accept. Despite the perception of his wealth, Kushner was not entirely financially independent of his parents, and the family business, Kushner Companies, faced a billion-dollar loan coming due on their trophy property, the Manhattan office building at 666 Fifth Avenue.

Early in the first Trump administration, MBZ and MBS offered to pay for a slush fund dedicated to helping the new administration with foreign policy goals. The idea was to help pay for Trump's promised wall between Mexico and the US, for example, in an effort to secure a second term in the White House. The two Arab royals initially discussed with Kushner putting more than $10 billion into the effort. Within months, though, as MBZ pushed the Trump administration to help back MBS's effort to become his country's crown prince—and future king—the broader foreign policy slush fund idea fizzled. Instead, MBZ and MBS initially, and then MBZ alone, put at least $2 billion into at least two bank accounts for Kushner. It is unclear how the royals organized their $2 billion in combined payments, but they effectively split the cost. For the purposes of explanation, it is best to understand where and how each bank account was controlled.

> "The Emiratis and the Saudis do this once a year. A billion or two is nothing for them, and if it gets them what they want, it's money well spent."

overseen by MBZ's brother, Tahnoon bin Zayed, who served as the bank's chairman.

Beginning in 2017, the Saudis and Emiratis transferred roughly $750 million into the Alpha account. Alpha would be used as a foreign policy fund. This money would be overseen and partially managed by Kushner and MBZ, who, in their effort to strike a grand bargain to end the Israeli-Palestinian conflict, believed the region's map needed to be redrawn.

"Jared was looking for shortcuts in his diplomacy," a source who knew of the UAE's deal with Kushner said. This person held discussions with both senior UAE and Israeli officials about the secret financial arrangement between Kushner, the UAE, and, at least initially, Saudi Arabia. "Jared promised MBZ that he'd push their agenda with Trump if they participated in a fund. He wanted normalization with Israel so that business could take off." A slush fund—a shared pool of money for off-the-books diplomatic objectives—was a common form of Gulf Arab government corruption, this person explained. "The Emiratis and the Saudis do this once a year. A billion or two is nothing for them, and if it gets them what they want, it's money well spent."

The Alpha account looked like the funding source of a UAE government program, by which MBZ paid his bureaucrats their salaries or funded government-run schools. But how and through whom the money flowed into the Alpha account revealed that it was intended to remain secret, more akin to a covert and illicit scheme, given that it was managed in part by a senior advisor to the president of the United States.

The Dutch spies who monitored the Alpha account noted that all of it was sent by a bank in Azerbaijan in American dollars. Azerbaijan plays a unique role in money laundering. Its central bank maintains high levels of US dollars in its reserves but does not adhere to the highest standards of bank transparency. As a result, Azerbaijani banks have well-established but unadvertised practices of serving as way stations for large transfers, in

percent fee on the transaction, some Azerbaijani banks will accept a transfer from a client who wishes to move Saudi riyals or Emirati dirhams totaling hundreds of millions of dollars. The Saudi or Emirati client sends the money to the Azerbaijani bank, which then uses a different internal bank account to transfer the equivalent US dollars to the client's requested destination. For auditors, this shadow trade can't be discerned.

A shallow audit, as the Dutch tried while monitoring Kushner's iPhone, revealed nothing more than what appeared to be an Azerbaijani government–linked bank account that sent hundreds of millions of dollars to an account in Dubai. But there was another aspect of the Alpha account that the Dutch couldn't see or understand, one that helped reveal the secret purpose of the money. Kushner did not own the bank account at First Abu Dhabi Bank. He was a signatory for an account managed and owned by an Emirati charity.

When MBZ and MBS first began contributing to the Alpha account in 2017, the Watani Al Emarat Foundation, a UAE government-funded charity, was run by Dherar Belhoul Al Falasi. Al Falasi was a technocrat and a member of the Federal National Council, and friends with one of MBZ's closest friends and advisors. As a result, Al Falasi and the Watani Foundation had a second mission. The charity was used as a cover to move money in support of the country's secret military and intelligence operations overseas. Under the Watani cover, Al Falasi helped facilitate the UAE's secret weapons-purchasing programs, one confidential source who had direct knowledge of the charity's proliferation program revealed. This source said that the Emiratis believed that the program's status as a charity made its international transactions less likely to be scrutinized and therefore served as a useful cover for funding MBZ and his brother's secret wars.

MBZ and Tahnoon made Kushner a signatory on the Alpha account with Watani. As a signatory, Jared had access to it and could, in theory, make transactions, but it technically

and ran secret foreign programs, maintaining the account, again, with presidential approval and congressional disclosure, Kushner's conduct would have been within his job's responsibilities. But he was not the director of the CIA, whose position is approved by the Senate and whose operations are overseen and accountable to Congress. Instead, Kushner was overseen only by his father-in-law, who, according to four senior Trump administration officials—two national security advisors, a White House chief of staff, and a former CIA director—were unaware of any presidential authorization for Kushner to access a foreign government bank account. (Kushner's counsel, however, said Kushner did not make any agreements or arrangements with leaders or officials in foreign countries that were not agreed to by the President of the United States and in the best interests of the United States.)

Regardless of whether he was a signatory or the owner, Jared was required by federal government regulations and the Internal Revenue Service to disclose his access to the account. Unless disclosed to and approved by the US government and reported on his tax returns, Kushner's access to the Alpha account may have violated US law. (A lawyer for Mr. Kushner denied that his client had any knowledge of or connection to Al Falasi, the Watani charity, or a UAE bank account and stated that he had complied with all legal requirements when dealing with foreign governments.)

In addition to the Alpha bank account, MBZ put money into at least one other account intended for Kushner. By the spring of 2018, the crown prince had moved roughly $1 billion to Israel via Azerbaijan for Kushner. We will refer to this account as the Beta bank account. It is unclear how Israeli Prime Minister Benjamin Netanyahu first learned of MBZ's money for Kushner, but a person briefed on the Beta account told me that the prime minister encouraged Kushner to have the money deposited in the Israeli Central Bank, in what

knowledge of the money, its allocation was for Kushner's personal benefit. But as with the Alpha account, there were clues in the way the Beta account was managed.



President Donald Trump with Jared Kushner and Israel Prime Minister Benjamin Netanyahu in 2017. GPO/GETTY IMAGES

Israel's Central Bank does not operate personal accounts. The bank holds and transfers only government funds. The government accounts use a dual-key system, which requires two authorized individuals to make any transfers from the account as an oversight

~~from the Beta account.~~

To do so, Kushner passed his messages through Ambassador David M. Friedman, who frequently met with Netanyahu. With the money in the Central Bank, it would be difficult, if not impossible, to connect MBZ's payment to Jared. It is unclear if spies in the Netherlands had any indication of the Beta account. (Ambassador Friedman denied that he had any knowledge of, or involvement with, any UAE money made available to Kushner, or that he passed messages on Kushner's behalf. "I know absolutely nothing about any of these allegations," Friedman said, "and the specific allegations about me or my alleged involvement in this alleged scheme are 100% false." Kushner's counsel also said Kushner "has no idea" about any such account, and insisted that "there are no accounts and never were.")

Apparently, Kushner faced the challenge of moving money from the Beta account in Israel to other accounts where he could have untraceable access to the funds. One person who worked with Kushner to move the money out of Israel said that much of it went to bank accounts in Cyprus before being moved elsewhere.

During Kushner's secret financial arrangement with MBZ, he helped negotiate a third, altogether distinct account. As part of what was, at the time, a secret warming of diplomatic relations between Israel and the UAE, Kushner helped negotiate an agreement by Israel to help defend the UAE from a major Iranian military attack. The UAE needed to cover the cost of the emergency defense, however, and the government secretly made another transfer to Israel's Central Bank. This was something like a rainy-day defense fund. Combined, the three accounts represented a secret foreign policy negotiated by Kushner with the leaders of Israel, the UAE and Saudi Arabia.

official government employee. Not only did his position require financial disclosures for ethics regulations, but each year he worked in the White House, he had to file both a public and confidential financial form, known as the Executive Branch Personnel Public Financial Disclosure Report, also known as a 278e disclosure. Because he had access to classified government secrets, Kushner was required to disclose any bank account to which he had signatory—or beneficiary—access.

Kushner's apparent betrayal of the public trust, however, went further than his failure to disclose the secret Alpha account in the UAE or the Beta account in Israel. By giving him access to roughly $2 billion, regardless of how the money was used, MBZ and MBS were paying for his influence within the US government. Any efforts he made to shape US policy that came from a foreign government that had provided him with money would make him an agent of a foreign power. US law requires citizens who lobby on behalf of a foreign power to declare themselves and the country they are working on behalf of to the Justice Department.

One former prosecutor who worked on the Mueller investigation said that if Kushner promised anything to MBZ and MBS in return for the money they offered him—even if it was just speaking to his father-in-law—he may have violated federal bribery laws, as well as the foreign agent statute. (Mr. Kushner's lawyer denied that Kushner violated any laws while serving in the White House.)

From PRINCES AND THIEVES: Jared Kushner and Mohamed bin Zayed's Secret Plot to Remake the Middle East by Matthew Cole. Copyright © 2026 by Matthew Cole. To be published by One Signal Publisher/Atria Books, an Imprint of Simon & Schuster, LLC.

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