

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

<b>ELECTRONIC TARIFF FILING OF BIG RIVERS</b>	)	
<b>ELECTRIC CORPORATION OF A RETAIL</b>	)	
<b>ELECTRIC SERVICE AGREEMENT WITH</b>	)	<b>Case No. 2026-00115</b>
<b>JUSTIFIED DATAPOWER LLC, A SUBSIDIARY</b>	)	
<b>OF TERAWULF INC.</b>	)	

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**INITIAL DATA REQUESTS OF THE ATTORNEY GENERAL**

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Comes now the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention (“Attorney General”), and submits these Data Requests to Big Rivers Electric Corporation (hereinafter “Big Rivers,” “BREC,” or “company”) to be answered by the date provided on the scheduling order and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate requested item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the companies receive or generate additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.
- (5) Each response shall be answered under oath or, for representatives of a public

or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, please request clarification directly from undersigned Counsel.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, please identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify undersigned Counsel as soon as possible, and in accordance with Commission direction.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams,

cables and telex messages; contracts, leases, insurance policies or other agreements; warnings and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda of conversations (telephonic or otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-readable media or other electronically maintained or transmitted information regardless of the media or

format in which they are stored, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the control of the company, please state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

(14) "And" and "or" should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

(15) "Each" and "any" should be considered to be both singular and plural, unless specifically stated otherwise.

Respectfully submitted,

RUSSELL COLEMAN  
ATTORNEY GENERAL



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J. MICHAEL WEST  
T. TOLAND LACY  
LAWRENCE W. COOK  
ANGELA M. GOAD  
JOHN G. HORNE II  
ASSISTANT ATTORNEYS GENERAL  
1024 CAPITAL CENTER DRIVE, SUITE 200  
FRANKFORT, KY 40601-8204  
PHONE: (502) 696-5433  
FAX: (502) 564-2698  
[Michael.West@ky.gov](mailto:Michael.West@ky.gov)  
[Thomas.Lacy@ky.gov](mailto:Thomas.Lacy@ky.gov)  
[Larry.Cook@ky.gov](mailto:Larry.Cook@ky.gov)  
[Angela.Goad@ky.gov](mailto:Angela.Goad@ky.gov)  
[John.Horne@ky.gov](mailto:John.Horne@ky.gov)

*Certificate of Service and Filing*

Pursuant to the Commission's Orders and in accord with all other applicable law, Counsel certifies that, on May 28, 2026, an electronic copy of the foregoing was served via the Commission's electronic filing system.

this 28th day of May, 2026.

A handwritten signature in blue ink, appearing to read "J. Michael New". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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Assistant Attorney General

*ELECTRONIC TARIFF FILING OF BIG RIVERS ELECTRIC CORPORATION OF A RETAIL ELECTRIC SERVICE AGREEMENT WITH JUSTIFIED DATAPOWER LLC, A SUBSIDIARY OF TERAWULF INC., Case No. 2026-00115*

**Data Requests**

1. Identify, and quantify where possible, all benefits BREC, Kenergy, and existing ratepayers will receive as a result of entering the proposed Service Agreement.
2. Identify, and quantify where possible, all risks presented to BREC, Kenergy, and existing ratepayers as a result of entering the proposed Service Agreement.
3. Provided unredacted copies of all documents filed with the Commission for the original tariff filing.
4. Did BREC perform a marginal cost analysis or similar study before entering the Service Agreement? If so, provide a copy. If not, provide an analysis demonstrating the revenues and costs of the project over its lifespan.
5. Provide a copy of all analysis performed by BREC as due diligence before entering the Service Agreement.
6. Did BREC or Terawulf perform an analysis of the economic impact of the project? If so, please provide a copy of that analysis.
7. Provide a detailed basis for the assertion that that project will create 80-100 permanent jobs and 800-1000 construction jobs.
  - a. What assurances, if any, are made that those jobs will be filled by local job seekers?
8. Describe any upgrades or repairs that have been or will need to be made to the system to serve the anticipated load. Explain who will pay for those upgrades or repairs and through what rate mechanism.
9. Provide a description of MISO EEA alert levels. Specifically, what types of events do or do not result in a Level 3 Alert allowing for curtailment?
10. Describe the \$3.5-\$4.0 billion capital investment. Specifically, how much of that investment would be subject to transfer to other location (i.e. computing equipment)?

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11. See RESA at 2.14. If the Customer installs “Behind the Meter Generation,” how will that impact its duty to purchase resources under the RESA?
12. The tariff filing states that the RESA creates “a minimum 482 MW take or pay obligation for the first 6 years, citing to Agreement, Exhibit A(5). Exhibit A(5) discusses changes to *maximum* contract demand after year 6. Where in the RESA do the parties specify that the minimum capacity to be taken for the initial six year period will be at least 482 MW?
13. The Initial Term of the RESA is predicated on a “Construction Completion Date.”
  - a. What triggers are in place to provide certainty to that date?
  - b. Is it possible that construction will never be undertaken or completed?
14. The tariff filing discusses “a data center tenant” at page 4.
  - a. Discuss how the data center will be developed and operated?
  - b. Will Justified and TeraWulf not be the operators?
  - c. Describe the greater than \$10 billion investment the data center tenant will make.