

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF	)	
OKLAHOMA GAS AND ELECTRIC COMPANY	)	
FOR AN ORDER OF THE COMMISSION	)	
APPROVING ITS NEW EXTRA LARGE LOAD	)	
TARIFF AND TERMS AND CONDITIONS OF	)	CASE NO. PUD2026-000046
SERVICE FOR EXTRA LARGE LOAD	)	
CUSTOMERS AND A REGULATORY ASSET TO	)	
RECOVER COSTS ASSOCIATED WITH	)	
PORTFOLIO OPTIMIZATION SOFTWARE	)	

Direct Testimony

of

Gwin Cash

on behalf of

Oklahoma Gas and Electric Company

June 17, 2026

Gwin Cash
Direct Testimony

1 Q. **Please state your name and business address.**

2 A. My name is Gwin Cash. My business address is 321 North Harvey, Oklahoma City,
3 Oklahoma 73102.
4

5 Q. **By whom are you employed and in what capacity?**

6 A. I am employed by Oklahoma Gas and Electric Company ("OG&E" or "Company") as
7 Senior Manager of Pricing, Rate Administration, and Load Analysis.
8

9 Q. **Please summarize your professional qualifications and educational background.**

10 A. I have worked for OG&E in various capacities for over 24 years. I joined the Company's
11 regulatory department in January 2015 as the Rate Administration Manager and in July of
12 2017 I assumed additional responsibilities as the manager of Cost of Service. In May of
13 2023, I became the manager of Pricing and Rate Administration. In November of 2025, I
14 became Senior Manager of Pricing, Rate Administration, and Load Analysis. My Pricing
15 responsibilities include oversight of the department's development of rates and charges in
16 the Company's retail electric tariffs. My Rate Administration responsibilities include
17 maintaining OG&E's tariffs on file with the regulatory commissions and ensuring
18 consistent application of these tariffs in the manner in which they are intended. My Load
19 Analysis responsibilities include oversight of the research of retail customer electric load,
20 primarily at the customer, class, and system levels; the construction of the Control Area
21 Load model; ad-hoc statistical analyses; and retrieval and analysis of customer usage data.
22 Additional duties include computing rider factors and monthly retail revenue reporting.
23 Prior to joining OG&E's regulatory department I worked as a Senior Business Analyst in
24 OG&E's Sales and Customer Support department and as a Workforce Analyst in OG&E's
25 Customer Service department. I received a Bachelor of Science in Applied Mathematics
26 with a Specialization in Computing from the University of California, Los Angeles in 1999.

1 Q. **What is the purpose of your testimony in this proceeding?**

2 A. The purpose of my testimony is to sponsor and describe in detail the proposed Extra Large
3 Power and Light (“XLPL”) tariff and Terms and Conditions of Service for Extra Large
4 Load Customers (“T&CXLLC”), which I am sponsoring as Direct Exhibits GC-1 and GC-
5 2, respectively. Specifically, I will walk through each section of both documents and
6 explain the provisions contained therein, so that the Commission has a complete and clear
7 understanding of the rates, terms, and conditions under which OG&E proposes to serve
8 certain large load customers. My testimony is filed in support of OG&E’s request that the
9 Commission approve the XLPL tariff and the accompanying T&CXLLC¹ as filed herein,
10 which are consistent with the requirements of Oklahoma House Bill 2992 (“HB 2992”) and
11 in compliance with the Commission’s Final Order No. 753440 in Case No. PUD2025-
12 000038.

13
14 **EXTRA LARGE POWER AND LIGHT TARIFF**

15 Q. **Please describe the XLPL tariff.**

16 A. The Extra Large Power and Light tariff, designated as the XLPL tariff, is a new retail
17 electric service rate schedule proposed by OG&E to serve customers whose electric
18 demands meet the requirements outlined in HB 2992. The tariff is applicable to any
19 customer meeting the definition of an Extra Large Load Customer as set forth in the
20 T&CXLLC, and service under the tariff requires execution of a Preliminary Agreement
21 (“PA”) and an Electric Service Agreement (“ESA”) as described in those T&CXLLC. As
22 described in detail below, there are also optional tariffs that are excluded and not
23 additionally available to XLPL.

24
25 Q. **Why is OG&E proposing the XLPL tariff at this time?**

26 A. The Oklahoma Corporation Commission (“Commission”) ordered OG&E to file for
27 approval of a new large load tariff by July 1, 2026.² HB 2992, which was recently passed
28 by the Oklahoma legislature, also becomes effective July 1, 2026, and requires electric
29 utilities to establish and maintain separate terms and conditions of electric service

¹ Direct Exhibit GC-2, Section 502

² Final Order 753440 in Case No. PUD2025-000038.

applicable to any large load customer, and create and maintain separate tariffs applicable to such large load customers.

Q. Please explain how the XLPL tariff differs from OG&E's existing large commercial and industrial tariffs.

A. The XLPL tariff differs from OG&E's existing large commercial and industrial tariffs in several respects specific to the rate design and structural provisions of the XLPL tariff. Fuel cost recovery, and energy-related costs for XLPL customers shall be excluded from the standard FCA recovery. Instead, XLPL customers will pay the hourly Southwest Power Pool Day-Ahead Locational Marginal Price for OG&E, adjusted for line losses, while remaining subject to their allocated share of all capacity and purchased power agreement costs recovered through the FCA.³ This treatment stands in contrast to OG&E's existing large commercial and industrial tariffs, such as LPL-1 and LPL-TOU, under which the standard FCA_{on}, FCA_{off}, and FCA_w factors are applied directly to the applicable energy components of the bill. With respect to minimum billing obligations, the XLPL tariff sets the billing demand floor at no less than 85 percent of the customer's Billing Contract Demand for the applicable billing month. It also imposes minimum billing energy obligations as well, with both the minimum billing demand and minimum billing energy serving as the billing determinants for rate design purposes in any general rate case or fixed cost recovery rider proceeding.^{4,5}

Q. What are the main sections of the XLPL tariff?

A. The XLPL tariff is organized into the following twenty principal sections:

1. EFFECTIVE IN
2. APPLICABILITY
3. PRICING
4. CUSTOMER CLASS PROTECTION CHARGE
5. CUSTOMER AFFORDABILITY CHARGE
6. DEFINITION OF SEASON
7. DETERMINATION OF MAXIMUM DEMAND
8. DETERMINATION OF BILLING DEMAND

³ Direct Exhibit GC-1, "APPLICATION OF FUEL COST ADJUSTMENT (FCA)".

⁴ Direct Exhibit GC-1, "MINIMUM BILL".

⁵ Direct Exhibit GC-2, Section 509.

9. BILLING CONTRACT DEMAND
10. POWER FACTOR CLAUSE
11. DETERMINATION OF BILLING ENERGY
12. SERVICE LEVELS
13. METERING ADJUSTMENT
14. APPLICATION OF FUEL COST ADJUSTMENT
15. LATE PAYMENT CHARGE
16. MINIMUM BILL
17. FRANCHISE PAYMENT
18. RIDERS
19. TERM
20. BILLING PERIOD

Q. Please explain the “EFFECTIVE IN” section.

A. This section describes the XLPL tariff as being effective in all territory served by OG&E in Oklahoma.⁶

Q. Please explain the “APPLICABILITY” section.

A. This section explains that the XLPL tariff is applicable to any customer meeting the definition of an Extra Large Load Customer as set forth in the T&CXLLC, which defines three distinct customer types.

- Customer Type 1 means any customer beginning service with OG&E after July 1, 2026, and expected to have an annual peak demand of 75 MW or more.
- Customer Type 2 means existing customers taking service before July 1, 2026, whose future billing demand is expected to either: (a) increase by 75 MW or more above their billing demand prior to July 1, 2026, or (b) increases its demand and has a total demand of 125 MW or more.
- Customer Type 3 means existing customers taking service before July 1, 2026, who may not be adding load, but whose service conditions are such that OG&E would be required to add generating capacity to meet a 75 MW or higher increase in demand for that existing customer.⁷

⁶ Direct Exhibit GC-1, “EFFECTIVE IN”.

⁷ Direct Exhibit GC-2, Section 502.

1 This section also states that the execution of a PA and an ESA is required for
2 Customer Type 1 and Customer Type 2, as set forth in the T&CXLLC. For Customer Type
3 3, the execution of a PA and an ESA may be required, at OG&E's discretion, depending on
4 the circumstances of service to that customer.⁸ All customers that meet one of these
5 definitions, regardless of type, are required to take service under the XLPL tariff.⁹

6 Additionally, optional tariff subscriptions are not available to customers taking
7 service under the XLPL tariff, including the Green Power Wind Rider, Renewable Energy
8 Program, Utility Solar Program, Load Reduction Rider, Day-Ahead Pricing and Flex Price
9 schedules, Economic Development Incentive Credit Rider, and the Energizing Renewable
10 Connections Rider.¹⁰

11
12 **Q. Please explain the "PRICING" section.**

13 **A.** The "PRICING" Section of the XLPL tariff establishes a pricing structure consisting of
14 three primary billing components: a monthly customer charge, capacity-based demand
15 charges, and time-differentiated energy charges, with the specific rates varying by service
16 level.¹¹ The pricing structure with respect to the Customer Charge, the Capacity Charge,
17 and the Energy Charges is identical to that of the Company's Large Power and Light Time-
18 of-Use ("LPL-TOU") tariff in that the Capacity Charge is a fixed year-round charge per
19 kW per month and the Energy Charges are time-differentiated rates during the Summer
20 Season and a single rate during the Winter Season. In addition to these charges, there is
21 also a Customer Class Protection Charge and a Customer Affordability Charge, both of
22 which are fixed monthly kW charges.¹²

23
24 **Q. Please explain how the Company determined the prices for the XLPL tariff.**

25 **A.** The initial prices for the Customer Charge, the Capacity Charge, and the Energy Charges
26 are the same as the existing Commission approved LPL-TOU rates. The Company is
27 selecting these prices because the LPL-TOU tariff is the current active tariff for which these

⁸ Direct Exhibit GC-2, Section 503.

⁹ Direct Exhibit GC-1, "APPLICABILITY".

¹⁰ *Id.*

¹¹ Direct Exhibit GC-1, "PRICING".

¹² *Id.*

extra large load customers would otherwise be eligible. There will be divergence between the LPL-TOU prices and the XLPL tariff in future general rate proceedings, based on cost-of-service study results and rate design. The Customer Class Protection Charge and the Customer Affordability Charge are discussed in further detail below. All demand and energy charges are assessed on the customer's Billing Demand and Billing Energy, respectively, as those terms are defined in the XLPL tariff.¹³

Q. **Please explain the "CUSTOMER CLASS PROTECTION CHARGE" section.**

A. The Customer Class Protection Charge is designed to be developed and updated by OG&E in each general rate case proceeding, so that if future cost-of-service analysis demonstrates that the XLPL class is causing adverse rate impacts to other customer classes, the Commission will have the opportunity and a mechanism to set the charge at an appropriate level to remedy any potential impact.¹⁴ The charge is currently set at \$0 per kW per month at both Service Level 1 and Service Level 2, meaning no amount will initially be collected from XLPL customers under this charge at the time the tariff initially takes effect. In this way, the Customer Class Protection Charge functions as a tariff-embedded fail-safe mechanism that ensures the cost causation principles required by Oklahoma House Bill 2992 are reviewed often, and enforced on an ongoing basis.

Q. **Please Explain the "CUSTOMER AFFORDABILITY CHARGE" section.**

A. The Customer Affordability Charge is a capacity charge assessed on all XLPL customers on their Billing Demand at a rate of \$2.50 per kW per month, applicable at both Service Level 1 and Service Level 2. The revenues collected through this charge are placed in a regulatory liability to be credited to residential customers.¹⁵ It was designed assuming application to a hypothetical XLPL customer class size of 1 GW and collecting revenues equivalent to approximately \$30 million. This approximates the total costs for the Low Income Assistance Program ("LIAP") rider credits, an expansion of the Senior Citizen Discount credits to all seniors, and approximately twenty percent of the residential portion

¹³ Direct Exhibit GC-1, "DETERMINATION OF BILLING DEMAND", "DETERMINATION OF BILLING ENERGY".

¹⁴ Direct Exhibit GC-1, "CUSTOMER CLASS PROTECTION CHARGE".

¹⁵ Direct Exhibit GC-1, "CUSTOMER AFFORDABILITY CHARGE".

1 of the cost of the Company's portfolio of energy efficiency and demand reduction programs
2 collected through the Energy Efficiency Program rider.

3
4 **Q. Please explain the "DEFINITION OF SEASON" section.**

5 A. Consistent with other OG&E tariffs, the XLPL tariff defines the Summer Season as the five
6 OG&E Revenue Months of June through October, and the Winter Season as the seven
7 OG&E Revenue Months of November through May. Within the Summer Season, On-Peak
8 Hours are defined as the period beginning each day at 2:00 p.m. and ending at 7:00 p.m.
9 local time from June 1 through September 30, excluding Saturdays, Sundays, Juneteenth,
10 and Independence Day as recognized by OG&E, and Labor Day, with all remaining hours
11 constituting Off-Peak Hours. During the Winter Season, no on-peak and off-peak
12 distinction is made, and a single energy rate applies to all hours.¹⁶

13
14 **Q. Please explain the "DETERMINATION OF MAXIMUM DEMAND" section.**

15 A. This section describes how the Company determines an XLPL customer's measured *actual*
16 maximum demand for each billing period. The customer's Maximum Demand is the
17 maximum rate at which energy is used for any period of 15 consecutive minutes of the
18 month for which the bill is rendered, as shown by the Company's demand meter.¹⁷ This
19 15-minute interval measurement standard is consistent with the demand measurement
20 methodology used across OG&E's existing commercial and industrial tariffs with demand
21 rates, including the Large Power and Light, Power and Light, and Public Schools Large
22 schedules.

23
24 **Q. Please explain the "DETERMINATION OF BILLING DEMAND" section.**

25 A. This section describes how the Company arrives at the Billing Demand value to which the
26 XLPL tariff Capacity charges will be assessed. The Billing Demand is the Maximum
27 Demand, corrected for power factor, as set forth under the Power Factor Clause, provided
28 that the Billing Demand shall never be less than 85 percent of the customer's Billing

¹⁶ Direct Exhibit GC-1, "DEFINITION OF SEASON".

¹⁷ Direct Exhibit GC-1, "DETERMINATION OF MAXIMUM DEMAND".

Contract Demand for the applicable billing month.¹⁸ This 85 percent floor on the Billing Contract Demand is a distinguishing feature of the XLPL tariff, as it ensures an adequate revenue stream designed to recover the fixed cost expenses incurred by OG&E to serve an XLPL customer and that this occurs when the customer's actual measured demand falls below the contracted level in a given month.

Q. **Please explain the "BILLING CONTRACT DEMAND" section.**

A. This section describes how the Billing Contract Demands are determined for each of the three customer types served by this tariff. For Customer Type 1 with an ESA, the Billing Contract Demand is the customer's expected total load, inclusive of the Contract Demand in the signed ESA. For Customer Type 2 with an ESA, the Billing Contract Demand is the customer's expected total load inclusive of the incremental Contract Demand in the signed ESA. For Customer Type 3 with an ESA, the Billing Contract Demand is likewise the customer's expected total load inclusive of the incremental Contract Demand in the signed ESA. For Customer Type 3 without an ESA, the Billing Contract Demand is the expected total Billing Demand of the customer as reasonably determined by OG&E, and OG&E shall have the right to limit service to such amount.¹⁹

Q. **Please explain the "POWER FACTOR CLAUSE" section.**

A. This section describes how the customer's Maximum Demand is adjusted when their power factor falls below 100%. This clause requires that XLPL customers shall at all times take and use power in such manner that the power factor shall be as nearly 100 percent as possible, but when the average power factor as determined by continuous measurement of lagging reactive kilovolt-ampere (kVAr) hours is less than 98 percent, the Billing Demand shall be determined by multiplying the Billing Demand by 98 and dividing the product thus obtained by the actual average power factor expressed in percent. All customers under this schedule are required to have suitable measuring equipment, as reasonably determined by OG&E, at the metering point to determine the customer's monthly maximum kVAr.²⁰ It is

¹⁸ Direct Exhibit GC-1, "DETERMINATION OF BILLING DEMAND".

¹⁹ Direct Exhibit GC-1, "BILLING CONTRACT DEMAND".

²⁰ Direct Exhibit GC-1, "POWER FACTOR CLAUSE".

1 worth noting that the 98 percent power factor threshold established in the XLPL tariff is
2 more stringent than the 90 percent threshold applied under OG&E's existing demand-billed
3 commercial and industrial tariffs which reflects the significantly larger scale of load served
4 under the XLPL tariff and the correspondingly greater impact that poor power factor can
5 have on OG&E's transmission and distribution system when serving customers of this
6 magnitude.

7
8 **Q. Please explain the "DETERMINATION OF BILLING ENERGY" section.**

9 **A.** This section describes how the Company determines an XLPL customer's Billing Energy
10 upon which the XLPL tariff's energy charges are based. It is the total energy used during
11 the billing cycle, provided that the Billing Energy shall not be less than the amount of
12 energy determined by a 90 percent load factor requirement. Specifically, the minimum
13 Billing Energy is the greater of: the Billing Demand multiplied by the number of hours in
14 the billing month multiplied by 90 percent, or the actual measured energy consumption.
15 When applying the Billing Demand multiplied by hours multiplied by 90 percent
16 calculation, the determination of on-peak and off-peak energy levels is based on the ratio
17 of actual on-peak and off-peak usage. If there is no usage for the month, the on-peak and
18 off-peak split is determined by the on-peak and off-peak averages of the summer billing
19 months of the prior 12 months; and if there is no usage for the month and no usage for the
20 prior 12 months, the on-peak usage is determined by using 12 percent for on-peak.²¹

21
22 **Q. Please explain the "SERVICE LEVELS" section.**

23 **A.** The XLPL tariff establishes two service levels under which customers may take service,
24 with the applicable service level determining the customer, demand, and energy charges
25 assessed each month. Service Level 1 means service at any nominal standard voltage of
26 the Company above 50 kV where service is rendered through a direct tap to the Company's
27 prevailing transmission source. Service Level 2 means service at any nominal standard
28 voltage of the Company between 2 kV and 50 kV, both inclusive, where service is rendered
29 through a Company Substation which has a transmission voltage source and the point of

²¹ Direct Exhibit GC-1, "DETERMINATION OF BILLING ENERGY".

1 delivery is at the load side of the substation or from a circuit dedicated to the customer.²²
2 The XLPL tariff does not include Service Levels 3, 4, or 5, which appear in OG&E's
3 existing commercial and industrial tariffs such as LPL-TOU and cover lower distribution
4 voltages, reflecting the fact that the scale of load served under the XLPL tariff is expected
5 to require service at transmission or high-distribution substation voltage levels rather than
6 at lower distribution voltages.

7
8 **Q. Please explain the "METERING ADJUSTMENT" section.**

9 A. The Metering Adjustment provision of the XLPL tariff addresses the situation in which
10 OG&E chooses to install its metering equipment on the load side of the customer's
11 transformer rather than on the source side. In that circumstance, the metering equipment
12 does not capture the energy lost in the customer's transformers, and the tariff therefore
13 requires that the kWh billed be increased by the amount of those transformer losses to
14 ensure that OG&E recovers the full cost of the energy it delivers to the customer. Under
15 Service Level 1, the adjusted kWh are calculated by multiplying the actual kWh by the
16 ratio of Energy Loss Factor 2 to Energy Loss Factor 1. The applicable Energy Loss Factors
17 are found on page 102 of the Company's Terms and Conditions of Service.²³

18
19 **Q. Please explain the "APPLICATION OF FUEL COST ADJUSTMENT (FCA)"**
20 **section.**

21 A. The energy-related costs for XLPL customers are excluded from the standard FCA
22 recovery. In place of the standard FCA charge, XLPL customers will pay a per-kWh charge
23 that reflects the Southwest Power Pool Day-Ahead Locational Marginal Price for OG&E
24 for all hours during which the customer consumes energy as adjusted for line losses.
25 Notwithstanding this exclusion from the standard FCA, XLPL customers remain subject to
26 their allocated share of all capacity and purchased power agreement costs that are otherwise
27 recovered through the FCA, and are also subject to minimum Billing Energy obligations
28 for purposes of that cost recovery.²⁴ This treatment differs from OG&E's existing

²² Direct Exhibit GC-1, "SERVICE LEVELS".

²³ Direct Exhibit GC-1, "METERING ADJUSTMENT".

²⁴ Direct Exhibit GC-1, "APPLICATION OF FUEL COST ADJUSTMENT (FCA)".

commercial and industrial tariffs, under which the standard FCA_{on}, FCA_{off}, and FCA_w factors apply directly to the applicable energy components of the bill, as set forth in the FCA rider.

Q. Please explain the “LATE PAYMENT CHARGE” section.

A. The XLPL tariff provides that a late payment charge in an amount equal to 1.5 percent of the total balance for services and charges remaining unpaid on the due date stated on the bill shall be added to the amount due, with the due date being 20 days after the bill is issued.²⁵ This late payment charge is consistent with the late payment charge applied across OG&E’s existing retail electric tariffs.

Q. Please explain the “MINIMUM BILL” section.

A. The minimum monthly bill under the XLPL tariff is the sum of the Customer Charge, the Minimum Demand Charges, and the Minimum Energy Charges as computed under the rate schedule. The minimum monthly bill also applies to minimum billing demand and minimum billing energy as applied to all applicable rider charges.²⁶ Minimum Charges are also described in detail in Section 4.02 of the ESA.²⁷

Q. Please explain the “FRANCHISE PAYMENT” section.

A. The XLPL tariff provides that the stated XLPL rates do not include any amount for franchise payments levied upon the Company by a municipality and that such franchise payments will be added as a percentage of charges for electric service to the bills of all customers receiving service from the Company within the corporate limits of the municipality exacting said payment.²⁸ This franchise payment section is typical in OG&E’s retail electric tariffs.

²⁵ Direct Exhibit GC-1, “LATE PAYMENT CHARGE”.

²⁶ Direct Exhibit GC-1, “MINIMUM BILL”.

²⁷ Direct Exhibit GC-2, Section 514.

²⁸ Direct Exhibit GC-1, “FRANCHISE PAYMENT”.

1 Q. Please explain the “RIDERS” section.

2 A. This section explains that all other applicable riders continue to apply to XLPL customers.
3 Any fixed cost recovery riders will be subjected to minimum billing demand and minimum
4 billing energy as described in this tariff and will be included in the written ESA. All other
5 riders will be billed according to actual billing demand and actual billing energy.²⁹

6
7 Q. Please explain the “TERM” section.

8 A. The minimum term under the XLPL tariff, and as defined by the T&CXLLC is 15 years,
9 which follows the customer’s Load Ramp Period that is not to exceed 5 years.³⁰ The Initial
10 Term, as defined in Section 1.01 of the ESA, commences on the first day of the customer’s
11 billing cycle immediately following the end of the Load Ramp Period and continues for 15
12 years.³¹ Customers who terminate their contract or reduce their contract demand prior to
13 the conclusion of the Initial Term are subject to termination and capacity reduction fees as
14 defined in the ESA.³²

15
16 Q. Please explain the “BILLING PERIOD” section.

17 A. The “BILLING PERIOD” section states that the monthly billing period under the XLPL
18 tariff runs from midnight on the last day of the previous month until midnight on the last
19 day of the current month, which is referred to in the tariff as calendar month billing. The
20 bill will be rendered electronically to the customer by the third working day after the close
21 of the billing period, and the customer is required to render payment in electronic, ACH,
22 or wire-transfer form by the due date specified on the bill.³³

²⁹ Direct Exhibit GC-1, “RIDERS”.

³⁰ Direct Exhibit GC-2, Section 504.

³¹ Direct Exhibit GC-2, Section 514.

³² *Id.*

³³ Direct Exhibit GC-1, “BILLING PERIOD”.

TERMS AND CONDITIONS OF SERVICE FOR EXTRA LARGE LOAD
CUSTOMERS

Q. What are the major sections of the T&CXLLC?

A. The T&CXLLC, filed as Direct Exhibit GC-2 to my testimony, is organized into the following principal sections:

- 501. PURPOSE
- 502. DEFINITIONS
- 503. AGREEMENT OBLIGATION
- 504. TERM
- 505. CONTRIBUTION IN AID OF CONSTRUCTION
- 506. RATES FOR SERVICE AND MINIMUM CHARGES
- 507. BILLING MINIMUMS
- 508. TERMINATION AND CAPACITY REDUCTION FEES
- 509. CLASS RATE DESIGN
- 510. COLLATERAL
- 511. RESERVATION CHARGES
- 512. RELIABILITY AND OPERATIONS REQUIREMENTS
- 513. PRELIMINARY AGREEMENT
- 514. ENERGY SERVICE AGREEMENT

Q. Please explain the “PURPOSE” section.

A. The Purpose section states that these Terms and Conditions shall govern the supplying and taking of the Company’s electric service for Extra Large Power and Light customers for whom the XLPL tariff is applicable. Unless otherwise modified by the T&CXLLC, the Company’s General Terms and Conditions apply.³⁴ In plain terms, this section establishes that the T&CXLLC is the controlling document for the service relationship between OG&E and any customer taking service under the XLPL tariff, while preserving the applicability of OG&E’s existing General Terms and Conditions to the extent they are not expressly superseded by this the T&CXLLC.

Q. Please explain the “DEFINITIONS” section.

A. The Definitions section establishes the definitions of the three distinct customer types as I described and explained above, and defines a few other key terms used throughout both the T&CXLLC and the XLPL tariff.³⁵

³⁴ Direct Exhibit GC-2, Section 501.

³⁵ Direct Exhibit GC-2, Section 502.

1 Q. **Please explain the “AGREEMENT OBLIGATION” section.**

2 A. As set forth in the T&CXLLC, the execution of a PA and an ESA is required for Customer
3 Type 1 and Customer Type 2, and may be required for Customer Type 3 at OG&E’s
4 discretion, with all customers required to take service under the XLPL tariff.³⁶ These
5 agreement obligations are the mechanism through which the contractual commitments
6 necessary to protect OG&E and its customers from stranded cost risk are established and
7 enforced for the duration of the service relationship.

8

9 Q. **Please explain the “TERM” section.**

10 A. The Term section of the T&CXLLC establishes a minimum term of 15 years.³⁷ As
11 discussed earlier in this testimony in connection with the minimum term, the Initial Term,
12 as defined in Section 1.01 of the ESA, commences on the first day of the customer’s billing
13 cycle immediately following the end of the Load Ramp Period and continues for 15 years.³⁸

14

15 Q. **Please explain the “CONTRIBUTION IN AID OF CONSTRUCTION” section.**

16 A. As set forth in the T&CXLLC, XLPL customers are excluded from the allowable
17 expenditure formula that applies to OG&E’s other customer classes and are instead
18 required to pay all transmission and distribution infrastructure costs (plus applicable taxes)
19 associated with serving their new or expanded load through a Contribution in Aid of
20 Construction payment (“CIAC”).³⁹ This CIAC ensures that XLPL customers will pay
21 100% of the costs to connect to the grid and ensures they will not be subsidized by other
22 customers.

23

24 Q. **Please explain the “RATES FOR SERVICE AND MINIMUM CHARGES” section.**

25 A. Rates for service under the ESA are billed pursuant to the XLPL tariff, inclusive of all other
26 applicable riders and modifications. The T&CXLLC further provide that any potential
27 adverse rate impact to other customer rate classes resulting from the costs of providing
28 service to an XLPL customer, including costs of added generation or power delivery

³⁶ Direct Exhibit GC-2, Section 503.

³⁷ Direct Exhibit GC-2, Section 504.

³⁸ Direct Exhibit GC-2, Section 514.

³⁹ Direct Exhibit GC-2, Section 505.

1 infrastructure and any fuel, purchased capacity expense, or purchased power expense, will
 2 be reviewed and addressed by the Commission in each general rate case proceeding and
 3 each annual review proceeding for the Fuel Adjustment Clause subsequent to the Effective
 4 Date, to ensure that the agreement and the transactions do not result in any adverse rate
 5 impact to other customer rate classes.⁴⁰ The minimum charges applicable to XLPL
 6 customers under the ESA are addressed separately in the Billing Minimums section of the
 7 T&CXLLC, as discussed in the question that follows.

8
 9 **Q. Please explain the “BILLING MINIMUMS” section.**

10 **A.** The Billing Minimums section of the T&CXLLC states that the XLPL customers shall be
 11 subject to minimum bills as specified in the XLPL tariff.⁴¹ As discussed earlier in this
 12 testimony in connection with the minimum bill calculation, The minimum monthly bill
 13 under the XLPL tariff is the sum of the Customer Charge, the Minimum Demand Charges,
 14 and the Minimum Energy Charges as computed under the rate schedule, and the minimum
 15 monthly bill also applies to minimum billing demand and minimum billing energy as
 16 applied to all applicable rider charges.⁴² Minimum Charges are also described in detail in
 17 Section 4.02 of the ESA.⁴³

18 The T&CXLLC, in Section 4.02 of the ESA, further specifies that for applicable
 19 riders serving as base rate revenue recovery mechanisms between general rate case filings,
 20 including the Generation Capacity Rider, Interim Rate Rider, and capacity and purchased
 21 power agreement costs included in the Fuel Adjustment Clause, the amounts due are
 22 calculated using the higher of the Minimum Billing Demand or actual measured demand
 23 and the higher of the Minimum Billing Energy or actual measured energy, while all other
 24 applicable riders are calculated using the customer’s actual measured energy and demand.⁴⁴

25 This structure ensures that the fixed costs OG&E incurs to serve XLPL customers
 26 are recovered regardless of whether an XLPL customer’s actual usage in a given month
 27 falls below its contracted minimums, thereby protecting OG&E’s existing customers.

⁴⁰ Direct Exhibit GC-2, Section 506.

⁴¹ Direct Exhibit GC-2, Section 507.

⁴² Direct Exhibit GC-1, “MINIMUM BILL”.

⁴³ Direct Exhibit GC-2, Section 514.

⁴⁴ *Id.*

1 Q. Please explain the “TERMINATION AND CAPACITY REDUCTION FEES”
2 section.

3 A. As set forth in the T&CXLLC, customers are subject to fees if they terminate the contract
4 or reduce their contract demand, and those fees are defined in Article 2 of the ESA. With
5 respect to elective termination, a customer may elect to terminate the ESA upon completion
6 of the ninth Contract Year of the Initial Term and thereafter at any time prior to the end of
7 the Initial Term, provided the customer gives at least 36 months written notice, and that
8 notice is irrevocable absent mutual written agreement of the parties. Upon providing such
9 notice, the customer is required to pay an Early Termination Exit Fee equal to the value of
10 the remaining Minimum Charges for the balance of the Initial Term, provided that the fee
11 shall not be less than one year of Minimum Charges and shall not exceed three years of
12 Minimum Charges, with payment due no later than 90 days prior to the Early Termination
13 Date.⁴⁵

14 These termination fee and capacity reduction fee provisions, taken together, are
15 designed to ensure that the full term of the contract revenues are recovered in the event of
16 any contractual termination or capacity reduction, thereby protecting OG&E’s existing
17 customers.

18
19 Q. Please explain the “CLASS RATE DESIGN” section.

20 A. The Class Rate Design section of the T&CXLLC establishes how the Minimum Billing
21 Demand and Minimum Billing Energy are to be used as billing determinants for purposes
22 of rate design in any general rate case proceeding or for any fixed cost recovery riders,
23 while the overall Maximum Contract Demand⁴⁶ is to be utilized for cost allocation
24 purposes.⁴⁷

25 In practical terms, this means that when OG&E develops rates for the XLPL class
26 in a future general rate case or fixed cost recovery rider proceeding, the revenue
27 requirement assigned to the XLPL class will be recovered through rates applied to the
28 Minimum Billing Demand and Minimum Billing Energy rather than to the customer’s

⁴⁵ Direct Exhibit GC-2, Section 514.

⁴⁶ As defined in Direct Exhibit GC-2, Section 513 PA or Section 514 ESA

⁴⁷ Direct Exhibit GC-2, Section 509.

1 actual measured demand and energy if those actual amounts fall below the contractual
2 minimums, ensuring that the fixed costs incurred to serve XLPL customers are fully
3 reflected in the rate design process. At the same time, cost allocation to the XLPL class in
4 those proceedings will be based on the Maximum Contract Demand, which represents the
5 full contracted capacity obligation OG&E has undertaken to serve the customer, thereby
6 ensuring that the XLPL class bears its proportionate share of system costs commensurate
7 with the infrastructure OG&E must maintain to meet that customer's peak demand
8 obligation.
9

10 Q. **Please explain the "COLLATERAL" section.**

11 A. The Collateral section of the T&CXLLC requires each XLPL customer to provide credit
12 support as security for its obligations under the ESA, in addition to any security deposits
13 or other credit support required under OG&E's General Terms and Conditions. The amount
14 of Collateral required is equal to 100 percent of the Minimum Charges for the first sixty
15 months of the Initial Term. Acceptable forms of Collateral include a cash deposit, an
16 irrevocable standby letter of credit issued by a U.S. bank or the U.S. branch of a foreign
17 bank that is not affiliated with the customer or its guarantor and carries a Credit Rating of
18 at least A3 from Moody's and A- from S&P, or a Parental Company Guarantee from a
19 guarantor with a Credit Rating of at least A- from S&P and A3 from Moody's and Cash or
20 Cash Equivalents on its most recent audited balance sheet equal to at least ten times the
21 amount of the Collateral. A customer may also satisfy the Collateral requirement through
22 a combination of these forms, provided the aggregate amount equals the total required
23 Collateral and each form of credit support individually meets the applicable
24 requirements.⁴⁸ Additional Collateral requirements are found in Section 5.04 of the ESA.⁴⁹

25 This Collateral requirement is a critical customer protection mechanism, ensuring
26 that OG&E and its existing customers are not exposed to unrecovered fixed costs in the
27 event of customer default or early departure from service.

⁴⁸ Direct Exhibit GC-2, Section 510.

⁴⁹ Direct Exhibit GC-2, Section 514.

1 Q. Please explain the “RESERVATION CHARGES” section.

2 A. The Reservation Charges section of the T&CXLLC establishes a charge applicable to new
3 customers for whom the XLPL tariff will be required and who execute a PA and/or an ESA
4 after the original effective date of the T&CXLLC. The Reservation Charge is calculated
5 by multiplying the Customer Affordability Charge, as stated in the XLPL tariff, by the
6 Maximum Contract Demand, and the revenues collected through this charge are placed in
7 a regulatory liability to be credited to residential customers. Reservation Charges begin
8 upon the execution of an ESA or PA between OG&E and the XLPL customer and continue
9 until the XLPL customer begins taking service and becomes subject to the Customer
10 Affordability Charge specified in the XLPL tariff, with the customer subject to Reservation
11 Charge billing for a maximum of 24 months. If the period between execution of the ESA
12 or PA and the date service begins for the XLPL customer is longer than 24 months,
13 Reservation Charges are suspended after the 24th month until the Customer Affordability
14 Charge begins under the XLPL tariff.⁵⁰

15 In practical terms, the Reservation Charge ensures that residential customers begin
16 receiving a financial benefit from the XLPL customer’s presence on the system from the
17 moment a contractual commitment is made, rather than waiting until the customer begins
18 taking service, which may be months or years after the agreement is executed.

19
20 Q. Please explain the “RELIABILITY AND OPERATIONS REQUIREMENTS”
21 section.

22 A. The Reliability and Operations Requirements section of the T&CXLLC establishes the
23 obligations each XLPL customer must satisfy in order to ensure that its facilities and
24 operations do not adversely affect the safe and reliable operation of OG&E’s system, or the
25 broader Bulk Power System. Specifically, the customer is required to comply with all
26 applicable reliability requirements established by the Transmission Owner, the Southwest
27 Power Pool, as the applicable Regional Transmission Organization, and any applicable
28 federal reliability standards, to the extent such requirements apply to the customer’s
29 facilities or operations, and the customer further agrees to comply with any future

⁵⁰ Direct Exhibit GC-2, Section 511.

1 reliability requirements, standards, or policies applicable to facilities of similar size or
2 operational characteristics as adopted by applicable regulatory or reliability authorities.
3 The customer must provide timely and accurate data, modeling information, and
4 operational parameters as reasonably required by the Transmission Owner to ensure safe
5 and reliable operation of the Bulk Power System, and the customer's facilities must be
6 designed and operated in a manner that does not adversely impact system reliability,
7 including performance during system disturbances, voltage or frequency excursions, and
8 other abnormal operating conditions as defined by the Transmission Owner or applicable
9 regional reliability requirements. The customer is also required to comply with reasonable
10 operating instructions issued by the Transmission Owner, Balancing Authority, or other
11 applicable reliability entities, except where compliance would violate safety or regulatory
12 obligations, and the customer is responsible for any costs associated with compliance with
13 these requirements, with failure to comply potentially resulting in disconnection of
14 service.⁵¹

15
16 **Q. Please explain the Preliminary Agreement contained in section 513.**

17 **A.** The PA is a contract between OG&E and a prospective XLPL customer that is executed
18 prior to the ESA and governs the preliminary design, engineering, and, if applicable,
19 procurement and construction work necessary to assess and prepare for the provision of
20 electric service to the customer's site. Specifically, the PA authorizes OG&E to commence
21 Design and Engineering Work to assess the electrical power requirements of the site,
22 including identifying necessary upgrades and evaluating requirements for a definitive
23 service agreement, and if both parties decide to proceed following that work, the customer
24 may also authorize OG&E to commence Procurement and Construction Work prior to
25 execution of the ESA. The estimated cost for the Work is set forth in an exhibit to the PA,
26 and the customer is required to make a CIAC payment covering those estimated costs, with
27 any amounts collected in excess of actual costs refunded to the customer and any shortfall
28 separately invoiced to be paid by the customer. Upon execution of the PA, the customer

⁵¹ Direct Exhibit GC-2, Section 512.

1 also becomes subject to Reservation Charges, as discussed earlier in this testimony in
2 connection with the Reservation Charges section of the T&CXLCC.⁵²

3
4 **Q. Please explain the Electric Service Agreement contained in section 514.**

5 A. The ESA is the definitive long-term contract between OG&E and an XLPL customer that
6 governs the provision of electric service to the customer's site and supersedes and replaces
7 the PA upon its execution.⁵³

8
9 **Q. What are the key provisions of the ESA?**

10 A. The ESA incorporates by reference all Preliminary T&D Work and any prepaid costs from
11 the PA, such that those obligations are carried forward and governed by the ESA as of its
12 effective date.

13 The ESA sets forth the Maximum Contract Demand, which is the highest amount
14 of electric service to be provided by OG&E under the ESA, and that amount is delivered
15 to the site pursuant to a Contract Demand Schedule attached as Exhibit A to the ESA. The
16 Maximum Contract Demand for periods following the calendar year specified in the
17 Contract Demand Schedule through the end of the Term is equal to the Maximum Contract
18 Demand for that specified calendar year, unless the customer provides notice of Elective
19 Termination as discussed earlier in this testimony in connection with the Termination and
20 Capacity Reduction Fees section. While an increase in Maximum Contract Demand is not
21 immediately guaranteed, a customer may request an increase in writing at any time, with
22 such requests requiring at least ninety days to review, and OG&E is required to use good
23 faith, Commercially Reasonable Efforts to accommodate any reasonable request, provided
24 that no increase will occur absent mutual written agreement of the parties and any required
25 OCC consent or approval.

26 Rates for service under the ESA are billed pursuant to the XLPL tariff, inclusive of
27 all other applicable riders and modifications, and any fixed recovery riders will include
28 minimum demand and energy charges as defined in the tariff.

⁵² Direct Exhibit GC-2, Section 513.

⁵³ Direct Exhibit GC-2, Section 514.

1 The ESA also contains representations and warranties from each party, including
2 that the ESA has been duly executed and constitutes the legal, valid, binding, and
3 enforceable obligation of that party, that the person executing the ESA has full power and
4 authority to do so, that the party is not subject to any existing agreements or legal
5 restrictions that would prevent or limit its ability to perform, and that no action relating to
6 insolvency or liquidation has been taken by that party. During the Term, and unless
7 otherwise agreed to in writing, the customer agrees that OG&E shall be the sole and
8 exclusive retail provider of electric service to the site.

9 The ESA also includes a confidentiality provision requiring the parties to consult
10 with each other before issuing any public announcements or press releases concerning the
11 ESA or the transactions contemplated therein, and providing each party a reasonable period
12 of time to review, comment upon, and concur with any such public statement prior to its
13 release, except as required by applicable law, court or administrative order, or applicable
14 securities rules or regulations.

15
16 Q. **What is your recommendation to the Commission?**

17 A. OG&E requests that the Commission approve the Company's proposed Extra Large Power
18 and Light tariff, and the accompanying Terms and Conditions of Service for Extra Large
19 Load Customers as filed in this proceeding, attached as Direct Exhibit GC-1 and Direct
20 Exhibit GC-2 to my testimony.

21
22 Q. **Does this conclude your Direct Testimony?**

23 A. Yes, this concludes my Direct Testimony.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of June 2026, a true and correct copy of the foregoing was electronically served via the Electronic Case Filing System to those on the Official Electronic Case Filing Service List, and via electronic mail to the following persons:

Oklahoma Corporation Commission

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A. Chase Snodgrass

AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

On the 15th day of June 2026, before me appeared Gwin Cash, to me personally known, who, being by me first duly sworn, states that he is the Senior Manager of Pricing, Rate Administration, and Load for Oklahoma Gas and Electric Company ("OG&E") and acknowledges that he has read the above and foregoing document and believes that the statements therein are true and correct to the best of his information, knowledge, and belief.

Print GWIN CASH

Signature *Gwin Cash*

Subscribed and sworn to before me on this 15th day of June, 2026.

Harrison L. Burton
Notary Public

My commission expires: 10-17-2026



DIRECT EXHIBITS

- 1 **DIRECT EXHIBIT GC-1** —XLPL tariff
- 2 **DIRECT EXHIBIT GC-2** — Terms and Conditions of Service for Extra Large Load Customers

Direct Exhibit GC-1

OKLAHOMA GAS AND ELECTRIC COMPANY
P. O. Box 321
Oklahoma City, Oklahoma 73101

Sheet No. XX.XX
Sheet No. XXXX
Date Issued YYY XX, XXXX

STANDARD PRICING SCHEDULE: XLPL
EXTRA LARGE POWER AND LIGHT

STATE OF OKLAHOMA
Code No. XX

EFFECTIVE IN: All territory served.

APPLICABILITY: Power and light service. Alternating current. Service will be rendered at one location at one voltage. No resale, breakdown, auxiliary or supplementary service permitted.

The application of this Extra Large Power And Light ("XLPL") tariff is required for any Customer as defined in the Terms and Conditions of Service for Extra Large Load Customers ("T&CXLLC").

The execution of a Preliminary Agreement ("PA") and Electric Service Agreement ("ESA") will be required as described in the T&CXLLC.

Optional tariff subscriptions shall not be available to customers taking service under this tariff, including GPWR, REP, USP, LRR, DAP/FLEX, EDIC, and the ERC.

PRICING:

TRANSMISSION (Service Level 1):

Customer Charge:

\$350.00 per month.

Demand Charges

Capacity Charge:

\$7.08 per kW per month x Billing Demand

Customer Class Protection Charge:

\$0.00 per kW per month x Billing Demand

Customer Affordability Charge:

\$2.50 per kW per month x Billing Demand

Energy Charges:

Summer Season:

On-Peak kWh: 4.50¢ per kWh per month x Billing Energy

Off-Peak kWh: 0.32¢ per kWh per month x Billing Energy

Winter Season:

All hours: 0.32¢ per kWh per month x Billing Energy

DISTRIBUTION SUBSTATION (Service Level 2):

Customer Charge:

\$350.00 per month.

Demand Charges

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Public Utilities Division Stamp

<u>(Effective)</u>	<u>(Order No.)</u>	<u>(Case No.)</u>
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Oklahoma City, Oklahoma 73101

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Date Issued YYY XX, XXXX

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STATE OF OKLAHOMA
Code No. XX

Capacity Charge:

\$7.96 per kW per month x Billing Demand

Customer Class Protection Charge:

\$0.00 per kW per month x Billing Demand

Customer Affordability Charge:

\$2.50 per kW per month x Billing Demand

Energy Charges:

Summer Season:

On-Peak kWh per month: 4.60¢ per kWh per month x Billing Energy

Off-Peak kWh per month: 0.32¢ per kWh per month x Billing Energy

Winter Season:

All hours: 0.32¢ per kWh per month x Billing Energy

CUSTOMER CLASS PROTECTION CHARGE: A capacity charge to be paid by all customers taking service under this XLPL tariff if there are any adverse rate impacts to other customer classes resulting from the cost of providing service to the XLPL class and such charge, if necessary, will be developed and updated by OG&E in each general rate case proceeding and subject to approval by the Oklahoma Corporation Commission.

CUSTOMER AFFORDABILITY CHARGE: A capacity charge to all XLPL customers to be included in a regulatory liability to be credited to Residential customers.

DEFINITION OF SEASON:

Summer Season: The five OG&E Revenue Months of June through October.

On-Peak Hours: From June 1 through September 30, beginning each day at 2:00 p.m. and ending at 7:00 p.m. local time, excluding Saturdays, Sundays, Juneteenth and Independence Day as recognized by OG&E, and Labor Day.

Off-Peak Hours: All hours not defined as On-Peak hours.

Winter Season: The seven OG&E revenue months of November through May.

DETERMINATION OF MAXIMUM DEMAND: The customer's Maximum Demand shall be the maximum rate at which energy is used for any period of 15 consecutive minutes of the month for which the bill is rendered as determined by the Company's demand meter.

DETERMINATION OF BILLING DEMAND: The billing demand upon which the capacity charges are based shall be the Maximum Demand, as determined above, corrected for power factor, as set forth

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Oklahoma City, Oklahoma 73101

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Date Issued YYY XX, XXXX

STANDARD PRICING SCHEDULE: XLPL
EXTRA LARGE POWER AND LIGHT

STATE OF OKLAHOMA
Code No. XX

under the Power Factor Clause; provided that the billing demand shall never be less than 85 percent of the customer's Billing Contract Demand for the applicable billing month.

BILLING CONTRACT DEMAND: For Customer Type 1, with an ESA, the Billing Contract Demand shall be the Customer's expected total load inclusive of the Contract Demand in the signed ESA.

For Customer Type 2, with an ESA, the Billing Contract Demand shall be the customer's expected total load inclusive of the incremental Contract Demand in the signed ESA.

For Customer Type 3, with an ESA, the Billing Contract Demand shall be the customer's expected total load inclusive of the incremental Contract Demand in the signed ESA.

For Customer Type 3, without an ESA, the Billing Contract Demand shall be the expected total Billing Demand of the Customer as reasonably determined by OG&E and OG&E shall have the right to limit service to such amount.

POWER FACTOR CLAUSE: The customer shall at all times take and use power in such manner that the power factor shall be as nearly 100 percent as possible, but when the average power factor as determined by continuous measurement of lagging reactive kilovolt-ampere (kVAR) hours is less than 98 percent, the billing demand shall be determined by multiplying the Billing Demand by 98 and dividing the product thus obtained by the actual average power factor expressed in percent. Customers under this schedule must have suitable measuring equipment, as reasonably determined by OG&E, at the metering point to determine the customer's monthly maximum kVAR.

DETERMINATION OF BILLING ENERGY: The billing energy upon which the energy charges are based shall be the total energy used during the Billing Period provided that the billing energy shall not be less than the amount of energy used determined by a 90 percent load factor requirement and will be calculated as described below. The minimum billing energy will be the greater of:

Billing Demand multiplied by the number of hours in billing month multiplied by 90 percent, where:

Determination of on/off-peak energy levels will be based off ratio of actual on/off-peak usage;

If there is no usage for the month then the on and off-peak usage will be determined by the on and off-peak averages of the summer billing months of the prior 12 months;

If there is no usage for the month and no usage for prior 12 months, then the on and off-peak usage will be determined by using 12 percent for on peak;

Or,

Actual measured energy consumption

SERVICE LEVELS: For purposes of this rate, the following shall apply:

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Service Level 1: Shall mean service at any nominal standard voltage of the Company above 50 kV where service is rendered through a direct tap to the Company's prevailing transmission source.

Service Level 2: Shall mean service at any nominal standard voltage of the Company between 2 kV and 50 kV, both inclusive, where service is rendered through a Company Substation which has a transmission voltage source and the point of delivery is at the load side of the substation or from a circuit dedicated to the customer.

METERING ADJUSTMENT: If the Company chooses to install its metering equipment on the load side of the customers' transformers, the kWh billed shall be increased by the amount of the transformer losses calculated as follows:

Service Level 1:

$$kWh_{Adjusted} = kWh_{Actual} \times \frac{ELF\ 2}{ELF\ 1}$$

Where ELF is defined as the Energy Loss Factors. These Energy Loss Factors can be found on page 102 of the Company's Terms & Conditions.

APPLICATION OF FUEL COST ADJUSTMENT (FCA): The energy-related costs for XLPL customers shall be excluded from the standard FCA recovery. XLPL customers will instead pay a per kWh charge that reflects the Southwest Power Pool ("SPP") Day-Ahead Energy Price for all hours that an XLPL customer consumes energy adjusted for line losses. The hourly Day-Ahead Energy Prices will be based on the Southwest Power Pool's hourly Day-Ahead Locational Marginal Price for OG&E and will be assessed on Customer's actual energy usage. XLPL customers shall remain responsible for their allocated share of all Capacity and Purchase Power Agreement costs recovered in the FCA and subjected to minimum Billing Energy.

LATE PAYMENT CHARGE: A late payment charge in an amount equal to 1.5 percent of the total balance for services and charges remaining unpaid on the due date stated on the bill shall be added to the amount due. The due date as stated on the bill shall be 20 days after the bill is issued.

MINIMUM BILL: The minimum monthly bill shall be the Customer Charge, plus the Minimum Demand Charges, and Minimum Energy Charges as computed pursuant to the above schedule. The minimum monthly bill shall also apply to minimum billing demand and minimum billing energy as applied to all applicable rider charges.

FRANCHISE PAYMENT: The above stated rates do not include any amount for franchise payments levied upon the Company by a municipality. When a municipality, by a franchise or other ordinance approved by the qualified electors of the municipality, levies or imposes upon the Company franchise payments or fees (based upon a percent of gross revenues from the sale of retail electricity within a municipality with an approved franchise) to be paid by the Company to the municipality, such franchise

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payment will be added as a percentage of charges for electric service to the bills of all customers receiving service from the Company within the corporate limits of the municipality exacting said payment.

RIDERS: All applicable riders apply. Please refer to the Applicability section of individual Riders to determine if it is relevant to this Pricing Schedule. Any fixed cost recovery riders will be subjected to minimum billing demand and minimum billing energy as described in this tariff. All other riders will be billed according to actual billing demand and actual billing energy.

TERM: The minimum term is defined in subsection 504 of the T&CXLLC. The Company, at its option, may require a longer term and/or special minimum guarantee, which may be necessary in cases warranted by special circumstances or unusually large investments by the Company. Such longer term and/or special minimum guarantees shall be specified in an amended ESA. Fees will be applied to customers who terminate service or reduce their contract demand before the end of the contract term. Such fees are described in the T&CXLLC and the ESA.

BILLING PERIOD: The monthly billing period shall be from midnight on the last day of the previous month until midnight on the last day of the current month, sometimes referred to as calendar month billing. The bill will be rendered electronically to the customer by the 3rd working day after the close of the billing period. The customer shall render payment in electronic; ACH; or wire-transfer form by the due date specified on the bill.

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Direct Exhibit GC-2

OKLAHOMA GAS AND ELECTRIC COMPANY
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TERMS AND CONDITIONS OF SERVICE
PART V. EXTRA LARGE LOAD CUSTOMER

STATE OF OKLAHOMA

PART V

TERMS AND CONDITIONS OF SERVICE FOR EXTRA LARGE LOAD CUSTOMERS

501 PURPOSE

These Terms and Conditions of Service for Extra Large Load Customers shall govern the supplying and taking of the Company's electric service for Extra Large Power and Light ("XLPL") customers for whom the XLPL tariff is applicable. Unless otherwise modified by these Terms and Conditions of Service for Extra Large Load Customers, the Company's General Terms and Conditions shall apply.

502 DEFINITIONS

"Billing Contract Demand" shall have the meaning ascribed to it in the XLPL tariff.

"Billing Demand" shall have the meaning ascribed to it in the XLPL tariff.

"Customer" means any customer or an affiliated set of customers across multiple sites and of Customer Type 1, 2, or 3 (defined below). The Company will exercise reasonable discretion when choosing to aggregate multiple sites or premises for the purpose of designating a Customer as Customer Type 1, 2 or 3, with such discretion based on factors including, but not limited to, premises sharing one or more of the following: common owner(s), a common parent company, common local electrical infrastructure, and common control.

"Customer Type 1" means any Customer beginning service with OG&E after July 1, 2026 and reasonably expected to have an annual peak demand of 75 MW or more.

"Customer Type 2" means existing Customers taking service before July 1, 2026 whose future billing demand is (i) reasonably expected to increase by 75 MW or more above the billing demand that existed prior to July 1, 2026; or (ii) increases its demand and has a total demand of 125 MW or more.

"Customer Type 3" means existing Customers taking service before July 1, 2026 and who may not be adding load but conditions exist such that service to the current customer requires OG&E to add 75 MW or more of generating capacity.

"Minimum Billing Demand" means 85 percent of the Billing Contract Demand for the applicable billing month.

"Minimum Billing Energy" means 90 percent of the Billing Demand multiplied by the number of hours in billing month.

503 AGREEMENT OBLIGATION

The execution of a Preliminary Agreement (subsection **513**) ("PA") and Electric Service Agreement (subsection **514**) ("ESA") shall be required for Customer Types 1 and 2.

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TERMS AND CONDITIONS OF SERVICE

STATE OF OKLAHOMA

PART V. EXTRA LARGE LOAD CUSTOMER

The execution of a PA and ESA may be required for Customer Type 3.

All three Customer Types will be required to take service under the XLPL tariff.

504 TERM

The minimum term under the XLPL tariff is 15 years and follows the customer's Load Ramp Period, as defined in Section 514, that is not to exceed 5 years.

505 CONTRIBUTION IN AID OF CONSTRUCTION

Customers taking service on the XLPL tariff shall be excluded from the allowable expenditure formula. The customers shall pay all transmission and distribution infrastructure costs associated with serving the new or expanded load (plus applicable taxes) through a contribution in aid of construction payment.

506 RATES FOR SERVICE AND MINIMUM CHARGES

Rates for service shall be billed pursuant to the XLPL tariff, inclusive of other applicable riders and modifications.

Any potential adverse rate impact to other customer rate classes as a result of the costs of providing service to the XLPL customer class (including, but not limited to, costs of added generation or power delivery infrastructure and any fuel, purchased capacity expense or purchased power expense) will be reviewed and addressed by the OCC in each general rate case proceeding and each annual review proceeding of the Company's rider for Fuel Cost Adjustment (the "**Fuel Adjustment Clause**") subsequent to the Effective Date of these Terms and Conditions of Service to ensure that these Terms and Conditions, along with the XLPL tariff rates, Agreement and the transactions contemplated hereunder do not result in any adverse rate impact to other customer rate classes.

507 BILLING MINIMUMS

The XLPL Customers shall be subject to minimum bills as specified in the XLPL tariff.

508 TERMINATION AND CAPACITY REDUCTION FEES

Customers shall be subject to fees if they terminate XLPL service or reduce their contract demand. Such a termination or capacity reduction can only occur after the ninth year of the Initial Term of the ESA and the XLPL customer must give a three-year notice. In the case of a capacity reduction, the XLPL customer can only reduce its contract demand by a maximum of 25 percent. If a XLPL customer terminates or reduces its contract demand, it will be required to prepay one hundred percent (100%) of the Minimum Charges for the remainder of the Initial Term of the ESA impacted by such early termination or capacity reduction in the form of a one-time fee in order to make any such election effective.

509 CLASS RATE DESIGN

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OKLAHOMA GAS AND ELECTRIC COMPANY
P. O. Box 321
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Original Sheet No. 153

Date Issued XXXX XX, 20XX

TERMS AND CONDITIONS OF SERVICE
PART V. EXTRA LARGE LOAD CUSTOMER

STATE OF OKLAHOMA

For purposes of rate design (in any general rate case proceedings or for any fixed cost recovery riders), the minimum billing demand and minimum billing energy, as those terms are defined in the ESA, shall be utilized as the billing determinants for price determination and the overall maximum contract demand, as defined in the XLPL Tariff, shall be utilized for cost allocation.

510 COLLATERAL

XLPL customers shall be required to provide collateral in the form of cash, irrevocable standby letter of credit, or guaranty, in each case, in a form that is satisfactory to the Company, to cover 100 percent of the minimum charges for sixty (60) months of the Initial Term of the ESA. Such Collateral shall be provided to the Company upon the earlier of (i) the execution date of the PA, (ii) the execution of the ESA or (iii) the date service commences for the Customer under these Terms and Conditions of Service for Extra Large Load Customers.

The initial amount of collateral support to be provided pursuant to the ESA is one hundred percent (100%) of the minimum bills as defined and calculated in the XLPL Tariff for the first 60 months of the Initial Term.

Company shall accept a guaranty as collateral so long as the guarantor has (1) a credit rating of at least A- from S&P and A3 from Moody's and (2) cash or cash equivalents on its most recent audited balance sheet prepared in accordance with generally accepted accounting principles in the United States of America, in an amount equal to at least ten (10) times the amount of the collateral.

Company also shall accept collateral in the form of an irrevocable standby letter of credit issued by a U.S. bank or the U.S. branch of a foreign bank, which issuer is not affiliated with Customer or its guarantor under a parental company guaranty (if any), with a credit rating of at least "A3" from Moody's and "A-" from S&P, and a minimum of \$2 billion in assets. Any irrevocable standby letter of credit shall be provided in a form reasonably acceptable to Company for a minimum term of three hundred sixty (360) days. The Customer must cause the renewal or extension of any standby letter of credit for additional consecutive terms of three hundred sixty (360) days or more, no later than thirty (30) days prior to each expiration date of the standby letter of credit. If the standby letter of credit is not renewed, extended, or increased, as may be required from time-to-time, Company shall have the right to draw immediately upon the standby letter of credit and/or demand cash collateral to satisfy the collateral requirement and be entitled to hold the amounts drawn or received as collateral until the Customer has provided a replacement standby letter of credit or other form of collateral acceptable to the Company.

Company shall also accept a cash deposit or other security in form and amount acceptable to the Company in its sole discretion.

Customer may provide a combination of collateral in the form of (i) a cash deposit, (ii) an irrevocable standby letter of credit or (iii) a guaranty so long as the aggregate amount of such credit support posted equals the total amount of the collateral required under this Section 510.

Any collateral provided shall not accrue interest while held by the Company.

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Other collateral requirements are specified in the ESA.

511 RESERVATION CHARGES

New customers for whom the XLPL tariff will be applicable and who execute a PA and/or an ESA after the original effective date of these Terms and Conditions of Service for Extra Large Load Customers shall be subject to Reservation Charges. The revenues from this Reservation Charge will be placed in a regulatory liability to be credited to Residential customers. The Reservation Charge shall be calculated by multiplying the Customer Affordability Charge, as stated in the XLPL tariff, by the Maximum Contract Demand, as defined in the PA and/or ESA. Reservation Charges shall begin upon the execution of an ESA or PA between OG&E and the XLPL customer and continue until the XLPL customer begins taking service and is subject to the Customer Affordability Charge specified in the XLPL Tariff. The XLPL customer shall be subject to Reservation Charge billing for a maximum of 24 months. If the period between execution of the ESA or the PA and the date service begins for the XLPL customer is longer than 24 months, Reservation Charges shall be suspended after the 24th month.

512 RELIABILITY AND OPERATIONS REQUIREMENTS

Customer shall comply with all applicable reliability requirements as established by the Transmission Owner, applicable Regional Transmission Organization (SPP), and any applicable federal reliability standards to the extent such requirements are applicable to Customer's facilities or operations. Customer agrees to comply with any future reliability requirements, standards, or policies applicable to facilities of similar size or operational characteristics, as adopted by applicable regulatory or reliability authorities, to the extent such requirements are applicable to the Customer. Customer shall provide timely and accurate data, modeling information, and operational parameters as reasonably required by the Transmission Owner to ensure safe and reliable operation of the Bulk Power System. The Customer's facilities shall be designed and operated in a manner that does not adversely impact system reliability, including performance during system disturbances, voltage or frequency excursions, and other abnormal operating conditions, as defined by the Transmission Owner or applicable regional reliability requirements. Customer shall comply with reasonable operating instructions issued by the Transmission Owner, Balancing Authority, or other applicable reliability entities, except where compliance would violate safety or regulatory obligations. Customer shall be responsible for any costs associated with the compliance requirements of these Terms and Conditions of Service. Failure to comply with these reliability and operational requirements can result in disconnection of service.

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513 PRELIMINARY AGREEMENT

PRELIMINARY AGREEMENT FOR EXTRA LARGE LOAD CUSTOMER

THIS PRELIMINARY AGREEMENT FOR EXTRA LARGE LOAD CUSTOMER (this “**Agreement**”) is effective as of the ____ day of _____, 202_ (the “**Effective Date**”) by and between Oklahoma Gas and Electric Company (“**Company**”) and [CUSTOMER] (“**Owner**”). The Company and the Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Company is the operator of electrical facilities and systems for the transmission and distribution of electricity.

WHEREAS, Owner has identified a location where Owner has expressed interest in receiving retail electric service from the Company. This location is in the vicinity of _____ (the “**Site**”) and more particularly described in Exhibit “A”.

WHEREAS, it is necessary for the Company to conduct preliminary design and engineering work to assess the electrical power requirements of the Site including, but not limited to, identifying necessary upgrades and evaluating potential requirements for a definitive agreement governing the provision of such retail electric service (“**Design & Engineering Work**”).

WHEREAS, if, after the Design & Engineering Work, both parties decide to proceed with electric service at the Site, Owner may request Company commence certain construction activities, including materials procurement and generation capacity construction (“**Procurement & Construction Work**”), prior to the execution of a definitive agreement for electric service at the Site,

WHEREAS, collectively, Design & Engineering Work and Procurement & Construction Work are referred to herein as the “**Work**”, and this Agreement shall pertain to all Work.

WHEREAS, Company has agreed to perform the Work, and Owner has agreed to be responsible for the cost of the Work as specified herein.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements as herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Work Requested. Owner is authorizing Company to commence the Work detailed in Exhibit “**B**”, attached and incorporated by reference to this Agreement. Any schedules or timelines provided by the Company, whether in Exhibit “**B**” or otherwise, are subject to change without notice, and are provided for informational purposes only and should not be relied upon. Parties may amend Exhibit “**B**”, as needed, to increase the scope of Work and Estimated Costs.
2. Estimated Cost. The estimated cost for the Work (“Estimated Cost”) is set forth in Exhibit “**B**” and excludes applicable taxes, which shall be assessed and payable in addition to the Estimated Cost.
3. Contribution in Aid of Construction (“CIAC”) Payment. In reliance on the Parties’ anticipated execution of a definitive agreement for electric service at the Site (“Definitive Agreement”),

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which will require 100% of the costs to provide electric service as Contribution in Aid of Construction ("CIAC"), Owner shall remit payment for 100% of the Estimated Cost plus applicable taxes. Work will not commence until the Company has received payment in full of the Estimated Cost. Any Estimated Cost collected hereunder will be applied to the cost to provide electric service to the Site, pursuant to the terms of the Definitive Agreement. No interest will accrue on any payments remitted by the Owner to the Company pursuant to this Agreement.

4. Reconciliation. Within sixty (60) business days following completion of the Work, the Company will perform a reconciliation and accounting of actual costs incurred to perform the Work. If the cost of the Work exceeds the Estimated Cost, Company will provide an invoice for the additional cost. If costs are less than the Estimated Cost, the difference will be refunded to the Owner within thirty (30) business days thereafter. Payment for any costs exceeding the Estimated Cost for the Work will be due within thirty (30) days of receipt of invoice.
5. Reservation Charge: Owner has identified a Maximum Contract Demand of [XX MW] needed at the Site. Upon execution of this Preliminary Agreement, and pursuant to Company's Terms and Conditions of Service for Extra Large Load Customers, Owner shall be subject to Reservation Charges that will be placed in a regulatory liability to be credited to residential customers. The Reservation Charge shall be calculated by multiplying the Customer Affordability Charge specified in the XLPL Tariff by the Maximum Contract Demand. Reservation Charges shall begin upon execution of this Agreement and continue until Owner takes service under the XLPL Tariff, at which point the Reservation Charge becomes the Customer Affordability Charge. The XLPL customer shall be subject to Reservation Charge billing for a maximum of 24 months. If the period between execution of this Agreement and the date service begins to the XLPL customer is longer than 24 months, Reservation Charges shall be suspended after 24 months until the Customer Affordability Charge begins under the XLPL Tariff.
6. Term. This Agreement commences following signature of both Parties and shall terminate immediately upon the Company's written notice to Owner that the Work has been completed, provided, however, that any payment obligations or other obligations intended to survive termination shall survive and remain in full force and effect until fully satisfied.
7. Termination Prior to Completion. If the Work is terminated prior to completion for any reason after Owner has remitted the full Estimated Cost, Company may retain and apply such amount to all costs and expenses incurred or committed in connection with the Work, including any cancellation, restocking, contractor, subcontractor, and demobilization costs, together with costs reasonably incurred to suspend or wind down the Work and protect persons, property, and work in progress. Company shall reconcile such costs after termination, refund any excess previously paid without interest, and invoice Owner for any deficiency, which shall be due within thirty (30) days after invoice.
8. Incorporation Upon Definitive Agreement. This Agreement constitutes a separate and independent agreement for the Work described herein for the Site and for Reservation Charges

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associated with the construction of generation capacity projects. Upon the effectiveness of an agreement for electric service at the Site ("Definitive Agreement"), the Work and Estimated Cost and Reservation Charges shall be automatically incorporated into and governed by the Definitive Agreement, and this Agreement shall automatically terminate.

9. In no event shall either Party be liable for any special, exemplary, indirect or consequential losses or damages, including loss of use, lost production, cost of capital, loss of goodwill, lost revenues or loss of contracts, even if the Party has been advised of the possibility of such damages, except for:
 - a. death or personal injury resulting from the negligence of that Party or their agents or employees;
 - b. for fraud or fraudulent misrepresentation;
 - c. for breach of confidentiality;
 - d. for willful misconduct; or
 - e. for any matters for which liability cannot be excluded or limited under applicable law.
10. Company shall retain all right, title and interest to any items associated with the expansion of Company's electric system as contemplated in this Agreement including but not limited to materials, services, generation capacity, easements purchased, acquired or obtained by Company in connection with this Agreement.
11. Except to the extent that a liability for such costs or expenses is limited or prohibited by applicable law, in the event the Owner fails to remit any payment that comes due under this Agreement, Owner shall, in addition to the amounts due, reimburse the Company, for all internal and external costs associated with pursuing the outstanding debt. This includes, but is not limited to administrative expenses, staff time dedicated to collection efforts, fees or expenses incurred due to use of a third-party collection agency, correspondence costs, court costs, and reasonable attorneys' fees and legal expenses regardless of whether there is a lawsuit.
12. Parties agree that all terms and conditions of this Agreement, including its existence and the amounts payable hereunder, are confidential and shall not be disclosed to any third party without the prior written consent of the other Party, except as required by law or as permitted in this Agreement. As an exception to these confidentiality requirements, Customer acknowledges that Company may deem it necessary to file or be required to file with the Oklahoma Corporation Commission ("OCC"), or otherwise disclose in any OCC proceeding, this Agreement or its terms. In all such instances, the Company will utilize any and all rules regarding confidentiality promulgated by the OCC to limit or restrict access to the confidential information provided.
13. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other Party's behalf.
14. If any court of competent jurisdiction or applicable governmental authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to

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render it valid and enforceable. If it cannot be saved, it will be severed, and the remaining parts of this Agreement will remain in full force and effect and enforceable.

15. No Party's failure or delay in exercising any power, right or remedy under this Agreement will operate as a waiver. No single or partial exercise of any power, right or remedy will preclude any other or further exercise of the power, right or remedy, or the exercise of any other power, right or remedy. This Agreement shall constitute the entire agreement between the Parties as it relates to the performance of the Work and supersedes and nullifies all prior or contemporaneous communications, representations, negotiations, agreements, proposals or stipulations. All exhibits referenced in this Agreement, and recitals are incorporated by reference and are made a part as though set forth at length herein.
16. This Agreement may only be amended by a written instrument mutually agreed upon and executed by a duly authorized representative or officer of each Party (or their respective successors or assigns).
17. This Agreement may be executed in counterparts. This Agreement may be deemed executed by manual signatures transmitted by facsimile or other electronic format (including .PDF) and other electronic signatures (including, without limitation DocuSign, AdobeSign and other similar products).

 ("Owner")

OKLAHOMA GAS & ELECTRIC
 COMPANY ("Company")

By: _____
 Signature (Authorized Representative)

By: _____
 Signature (Authorized Representative)

Print Name:

Print Name:

Title:

Title:

Date: _____

Date: _____

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Exhibit “A”

Legal Description of Property

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Exhibit “B”

Scope of Work & Estimated Cost

**Any schedules or timelines provided by the Company are subject to change without notice, for informational purposes only and should not be relied upon.*

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514 ELECTRIC SERVICE AGREEMENT

**ELECTRIC SERVICE AGREEMENT
BY AND BETWEEN
OKLAHOMA GAS AND ELECTRIC COMPANY
AND
[NAME]**

This Electric Service Agreement (the “**Agreement**”) is made and entered into as of [MONTH] [DAY][YEAR] (the “**Effective Date**”) by and between Oklahoma Gas & Electric Company, an Oklahoma corporation (“**Company**”), and [ENTITY NAME], a [TYPE OF ENTITY] (“**Customer**”). Company and Customer may be referred to each as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Company provides retail electric service throughout the state of Oklahoma and pursuant to all Applicable Laws.

WHEREAS, Customer meets the applicability requirements under the Extra Large Power and Light (“XLPL”) tariff for use at [PHYSICAL ADDRESS OR LONGITUDE/LATITUDE] (the “**Site**”).

WHEREAS, Customer and Company may have entered into the Preliminary Agreement (as defined herein) with respect to certain Work (as defined in the Preliminary Agreement), and related matters, and desire for the Preliminary Agreement to be superseded and replaced by this Agreement, such that the Work required therein and the provision of electric service to the Site shall be governed by and subject to this Agreement, as further set forth herein.

WHEREAS, Company will provide the requested electric service to the Site pursuant to the rates, charges, and billing arrangements specified in the XLPL tariff and the terms and conditions of service detailed in the XLPL tariff and herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1 DEFINITIONS

Section 1.01 Defined Terms. For purposes of this Agreement, the terms set forth in the following clauses shall have the meanings ascribed to them:

“**Affiliate**” means, with respect to a Person, any other Person that directly or indirectly (including through one or more intermediaries) Controls, is Controlled by or is under common Control with the Person in question.

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“Applicable Laws” means any law, statute, constitution, treaty, policy, standard, directive, decree, regulation, ordinance, code, order, common law, rule, judgment, writ, decree, stipulation, determination, arbitration award, injunction or other restriction or ruling of any Governmental Authority having authority over the Site, the Parties or the Parties businesses, including, in each case, to the extent having binding effect, the rules and regulations promulgated by the OCC and the APSC, and the binding written interpretations thereof, regulating, relating to or imposing liability or standards of conduct.

“Bankrupt” means, with respect to a Person, that such Person: (i) files a petition or otherwise commences, or authorizes the commencement of, a proceeding or cause under any bankruptcy, insolvency, receivership or similar law for the protection of creditors; (ii) has such a petition filed or proceeding commenced against it, which remains undismissed for sixty (60) days; (iii) files an answer or pleading admitting or failing to contest the material allegations of any such petition; (iv) takes any action for its winding up, liquidation or dissolution; (v) is otherwise adjudged bankrupt or insolvent under any bankruptcy, insolvency, receivership or similar law for the protection of creditors; or (vi) consents to any of the actions described in the foregoing clauses (i) through (v) being taken against it.

“Capacity Reduction Amount” shall have the meaning ascribed to it in Section 3.02.

“Capacity Reduction Date” means the calendar day immediately following the end of the Capacity Reduction Notice Period.

“Capacity Reduction Fee” shall have the meaning ascribed to it in Section 3.02(a).

“Capacity Reduction Notice Period” shall have the meaning ascribed to it in Section 3.02.

“Cash” means such coin or currency of the United States of America that, when used, shall be legal tender for payment of all public and private debts.

“Cash Equivalent” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States government or any agency thereof, (b) commercial paper rated at least A-1 by S&P or P-1 by Moody’s, (c) certificates of deposit, time deposits, or bankers’ acceptances issued by any commercial bank organized under the laws of the United States or any state thereof (including Oklahoma) and having capital and surplus in excess of \$500,000,000, and (d) money market funds that invest exclusively in the foregoing, in each case with maturities not exceeding ninety (90) days and which are readily convertible to Cash with minimal risk of loss.

“Change of Control” means (a) a change in the direct or indirect ownership of a Party such that, upon the occurrence of such change, fifty percent (50%) or more of the non-passive ownership interests in such Party are, directly or indirectly, owned or Controlled by one or more Persons that were not Affiliates of such Party immediately prior to such change or (b) a change in the direct or indirect

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ownership of a Party such that, upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have Control over such Party.

“**CIAC**” stands for Contribution in Aid of Construction and refers to payments made to Company covering the costs associated with providing electricity to the Site (plus applicable taxes), ensuring that these expenses are not passed on to Company’s other customers.

“**Collateral**” shall have the meaning ascribed to it in Section 5.04(a).

“**Commercially Reasonable Efforts**” means the level of effort a reasonably prudent businessperson would exert to achieve a result under similar circumstances, taking into account industry practices, Applicable Laws, costs, and potential risks, but without requiring extraordinary measures or incurring unreasonable losses.

“**Company**” shall have the meaning ascribed to it in the Preamble.

“**Company General Terms and Conditions**” means the Oklahoma Gas and Electric Company Terms and Conditions of Service, 9th Revised Sheet No. 100 *et seq.*, as filed with and approved by the OCC.

“**Confidential Information**” means the contents of this Agreement, Preliminary Agreement and all other documents related to or forming a part of this Agreement and the Preliminary Agreement, and any information made available with respect to this Agreement by a Disclosing Party or its parent guarantor under a Guaranty, as applicable, to the Receiving Party or its parent guarantor under a parental Company Guaranty, as applicable, and any information developed or received in connection with this Agreement.

“**Construction Work in Progress**” or “**CWIP**” means the financing charges incurred during construction of the generation capacity projects needed to meet Customer’s Maximum Contract Demand during the construction period.

“**Contract Demand**” means the electrical service, expressed in MW, that Company shall make available to Customer at the Site under normal operating conditions, up to and including but not exceeding the specified Maximum Contract Demand.

“**Contract Demand Schedule**” means the timetable set forth in Exhibit A, which sets forth the applicable amount of Contract Demand for each period specified therein during the Term.

“**Contract Year**” means (i) with respect to the initial Contract Year, the period commencing on the first day of the Initial Term and ending on the day immediately preceding the first anniversary of such day, and (ii) with respect to each successive Contract Year, the period commencing on the

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applicable anniversary of the first day of the Initial Term and ending on the day immediately preceding the subsequent anniversary of the first day of the Initial Term; provided, that notwithstanding the foregoing, in the case of either (i) or (ii), a Contract Year will end on the date on which this Agreement otherwise terminates pursuant to its terms or the mutual written agreement of the Parties.

“**Control**” means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the words “Controls,” “Controlled by” and “under common Control” shall have correlative meanings.

“**Credit Rating**” means, with respect to a party or entity on any date of determination, the respective rating then assigned to its long-term, senior, unsecured credit rating (not supported by third party credit enhancement) by S&P or Moody’s.

“**Customer**” shall have the meaning ascribed to it in the Preamble.

“**Default Rate**” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus one percent (1%) per annum.

“**Disclosing Party**” shall have the meaning ascribed to it in Section 7.05(a).

“**Early Termination Date**” means the calendar day immediately following the end of the Early Termination Notice Period.

“**Early Termination Exit Fee**” shall have the meaning ascribed to it in Section 2.03(b).

“**Early Termination Notice Period**” shall have the meaning ascribed to it in Section 2.03(a).

“**Effective Date**” shall have the meaning ascribed to it in the Preamble.

“**Elective Capacity Reduction**” shall have the meaning ascribed to it in Section 3.02.

“**Elective Termination**” shall have the meaning ascribed to it in Section 2.03(a).

“**Firm**” means that Company shall be required to sell and provide electric service hereunder, and that Customer shall be required to purchase and receive electric service hereunder, except as otherwise excused pursuant to Section 8.04 or the Company General Terms and Conditions.

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“Force Majeure” means any circumstance beyond the reasonable control of, and without the fault or negligence of, Company that, despite its exercise of due diligence consistent with Prudent Industry Practices, prevents or delays Company from providing electricity to Customer hereunder, including (but only to the extent consistent with the foregoing) the following:

(a) acts of God; any effect of severe weather conditions, including earthquakes, floods, storm, tornadoes and hurricanes; fires; lightning; landslide; drought; explosion; epidemic or pandemic; quarantine; ice storms; or similar cataclysmic occurrence, natural disaster or weather event;

(b) strikes, work stoppages or other labor difficulties (in which case the affected Party shall have no obligation to settle such strike, work stoppage or labor difficulty);

(c) acts of a public enemy; war (whether or not declared); insurrections; riots; sabotage or vandalism; blockades; terrorist actions; civil disturbances; or violent demonstrations; or

(d) actions or inactions of a Governmental Authority, including the passage or enactment of new orders, laws, or regulations or the issuance of new interpretations of the same but excluding Company’s failure to timely apply for or renew permits, which actions or inactions may impede Company’s performance of its material obligations under this Agreement; provided, however, that the term Force Majeure does not include any acts or omissions of any third party with whom the Company has contractual arrangements, including any vendor, materialman, customer or supplier of Company, or the unavailability of labor, equipment, materials or other resources, unless any such act, omission or unavailability is itself caused by an enumerated event of Force Majeure.

“Guaranty” means a contract independent of this Agreement under which another company guarantees the payment obligations of Customer, in a form that is satisfactory to the Company in its sole discretion and otherwise in accordance with the requirements set forth in this Agreement.

“Guaranty Default” means, with respect to an outstanding Guaranty, the occurrence of any of the following events: (i) the issuer of such Guaranty shall fail to maintain the applicable Credit Rating; (ii) the issuer of the Guaranty shall fail to comply with or perform its obligations under such Guaranty, or any representation or warranty made by the issuer under such Guaranty fails to be true and correct when made, repeated or deemed to be repeated, if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Guaranty shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Guaranty; (iv) such Guaranty shall expire or terminate, or shall fail or cease to be in full force and effect when required per the terms of the Agreement; or (v) the issuer of Guaranty becomes Bankrupt; provided, however, that no Guaranty Default shall occur in any event with respect to a Guaranty after the time such Guaranty is required to be canceled or returned to Customer in accordance with the terms of Section 5.04.

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“Governmental Authority” means any (a) government, political subdivision, quasi-government or regulatory authority, whether federal, state, local, foreign or international, or any branch, agency, instrumentality, official or entity of any such government, political subdivision, quasi-government or regulatory authority, (b) federal, state, local, foreign or international court, arbitrator or tribunal, or (c) governmental regulatory or administrative agency, commission, authority or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, or (d) other governmental authority having jurisdiction.

“Initial Term” means the duration of time commencing on the first day of Customer’s billing cycle immediately following the end of the Load Ramp Period and continuing for fifteen (15) years.

“XLPL Tariff” means the Standard Pricing Schedule governed by and subject to the Company General Terms and Conditions, filed and approved by the OCC, entitled “Extra Large Power and Light.”

“Letter of Credit Default” means, with respect to an outstanding letter of credit, the occurrence of any of the following events: (i) the issuer of such letter of credit shall fail to maintain the applicable Credit Rating; (ii) the issuer of the letter of credit shall fail to comply with or perform its obligations under such letter of credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such letter of credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such letter of credit; (iv) such letter of credit shall expire or terminate without replacement as set forth in Section 5.04(g), or shall fail or cease to be in full force and effect, when required per the terms of the Agreement; or (v) the issuer of such letter of credit becomes Bankrupt; provided, however, that no Letter of Credit Default shall occur in any event with respect to a letter of credit after the time such letter of credit is required to be canceled or returned to Customer in accordance with the terms of Section 5.04.

“Load Ramp Period” means the duration of time commencing on [DATE] and ending at 11:59pm CT on [DATE].

“Maximum Contract Demand” shall have the meaning ascribed to it in Section 3.01.

“Minimum Billing Demand” shall have the meaning ascribed to it in the Terms and Conditions of Service for Extra Large Load Customers.

“Minimum Billing Demand Charge” shall have the meaning ascribed to it in Section 4.02(a).

“Minimum Billing Energy” shall have the meaning ascribed to it in the Terms and Conditions of Service for Extra Large Load Customers.

“Minimum Billing Energy Charge” shall have the meaning ascribed to it in Section 4.02(b).

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“**Minimum Charges**” shall have the meaning ascribed to it in Section 4.02.

“**Moody’s**” means Moody’s Investors Service, Inc. or its successor.

“**MW**” means 1,000,000 watts of electric power (expressed as alternating current).

“**Notice Period**” shall have the meaning ascribed to it in Section 2.04(b).

“**OCC**” means the Oklahoma Corporation Commission.

“**Party**” or “**Parties**” has the meaning ascribed to it in the Preamble.

“**Permanent Electric Service**” means Company has completed installation of all Company-owned electrical infrastructure, according to Customer’s chosen service level, in order to make service available to Customer at the Site, such that the only remaining work to be completed is to install any required facilities to connect and test Customer’s owned facilities at the point of interconnection, which requires Customer to have its facilities available at the point of interconnection, unless described otherwise, by Company, in writing.

“**Person**” means any individual, corporation, association, partnership, limited liability company, joint stock company, trust, unincorporated organization, joint venture, Governmental Authority or other entity.

“**Post-Effective Date T&D Work**” shall have the meaning ascribed to it in Section 5.01.

“**Preliminary Agreement**” means that certain Preliminary Agreement for Large Load Customer by and between Company and [NAME OF ENTITY], dated as of [DATE], and attached hereto as Exhibit B, which Preliminary Agreement will be terminated by the parties thereto as of the Effective Date.

“**Preliminary T&D Work**” shall have the meaning ascribed to it in Section 5.02.

“**Prepaid T&D Costs**” shall have the meaning ascribed to it in Section 5.02.

“**Prudent Industry Practices**” means (i) those practices and methods that are generally accepted and followed as good practices or methods by Persons engaged in providing retail electric service within the electric market administered by SPP during the relevant time period, or (ii) any of the practices and methods that, at the particular time in question and in the exercise of reasonable judgment in light of facts or circumstances then known, would be expected to accomplish the desired result at a reasonable cost and in a manner consistent with Applicable Laws, expedition, reliability and safety. “Prudent Industry Practices” is not intended to be limited to the optimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods.

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“**Public Statement**” shall have the meaning ascribed to it in Section 7.04.

“**Receiving Party**” shall have the meaning ascribed to it in Section 7.05(a).

“**Renewal Term**” shall have the meaning ascribed to it in Section 2.02.

“**Reservation Charge**” means a charge defined in the Terms and Conditions for Extra Large Load Customers that will be placed in a regulatory liability to be credited to Residential customers.

“**Representatives**” shall have the meaning ascribed to it in Section 7.05(a).

“**S&P**” means S&P Global Ratings, a division of S&P Global Inc., or its successor.

“**Site**” shall have the meaning ascribed to it in the Recitals.

“**SOW**” shall have the meaning ascribed to it in Section 5.01.

“**SPP**” means the Southwest Power Pool, Inc. or its successor.

“**Tariff(s)**” shall have the meaning ascribed to it in the Okla. Admin. Code 165:35-1-2, including the Company General Terms and Conditions.

“**Term**” shall have the meaning ascribed to it in Section 2.01.

“**T&D Costs**” shall have the meaning ascribed to it in Section 5.01.

“**T&D Work**” shall have the meaning ascribed to it in Section 5.01.

“**Triggering Event**” means any of the occurrences described in Sections 5.03(a), 5.04(b), 5.04(g) and 8.06.

“**Winter Event Securitization Mechanism Tariff**” means the Standard Pricing Schedule governed by and subject to the Oklahoma Gas and Electric Company Winter Event Securitization Mechanism, Original Sheet No. 59.00 *et seq.*, as filed with and approved by the OCC.

Section 1.02 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in the Agreement have the meanings specified in this Article 1 and, if not defined herein, the meaning given to such term in accordance with: (i) first, Applicable Laws and (ii) second, if not otherwise defined under Applicable Laws, Prudent Industry Practices; (b) words singular or plural in number shall be deemed to include the other; (c) references to

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the Agreement shall include a reference to all Recitals, Appendices, Annexes, Schedules and Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time in accordance with the terms hereof and references to "Articles," "Sections," "Schedules," "Annexes," "Appendices," "Attachments" or "Exhibits" (if any) shall be to articles, sections, schedules, annexes, appendices or exhibits (if any) of this Agreement if such references are used herein; (d) all references to any Person shall include a reference to such Person's successors and permitted assigns; (e) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time, (f) references to Applicable Laws shall mean a reference to such Applicable Laws as the same may be amended, modified, supplemented or restated and be in effect from time to time, including rules and regulations promulgated thereunder; (g) the words "herein," "hereof" and "hereunder" and similar words shall refer to the Agreement as a whole and not to any particular section or subsection of the Agreement; (h) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (i) the use of the word "including" (and with correlative meaning "include") in the Agreement to refer to specific examples shall be construed to mean "including, without limitation" or "including but not limited to" and shall not be construed to mean that the examples given are an exclusive list of the topics covered; (j) the word "or" will have the inclusive meaning represented by the phrase "and/or;" and "shall" and "will" mean "must," and shall have equal force and effect and express an obligation; (k) pronouns having a masculine, feminine or neuter gender shall be deemed to include the others; (l) unless otherwise specifically noted, use of the word "day" or "days" shall be construed to mean business days; (m) the headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the terms herein; and (n) every Appendix, Annex, Schedule and Exhibit attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Article 2 TERM & TERMINATION

Section 2.01 Term. The term of this Agreement commences on the Effective Date and ends on the later of the last date of the Initial Term and, if applicable, the last date of the last Renewal Term ("Term"), unless terminated early pursuant to the terms of this Agreement. For the avoidance of doubt, the Term shall consist of the Load Ramp Period, the Initial Term and any Renewal Term, as applicable.

Section 2.02 Renewal. Following expiration of the Initial Term and so long as Customer is receiving electric service at the Site from Company, this Agreement shall automatically renew in two (2) year increments ("Renewal Term") unless either Party provides a notice of non-renewal to the other Party at least twenty-four (24) months prior to the end of the Initial Term or twelve (12) months prior to the then-current Renewal Term, as applicable.

Section 2.03 Elective Termination.

(a) Upon completion of the ninth (9th) Contract Year of the Initial Term and thereafter at any time prior to the end of the Initial Term, and in accordance with the provisions of this

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Section 2.03, Customer may elect to terminate this Agreement (“**Elective Termination**”) by providing at least thirty-six (36) months’ written notice (such notice period, the “**Early Termination Notice Period**”). Absent the mutual written agreement of the Parties, any such notice of an Elective Termination will not be revocable by Customer for any reason.

(b) In the event that Customer provides notice of Elective Termination, Customer shall pay an early exit fee (the “**Early Termination Exit Fee**”). The Early Termination Exit Fee will equal the value of the remaining Minimum Charges for the balance of the Initial Term; provided that the Early Termination Exit Fee shall not be less than one (1) year, and shall not exceed three (3) years, of Minimum Charges. Company shall use good faith, Commercially Reasonable Efforts to calculate the Early Termination Exit Fee.

(c) Customer shall pay to Company the Early Termination Exit Fee no later than ninety (90) days prior to the Early Termination Date. If Customer fails to pay the Early Termination Exit Fee by such date, then Customer shall pay interest to Company on the overdue amount at a rate equal to the Default Rate for the period from (and including) the original due date for payment to (but excluding) the date of the actual payment. If Customer fails to pay the Early Termination Exit Fee in full (together with any interest accrued thereon) by the Early Termination Date, then (i) the Elective Termination will not occur and this Agreement shall remain in full force and effect in accordance with its terms, unless and until otherwise terminated pursuant to the provisions hereof, and (ii) no amounts shall be due or payable under this Section 2.03 and any amounts paid under this Section 2.03 shall be refunded or applied to other amounts due from Customer to Company under this Agreement.

Section 2.04 Termination for Triggering Event.

(a) So long as the requirements of this Section 2.04 have been satisfied, this Agreement may be terminated by Company for any Triggering Event as set forth in this Section 2.04.

(b) Upon the occurrence of a Triggering Event, Company will provide to Customer notice of the breach and a period of sixty (60) days to cure, unless another period of time has been agreed upon in writing between the Parties (“**Notice Period**”).

(c) If the Triggering Event is not resolved within the Notice Period, then Company may terminate this Agreement immediately thereafter so long as the Triggering Event is continuing. If this Agreement is terminated pursuant to this Section 2.04, then Customer shall be responsible for the amount of Minimum Charges for the remaining duration of the Term.

Article 3 CONTRACT DEMAND

Section 3.01 Contract Demand. The highest amount of electric service to be provided by Company under this Agreement is [AMOUNT] MW (“**Maximum Contract Demand**”). The Contract Demand will be delivered to the Site pursuant to the Contract Demand Schedule attached hereto

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as Exhibit A and the Company General Terms and Conditions, which are incorporated by reference in this Section 3.01 as if set forth herein. Maximum Contract Demand for periods following calendar year [YEAR] through the end of the Term shall be equal to the Maximum Contract Demand for calendar year [YEAR] set forth in Exhibit A, unless Customer provides notice of Elective Termination pursuant to Section 2.03 above. The delivery of Contract Demand hereunder will be Firm.

Section 3.02 Capacity Reduction. Upon completion of the ninth (9th) Contract Year of the Initial Term and thereafter at any time prior to the end of the Initial Term, so long as a material breach of this Agreement by Customer has not occurred or is no longer continuing, and in accordance with the provisions of this Section 3.02, Customer may elect a one-time reduction ("Elective Capacity Reduction") of not more than twenty-five percent (25%) of the Maximum Contract Demand ("Capacity Reduction Amount") by providing at least thirty-six (36) months' written notice to Company (such notice period, the "Capacity Reduction Notice Period"). Absent the mutual written agreement of the Parties, any such notice of an Elective Capacity Reduction will not be revocable by Customer for any reason.

(a) In the event that Customer provides notice of Elective Capacity Reduction, Customer shall pay a capacity reduction fee (the "Capacity Reduction Fee"). The Capacity Reduction Fee will be calculated as the difference between the amount of Minimum Charges that would have been collected during the remainder of the Initial Term for the Maximum Contract Demand (which shall be determined as the Maximum Contract Demand without giving effect to such Elective Capacity Reduction or any other early termination of the Agreement) and the Minimum Charges expected to be collected during the remainder of the Initial Term after applying the Capacity Reduction Amount; provided that the Capacity Reduction Fee shall not be less than one (1) year, and shall not exceed three (3) years, of Minimum Charges. Company shall use good faith, Commercially Reasonable Efforts to calculate the Capacity Reduction Fee and shall deliver prompt written notice to Customer of its calculation thereof.

(b) Customer shall pay to Company the Capacity Reduction Fee no later than ninety (90) days prior to the Capacity Reduction Date. If Customer fails to pay the Capacity Reduction Fee by such date, then Customer shall pay interest to Company on the overdue amount at a rate equal to the Default Rate for the period from (and including) the original due date for payment to (but excluding) the date of the actual payment. If Customer fails to pay the Capacity Reduction Fee in full (together with any interest accrued thereon) by the Capacity Reduction Date, then (i) the Elective Capacity Reduction will not occur and this Agreement shall remain in full force and effect in accordance with its terms, unless and until otherwise terminated pursuant to the provisions hereof.

(c) From and after the Capacity Reduction Date, the Maximum Contract Demand shall be reduced by the Capacity Reduction Amount and, as applicable, the Parties shall amend this Agreement to adjust the Contract Demand Schedule accordingly.

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Section 3.03 Increase in Contract Demand. While an increase is not immediately guaranteed, Customer may request, in writing, an increase to its Maximum Contract Demand at any time. Requests for increases require at least ninety (90) days to review. Company shall use good faith, Commercially Reasonable Efforts to accommodate any reasonable request to increase the Contract Demand and Company and Customer shall use good faith, Commercially Reasonable Efforts to negotiate any amendments needed or reasonably required to capture any related changes to the obligations of each Party hereunder. Notwithstanding the foregoing, no such increase to the Maximum Contract Demand will occur absent (a) the mutual written agreement of the Parties to such increase and any related amendments to this Agreement, and (b) any consent or approval of the OCC that is required for such increase, and any related amendments, to become effective.

Article 4 RATES FOR SERVICE AND MINIMUM CHARGES

Section 4.01 Rates For Service. Rates for service shall be billed pursuant to the XLPL Tariff, inclusive of other applicable riders and modifications.

(a) Customer agrees and acknowledges that any potential adverse rate impact to other customer rate classes as a result of the costs of providing service to the XLPL customer class (including costs of added generation or power delivery infrastructure and any fuel, purchased capacity expense or purchased power expense) will be reviewed and addressed by the OCC in each general rate case proceeding and each review proceeding for Company's rider for Fuel Cost Adjustment (the "**Fuel Adjustment Clause**") subsequent to the Effective Date to ensure that this Agreement and the transactions contemplated hereunder do not result in any adverse rate impact to other customer rate classes. Any interim capacity needed to meet the demand of a Customer may not be subject to competitive bidding requirements in order to facilitate the timing of such Customer's need until sufficient capacity may be supplied by the Company. In such case, such interim capacity shall be included in the Fuel Adjustment Clause but any impact on other customer classes will be mitigated as described herein.

(b) The Parties shall work in good faith to address potential negative financial impacts to Company related to the treatment of contractual payments for generation to serve Customer. If a credit rating agency imputes such contractual payments as debt onto Company's balance sheet, and Company has not otherwise received relief from the OCC, the Parties will endeavor to collaboratively address this matter in a future rate case proceeding or review proceeding of the Fuel Adjustment Clause.

Section 4.02 Minimum Charges. Each of the charges payable by Customer under the XLPL tariff shall equal or exceed the monthly minimum charges determined pursuant to this Section 4.02 (collectively, the "**Minimum Charges**"). The Minimum Charges shall be equal to the sum of (i) the Customer Charge (as defined in the applicable Tariff), (ii) the Winter Event Securitization (as defined in the Winter Event Securitization Mechanism Tariff and billed in one block), (iii) the Minimum Billing Demand Charges, (iv) the Minimum Billing Energy Charge and (v) all other applicable riders.

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(a) The “**Minimum Billing Demand Charge**” shall be calculated as the product of (x) the Minimum Billing Demand and (y) the \$/kW demand charges set forth in the XLPL Tariff.

(b) The “**Minimum Billing Energy Charge**” shall be calculated as the product of (x) the Minimum Billing Energy and (y) the \$/kWh energy charge set forth in the XLPL Tariff. The Minimum Billing Energy Charge shall only apply to fixed cost recovery collection in energy charges.

(c) For purposes of calculating the amount due under each applicable rider comprising part of the Minimum Charges under this Section 4.02, the amount due thereunder that serves as a base rate revenue recovery mechanism for periods in between general rate case filings, including the Generation Capacity Rider, Interim Rate Rider, and any capacity purchase and purchase power costs included in the Company’s rider for Fuel Cost Adjustment (the “Fuel Adjustment Clause”), shall be calculated using the applicable charges and (i) the higher of the Minimum Billing Demand or actual measured demand, and (ii) the higher of the Minimum Billing Energy or actual measured energy. The amounts due under all other applicable riders shall be calculated using the applicable charge and Customer’s actual measured energy and demand.

Section 4.03 Class Rate Design. For purposes of rate design (in any general rate case proceedings or for any fixed cost recovery riders), the Minimum Billing Demand and Minimum Billing Energy shall be utilized as the billing determinants for price determination and the overall Maximum Contract Demand shall be utilized for cost allocation.

Article 5 T&D WORK, T&D COSTS, & COLLATERAL

Section 5.01 T&D Work. Customer agrees that, throughout the Term, Company may, to the extent consistent with Prudent Industry Practices, conduct technical reviews and studies, design, procure, construct and install facilities and satisfy regulatory requirements as necessary or reasonably appropriate for Company to perform its obligations hereunder (“**T&D Work**”). Except as set forth in Section 5.02 below with respect to Preliminary T&D Work (as defined below), Company will provide a Statement of Work (“**SOW**”), at least thirty (30) days prior to the commencement of any such T&D Work by Company from and after the Effective Date (the “**Post-Effective Date T&D Work**”), identifying the Post-Effective Date T&D Work to be completed and the costs for such Post-Effective Date T&D Work (“**T&D Costs**”). Except for any Prepaid T&D Costs (as defined below) that become T&D Costs hereunder upon the Effective Date, Company shall not incur any T&D Costs under this Agreement without Customer’s consent as to such T&D Costs and the SOW therefor. Company shall retain all right, title and interest in the materials, services or easements purchased, acquired or obtained by Company in connection with this Agreement or the Preliminary Agreement and the expansion of Company’s electric system contemplated herein and in the Preliminary Agreement.

Section 5.02 Preliminary T&D Work. The Parties agree and acknowledge that, prior to the Effective Date, Company may have commenced (or will commence) certain preliminary T&D

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Work under the terms of a Preliminary Agreement (“**Preliminary T&D Work**”). Notwithstanding anything to the contrary set forth in the Preliminary Agreement, the Preliminary Agreement shall remain effective through the Effective Date. As of the Effective Date (a) the Preliminary Agreement shall be superseded and replaced by this Agreement, (b) all Preliminary T&D Work will be governed by and subject to this Agreement, (c) the “Work” (as defined in the Preliminary Agreement) will become Post-Effective Date T&D Work under this Agreement, (d) the scope of the Work set forth in Exhibit B and Exhibit B-2 of the Preliminary Agreement will be incorporated by reference into this Agreement as if set forth herein, (e) any payments or deposits remitted prior to the Effective Date for the “Estimated Costs” (as defined in the Preliminary Agreement) pursuant to the Preliminary Agreement (“**Prepaid T&D Costs**”) shall be retained by Company and credited, as a CIAC, towards the T&D Costs, provided, however, that, if any payment or deposit is due to Company pursuant to the Preliminary Agreement prior to the Effective Date but is not remitted as of the Effective Date, then such payment or deposit shall be made by Customer as T&D Costs under this Agreement, and (f) Company shall order the materials referenced in Exhibit D of the Preliminary Agreement, as set forth therein, in furtherance of the T&D Work.

Section 5.03 T&D Costs. From the Effective Date and during the remainder of the Term, Customer shall be responsible for remitting, as CIAC, all T&D Costs to the extent consistent with Prudent Industry Practices and not in excess of the estimate therefor provided in the approved SOW related thereto or otherwise agreed by Customer.

(a) Any such T&D Costs incurred by Company will be due within sixty (60) days after Company delivers an invoice to Customer with respect thereto, together with reasonable supporting details, and the Post-Effective Date T&D Work associated with the invoice shall not commence until payment has been received in full from Customer. Failure of Customer to remit payment pursuant to the terms of this Section 5.03(a) shall constitute a Triggering Event.

(b) Once Company has performed all the Post-Effective Date T&D Work associated with a SOW, Company will perform a reconciliation and accounting of all T&D Costs incurred for such Post-Effective Date T&D Work. If Company did not incur, as T&D Costs, the full amount of CIAC collected from Customer, then Company shall refund Customer the difference within sixty (60) days from the date that Company completed the Post-Effective Date T&D Work associated with a SOW, including any applicable interest using the customer deposit rate set annually by the OCC, calculated from and excluding the day on which Customer remitted such amount to Company through and including the day on which the refund is made. If Company did not collect enough CIAC to cover T&D Costs, then Company will submit an invoice to Customer for the remaining balance and payment is due within sixty (60) days after Company delivers an invoice to Customer with respect thereto, together with reasonable supporting details.

Section 5.04 Collateral. As security for Customer’s obligations under this Agreement, Customer will be required to provide collateral, in addition to any security deposits or other credit support required under the Company General Terms and Conditions, in the form of (i) a Cash deposit,

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(ii) an irrevocable standby letter of credit or (iii) a Guaranty, in each case, in accordance with the provisions of this Section 5.04 and to the satisfaction of the Company. Any collateral provided shall not accrue interest while held by the Company.

(a) The initial amount of collateral to be provided pursuant to this Agreement is one hundred percent (100%) of the Minimum Charges for the first 60 months of the Initial Term, determined as of the date Permanent Electric Service is made available to the Site (“**Collateral**”).

(b) On the Effective Date, Customer shall deliver the Collateral to Company. Failure of Customer to deliver the Collateral in whole or in part in accordance with this Section 5.04, or, following such delivery, to maintain such Collateral in whole or in part in accordance with this Section 5.04, shall constitute a Triggering Event.

(c) Company shall accept a Guaranty as collateral so long as the guarantor has (1) a Credit Rating of at least A- from S&P and A3 from Moody’s and (2) Cash or Cash Equivalents on its most recent audited balance sheet prepared in accordance with generally accepted accounting principles in the United States of America, in an amount equal to at least ten (10) times the amount of the Collateral. Company also shall accept collateral in the form of an irrevocable standby letter of credit issued by a U.S. bank or the U.S. branch of a foreign bank, which issuer is not Affiliated with Customer or its guarantor under a parental Company Guaranty (if any), with a Credit Rating of at least “A3” from Moody’s and “A-” from S&P, and a minimum of \$2 billion in assets. Any irrevocable standby letter of credit shall be provided in a form reasonably acceptable to Company for a minimum term of three hundred sixty (360) days. The Customer must cause the renewal or extension of any standby letter of credit for additional consecutive terms of three hundred sixty (360) days or more, no later than thirty (30) days prior to each expiration date of the standby letter of credit. If the standby letter of credit is not renewed, extended, or increased, as may be required from time-to-time, Company shall have the right to draw immediately upon the standby letter of credit and/or demand cash collateral to satisfy the collateral requirement and be entitled to hold the amounts drawn or received as collateral until the Customer has provided a replacement standby letter of credit or other form of collateral acceptable to the Company. Company shall also accept a cash deposit or other security in form and amount acceptable to the Company in its sole discretion.

(d) Customer may satisfy its obligations under this Section 5.04 by providing a combination of Collateral in the form of (i) a Cash deposit, (ii) an irrevocable standby letter of credit or (iii) a Guaranty so long as the aggregate amount of such credit support posted equals the total amount of the Collateral. Company shall accept such combination as valid; provided that each form of credit support complies with the applicable requirements set forth in this Section 5.04.

(e) To the extent Customer provides Collateral in the form of a Cash deposit and to secure its obligations under this Agreement, Customer hereby grants to Company a present and continuing security interest in, and lien on (and right of setoff against) such Collateral provided under

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this Section 5.04 in the form of Cash and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Company. Customer shall take such action as reasonably requested by Company to perfect in favor of Company a first priority security interest in, and lien on (and right of setoff against) such Collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon the occurrence of and during the continuation of (i) the failure by Customer to pay any amount hereunder when due or (ii) a Triggering Event and the end of the corresponding Notice Period with respect thereto, as applicable, Company may do any one or more of the following: (A) exercise of any the rights and remedies of a secured party with respect to all Collateral posted for its benefit, including any rights and remedies under Applicable Laws; (B) exercise its rights of setoff against any and all property of Customer in possession of Company; (C) draw of an outstanding letter of credit issued for its benefit; and (D) liquidate all or any portion of any Collateral then held by or for the benefit of Company to pay amounts then owing to Company free from any claim or right of Customer, including any equity or right of purchase or redemption by Customer.

(f) If a Guaranty is outstanding, then Customer shall deliver (or cause to be delivered) to Company the most recent quarterly unaudited or annual audited financial statements of the issuer of such Guaranty, as Company may reasonably request from time to time for the purpose of re-evaluating such guarantor. For purposes of this Section 5.04(f), Customer shall be deemed to have satisfied its obligation to deliver such financial statements if such statements are publicly filed with the U.S. Securities and Exchange Commission and are accessible via its EDGAR system. Delivery shall be deemed effective on the date such filings become publicly available, and no separate notice or delivery to Company shall be required.

(g) If at any time a Guaranty Default or a Letter of Credit Default occurs with respect to a Guaranty or a letter of credit delivered to Company pursuant to this Section 5.04, then within thirty (30) business days following written notice from Company, Customer shall replace such Guaranty or letter of credit with substitute Collateral that meets the requirements of this Section 5.04. Failure of Customer to replace a letter of credit or Guaranty with substitute Collateral in accordance with the foregoing shall constitute a Triggering Event.

(h) Company shall, promptly following the first business day of each Contract Year, re-evaluate the amount of Collateral required to be delivered by Customer hereunder as a result of changes to the facts and circumstances on which Company based its original determination of the estimated forward-looking Minimum Charges to cover one hundred percent (100%) of the Minimum Charges for sixty (60) months, and Customer shall provide the redetermined amount of Collateral, if greater than the amount held by Company. At the end of the Initial Term or then-current Renewal Term, as applicable, so long as all other Customer obligations have been satisfied, Company will release the Collateral within thirty (30) days after the end of the Initial Term or then-current Renewal Term, as applicable.

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(i) Following the Early Termination Date, subject to Company's receipt in full of the Early Termination Fee, and so long as there are no amounts then due and owing from Customer, Company will release the Collateral within thirty (30) days after the Early Termination Notice Period.

Article 6 DISPUTE RESOLUTION

Section 6.01 Dispute Resolution. Upon a Party's written notification to the other Party of a dispute arising under this Agreement, which notification shall include a written explanation of the dispute and the material particulars of the notifying Party's position as to the dispute, each Party shall nominate one executive representative with the authority to bind such Party. The nominated representatives shall meet not later than ten (10) days thereafter to attempt in good faith to resolve the dispute and to produce written terms of settlement for the dispute. Any settlement agreement executed by each executive representative shall serve as conclusive evidence of the resolution of such dispute. If the executive representatives do not execute such a settlement agreement, or otherwise resolve the dispute, within forty-five (45) days after the date of the first meeting or within a longer period agreed to by each executive representative, then either Party may, upon written notice to the other Party, exercise all remedies available under this Agreement, at law or in equity.

Section 6.02 Governing Law. The laws of Oklahoma (excluding its conflicts of law provisions that would require the application of the laws of another jurisdiction) shall govern all matters arising out of or relating to this Agreement and all of its transactions contemplated, including its interpretation, construction, performance and enforcement. This provision shall survive any termination of this Agreement.

Section 6.03 Venue. Subject to Section 6.01, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts with jurisdictional authority over Oklahoma City, Oklahoma. Each Party irrevocably and unconditionally waives any objection or defense that it may have based on improper venue or forum non-conveniens. This provision shall survive any termination of this Agreement.

Section 6.04 Waiver of Trial by Jury. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. ADDITIONALLY, EACH PARTY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. This provision shall survive any termination of this Agreement.**

Section 6.05 Notices. Unless required otherwise by this Agreement, any notice, demand or request required under this Agreement, or served, given or made in connection with the Agreement, shall be in writing and deemed properly served, given or made if delivered in person; by fax; by email (so long as the sender provides reasonable evidence of the date and time on which such

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email was sent); by registered or certified mail, postage prepaid; or a nationally recognized overnight courier with receipt of delivery. This provision shall survive any termination of this Agreement.

If to Company:
 Oklahoma Gas and Electric Company
 321 North Harvey Avenue
 Oklahoma City, Oklahoma 73102
 Attn: Sales Support
 Email: [INSERT]

With copy to: General Counsel, 321 N. Harvey Avenue, Oklahoma City, OK 73102

If to Customer:

(a) Parties may change the person or place to whom notice will be sent or delivered by sending notice to the other Party.

(b) Notice given by personal delivery, mail or overnight courier shall be effective upon physical receipt. Notice given by fax shall be effective as of the date of successful confirmation of receipt if delivered before 5:00pm local time on any business day or the next business day thereafter. Notice given by email shall be effective as of the date of receipt if delivered before 5:00pm local time on any business day or the next business day thereafter.

Article 7 REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

Section 7.01 Representations and Warranties. Each Party hereby represents and warrants, as of the Effective Date, as follows:

(a) Organization, Authority and Validity. Such Party is duly organized or formed, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation, and qualified to conduct business in the State of Oklahoma and any other jurisdiction necessary for the proper performance of such Party's obligations under this Agreement. The execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary corporate or limited liability company action on the part of such Party, and such Party has the necessary power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to complete the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by such Party and constitutes the legal, valid, binding, and enforceable obligation of such Party. Such Party represents and warrants that the Person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

(b) No Conflicts. Such Party is not subject to any existing agreements, obligations or legal restrictions that would prevent or limit its ability to fully perform its obligations under this

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Agreement. The execution and delivery of this Agreement and its performance by such Party will not violate, result in a breach of or conflict with any law, rule, regulation, order or decree applicable to such Party, its organizational documents or the terms of any other agreement binding on such Party (in each case, except as would not have a material adverse effect on performance of such Party's obligations under this Agreement).

(c) Solvency. No action relating to insolvency, liquidation or general suspension of payments has been taken by such Party or, to the actual knowledge of such Party following due inquiry, has been taken by any other party.

Section 7.02 No Alternative Provider. During the Term, and unless otherwise agreed to in writing, Customer agrees that Company shall be the sole and exclusive retail provider of electric service to the Site.

Section 7.03 Publicity & Public Filings. Unless required by and pursuant to Applicable Law, pursuant to the order of a court or administrative body or required by any applicable securities rules or regulations, the Parties shall consult with each other before issuing any public announcements or press releases of information concerning or relating to this Agreement or the transactions contemplated herein ("**Public Statement**") and provide each other a reasonable period of time to review, comment upon and concur with such Public Statement prior to making such Public Statement. Neither Party nor any of its Affiliates shall issue any Public Statement prior to such consultations and without the prior written approval of the other Party, unless required by and pursuant to Applicable Law, pursuant to the order of a court or administrative body or required by any applicable securities rules or regulations. This provision shall survive any termination of this Agreement.

Section 7.04 Confidentiality.

(a) Neither Company nor Customer shall publish, disclose, or otherwise divulge Confidential Information that is furnished by one Party (the "**Disclosing Party**") or its Representatives to the other Party (the "**Receiving Party**") or its Representatives, at any time during the Term or for a period of two (2) years after the termination or expiration of the Term, without the Disclosing Party's express prior written consent. The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to the Disclosing Party, and the Receiving Party shall hold, maintain and treat the same in confidence and trust, will take reasonable security precautions (which will be at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature). Confidential Information may be disclosed to the Receiving Party's Affiliates and its and their directors, officers, employees, actual or prospective equity holders or lenders, agents, attorneys, accountants, financial advisers, auditors, consultants, and separate contractors (collectively, "**Representatives**") on a need-to-know basis for purposes relating to the enforcement of rights and the performance of obligations under this Agreement. The Receiving Party agrees that such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information and that such Representatives, unless bound by an ethical duty of confidentiality, shall agree to be bound by an obligation to protect such Confidential Information in a manner consistent the requirements of this

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Agreement. In any event, the Receiving Party will be responsible for any disclosure of Confidential Information, or any other breach of this Section 7.04, by any of its Representatives.

(b) The term "Confidential Information" does not include any information that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by Receiving Party or its Representatives in violation of this Agreement), (ii) was available to or in the possession of Receiving Party or its Representatives on a non-confidential basis from a source other than Disclosing Party prior to disclosure by the Disclosing Party; provided that such information was disclosed in a manner that, to the Receiving Party's actual knowledge, did not violate an obligation of confidentiality in making such disclosure in favor of the Disclosing Party, or (iii) has been independently acquired or developed by Receiving Party without violating any of its obligations under this Agreement.

(c) Notwithstanding the confidentiality obligation set forth in this Section 7.04, Customer acknowledges that Company may deem it necessary to file, or otherwise disclose in any OCC proceeding, Confidential Information. In connection with any such filings or disclosures, Company shall provide reasonable prior notice to and cooperate with Customer, and shall use Commercially Reasonable Efforts to limit or restrict access to the Confidential Information through an OCC-approved protective order.

(d) In the event that Receiving Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose or is required to file with the OCC any of the Confidential Information, Receiving Party shall provide Disclosing Party prompt prior written notice of such requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Section 7.04 at Disclosing Party's sole cost and expense. In the event that such protective order or other remedy is not obtained, or if Disclosing Party waives compliance with the terms hereof, Receiving Party agrees to provide only that limited portion of the Confidential Information that it is advised by counsel is legally required and to exercise Commercially Reasonable Efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Subject to the foregoing terms of this Section 7.04, the Receiving Party may disclose Confidential Information as may be required by any Governmental Authority, Applicable Law or any applicable securities rules or regulations applicable to the Receiving Party or its Affiliates.

(e) Neither Party shall issue any press releases or publicity release, other than information that is required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has been given notice by, and an opportunity to prevent disclosure by, the Receiving Party as provided in Section 7.04(d)), concerning this Agreement or the participation of the other Party in the transaction contemplated hereby without the prior written approval of the other Party. This Section 7.04 shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals related to this Agreement, as are necessary in order to fulfill such Party's obligations under this Agreement.

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Article 8 MISCELLANEOUS

Section 8.01 No Waiver; Remedies. No Party's failure or delay in exercising any power, right or remedy under this Agreement will operate as a waiver. No single or partial exercise of any power, right or remedy will preclude any other or further exercise of the power, right or remedy or the exercise of any other power, right or remedy. The powers, rights and remedies under this Agreement are in addition to any powers, rights and remedies under law.

Section 8.02 Entire Agreement. Subject to Section 8.01, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements, conditions, or representations. The recitals of this Agreement are hereby incorporated by reference and are made a part as though set forth at length herein. The Parties collectively have prepared the Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of the Agreement or any part hereof.

Section 8.03 Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR LOSS OF REVENUE, WHETHER BY STATUTE, IN TORT, COMMON LAW, STRICT LIABILITY OR CONTRACT OR OTHERWISE. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 8.04 Force Majeure. Company shall not be responsible or liable for any delay or failure in its performance hereunder (excluding payment obligations) due to events or conditions of Force Majeure; provided that (a) Company gives Customer written notice describing the particulars of the event or condition of Force Majeure, such notice to be provided within forty-eight (48) hours after the determination by Company that an event or condition of Force Majeure has occurred, but in no event later than ten (10) days from the date of the occurrence of the event or condition of Force Majeure, and (b) when Company is able to resume performance of its obligations under this Agreement, Company shall give Customer prompt written notice to that effect.

Section 8.05 Amendment. This Agreement may be amended, supplemented or modified only by written agreement executed by both Parties.

Section 8.06 Assignment; Change of Control. The rights and obligations of Customer under this Agreement may not be sold, assigned, or otherwise transferred without prior written approval from Company (not to be unreasonably withheld, delayed or conditioned. This Agreement is intended solely for the benefit of each Party and their respective successors or permitted assigns and is not intended to confer third-party beneficiary rights on any other Person. This Agreement and the rights and obligations of the Parties contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. Customer shall immediately notify Company in writing following

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any Change of Control of Customer or of any guarantor under a Guaranty. Any assignment by Customer in violation of this Section 8.06 will be null and void ab initio, and any such assignment or any failure to provide notice of a Change of Control in violation of this Section 8.06 will constitute a Triggering Event with respect to Customer.

Section 8.07 Conflicts. In the event of a conflict between this Agreement and any attachment, appendix, or exhibit hereto, the terms and conditions of this Agreement shall prevail. In the event of a conflict between this Agreement and any applicable Tariff, the applicable Tariff shall prevail.

Section 8.08 Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 8.09 Counterparts. This Agreement may be executed in counterparts each of which so executed shall be deemed an original and constitute one and the same agreement. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same effect as manual signatures for the purposes of validity, enforceability and admissibility.

Section 8.10 Compliance with Applicable Law. Each Party shall, at its own cost and expense, comply, as applicable, with all Applicable Laws, whether now in force or enacted in the future, in all material respects. In the event that a change in any Applicable Law requires a modification in the terms or conditions of this Agreement, the Parties agree to negotiate in good faith to amend this Agreement. If the Parties are unable to agree on any such amendment, this Agreement shall remain in full force and effect in accordance with its terms, unless and until otherwise terminated pursuant to the provisions hereof.

Section 8.11 Ownership & Title. All systems, equipment, materials, property installed or provided by Company, as well as real property rights acquired by Company, will remain the property of Company, regardless of any payment or reimbursement by Customer. These payments are treated as contributions toward service and do not grant Customer any ownership interest or control over Company assets or real property rights.

Section 8.12 Survival. Provisions of this Agreement that expressly or by their nature extend beyond termination of this Agreement, including confidentiality and liability limitations, will remain effective after expiration or termination. Additionally, all payment obligations and liabilities of a Party incurred before termination of this Agreement survive termination of this Agreement.

[Signature pages follow.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CUSTOMER:

[NAME]

By:
Name: _____
Its: _____

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COMPANY:

OKLAHOMA GAS AND ELECTRIC COMPANY

By:
Name: _____
Its: _____

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Exhibit A
Contract Demand Schedule
(MW)