BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF OKLAHOMA GAS AND ELECTRIC COMPANY FOR COMMISSION APPROVAL OF ELECTRIC SERVICE AGREEMENTS AND PREAPPROVAL OF CAPACITY PURCHASE AGREEMENTS PURSUANT TO 17 O.S. § 286(C)	))))))	Case No. PUD2026-000031

Redacted Confidential Testimony Summary of John P. Laws

Direct Testimony

In his Direct Testimony, John Laws first provides his educational qualifications and employment history. He explains that the purpose of his testimony is to support the Company's request for relief in this Application by explaining the business arrangement contemplated by the special contracts between Alliance Site & Grid, LLC, a wholly-owned subsidiary of Google, LLC ("Google"), to serve three new Oklahoma data centers to be built and operated by Google, providing an overview of the agreements between Google and OG&E, and discussing the customer protections embedded in these agreements.

Mr. Laws testified that Google identified certain project sites in the State of Oklahoma for the development of three new data centers and has entered into Energy Service Agreements ("ESAs") with OG&E for electric service at each of the sites. He stated that the aggregate contract demand across the new Oklahoma data centers reaches approximately [redacted] by 2036, with the ability to scale further from that point. He explained that in addition to the ESAs, OG&E and Google entered into separate Preliminary Agreements whereby Google will fund one hundred percent of the dedicated transmission infrastructure investments necessary to connect each site to the grid, and OG&E will contract for a portion of the generation capacity required to serve the need identified in the Company's 2025 IRP through capacity purchase agreements with Google that are priced below market rates. He testified that Google and OG&E began negotiations in earnest in the first half of 2025, and that the negotiations of the commercial terms were complex and took a number of months to reach an agreement in principle, documented in a Memorandum of Understanding executed on November 4, 2025. Through the Preliminary Agreements, John Laws stated that Google has paid approximately [redacted] to OG&E to date and is expected to agree to pay an additional [redacted] for a total of approximately [redacted] as a Contribution in Aid of Construction, ensuring that existing customers will not bear any of the costs for dedicated transmission infrastructure necessary to connect the Google sites to the grid.

Mr. Laws then testified regarding the key terms of the Energy Service Agreements, explaining that there is one ESA for each of the three Google sites and that, other than contractual terms specific to each site, the ESAs are substantially the same. He stated that rates for service shall be billed pursuant to the Large Power and Light Time of Use tariff at Service Level 1, inclusive of the rider for fuel cost adjustment and all other applicable riders and modifications, and that if a new large load tariff or pricing schedule is approved by the OCC, Google's rates for service shall be subject to change as appropriate. He explained that the total contract term for each

site is comprised of a Pre-Commissioning Period, Commissioning Period, Load Ramp Period, and Initial Term, with the Initial Term continuing for [redacted] for each site, subject to any extension or early termination, each as provided for in the terms of the ESA. The total estimated periods of electric service are approximately [redacted] He further explained that Google will pay a Supplemental Resource Administrative Charge of [redacted] per megawatt-hour of energy generated by each Supplemental Resource on a monthly basis up to the actual measured energy consumption for all three sites.

Mr. Laws testified extensively regarding the customer protections embedded in the ESAs. He explained that Google is required to pay monthly Minimum Charges regardless of energy consumed, with the Minimum Billing Demand never being less than [redacted] of the Contract Demand corresponding to the monthly billing cycle. He stated that in the event Google elects to terminate an ESA early or reduce up to [redacted] of the Maximum Contract Demand, Google will prepay [redacted] of the Minimum Charges for the remainder of the Initial Contract Term, subject to a [redacted] written notice that cannot be given prior to the end of the sixth year of the Initial Term. He testified that the ESAs require Google to provide credit support, noting that the initial aggregate value of the Parental Company Guarantees being provided by Alphabet Inc. in support of the ESAs is approximately [redacted]. He further stated that Google agrees and acknowledges that any potential adverse rate impact to other customer rate classes will be analyzed, reviewed, and addressed by the OCC in each general rate case proceeding and each annual prudency review proceeding of OG&E's FCA rider.

Mr. Laws concluded by testifying that the customer protections in the ESAs are on par with what has been proposed or settled in other jurisdictions, working to protect against key risks including fair cost allocation, stranded costs, and customer default. He noted that Google's parent company and guarantor, Alphabet Inc., is one of the largest constituents of the S&P 500 stock market indices and holds credit ratings from S&P Global Ratings and Moody's Investors Service of AA+ and Aa2, respectively, which significantly reduce the risk of contractual default.

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of August 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:

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