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 17 O.S. § 286(C)	))))))	Case No. PUD2026-000031

JOINT STIPULATION AND SETTLEMENT AGREEMENT

COME NOW the undersigned parties to the above entitled Case ("Stipulating Parties") and present the following Joint Stipulation and Settlement Agreement ("Joint Stipulation") for the Oklahoma Corporation Commission's ("Commission") review and approval as their compromise and settlement of issues in this proceeding. The Stipulating Parties represent to the Commission that this Joint Stipulation represents a fair, just and reasonable settlement of the issues in this Case, that they believe the terms and conditions of the Joint Stipulation are in the public interest, and the Stipulating Parties request the Commission issue an Order adopting and approving this Joint Stipulation.

Effective with a Final Order approving all the elements of this Joint Stipulation, it is hereby stipulated and agreed by and between the Stipulating Parties as follows:

I. Jurisdiction of the Commission

The Stipulating Parties agree that the Commission has jurisdiction with respect to the issues presented in this proceeding by virtue of Article IX, §18 of the Oklahoma Constitution, 17 O.S. § 152 *et seq*., 17 O.S. §286, the Commission's Rules of Practice (OAC 165:5), and the Commission's Electric Utility Rules (OAC 165:35).

II. Recommendations of the Stipulating Parties

This Joint Stipulation represents a comprehensive settlement to become effective with the issuance of a Commission Order approving this Joint Stipulation ("Effective Date").

A. Approvals. The Parties recommend that the Commission approve the three OG&E–Alliance Site and Grid ESAs as special contracts under OAC 165:35-1-2 deemed tariffs under OAC

165:35-5-1(d), grant § 286(C) preapproval of the Rush Springs and High Spring CPAs with capacity costs recoverable through the FCA subject to annual prudence review, and approve the SRAC as proposed, subject to the following terms and conditions.

B. Customer impact assessment. OG&E shall perform Customer Impact Assessments under the prescribed Base Case / What-If methodology. This Assessment shall be conducted in each general rate case conducted during the life of the contract. See Customer Impact Assessment ("Assessment") to be supplemented as Exhibit A.

C. Transmission. Google funds 100% of dedicated transmission and distribution infrastructure as CIAC. OG&E has identified no necessary regional or network upgrades as a direct result of the Google load as determined pursuant to the cost causation principles required by 17 O.S. Sections 900-906, and must notify the Commission and the Stipulating parties within 30 days if it later does. Upon an SPP determination of a regional or network upgrade as a result of the Google load as determined as previously stated, OG&E and Google will engage in good faith negotiations for how those costs should be handled, and OG&E will propose a methodology to the Commission in a future proceeding, which may be challenged by any party to the case.

D. Cost allocation inputs. If CWIP is approved by the Commission to be recovered from customers, CWIP shall also be collected from Google.

E. Revenue adequacy and billing minimums. OG&E shall provide to the Public Utility Division and the Oklahoma Attorney General a Highly Sensitive Confidential 12-month projection of minimum bill revenues per site and in aggregate within 90 days of a final order in this Case and update it annually until each site reaches full Contract Demand. Any cost component later moved into base rates becomes subject to the billing minimums. Supplemental Resource Administrative Charge ("SRAC") revenues shall be separately tracked.

F. Resource adequacy tracking. During the IRP process and pursuant to a protective order, OG&E shall provide Highly Sensitive Confidential information related to the portion of forecast requirement attributable to the XLPL Tariff customer class. Customers of this class will not be individually identified.

III. General Reservations

The Stipulating Parties represent and agree that, except as may be specifically provided for herein to the following general reservations:

A. Negotiated Settlement

This Joint Stipulation represents a negotiated settlement for the purpose of compromising and resolving all issues raised in this Case.

B. Authority to Execute

Each of the undersigned affirmatively represents to the Commission that he or she has fully advised his or her respective client(s) that the execution of this Joint Stipulation constitutes a resolution of issues which were raised in this proceeding; that no promise, inducement or agreement not herein expressed has been made to any Stipulating Party; that this Joint Stipulation constitutes the entire agreement between and among the Stipulating Parties; and each of the undersigned affirmatively represents that he or she has full authority to execute this Joint Stipulation on behalf of his or her client(s).

C. Joint Stipulation Represents a Balance and Compromise of Positions

The Stipulating Parties stipulate and agree that the agreements contained in this Joint Stipulation have resulted from negotiations among the Stipulating Parties. The Stipulating Parties hereto specifically state and recognize that this Joint Stipulation represents a balancing of positions of each of the Stipulating Parties in consideration for the agreements and commitments made by the other Stipulating Parties in connection therewith. Therefore, in the event that the Commission does not approve and adopt all of the terms of this Joint Stipulation, this Joint Stipulation shall be void and of no force and effect, and no Stipulating Party shall be bound by the agreements or provisions contained herein. The Stipulating Parties agree that neither this Joint Stipulation nor any of the provisions hereof shall become effective unless and until the Commission shall have entered an Order approving all of the terms and provisions as agreed to by the parties to this Joint Stipulation.

D. No Admissions Nor Waivers

The Stipulating Parties agree and represent that the provisions of this Joint Stipulation are intended to relate only to the specific matters referred to herein, and by agreeing to this Joint Stipulation, no Stipulating Party waives any claim or right which it may otherwise have with respect to any matters not expressly provided for herein. Nothing contained herein shall constitute

an admission by any Stipulating Party that any allegation or contention in this proceeding is true or valid or shall constitute a determination by the Commission as to the merits of any allegations or contentions made in this proceeding.

E. No Precedential Value

The Stipulating Parties agree that the provisions of this Joint Stipulation are the result of negotiations, and the terms and conditions of this Joint Stipulation are interdependent. The Stipulating Parties further agree and represent that neither this Joint Stipulation nor any Commission order approving the same shall constitute or be cited as precedent or deemed an admission by any Stipulating Party in any other proceeding except as necessary to enforce its terms before the Commission or any court of competent jurisdiction. The Commission's decision, if it enters an order approving this Joint Stipulation, will be binding as to the matters decided regarding the issues described in this Joint Stipulation, but the decision will not be binding with respect to similar issues that might arise in future proceedings. A Stipulating Party's support of this Joint Stipulation may differ from its position or testimony in other cases. To the extent there is a difference, the Stipulating Parties are not waiving their respective positions in other cases. Because this is a stipulated agreement, the Stipulating Parties are under no obligation to take the same position as set out in this Joint Stipulation in other dockets.

F. Outstanding Discovery and Motions

As between and among the Stipulating Parties, any pending requests for information or discovery and any motions that may be pending before the Commission or the Administrative Law Judge are hereby withdrawn.

[Signature pages to follow]

WHEREFORE, the Stipulating Parties hereby submit this Joint Stipulation and Settlement Agreement to the Commission as their negotiated settlement of this proceeding with respect to all issues raised with respect to the Application filed herein by Oklahoma Gas and Electric Company and respectfully request the Commission issue an Order approving this Joint Stipulation and Settlement Agreement.

OKLAHOMA GAS AND ELECTRIC COMPANY

Dated: 9/9/2026 By: Ken Miller

PUBLIC UTILITY DIVISION
OKLAHOMA CORPORATION COMMISSION

Dated: _____ By: _____

OFFICE OF THE OKLAHOMA ATTORNEY GENERAL

Dated: _____ By: _____

GOOGLE LLC

Dated: _____ By: _____

OKLAHOMA INDUSTRIAL ENERGY CONSUMERS

Dated: _____ By: _____

OKLAHOMA SUSTAINABILITY NETWORK

Dated: _____ By: _____

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OKLAHOMA GAS AND ELECTRIC COMPANY

Dated: _____ By: _____

PUBLIC UTILITY DIVISION
OKLAHOMA CORPORATION COMMISSION

Dated: 9/9/26 By: Jana Mitchell

OFFICE OF THE OKLAHOMA ATTORNEY GENERAL

Dated: _____ By: _____

GOOGLE LLC

Dated: 9/9/26 By: Jim Roth (counsel)

OKLAHOMA INDUSTRIAL ENERGY CONSUMERS

Dated: _____ By: _____

OKLAHOMA SUSTAINABILITY NETWORK

Dated: _____ By: _____

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OKLAHOMA GAS AND ELECTRIC COMPANY

Dated: _____ By: _____

PUBLIC UTILITY DIVISION
OKLAHOMA CORPORATION COMMISSION

Dated: _____ By: _____

OFFICE OF THE OKLAHOMA ATTORNEY GENERAL

Dated: September 9, 2026 By: Brice Bettman

GOOGLE LLC

Dated: _____ By: _____

OKLAHOMA INDUSTRIAL ENERGY CONSUMERS

Dated: _____ By: _____

OKLAHOMA SUSTAINABILITY NETWORK

Dated: _____ By: _____

EXHIBIT "A"

TO THE JOINT STIPULATION AND SETTLEMENT AGREEMENT

CASE NO. PUD2026-000031

CUSTOMER IMPACT REVIEW PROTOCOL

3.1 Customer impact assessment. This set of principles shall be considered by OG&E in conducting Customer Impact Assessments ("Assessment") in each general rate case conducted during the life of the Google ESAs. It is not binding on OG&E or other intervenors and meant to serve as a starting point for conducting a with and without Google analysis. The parties recognize that the XLPL case (PUD No. 2026-46) and future rate cases may provide additional guidance on these principles.

3.2 Scope limitation. Cost-of-service allocation, the reasonableness of the calculated Customer Impact, and class rate design arising from the Assessment shall be adjudicated only in a general rate case or other proceeding as determined by the Commission.

3.3 Methodology. Each Assessment shall compare:

(a) **Base Case** — actual operations and costs;

(b) **What-If Case** — the Base Case with the Google load removed, together with the accredited capacity and required capacity reserves associated with serving that load

3.4 What if Case. The Assessment must isolate and differentiate between Google-caused costs and independent system drivers. It must not attribute costs to Google for removal in the What If Case that are driven by independent factors, including but not limited to:

A. Load growth in other customer classes,
B. Fleet-wide environmental retirements,
C. General system reliability or regional transmission investments that would be required regardless of Google's presence, and

General system-wide cost increases. In assessing the shifting of demand and energy allocators, the analysis must account for these independent system variables to ensure that the What If case only removes costs Google directly causes.

Any What if case needs to also include consideration of the benefits the Google load brings to existing customers and how the removal of those benefits also impacts the Assessment, while excluding non-qualifying benefits under Section 3.7.

3.5 Generating Capacity and Price applied. The generating capacity removed in the What-If Case equals the accredited capacity and required capacity reserves (MW) required to serve the Google load, determined on the same accreditation basis SPP applied. Capacity removed shall be priced at the net cost of generation resources, expressed in $/kW-year, having a commercial operation date or contract start date **on or after**

July 1, 2026—including owned generation, PPAs, CPAs, and other capacity contracts—and shall capture fixed capital and O&M costs, fuel and non-fuel variable costs, and market revenues. Average embedded cost of the total generation fleet shall not be used as the basis for determining the price of capacity required to serve Google that is removed in the What-If Case.

3.6 Allocator effects. In assessing the effect of shifting demand and energy allocators, only the removal of the Google load shall be modeled. No other load, resource, or cost change shall be assumed.

3.7 Exclusions. The Assessment shall not credit other economic effects, including job creation, taxes paid, or induced economic development. In addition, the Assessment shall not credit grid resilience or other reliability benefits.

3.8 Burden. OG&E bears the burden of producing and supporting each Assessment along with underlying calculations and assumptions. All parties retain the right to review, contest, and offer alternative calculations in the rate case or other proceeding as determined by the Commission in which the customer impact amount is determined.

3.9 Flexibility and Right to Contest. The methodologies and principles outlined herein represent a starting framework. All parties (including Google, OG&E, the PUD, and the Attorney General) explicitly retain their unrestricted right to advocate for alternative calculations, refinements, or different cost-of-service methodologies in future rate cases over the life of the service contracts.