ATTACHMENT "A"

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 Bathan

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.

FILED TESTIMONY SUMMARIES CASE NO. PUD2026-000031

REDACTED VERSION

DIRECT TESTIMONY

1. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY OF KIMBER L. SHOOP ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Direct Testimony, Kimber Shoop first provided his educational qualifications and employment history. He is the Director of Regulatory Affairs for Oklahoma Gas and Electric Company ("OG&E"). The overall purpose of his testimony is to support the Company's request for Commission approval of three Electric Service Agreements ("ESAs") with Google, which became effective [redacted], and to seek pre-approval of two Capacity Purchase Agreements ("CPAs") under which Google will sell OG&E needed generation capacity from two solar farms within OG&E's service territory.

Mr. Shoop testified that Google is developing three data center sites that will add significant demand to OG&E's system beginning in 2026, ramping to over [redacted] in 2028 and then to over [redacted] by 2036. He stated that OG&E and Google worked together to develop unique terms and conditions that ensure the Company will be able to recover the costs of the large investments needed to serve Google while protecting OG&E's other customer classes from any potential rate impacts. He explained that existing system costs will be spread over many more kilowatt-hours, resulting in all retail customers on the system paying less per kilowatt-hour, and that the new load puts downward pressure on rates for everyone. He further testified that customer protections negotiated in the special contracts include large contribution in aid of construction payments totaling over [redacted], significant performance security, long-term commitment from Google with exit fees, minimum demand and energy charges, and recognition that any potential adverse rate impact to other customer classes will be reviewed and addressed in each general rate proceeding. He noted that OG&E is also developing a Large Load Tariff that will propose pricing that protects existing customers beyond the protections contained in the ESAs.

Mr. Shoop then testified regarding OG&E's significant capacity needs, explaining that the Company's 2024 Integrated Resource Plan showed a significant capacity need that has only grown. He presented data showing that the summer capacity need under the 2025 IRP Update is 1,083 MW in 2028, growing to 2,223 MW in 2031. He stated that even after all projects contracted from the 2024 All Source RFP are placed in service, OG&E still has significant needs in both summer and winter, with the summer need at 976 MW in 2028 alone, growing to nearly 2,800 MW in 2034, and the winter need at almost 1,200 MW in 2028, growing to over 3,000 MW in 2034. He explained that the two CPAs will not completely satisfy the Company's capacity needs but will provide approximately 360 MW of accredited summer capacity and 120 MW of accredited winter capacity from two solar facilities: Rush Springs at 200 MW expected in service spring 2027 and High Spring at 400 MW expected in service spring 2028.

Mr. Shoop explained that the CPAs are beneficial for customers because the cost for each CPA is fixed over the 15-year term at [redacted], and this price is roughly 26% lower than the lowest-cost bid initially offered into the Company's 2024 All Source RFP and

approximately 58% lower than the least-cost CPA the Company ultimately executed through the RFP. He stated that the CPAs also include protections such as firm delivery obligations and alternative-facility nomination options to ensure capacity is available when needed, and that the Company will only pay for the amount of capacity that is actually scheduled and received. He noted that the CPAs contain provisions requiring Google to identify and provide capacity from alternative facilities at no additional cost under certain conditions.

Mr. Shoop concluded by testifying that OG&E requests the Commission approve the three special contracts with Google and grant pre-approval of the two CPAs pursuant to 17 O.S. Section 286(C), including a determination that OG&E has a need for the capacity provided by these CPAs and that the CPAs are reasonable compared to the All-Source RFP bids. He stated that OG&E requests authorization to recover the costs of the CPAs through its Fuel Adjustment Clause, consistent with the recovery directed by the Commission in Order No. 753440 in Case No. PUD 2025-000038. He further testified that OG&E requests approval from the Commission by October 30, 2026, explaining that if the long-term agreements are not approved by that date, the negotiated customer protections will not apply until the Commission issues an order and the Special Contract is fully in effect, and that timely approval will ensure that OG&E's existing customers remain protected.

2. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY OF JOHN LAWS ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

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.

3. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY OF MATTHEW J. SCHUERMANN ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Direct Testimony, Matthew J. Schuermann first provided his educational qualifications and employment history. He explained the purpose of his testimony is to support the pre-approval of capacity resources that have been selected by the Company to meet the

resource adequacy needs as shown in its 2024 and 2025 Integrated Resource Plans. Specifically, he testified that OG&E is requesting pre-approval for two Capacity Purchase Agreements, which are associated with the special contracts also being presented in this case.

Mr. Schuermann testified that the two generating resources associated with the Capacity Purchase Agreements are the Rush Springs facility, a solar generation project under construction with a nameplate rating of 200MW and an expected in-service date during the spring of 2027, and the High Spring facility, also a solar generation project under construction with a nameplate rating of 400MW and an expected in-service date during the spring of 2028. He stated that the CPAs, in combination, would provide approximately 360MW of accredited capacity during the summer resource adequacy periods and approximately 120MW of accredited capacity during the winter resource adequacy periods. He further noted that although this addition does not fully address the Company's projected capacity shortfall over the coming years, it does represent an important progression towards meeting and supporting the Company's capacity requirements.

Mr. Schuermann explained that the negotiations for providing electric service to certain Google sites have been in process for over a year, and that Google first introduced the topic related to their ability to offer capacity resources in January of 2025. He testified that Google does not own the generation facilities but has a contract to acquire [redacted], from both Rush Springs and High Spring, which provides Google with the rights to sell the capacity to another party. He described each CPA as providing both summer and winter capacity for a term of 15 years, with the Rush Springs CPA beginning with the 2027 summer period and the High Spring CPA beginning with the 2028 summer period. He stated that the Company will only pay for the amount of capacity that is actually scheduled and received during the periods, with the specific amount of capacity varying depending on the accreditation assigned by the Southwest Power Pool. He testified that the cost for each CPA is fixed over the 15-year term at [redacted].

Mr. Schuermann then testified regarding the competitiveness of the CPA pricing, stating that compared to other bids offered into the Company's 2024 All Source RFP, the price for both CPAs is roughly 26% lower than the lowest-cost bid initially offered, although that bid was later withdrawn, and approximately 58% lower when compared to the least-cost CPA the Company ultimately executed through the RFP. He explained that the CPAs become effective only once the Conditions to Effectiveness under the Energy Service Agreements are satisfied or waived, and that if those conditions are not met by the ESA long-stop date, either party may terminate the CPAs with no further liability. He described several protections built into the contracts, including that Google must deliver the greater of the accredited capacity assigned by SPP or the capacity it would have received if fully available, protecting OG&E from capacity reductions caused by delays, derates, or operational issues. He further stated that if Google fails to deliver the required capacity, it must pay the net cost difference between the contracted rate and the cost of replacement capacity, any regulatory penalties arising from the failure, and its proportional share of any SPP Deficiency Payments, and that failures by project owners are treated as failures by Google such that force majeure cannot be used to avoid liability.

Mr. Schuermann testified that the CPAs provide significant benefits, including a material quantity of capacity at the lowest cost available to the Company, alternate facilities to supply the needed capacity in the event that either the Rush Springs or High Spring facilities are not available, and a contract structure that allows OG&E to receive needed capacity without taking on the energy market pricing risk of a Power Purchase Agreement that includes both the purchase of capacity

and energy. He concluded by recommending the Commission grant pre-approval of the CPAs, stating that these projects are priced below market and that based on his experience, he believes these projects will provide significant value to customers.

4. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY OF JASON J. THENMADATHIL ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Direct Testimony, Jason Thenmadathil first provides his educational qualifications and employment history. He is Director of Regulatory Accounting for Oklahoma Gas and Electric Company. The overall purpose of his testimony is to present the results of an analysis undertaken by OG&E, utilizing the most recently approved cost of service study, which demonstrates downward rate pressure to the existing customer base from the proposed Google data centers. In addition, he sponsors the estimated customer impact associated with the two Capacity Purchase Agreements being requested for recovery in this case.

Mr. Thenmadathil testified that the addition of a large-load data center such as Google can provide tangible benefits to existing customers. He explained that these facilities typically operate at high load factors, drawing a consistent and predictable level of power, which allows the utility to spread its fixed system costs across a much larger volume of sales, creating downward pressure on rates. He stated that production demand allocators, which assign the costs of the generation fleet to different customer classes based on their contribution to system peaks, would shift significantly with the addition of Google's substantial and steady demand, reducing the proportional share of fixed production costs that must be recovered from other customer classes. He further testified that all embedded system costs, including operations and maintenance expenses, employee salaries, and software related expenditures, will be shared with Google through the allocation process, benefiting other customers.

Mr. Thenmadathil then testified that the Company modified its most recently approved cost of service study from Case No. PUD 2023-000087 to demonstrate how the addition of the Google data centers could impact other customers. He explained that this analysis is not meant to represent a cost of service study designed for setting new rates, but rather an illustrative study for the purpose of presenting a targeted incremental impact analysis that isolates the impact of Google's load. He stated that the analysis demonstrates a shift that reduces costs for existing customers, translating into residential customer benefits of approximately $1.83 per month with Google's load at [redacted] by 2027, growing to an estimated $5.33 per month at [redacted] by 2031, and $6.84 per month at [redacted] by 2036. He testified that even current Large Power and Light customers experience a benefit despite the production demand allocator increasing for the entire class, because the substantial amount of demand and kilowatt-hours added still results in other members of that class seeing a benefit. He further stated that by the time Google reaches approximately [redacted] of contract demand, customers would have benefited from about $130 million of cost shifting, calculated by taking the total revenue requirement for recently approved and pending generation projects from 2027 through 2036 and calculating the total class revenue requirement difference between current settled production demand allocators and modified allocators reflecting Google's load.

Mr. Thenmadathil testified that the Google contract contains a provision recognizing that any potential adverse rate impact to other customer classes resulting from the cost of providing

service to Google will be reviewed and addressed in each general rate proceeding. He explained that this assurance could take the form of a separate cost of service study performed and submitted in a future rate case, testing whether Google had an adverse rate impact for other customers by comparing a cost of service study with and without Google's load and a proportional share of their contributing generation need. He stated that this provision allows the Commission to review the impact and decide how to address any negative impact, giving additional assurance that current customers will not be negatively impacted due to changes occurring in the future.

Mr. Thenmadathil also testified regarding the customer impact of the Rush Springs and High Spring Capacity Purchase Agreements. He stated that OG&E requests rider cost recovery to begin once the Commission has approved the projects and the Company begins incurring costs, with costs for the Rush Springs CPA included in the FCA rider when OG&E begins paying for delivered capacity in 2027 and the High Spring CPA beginning in 2028. He explained that the customer impact was calculated using the standard allocation method typically used for pre-approval cases, applying the most recently approved production demand allocator from Case No. PUD 2023-000087, resulting in a monthly bill impact for residential customers of approximately $0.13 per month in 2027, $0.41 per month in 2028, and $0.46 per month in 2029. He testified that since the CPAs provided by Google are below-market price, there is a benefit to customers, and that selection of the Google CPAs equates to a savings of about $0.60 per month in 2029 when compared to the least cost CPA executed through the RFP, as discussed in the testimony of OG&E witness Schuermann.

5. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY OF GWIN CASH ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Direct Testimony, Gwin Cash first provided his educational qualifications and employment history. He is Senior Manager of Pricing, Rate Administration, and Load Analysis for Oklahoma Gas & Electric Company. Mr. Cash testified the purpose of his testimony is to explain the various rate design and cost allocation components of the three Electric Service Agreements requested for approval in this case, specifically the provisions found in section 5 of the ESAs covering applicable tariffs, minimum billing features, cost-of-service study allocator treatment, and rate design.

Mr. Cash testified that the customer protections contained in the ESAs comport with the customer protections described in the Commission's final order in Case No. PUD 2025-000038. He explained that the Commission's order in that case identified several benefits of a new large load tariff, including rates developed from allocations specific to very large load sizes, accommodation of unique energy needs and service agreement durations, and the ability to employ customer and system protections such as minimum bills, contract lengths, and other requirements. He stated that these benefits and certain other customer protections are included in various forms in the special contracts requested for approval. He further testified that while the terms and conditions of a new large load tariff are not yet known, the ESAs provide that the non-rate terms and conditions of the ESAs will control over the terms and conditions of any subsequent tariff, and

that the new large load tariff, if approved and determined to be applicable to Google, will adjust the base rate pricing of the customer, energy, demand, and other charges.

Mr. Cash then testified regarding the minimum billing features of the ESAs, explaining that they are designed to ensure an appropriate amount of cost recovery by establishing a baseline level of charges that apply regardless of actual usage, thereby reducing risk and protecting other customers from potential cost shifts. He stated that there are two primary components described in section 5.02 of the ESAs: a Minimum Billing Demand Charge and a Minimum Billing Energy Charge. He explained that the Minimum Billing Demand Charge is calculated as the product of the demand charges, expressed as dollars per kilowatt, and a Minimum Billing Demand set at [redacted] of the ESAs' Contract Demand, with the billed demand being the greater of this minimum value or actual measured demand corrected for power factor. He further explained that the [redacted].

Mr. Cash stated that the billing minimums will have applicability to any tariff that serves as a rate recovery mechanism for fixed costs, including the base rate tariff, Large Power and Light Time-of-Use, and riders that serve as fixed cost recovery for periods in between general rate case proceedings, such as the Generation Capacity Rider, Grid Enhancement Mechanism, and the Interim Rate Rider. He added that the allocated portion of capacity costs included for recovery in the Fuel Cost Adjustment rider will also be subject to the billing minimums, while all other riders' energy and demand charges will be subject to actual metered energy and demand. He testified that because these billing minimums are tied to fixed cost recovery tariffs, they ensure an adequate level of revenue tied to the capital investments incurred by these ESAs, and that absent a minimum amount of revenues from large customers like Google, there could be adverse impacts on other customers in their specific customer class and other customer classes.

Mr. Cash testified that for the purpose of cost allocation during general rate case proceedings, Google's contract demand will be utilized to allocate costs to Google, ensuring that adequate cost is allocated through the LPL-TOU or other applicable rate class. He explained that this approach stands in contrast to the common practice of utilizing actual test year demands, which would be less than the contract demands and would result in lower cost allocations potentially being shifted to other customer classes. He stated that this cost allocation proposal protects against any negative allocation to other customer classes. Mr. Cash concluded by recommending that the Commission approve the special contracts as filed, inclusive of the rate design, tariff applicability, cost allocation, and bill minimum provisions as described in his testimony and found in sections 5.01(a), 5.02, and 5.03 of the special contracts.

6. REDACTED TESTIMONY SUMMARY OF THE CONFIDENTIAL DIRECT TESTIMONY MATTHEW DECOURCEY ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Direct Testimony, Matthew DeCourcey first provides his educational qualifications and employment history. He has previously appeared before the Oklahoma Corporation Commission in PUD 2021-00163 on behalf of Empire District and has made appearances before utility regulators in other jurisdictions. Mr. DeCourcey explained the purpose of his testimony is

to support OG&E's request to approve the Electric Service Agreements, or ESAs, it has executed with Alliance Site and Grid, LLC, a subsidiary of Google Energy, LLC, to serve new data centers.

Mr. DeCourcey testified that an industry standard has emerged requiring utilities seeking to serve new large load customers to demonstrate two types of protection for existing customers: protection from the risk of stranded costs and protection from cost subsidies (i.e., existing customers paying a portion of the costs to serve new large load customers). He explained that stranded costs arise when a utility makes investments to serve a customer that subsequently leaves the system, leaving unrecovered costs that other customers would potentially need to absorb. He noted that regulators in Indiana, Nevada, Ohio, Missouri, Michigan, and other states have investigated and implemented large load tariffs, and that policymakers including the Trump White House, through its Ratepayer Protection Pledge issued in March 2026, have emphasized these same priorities and have sought to protect existing utility customers from stranded cost risks and from subsidizing the costs of serving new large loads. He further noted that Alphabet, the parent company of Google, is a signatory to that pledge. He stated that where utilities have demonstrated adequate customer protections, regulators have generally approved special contracts and large load tariffs. He also noted that the Staff of the Public Utilities Division has identified stranded cost risk and cost subsidy prevention as key regulatory issues that must resolved before integrating new large loads, consistent with his own conclusions.

Mr. DeCourcey then testified that the ESAs effectively mitigate the risk of stranded costs through multiple contractual mechanisms. He explained that the ESAs require Google to fund 100% of the costs of dedicated transmission and distribution infrastructure through a Contribution in Aid of Construction, impose a [redacted], and establish an exit fee calculated by applying the [redacted] contract minimum for the entire duration of the agreement. He further explained that the ESAs include a unique energy-based minimum billing requirement based on [redacted] of energy charges assuming an [redacted] load factor to the minimum demand requirement, and require Google to provide credit equal to the entire remaining value of the contract, effectively pre-funding the exit fee and eliminating default risk. He compared these provisions against large load tariffs approved for eleven other utilities, including AEP Ohio, Ameren Missouri, Appalachian Power, Consumers Energy, Evergy Kansas, Florida Power and Light, Indiana Michigan Power, Kentucky Power, PPL Electric, Santee Cooper, and Virginia Electric Power Company, and concluded that the ESAs meet or exceed the protections in place at each. He also reviewed recently approved and pending special contracts, including the DTE-Oracle agreement in Michigan and the WPL-Degas agreement in Wisconsin, and found that neither provides more robust customer protections than the ESAs.

Mr. DeCourcey further testified that existing customers will not subsidize OG&E's cost to serve Google's loads and that rates for existing customers are likely to decline. He referenced the Cost of Service Study conducted by Company Witness Jason Thenmadathil, which updated the COSS approved in OG&E's last base rate case to include demand from the new data centers and found that adding the new loads will shift costs away from other customer classes and toward Google. He stated that this finding is consistent with conclusions reached by utilities and regulators in other jurisdictions, citing examples from Michigan, Georgia Power, Evergy, and Pacific Gas and Electric. Georgia Power, for example, estimated cost savings of at least $8.50 per month for residential customers in 2029, 2030, and 2031, and PG&E claimed that for every 1,000

MW of demand added under its proposed tariff, total costs for existing customers will decline by 1-2%.

Mr. DeCourcey testified that the ESAs establish a powerful fail-safe mechanism that facilitates the Commission's after-the-fact review of customer benefits and impacts from adding Google as an OG&E customer. He explained that the parties have acknowledged that the Commission can review potential rate impacts without limitation on what a potential impact might consist of, that such reviews would be conducted on an ex-post basis using financial actuals rather than forecasts, and that the Commission will have frequent opportunities to review impacts in each general rate case proceeding and each review proceeding for the Company's Fuel Cost Adjustment rider. He stated that he is not aware of any other mechanisms structured in exactly this way and that on the basis of the fail-safe mechanism alone, it would be reasonable to characterize these agreements as being very much oriented towards protecting OG&E's existing customers. He also noted that OG&E is developing a large load tariff that could provide additional customer protections, and that Google will pay rates under the rate tariffs applicable to it. For these reasons, Mr. DeCourcey concluded by recommending that the Commission approve the Company's Application.

RESPONSIVE TESTIMONY

7. SUMMARY OF REDACTED RESPONSIVE TESTIMONY OF MARK E. GARRETT ON BEHALF OF OKLAHOMA INDUSTRIAL ENERGY CONSUMERS

In his Responsive Testimony, Mr. Garrett addresses OG&E's request for preapproval of OG&E's Electric Service Agreements ("ESAs") and Capacity Purchase Agreements (CPAs) with Google, LLC ("Google") to serve three proposed data center facilities in Oklahoma. His testimony reviews the specific contractual provisions which provide protection for existing OG&E customers to ensure that existing customers are not exposed to stranded costs, cost shifting, or undue financial risk. These provisions include, among other things:

1. Long-term contract commitments;
2. Minimum billing demand and energy charges;
3. Credit support and guarantees;
4. Early termination and capacity-reduction exit fees;
5. Google funding of all dedicated transmission and distribution infrastructure through Contributions in Aid of Construction ("CIAC"); and
6. Provisions recognizing Commission authority to review and address any potential adverse rate impact in future rate proceedings through cost-of-service adjustments.

The ESAs also provide for tariff-based pricing and potential migration of the Google load to a future Commission-approved large load tariff, if applicable. Mr. Garrett concludes that the customer protections included in the Google ESAs are sufficient to protect other OG&E customers from paying higher costs as a result of adding Google's load to the system.

Mr. Garrett also reviews OG&E's cost of service studies ("COSS") which calculate the costs on OG&E's system both "with and without" the addition of Google's load and resources. In

his view, a COSS comparison is a reasonable approach to show that the addition of Google's load to OG&E's system provides a net benefit to the system. He concludes the COSS comparisons along with the contractual protections appear adequate to safeguard the interests of existing OG&E customers. He recommends, as a condition of preapproval, that the Commission require OG&E to present cost of service studies in future rate cases to demonstrate that Google *continues* to provide no net detriment to its system. In the event that a future COSS should demonstrate that Google's load and resources are causing an adverse impact on other customers, he recommends that the Commission adjust Google's rates at that time, on a prospective basis, to eliminate any deficiencies going forward that Google may be causing on OG&E's system.

8. SUMMARY OF THE RESPONSIVE TESTIMONY OF FRANK J. BELING ON BEHALF OF GENTNER F. DRUMMOND, OKLAHOMA ATTORNEY GENERAL

Mr. Frank J. Beling submitted pre-filed responsive testimony in the present Case on August 5, 2026. Mr. Beling summarized his educational and professional experience before addressing Oklahoma Gas and Electric Company's ("OG&E" or "Company") request for Commission Approval of Electric Service Agreements and Preapproval of Capacity Purchase Agreements ("CPAs") pursuant to 17 O.S. § 286(C).

Mr. Beling first discussed the Company's forecasted need for additional capacity. Mr. Beling explained that new large loads are a significant driver of that need, and that Google's projected load represents a meaningful portion of the Company's projected demand forecast. Mr. Beling also described the Company's recent resource procurement efforts and explained that Google secured and sold to the Company two CPAs to help address the capacity need associated with Google's proposed data center load.

Next, Mr. Beling discussed the Company's requested preapproval of cost recovery for the Rush Springs and High Spring CPAs. Mr. Beling also explained that the CPAs were not bid into the Company's 2024 All-Source Request for Proposals ("RFP") but instead resulted from negotiations between the Company and Google after the RFP process. Mr. Beling noted that the CPAs appear to have favorable pricing compared to the CPA options available in the Company's RFP, but Mr. Beling also elaborated that the Company did not evaluate the CPAs using the same scoring methodology applied to the RFP bids. Mr. Beling then recommend that in the future the Company evaluate post-RFP proposals using the same scoring methodology applied in the applicable competitive solicitation when those proposals are relied upon to support a request for pre-approval of cost recovery. Mr. Beling noted that the Attorney General continues to recommend resources be evaluated in an RFP process. However, based on the particular facts and circumstances in this Case, the Attorney General does not object to the selection of the two CPAs.

Subsequently, Mr. Beling summarized the provisions of the Company's proposed Electric Service Agreements with Google, including the proposed Supplemental Resource Administrative Charge. Mr. Beling explained that one of the purposes of this charge is to provide the Company with a mechanism for earning a return. Mr. Beling stated that although he generally does not support a utility earning a return on CPAs, Mr. Beling explained the Supplemental Resource Administrative Charge is acceptable in this Case because it is related to the unique set of transactions between Google and the Company and does not affect other customers' rates. Mr. Beling further clarified that any approval of the Supplemental Resource Administrative charge should not be viewed as precedent for allowing utilities to earn a return on CPAs.

Next, Mr. Beling discussed several risks associated with serving large loads such as stranded investment, cost shifts due to lagging allocation factors, misallocation of Construction Work in Progress, and upward rate pressure on Company rates. For each of these risks, Mr. Beling discussed if the risks are addressed by the terms of the ESAs.

Mr. Beling then addressed the Company's assertion that adding Google's load will result in reduced rates for the other classes. Mr. Beling described the analysis performed by the Company to reach this conclusion and explained how it fails to appropriately recognize the costs associated with serving Google.

Next, Mr. Beling discussed the "failsafe" analysis proposed by the Company. Mr. Beling explained that such a mechanism is a beneficial tool to identify any adverse rate impacts caused by Google. Mr. Beling described how the Company did not provide details on the methodology that should be used in the analysis, and Mr. Beling explained how the analysis should be performed.

Afterward, Mr. Beling discussed additional consumer protections that should apply to the Company's service to Google and other new large load customers. Mr. Beling recommend that if future network transmission upgrades are required to serve Google's load, Google should pre-fund the portion of those costs necessary to prevent an increase in transmission related costs allocated to other customer classes. Mr. Beling also recommend that the Company update allocation factors on a more frequent basis, and that the Company should develop a mechanism to ensure that new large load customers participate in their fair share of any approved return on Construction Work in Progress ("CWIP").

Finally, Mr. Beling discussed the interaction between the ESAs and any future large load tariff. Mr. Beling explained that while the rates in the ESAs are subject to change according to a subsequent tariff, many of the non-rate terms and conditions of the ESAs would remain in effect. Mr. Beling then compared the protections in the ESAs with protections in the Company's proposed large load tariff. Mr. Beling noted that although the Attorney General's preference is that the special contracts provide protections at least as stringent to those included in the new large load tariff once approved, the proposed special contracts comply with HB 2992.

9. SUMMARY OF RESPONSIVE TESTIMONY OF FRANK MOSSBURG ON BEHALF OF THE PUBLIC UTILITY DIVISION

The purpose of my testimony is to review OG&E's request for relief in this docket. This includes the approval of three Electric Service Agreements (ESAs) with Google as the ultimate customer and two Capacity Purchase Agreements (CPAs).

The CPAs are provided by Google as part of the transaction. These cover the purchase of capacity from two new solar facilities. This is meant to, in part, cover for the needs generated by the new ESAs.

OG&E is requesting pre-approval of the CPAs under 17 OS 286c. Under this statute the Commission must find that there is a need for the resource and that there has been a consideration of reasonable alternatives.

I have come to the following conclusions:

- OG&E demonstrates a need for new generation supply.

- The CPAs feature standard contractual protections, are priced lower than recent market transactions, and appear to be a unique opportunity.
- The ESAs feature reasonable protections for ratepayers.
- While the CPAs cover a portion of the future need, additional procurement would be needed if load appears as projected in the ESAs. Therefore care must be taken during actual rate setting to assure cost shifts do not impact residential ratepayers.
- The Commission should act to establish guidelines for a process by which the impact of adding this new load will be determined to avoid future disputes.

10. SUMMARY OF RESPONSIVE TESTIMONY OF JOHN GIVENS ON BEHALF OF THE PUBLIC UTILITY DIVISION (ADOPTED BY DAVID SCALF)

John Givens is employed by the Public Utility Division ("PUD") of the Oklahoma Corporation Commission ("Commission") as a Programs Manager V – Regulatory Depreciation Manager. On May 1, 2026, Oklahoma Gas and Electric Company ("OG&E" or "Company") filed an Application with the Commission for approval of Electric Service Agreements ("ESA") between the Company and Google subsidiary Alliance Site and Grid, LLC ("Google"), and preapproval of Capacity Purchase Agreements ("CPA") pursuant to 17 O.S. § 286(C). Mr. Givens filed Responsive Testimony on August 5, 2026, to present PUD's analysis and recommendations regarding the ESAs and CPAs proposed by OG&E, and to recommend a method for reviewing customer impacts.

Mr. Givens testified that PUD reviewed the relevant rules and statutes that govern Commission preapproval of new generation capacity. In addition, Mr. Givens testified that PUD reviewed the Direct Testimony and associated workpapers filed by Company witnesses, issued data requests and reviewed the responses, and reviewed responses to data requests issued by other parties to this Case, including confidential and highly sensitive confidential information provided for review through a secure web portal. Mr. Givens further testified that PUD reviewed Commission orders, testimony, and workpapers from prior OG&E cases and held a virtual audit conference to discuss the Case with Company personnel.

Mr. Givens testified that as a result of its review, PUD makes the following recommendations:

- **ESAs**: PUD recommends that the Commission find that the Supplemental Resource Administrative Charge is reasonable, and that the ESAs contain reasonable customer protections that meet the requirements of Oklahoma House Bill 2992 (2026). PUD also recommends that the Commission find it is likely that existing customers will receive some benefit from the ESAs, but that the Company's $130 million savings estimate could overstate that benefit given the uncertainty surrounding how marginal ESA costs will be functionalized, classified, and assigned within a future cost of service study.
- **CPAs**: PUD recommends that the Commission find there is a need for the CPA resources. However, PUD also recommends that the Commission carefully scrutinize the Company's decision to compare the CPAs against bids received in a prior Request for Proposal ("RFP") and only grant preapproval if it finds that evaluation of reasonable alternatives was impossible because the pricing under the CPAs is so favorable that any possible alternatives would be facially unreasonable. This sets an intentionally high

bar to discourage utilities from evading RFP requirements and instead comparing resources to old, possibly outdated bids. PUD further recommends that the Commission make clear that, in future cases, comparing a non-bid resource to the results of a closed, prior RFP does not necessarily satisfy the obligation to consider reasonable alternatives.

- **Customer Impact Review**: PUD recommends that the Company annually assess adverse rate impacts from the Google ESAs on other customer classes, and that any such impacts be booked to an offsetting regulatory asset and regulatory liability. These accounts would be subject to review in a future rate case, and could be assigned back to the other classes. This will ensure that adverse impacts, if any, would not only cease going forward when new rates become effective, but impacts experienced between rate cases could also be mitigated.

REBUTTAL TESTIMONY

11. SUMMARY REBUTTAL TESTIMONY OF ADRIAN J. KIMBROUGH ON BEHALF OF GOOGLE LLC

Mr. Adrian J. Kimbrough is Senior Vice President at Gabel Associates and testifies on behalf of Google, LLC regarding Oklahoma Gas & Electric Company's ("OG&E" or "Company") proposed electric service agreements and capacity purchase agreements to serve new loads in OG&E's service territory.

Mr. Kimbrough testified that proposed electric service agreements contain substantial protections for existing customers. These protections include long-term service commitments, minimum monthly charges, early-termination payments, limits and payments for demand reductions, credit support, direct customer funding of dedicated infrastructure, and a mechanism for future Commission review of potential adverse rate effects. Notably, Kimbrough testifies that these customer protections exceed the minimum statutory protections established in House Bill 2992. The capacity purchase agreements provide capacity that OG&E has identified as necessary and their pricing compares favorably with alternatives discussed in the proceeding. Accordingly, Kimbrough recommends that the Commission approve the electric service agreements and capacity purchase agreements without imposing additional charges, allocation methods, or financial-security requirements that lack demonstrated cost or risk justification.

Mr. Kimbrough testified to the following conclusions and recommendations:

1. **Customer Protections in ESAs**. The proposed electric service agreements include long-term service commitments, minimum monthly charges, early-termination payments, limits and payments for demand reductions, credit support, direct customer funding of dedicated infrastructure, and Commission review of potential adverse rate effects. These protections exceed the minimum statutory floor established in House Bill 2992 and address principal risks of nonpayment, reduced demand, early termination, and unrecovered costs for dedicated facilities.
2. **Capacity Purchase Agreements.** The proposed capacity purchase agreements provide capacity identified by OG&E as necessary to meet forecasted customer demand and

reliability targets. The pricing compares favorably with alternatives discussed in the proceeding and supports approval of the agreements.

3. **Areas of Agreement with AG witness Frank Beling.** Mr. Kimbrough identified substantial areas of agreement with Mr. Beling. Both analyses seek to identify costs and risks associated with serving new large loads, align cost recovery with cost causation, protect other customers from material cost shifts, and evaluate customer impacts using transparent information. Both witnesses agree that large-load customers should bear the costs and risks they cause, that other customers should be protected from material cost shifts, that comparable large-load customers should receive comparable protections, and that cost allocation should reflect current demand.

4. **Areas of Disagreement with AG witness Frank Beling.** The principal disagreement concerns whether the Commission should adopt a specific methodology for measuring Google's customer-specific impact in this proceeding. Mr. Kimbrough testified that it is premature to prescribe a specific methodology before the relevant customer-specific facts are known and can be tested against actual data. A sound, data-driven analysis should occur during the first general rate case following commencement of service, where the Commission can evaluate a methodology against actual, audited facts and identify the incremental costs, revenues, resources, contractual protections, and measurable system benefits associated with Google's load.

5. **Flaws in Proposed Analysis.** Mr. Kimbrough identified four core flaws in the failsafe and customer-savings analyses: the approach ignores how increased demand spreads fixed costs and improves asset utilization; it relies on system-average costs rather than customer-specific marginal costs, risking misallocation of unrelated expenses; it evaluates costs while excluding broad economic and grid resilience benefits; and it risks double-counting by failing to account for contractual protections, dedicated supply agreements, and customer-funded facilities that already mitigate system risks and cover incremental costs. The customer-savings analysis should be treated as illustrative of average system-level impacts, not proof of customer-specific cost shifts.

6. **Recommendation on Approval.** Mr. Kimbrough recommended that the Commission approve the proposed electric service agreements and capacity purchase agreements without adding new charges or requirements unsupported by demonstrated customer-specific costs or risks. Customer-savings analyses should be understood as illustrative rather than as evidence of guaranteed customer savings or customer-specific impacts.

7. **Recommendation on Future Cost-Shift Review.** Mr. Kimbrough recommended that any future review of cost shifts be undertaken during applicable rate and fuel adjustment cases, where actual operational data and customer-specific impacts can be evaluated and tested. At that point, the Commission should measure the net effect of serving the new load, consider all relevant costs and revenues, distinguish costs caused by Google from broader system costs, and prevent recovery of the same cost or risk through multiple mechanisms.

12. SUMMARY OF THE REBUTTAL TESTIMONY OF KIMBER L. SHOOP ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Rebuttal Testimony, Mr. Shoop explained the purpose of his testimony is to summarize the case up to this point and to respond to several arguments raised in Responsive Testimony, particularly regarding OG&E's compliance with the pre-approval statute, the consideration of reasonable alternatives, the failsafe provision in the Google Electric Service Agreements, and his final recommendations to the Commission.

Mr. Shoop testified regarding 17 O.S. Section 286(C), the pre-approval statute, explaining that it allows rate-regulated electric companies like OG&E to seek Commission approval to construct or purchase electric generating facilities or enter into long-term contracts for purchased power and capacity. He stated that the statute requires OG&E to demonstrate a need for the facility and that, if need is established, the facility is considered used and useful and subject to cost recovery. He further noted that the statute requires the Commission to enter an order after consideration of reasonable alternatives. He testified that OG&E has complied with the requirements of the statute, establishing a need for new generating capacity through its Integrated Resource Plans, a need that no party in the proceeding disputes, and that OG&E considered reasonable alternatives as testified by OG&E witness Schuermann. He therefore recommended approval of the Rush Springs and High Spring Capacity Purchase Agreements.

Mr. Shoop then testified in response to PUD witness Givens, who raised questions about the consideration of reasonable alternatives because the CPAs were not bid into an RFP. He stated that nothing in the pre-approval statute or OCC rules requires a capacity resource to be bid into an RFP to demonstrate that reasonable alternatives have been considered. He explained that the Legislature clearly knows how to mandate competitive solicitations, as it did in Section 286(C)(7) for natural gas transportation contracts, and that the Commission's implementing rules expressly contemplate situations where the competitive bidding RFP process is not utilized. He testified that OG&E recently conducted an RFP and assessed the market for new generation capacity, then compared the CPAs to that recent RFP, which constitutes clear and timely evidence of available market alternatives. He further noted that a recent amendment to the pre-approval statute, Section 286(C)(2), specifically provides that bids received through a competitive bidding process within twelve months following the final bid due date shall be considered substantial evidence to satisfy the consideration of reasonable alternatives. He confirmed that OG&E received bids in its 2024 All Source RFP on September 25, 2024, and that final pricing for the CPAs was established on September 12, 2025, well within the twelve-month window. He also rejected PUD's suggestion that the Commission should set an intentionally high bar to discourage utilities from evading RFP requirements, stating that there are no RFP requirements being evaded and that the test for prudence should remain whether the project is fair, just, reasonable, and in the public interest.

Mr. Shoop also addressed the failsafe provision identified in the Google Electric Service Agreements. He noted that PUD and AG witnesses proposed specific details about how the failsafe provision should operate, including PUD Witness Givens recommending an annual with-and-without Google analysis and AG Witness Beling outlining specific details for that analysis. He stated that OG&E has proposed a Customer Class Protection Charge in the XLPL Tariff proceeding in Case No. PUD2026-00046 to embody the failsafe concept, and that the details of the with-and-without analysis will be decided by the Commission in a general rate case following the addition of the XLPL load to the system. He testified that it is premature for the Commission to determine precisely how that analysis should be done until it has all relevant facts and circumstances.

Mr. Shoop concluded by recommending that the Commission grant approval of OG&E's three Electric Service Agreements with Google and pre-approval of the two CPAs pursuant to 17 O.S. Section 286(C). He requested that the Commission determine that OG&E has a need for the capacity provided by the CPAs and that the CPAs are reasonable compared to the All-Source RFP bids, representing the lowest reasonable cost options for meeting OG&E's current resource capacity needs. He also requested that the Commission authorize OG&E to recover the costs of the CPAs through its FCA, similar to the recovery granted in Case No. PUD2025-000038. He stated that the record demonstrates OG&E has a capacity need, has considered reasonable alternatives, and has negotiated customer protections that multiple responsive witnesses acknowledge are substantial and effective, and that remaining disputes largely involve future rate design and regulatory frameworks to be addressed in future rate cases.

13. SUMMARY OF THE REBUTTAL TESTIMONY OF MATTHEW J. SCHUERMANN ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Rebuttal Testimony, Mr. Schuermann explains the overall purpose of his testimony is to respond to arguments raised in Responsive Testimony regarding the analysis and evaluation of the two Capacity Purchase Agreements that OG&E is seeking approval of in this case. Specifically, he addresses questions regarding the Company's consideration of reasonable alternatives, the use of prior Request for Proposal information as a market benchmark, and the importance of evaluating all available resource opportunities to secure the lowest-cost and best-value resources for customers.

Mr. Schuermann testified that he disagrees with PUD witness Givens' recommendation that the Commission should set an intentionally high bar to discourage utilities from evading RFP requirements. He stated that there is no basis for this recommendation and rejected the insinuation that OG&E may try to evade RFP requirements. He explained that while OG&E is very supportive of the RFP process and will continue to utilize it, sometimes there are opportunities that arise outside of an RFP process that are the best options for customers. He testified that resource opportunities become known to the Company through a variety of channels, including bilateral discussions with developers, interactions with customers, market outreach, industry conferences, existing commercial relationships, unsolicited proposals, and ongoing procurement activities. He noted that in this case, the opportunity to secure this capacity arose during negotiations associated with Google's electric service requirements. He stated that OG&E's obligation is to develop the lowest reasonable cost portfolio that reliably serves customers, and that limiting evaluation only to resources received through a particular solicitation could cause the Company to overlook opportunities that provide significant value to customers. He further testified that it would be irresponsible and imprudent for OG&E to ignore potentially favorable opportunities simply because they originated outside of a formal solicitation.

Mr. Schuermann then testified regarding what would have happened if OG&E had not contracted for these CPAs and waited for a future RFP. He stated that the Company would likely have lost access to this opportunity because the CPAs were offered as part of the broader commercial arrangement associated with Google's facilities and are contingent upon the related agreements. He noted that these resources appear to be a unique opportunity that likely would not be available in a future RFP. He further explained that since execution of these agreements, the

Company has continued to evaluate market alternatives through more recent procurement efforts, and that OG&E did not receive comparable offers for these early delivery years in either the ongoing Bridge Capacity RFP or the current All Source RFP, and the costs of resources available through those solicitations have been higher than the pricing for these CPAs. He also testified that he generally agrees with Mr. Mossburg's conclusions that the CPAs feature reasonable protections for ratepayers, are priced substantially below comparable market alternatives, and represent a unique opportunity because they are linked to the ESA transaction.

Mr. Schuermann testified that he disagrees with PUD witness Givens' assertion that a comparison of reasonable alternatives was impossible in this case. He noted that Mr. Givens acknowledged the pricing under the CPAs is very favorable. He explained that OG&E did perform a comparison of reasonable alternatives, as detailed in his Direct Testimony along with OG&E witness Shoop, and that RFPs are not the only way to compare reasonable alternatives. He testified that OG&E compared the CPAs to other bids offered into the Company's 2024 All Source RFP, as well as to other bilateral opportunities and market transactions that were available. He stated that OG&E's evaluation concluded that the price of the CPAs was lower than any other available capacity and therefore favorable as compared to reasonable alternatives. Specifically, he testified that the CPA pricing was 26 percent lower than the lowest cost bid initially offered into the 2024 All Source RFP, and approximately 58 percent lower than the least cost CPA and the highest ranked project OG&E ultimately executed through the RFP.

Mr. Schuermann concluded by testifying that OG&E exercised reasonable business judgment in evaluating and pursuing a unique opportunity that addressed an established capacity need and compared favorably to available alternatives. He noted that no witness in this case identified any better options for capacity than the CPAs requested for approval.

14. SUMMARY OF THE REBUTTAL TESTIMONY OF JASON J. THENMADATHIL ON BEHALF OF OKLAHOMA GAS AND ELECTRIC COMPANY

In his Rebuttal Testimony, Mr. Thenmadathil explained the purpose of his testimony is to respond to arguments raised in the Responsive Testimony of the Attorney General, Oklahoma Sustainability Network, and the Public Utility Division.

Mr. Thenmadathil testified that he did not include estimates of future generation resources or other potential system investments in his analysis because such estimates are not known and measurable at this time. He explained that the Company has not presented future generation facilities, the timing of such facilities, or the costs to the Commission for pre-approval, and that any attempt to quantify such impacts would be highly speculative. He then testified that the future is a two-way street, noting that if future unknown costs should be considered, then future unknown benefits must also be recognized. He stated that future transmission investment, distribution investment, generation resources, software investment, and other system costs incurred for the benefit of all customers may be spread across a larger load base due to the addition of the data center, and that those future cost sharing benefits are not reflected in his analysis for the same reason future generation costs are not reflected: neither can be reliably quantified today.

Mr. Thenmadathil testified that the Electric Service Agreements contain a protective provision requiring the Company to study and present the impacts of serving the data center load in future rate proceedings, including whether the customer's service by OG&E is resulting in

adverse impacts to other customers. He stated that this approach is preferable because it allows decisions to be made using actual data rather than assumptions, and that if future costs exceed benefits and create adverse rate impacts to other customers, those impacts can be identified and addressed in a future rate proceeding. He noted that all parties generally agreed to the concept of the adverse impact analysis, and that the AG agreed with the concept but had recommendations on how to specifically conduct the analysis. He testified that OG&E would not recommend the Commission adopt specific parameters surrounding the study at this time, until actual known and measurable data is available to conduct the study, and that the Company will provide the full with and without study in a general rate filing which includes Google as a customer, along with all workpapers, results, and testimony explaining how the study was conducted.

Mr. Thenmadathil then addressed several specific party recommendations. Regarding AG witness Beling's recommendation that allocation factors should be updated more frequently and that there be a true-up for Construction Work in Progress, he testified that in Case No. PUD2025-000082, OG&E proposed a true-up mechanism and annual allocation update for its requested CWIP rider, and that although that tariff was not approved, OG&E intends to recommend a similar mechanism in the event it requests CWIP in the future. He also noted that AG witness Beling's arguments about regulatory lag of allocation factors are compelling reasons why the Commission should consider adopting some sort of performance-based rate mechanism. Regarding arguments by AG witness Beling and OIEC witness Garrett that any future transmission costs associated with the Google load should be directly borne by Google, he testified that the treatment of any future transmission costs should be addressed in a future proceeding such as the large load tariff case or a general rate case, and that with the fail safe mechanism in the contract, customers would not be adversely affected from additional transmission costs needed specifically for Google in the with and without study. Regarding the PUD's recommendation on the timing of performing the adverse impact analysis, he testified that the Company's proposed approach of performing the analysis in an annual fuel prudency review or a general rate case is more appropriate, because a general rate case is the proceeding in which the Company's revenue requirement, cost allocation methodologies, and billing determinants are updated and used to establish customer rates. He stated that more frequent review may be appropriate for fuel-related impacts, as fuel costs are already subject to periodic review outside of base rate proceedings and are adjusted through existing, separate regulatory mechanisms.

Mr. Thenmadathil concluded by summarizing that the analysis presented in his Direct Testimony focused on known and measurable impacts, that future costs and future benefits are both unknown today, and that OG&E has appropriately proposed a with and without evaluation in a general rate case using actual costs and benefits for the Commission to evaluate. He further noted that the ESAs appropriately address uncertainty through a fail safe provision requiring future evaluation of actual system impacts and providing a forum for any adverse effects to be identified and addressed using real data.