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Public Service Commission of Wisconsin
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BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of Wisconsin Electric Power Company for Approval of its Very Large Customer and Bespoke Resources Tariffs — Docket No. 6630-TE-113

JOINT PETITION FOR REOPENING OR REHEARING

Pursuant to Wis. Stat. §§ 227.49(1), 196.39(1), Joint Petitioners[1] respectfully request that the Public Service Commission of Wisconsin ("Commission") reopen this proceeding to (1) reconsider and amend that portion of its May 21, 2026 Final Decision[2] concerning the Financial Support Requirements[3] in Wisconsin Electric's Very Large Customer ("VLC") and Bespoke Resources Tariffs, and (2) exercise its discretion to modify those requirements to allow Oracle[4] to take electric service at the Lighthouse Campus in Port Washington, Wisconsin. Implementing these changes will produce a positive outcome for Wisconsin Electric, its customers and shareholders, and the State of Wisconsin.

1 "Joint Petitioners" include applicant Wisconsin Electric Power Company ("Wisconsin Electric") and intervenors Vantage Data Centers Wisco Acquisition Company LLC ("Vantage") and Cloverleaf Infrastructure LLC ("Cloverleaf").

2 *Final Decision*, Docket No. 6630-TE-113 (PSC REF#: 591873) (May 21, 2026) ("Final Decision") at 42-44.

3 "Financial Support Requirements" refers to the "VLC Financial Support Requirements" in Condition of Delivery 9(a) in the VLC Tariff, and the "Bespoke Resource Financial Support Requirements" in Condition of Delivery 8(a) in the Bespoke Resources Tariff.

4 "Oracle" refers to Oracle Corporation, which is the ultimate parent company of Oracle America Cloud Services LLC, the customer who will take service under the proposed tariffs for phase 1 of the Lighthouse data center in Port Washington. Affidavit of Julia Robin in Support of Joint Petition for Reopening or Rehearing on behalf of Oracle Corporation ("Oracle Aff.") at ¶ 8.

In this tariff docket, Wisconsin Electric sought approval of market-based tariffs under Wis. Stat. § 196.192(2) to serve Very Large Customers ("VLCs"). The statute clearly states that the Commission "shall approve market-based rates" so long as they: (1) "result in customers receiving market-based compensation for voluntary interruptions of firm load during peak periods of electric use;" and (2) "include market-based pricing options . . . that allow a retail customer . . . to receive market benefits and take market risks for the customer's purchase of capacity or energy."[5] The Commission must also find that shareholders and non-participating customers are not harmed.[6] If these three conditions are met, the tariffs *must* be approved.[7]

The Commission did approve the tariffs, albeit with a number of modifications. Joint Petitioners appreciate and understand that, when reviewing Wisconsin Electric's initial tariff proposal, the Commission was focused on protecting the utility's existing customers from harm, while also fostering a supportive investment environment for companies interested in doing business in Wisconsin. Joint Petitioners further recognize that the changes the Commission made to the proposed tariff were intended to secure those overriding priorities and objectives, without creating undue obstacles to investments in Wisconsin that would help create new jobs and provide other benefits for the State. Many of the Commission's modifications were grounded in factual support in the record. However, there was one notable and consequential exception: the

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5 Wis. Stat. § 196.192(2)(bm).

6 *Id.* at (2)(br).

7 *See*, *e.g.*, *Vill. of Elm Grove v. Brefka*, 2013 WI 54, ¶ 23, 348 Wis. 2d 282, 832 N.W.2d 121, *order amended on other grounds*, 2013 WI 86, 350 Wis. 2d 724, 838 N.W.2d 87 (the word "shall" is mandatory).

Commission's modification of the Financial Support Requirements. Those tariff revisions lack factual support and a rationale explaining and justifying their broad impacts. They also create harmful and presumably unintended consequences that will significantly narrow the pool of investors willing and able to fund data centers and the necessary energy infrastructure improvements in this State and therefore limit the type of large customers Wisconsin Electric can serve under the tariffs.

To reiterate, Joint Petitioners appreciate the effort and thoughtful approach the Commission took in evaluating the tariffs as proposed and the evidence provided by Wisconsin Electric, stakeholders, and intervenors. The Commission's approval on May 21 represents a significant and positive step forward for data center development in Wisconsin by establishing a regulatory framework—through the VLC and Bespoke Resource Tariffs—that ensures data center customers will pay their share of the costs needed to provide service, including dedicated generation facilities (Bespoke Resources) built to serve each customer. Importantly, it also ensures that no costs to accommodate these new customers will be subsidized by, or shifted to, other customers or shareholders.

However, the Commission's revisions to the Financial Support Requirements of the proposed tariffs are not based on record evidence and would impose significant limits on billions of dollars of investment in the State. As such, Joint Petitioners have no choice but to request the Commission reopen this proceeding under Wis. Stat. § 196.39 and rehear that portion of this application under Wis. Stat. § 227.49. Although Joint Petitioners believe there was more than adequate record evidence to approve the tariffs'

Financial Support Requirements as proposed and following extensive negotiation with the large customers who relied on them, they request the opportunity to submit additional evidence related to the modified Financial Support Requirements requested in this petition if necessary in order to clarify the significant impact the Commission's modifications of these tariff provisions will have.

The stakes of this petition are very high. As the Commission knows, the Port Washington data center developed initially by Cloverleaf and subsequently by Vantage for Oracle represents one of the largest—if not *the* largest—investments in Wisconsin's history at an estimated cost of $15 billion.[8] That investment was made, in significant part, in reliance on the proposed tariffs in this docket (including the Financial Support Requirements) and the Commission following the statutory standard in Wis. Stat. § 196.192(2). In fact, as the Commission is aware based on the record, customers such as Oracle have already made billions of dollars of investment in Wisconsin backed by Payment and Cancellation Agreements ("PCAs") containing substantially the same Financial Support Requirements contained in the proposed tariffs.[9] However, the Commission chose to tighten the Financial Support Requirements significantly, imposing disproportionate costs on potential VLCs, and potentially limiting investment in the State—both by current data center customers like Oracle, and other potential VLCs interested in investing in Wisconsin.

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8 *See* Rebuttal-WEPCO-Stasik-13-14; Oracle Aff. ¶ 4.

9 Oracle Aff. ¶ 8.

The Financial Support Requirements compel a VLC to post financial security covering its full potential obligations under both the Bespoke Resources Tariff and the Very Large Customer Tariff[10] unless the VLC meets certain credit rating requirements and either a Tangible Net Worth test or a liquidity test. That financial security can take the form of a letter of credit, cash, or a guaranty from a parent company or other affiliate that, itself, satisfies the Financial Support Requirements. Although the tariffs' full Financial Support Requirements are necessary to protect customers in some cases, those requirements may not be strictly necessary for all cases. In other words, there are situations in which highly creditworthy companies may not satisfy the Tangible Net Worth or liquidity tests, but nonetheless present a relatively low default risk to Wisconsin Electric and its customers.

In its initial proposal, and in recognition of the fact that one size may not fit all when it comes to gauging creditworthiness, Wisconsin Electric sought to retain discretion to grant waivers of the Financial Support Requirements in these situations. The Final Decision eliminates that discretion and thereby risks closing the State's doors to a significant number of data center projects. For the reasons explained below, Joint Petitioners respectfully request that the Commission restore Wisconsin Electric's ability

[10] This Petition will refer to these obligations under the VLC Tariff and Bespoke Resources Tariff collectively as the "VLC Security." In the VLC Tariff "VLC Security" is defined as "(1) the net book value of all dedicated distribution facilities used to serve such customer … plus (2) 1.3 x 24 months of the Administrative Charge, Energy and Operating Reserves Market Charge, Transmission Service Charge, Fleet Firm Service Charge and Market Firm Service Charge[.]" In the Bespoke Resources Tariff, "Very Large Customer Security" is defined as "the aggregate net book value of all Bespoke Resources to which customer is subscribed at such time, as reasonably determined by the Company, including the Bespoke Resource that is the subject of the applicable Resource Agreement."

to waive or modify such requirements, with one critical modification: any such waiver would be subject to the Commission's oversight and approval.

At issue here is the Commission's decision to significantly tighten the standards for an exception to the Financial Support Requirements by (1) raising the credit rating requirements; and (2) eliminating Wisconsin Electric's ability to waive or modify the Financial Support Requirements based on the identity and creditworthiness of a particular VLC or its parent company. This submission sets forth an alternative to address the unintended consequences of the Commission's decision.

First, the Commission should reopen this proceeding and approve the following graduated table of security for highly creditworthy VLCs below the A-/A3 level:

Credit Rating	***VLC Security required as letter of credit or cash (percent)***
A- / A3 (or higher)	0%
BBB+ / Baa1	5%
BBB / Baa2	10%

As discussed in more detail below, this graduated table of security recognizes the low default risk of highly-rated companies even below the A-/A3 level when compared to unrated companies or VLCs with lower credit ratings.[11] Under this approach, even these low-risk companies would be required to post a portion of the VLC Security in cash or through a letter of credit, with the remainder of the VLC Security provided through a parent guaranty.

[11] The revisions for both tariffs are included as Exhibit A.

Second, the Commission should approve security for Oracle consistent with the graduated table.[12] As discussed below, Oracle has committed to posting the VLC Security through a parent guaranty of 90% and a letter of credit or cash of 10%, consistent with its current credit rating. Approving this security for Oracle would recognize its sound financial standing and reliance on the tariffs as proposed.

Joint Petitioners respectfully request the Commission act quickly to provide certainty for the generational investments that are currently moving forward in this state, while protecting all customers.

FACTUAL AND PROCEDURAL BACKGROUND

I. Wisconsin Electric proposed the Financial Support Requirements after substantial negotiations with VLCs.

As described in Richard Stasik's direct testimony,[13] early drafts of the proposed tariffs did not include the Financial Support Requirements. That would have been consistent with the Commission's recent approval of an "individual contract rate" for WPL, which only requires a parent guaranty for amounts due at termination.[14] After months of negotiation to protect non-participating customers and shareholders, Wisconsin Electric and the data center customers agreed to add significant Financial Support Requirements in both the tariffs and PCAs for Bespoke Resources.[15]

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12 The terms of Oracle's posting of VLC Security are detailed in Exhibit B. Oracle Aff. ¶ 37.
13 Direct-WEPCO-Stasik-6-7.
14 *See* Minutes, Docket 6680-TE-115 (PSC REF#: 591494) (May 7, 2026) at 3, Nos. 17 & 18.
15 Direct-WEPCO-Stasik-6-7.

The Financial Support Requirements proposed for the tariff (and contained in the PCAs) include:[16]

- An investment grade credit rating, of "BBB" from S&P and "Baa2" from Moody's.
- Tangible Net Worth of 2.0x the VLC Security.
- Liquidity of 10x the VLC Security.
- Discretion for Wisconsin Electric to waive the Financial Support Requirements.
- The VLC Security is equal to (1) the net book value of all dedicated distribution facilities; (2) 1.3x 24 months of charges under the VLC Tariff; and (3) the aggregate net-book value of a VLC's Bespoke Resources.

Under the Financial Support Requirements as originally proposed, a VLC must maintain the credit rating and meet either the Tangible Net Worth or liquidity threshold, or is required (absent a waiver) to post the VLC Security.

Wisconsin Electric developed the proposed tariffs only to apply to customers with 500 MW or greater new loads. Few companies are capable of developing such large facilities, and those companies are very large and well-capitalized. For example, Microsoft's market capitalization is over **$3 trillion**. Oracle has a market capitalization of almost **$600 billion**.[17] Meta, WPL's customer, has a market capitalization of over **$1.5 trillion**.[18] All three are among the 25 most highly valued companies in the world.

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16 Exs.-WEPCO-Stasik-1, 2, 5.

17 Oracle Aff. ¶ 24.

18 As noted above, WPL's special contract with Meta was recently approved in Docket 6680-TE-115. *See* Minutes, Docket 6680-TE-115 (PSC REF#: 591494) (May 7, 2026).

II. No party introduced actual evidence supporting more stringent Financial Support Requirements, much less demonstrating that the Financial Support Requirements as proposed would harm non-participating customers.

Although CUB opposed any discretionary waiver of the Financial Support Requirements, it did not provide any evidence supporting more stringent requirements. Steve Kihm stated CUB's position in his direct testimony: "We suggest that the Commission strike [the discretion] section of the tariffs, making it mandatory that all VLCs supply a security pledge."[19] The support for CUB's position was an analogy to Blackberry and Enron, once-large companies that had seen their financial conditions degraded over time, with every supporting citation disclaimed as "Not Record Evidence." Under the rules governing this proceeding, such evidence should not have come before the Commission.[20]

Multiple parties pointed out the significant problems with CUB's testimony. For example, Tony Reese testified on behalf of Wisconsin Electric that WEC Energy Group's market capitalization is $35 billion, approximately one one-hundredth of Microsoft's value, and less than one-tenth of Oracle's value.[21] Both VLCs are also public, so "there is no plausible basis to believe that Wisconsin Electric would ever be 'in the dark' about

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19 Direct-CUB-Kihm-9.

20 *See* Direct-CUB-Kihm-5-8, fns. 1-3. Under the Administrative Law Judge's Prehearing Conference Memorandum, "only documentary evidence expressly offered and duly received in the record as an exhibit will come before the Commission[.]" Prehearing Conference Memo. (PSC REF#: 565309) (Oct. 20, 2025) at 7, § III.B.7. Parties may include citations with an "NRE" or "Not Record Evidence" disclaimer that states "The item cited herein is not record evidence unless separately offered as an exhibit (NRE)." *Id.* CUB repeatedly disclaimed its citations as "NRE" or "Not Record Evidence." Nevertheless, it is apparent that the Commission relied on documents and information labeled "NRE" in making its decision.

21 Rebuttal-WEPCO-Reese-17.

[their] financial situation."[22] Nor has any company's investment grade credit rating deteriorated to a default credit rating as quickly as CUB implied—the extreme outlier of four months was the result of one of the worst natural catastrophes in United States history, Hurricane Katrina.[23] And Enron was no overnight collapse, as CUB argued, but an obviously distressed company in freefall for well over a year.[24] The Financial Support Requirements specifically provide protection for such a circumstance by not relying on credit ratings alone.[25]

On behalf of Microsoft, Isaac Gabel-Frank also testified against making the VLC Security mandatory.[26] As Mr. Gabel-Frank noted, the Financial Support Requirements "are meant to act as a backstop or last resort against the possibility that a [VLC] cannot meet its payment obligations for dedicated investments or Bespoke Resources."[27] Other states have allowed exemptions "for customers with strong credit ratings and liquidity metrics," demonstrating "an exemption for credit-worthy customers to be reasonable."[28] Microsoft also pointed out that the VLC Security likely exceeds the potential costs to Wisconsin Electric and other customers if a VLC goes bankrupt.[29] That's because the physical facilities will still have value and will be able to provide electricity to other customers.[30]

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22 *Id.*
23 *Id.* at 18.
24 *Id.* at 19.
25 *Id.* at 19-20.
26 Direct-MC-Gabel-Frank-22-23.
27 Rebuttal-MC-Gabel-Frank-22.
28 *Id.*
29 *Id.* at 22-23.
30 *Id.* at 23.

CUB responded to this testimony in surrebuttal just two days before the hearing, and again without any actual evidence of harm to other customers. Indeed, CUB agreed that "[u]nder normal circumstances the tariffs as designed will prevent costs that might have been the responsibility of a VLC from being foisted upon the core customers."[31] Without evidence or analysis of risk, CUB argued for an "absolute" requirement to post security and "no exemptions from collateral or credit enhancement requirements for any customer."[32] In support of its proposed mandatory requirement, CUB referenced the use of higher credit ratings in state regulatory decisions made in Ohio and Indiana, without providing any context for those decisions and once again disclaiming its citation of these decisions as "Not Record Evidence."[33]

CUB did not provide any analysis of risk related to *any* particular credit rating, much less evidence that Wisconsin Electric's proposed Financial Support Requirements would harm non-participating customers. Instead, CUB merely observed that the "typical fees for letters of credit are from 0.1% percent [*sic*] to 2.0%," citing as its only support a blog post it again disclaimed as "Not Record Evidence."[34] CUB provided no analysis of whether these generic fees have any relationship to the VLC Security, which would amount to multiple billions of dollars for Oracle, or are in any way reasonable in relation to the (unquantified) risk of one of the 20 largest companies in the world becoming unable to pay its debts.

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31 Surrebuttal-CUB-Kihm-1.
32 *Id.* at 2-3.
33 Surrebuttal-CUB-Kihm-4, fns. 2, 3.
34 Surrebuttal-CUB-Kihm-3, fn. 1; *cf.* Oracle Aff. ¶ 16 (*annual* fees could easily exceed $100 million).

III. The Commission significantly altered the Financial Support Requirements—without substantial evidence or any finding related to Wis. Stat. § 196.192(2).

The Commission's Final Decision discusses the Financial Support Requirements in a section titled, "Credit Support Measures."[35] That section of the Final Decision does not cite to any record evidence.[36] It does not reference Wis. Stat. § 196.192(2) or logically connect the Financial Support Requirements to any harm—however defined—to other customers. It just asserts that two regulatory commissions in Indiana and Ohio "require customers to have a credit rating of A- from S&P and A3 from Moody's before exemptions apply," without citing any record evidence or decisions from those states or examining any of the larger context for those decisions.[37] Indeed, this section of the Final Decision misstates the record, because Microsoft did not discuss a credit rating other than the proposed investment-grade credit rating.[38]

The Commission's revisions are not insignificant. This decision has the potential to impose significantly increased costs on Oracle as the tenant of the Lighthouse data center, as discussed in the accompanying affidavit submitted on behalf of Oracle,[39] and to defer future investment in the State—a presumably unintended consequence, not discussed during the open meeting. Joint Petitioners ask the Commission to reconsider its decision on this discrete issue and restore confidence that these types of large

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35 *Final Decision*, at 42-44.

36 *See id.*

37 *Id.* at 43-44.

38 *Compare id.* at 43-44 ("The Commission finds it reasonable to modify the tariffs' exemption … by increasing the credit rating … to the level discussed by … Microsoft.") *with* Rebuttal-MC-Gabel-Frank-22-23 (not discussing *any* credit rating level) *and* Direct-MC-Gabel-Frank-5 (noting that the proposed tariffs require "investment-grade credit ratings"). The credit ratings contained in the original proposed Financial Support Requirements are investment grade.

39 Oracle Aff. ¶ 16 (*annual* fees exceeding $100 million); *id.* at ¶¶ 22-34.

customers can invest in the State without facing new, onerous conditions that would harm Oracle and other similarly situated companies interested in investing in Wisconsin.

LEGAL STANDARD

Rehearing is required if the Commission makes a material error of law.[40] The Commission commits a material error of law when its decision lacks a rational basis[41] or the support of substantial evidence.[42] New evidence also supports rehearing after the Commission issues a final decision.[43] Here, the Commission significantly altered the Financial Support Requirements, without the support of any record evidence, and without articulating a rational basis between its revisions and the statutory commandment in Wis. Stat. § 196.192(2) for the Commission to approve market-based rates.[44] That legally erroneous decision will impose substantial and unexpected financial burdens on one of the largest—if not the largest—investments in Wisconsin's history. The Commission should reopen this proceeding and adjust the tariffs, as discussed below, to avoid imposing this significant and unnecessary financial burden on Oracle taking service at the Lighthouse project, and other prospective VLCs.

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40 Wis. Stat. § 227.49(3)(a).

41 *See Town of Holland v. Pub. Serv. Comm'n of Wis.*, 2018 WI App 38, ¶ 58, 382 Wis. 2d 799, 827, 913 N.W.2d 914 (reviewing and affirming Commission decision denying petition for rehearing only after finding a rational basis for the decision).

42 Wis. Stat. § 227.57(6); *Clintonville Transfer Line v. Pub. Serv. Comm'n*, 248 Wis. 59, 68, 21 N.W.2d 5, 10 (1945) (concluding a Commission decision was "not to stand" because it was "not supported by substantial evidence."); *see also Chicago & N.W. R.R. v. Lab. & Indus. Rev. Comm'n*, 98 Wis. 2d 592, 609, 297 N.W.2d 819, 826 (1980) (reviewing if an agency decision was supported by substantial evidence).

43 Wis. Stat. § 227.49(3)(c).

44 *Final Decision*, at 42-44 (not citing any record evidence or referring to Wis. Stat. § 196.192(2)).

The Commission may also reopen this proceeding within 20 days under Wis. Stat. § 227.49(1) based on a petition such as this one, or at any time on its own motion under Wis. Stat. § 196.39.

ARGUMENT

Joint Petitioners do not seek a complete rehearing of every issue in this proceeding. Rather, Joint Petitioners make two limited requests: (1) add to the tariffs a graduated table of security for VLCs with top-level, investment-grade credit ratings, which provides for greater customer protections than the originally-proposed tariff structure; and (2) restore to the tariff the potential to grant waivers from or modifications of the tariffs' Tangible Net Worth and liquidity tests, *subject to Commission approval*, and grant a limited exemption from those tests for Oracle's subsidiary that will take service at the Lighthouse data center. That relief is well within the Commission's authority under Wis. Stat. §§ 196.36 and 227.49. The Commission should cure the unintended consequences of its decision by approving the additional provisions requested by Joint Petitioners.

Granting this relief is no blank check: Adding the graduated table of security for VLCs provides significantly more security to non-participating customers and Wisconsin Electric's shareholders than required under the tariffs as proposed.[45] It also gives the Commission oversight and approval authority anytime Wisconsin Electric

[45] For example, the table requires a VLC with a credit rating of BBB or Baa2 to post 10% of the VLC Security in cash or through a letter of credit. The tariffs as proposed would not have required a VLC with such a credit rating to post any part of the VLC Security in cash or through a letter of credit.

believes it is prudent to exercise its discretion, while making clear to potential investors that the Commission will consider waiver requests for individual VLCs.

I. The Commission's revisions to the Financial Support Requirements lack evidentiary support and are not supported by substantial evidence.

Any agency decision must be based on substantial evidence.[46] Indeed, the statutes direct courts reviewing agency action to "set aside or remand the case to the agency" if they find "that the agency's action depends on **any** finding of fact that is not supported by substantial evidence in the record."[47] The Commission explicitly made findings of fact that, (1) "It is reasonable to modify the proposed credit support provisions to require VLCs to have a higher credit rating than proposed to be eligible for a waiver of the financial security obligations"; and (2) "It is reasonable to modify the proposed credit support provisions to remove the language allowing the applicant to have sole discretion on waiving the credit support provisions."[48] Those findings of fact are not supported by any evidence, much less the substantial evidence required by the Wisconsin Statutes.

The lack of evidence is evident from the Final Decision's discussion.[49] Without citation to record evidence, or the decisions of any other public utility regulator, the Commission simply expresses "concerns," and significantly tightens the credit rating

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46 Wis. Stat. § 227.57(6); *Clintonville Transfer Line v. Pub. Serv. Comm'n*, 248 Wis. 59, 68, 21 N.W.2d 5, 10 (1945) (concluding a Commission decision was "not to stand" because it was "not supported by substantial evidence.")

47 Wis. Stat. § 227.57(6) (emphasis added).

48 *Final Decision*, at 8, Findings of Fact Nos. 27 & 28.

49 *Final Decision*, at 42-44.

requirements in the Financial Support Requirements.[50] There is no record support for the statement that Indiana and Ohio, "require customers to have a credit rating of A- from S&P and A3 from Moody's before exemptions apply."[51] CUB's witness explicitly stated those decisions are "Not Record Evidence," which, according to Judge Newmark's standing order, means that the material should not have "come before the Commission."[52] Based on CUB's statement, and in reliance on Judge Newmark's standing order, Joint Petitioners did not include discussion of either decision in their briefing, as it would have been inappropriate—and subject to a motion to strike—for Joint Petitioners to cite evidence outside the record to the Commission.[53]

Even if those decisions were part of the record (they're not), they are readily distinguishable from the tariffs proposed in this docket. In Ohio, the utility reached a settlement that was opposed by some data center customers and the Ohio Manufacturers' Association Energy Group. The approval of that settlement is now being reviewed by the Ohio Supreme Court.[54] The total financial backing required under the Ohio tariff (if it survives appeal) would be only a couple hundred million dollars because the structure of that tariff is for data center customers to take service

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50 *Final Decision*, at 43-44.

51 *Final Decision*, at 43.

52 Surrebuttal-CUB-Kihm-4, fns. 2, 3. Even if the decisions *were* record evidence, they do not support the breadth of the Commission's finding of fact. Prehearing Conference Memo. (PSC REF#: 565309) (Oct. 20, 2025) at 7, § III.B.7.

53 Prehearing Conference Memo. (PSC REF#: 565309) (Oct. 20, 2025) at 24, § XI.C.1. ("Do not cite to, or introduce, evidence or assertion [*sic*] of fact not already received into the record."); *id.* at 21, § X.2. (procedure for motion to strike post-hearing filing).

54 *Ohio Mfrs. Ass'n Energy Group v. Pub. Utils. Comm'n*, Ohio Supreme Court Case No. 2025-1458.

from a "slice of system" rather than bespoke resources whose output and costs are fully dedicated to VLCs, as in Wisconsin Electric's proposed tariff.

The Indiana decision was the result of a unanimous settlement and required security of only two years of non-fuel bills; in other words, only a couple hundred million dollars as opposed to the multiple billions of dollars required under Wisconsin Electric's tariff. Both settlements were supported by operating utilities of American Electric Power Company, Inc., or "AEP." The tariffs in this docket are substantially different from what regulators approved in either Indiana or Ohio.

There is also no record support for the proposition that tightening the Financial Support Requirements is reasonable or would prevent potential harms to non-participating customers. The Final Decision certainly cites none.[55] And Commission Staff's testimony was that the Financial Support Requirements were reasonable as proposed.[56] There is no factual support for the Commission's decision to tighten the Financial Support Requirements.

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[55] *Final Decision*, at 43-44 (not citing any record evidence at all, much less analysis connecting particular credit ratings to electric rates for other customers).

[56] *See* Decision Matrix (PSC REF#: 587388) (April 14, 2026) at 92 ("Commission Staff: Takes no position but commented that the proposed measures appear to be reasonable."); Direct-PSC-Meulemans-20 (testifying "it seems reasonable that a customer seeking to enroll on this tariff would have a proven financial background.").

II. The Final Decision lacks a rational connection between the requirements of Wis. Stat. § 196.192(2) and the revisions to the Financial Support Requirements.

Agency action must also have a rational basis.[57] Although the Commission has discretion to exercise its expertise in certain circumstances, "[d]iscretion is more than a choice between alternatives without giving the rationale or reason behind the choice."[58]

In this docket, the Commission's discretion is circumscribed by the Legislature's requirement that it *shall* approve market-based rates.[59] Absent a finding that the Financial Support Requirements would harm non-participating customers, the Commission has no legal basis to require a change to the proposed tariffs.

Yet the Commission decision does not provide *any* reasoning for its modifications to the Financial Support Requirements to make them both more stringent and remove any flexibility to adapt the requirements to a specific VLC. It simply states it "shares CUB's concerns," but is "not convinced it is necessary to make the credit support measures mandatory in all cases."[60] It then arbitrarily and without explanation raises the required credit rating to "A- from S&P and A3 from Moody's."[61] The decision does not address whether Oracle or any participant in the docket meets that higher

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57 *Town of Holland v. Pub. Serv. Comm'n of Wis.*, 2018 WI App 38, ¶ 58, 382 Wis. 2d 799, 827, 913 N.W.2d 914 (reviewing and affirming Commission decision denying petition for rehearing only after finding a rational basis for the decision).

58 *Reidinger v. Optometry Examining Bd.*, 81 Wis. 2d 292, 297, 260 N.W.2d 270, 273 (1977) (reversing and remanding revocation of a license because the agency did not explain its rationale); *see also Hacker v. State Dep't of Health & Soc. Servs.*, 197 Wis. 2d 441, 480, 541 N.W.2d 766, 781 (1995) (reversing an agency decision, because there was no "discussion of why the facts … support [the agency decision]").

59 Wis. Stat. § 196.192(2)(bm).

60 *Final Decision*, at 43.

61 *Id.*

credit rating, much less explain how the higher credit rating is necessary to protect other customers from harm. Without any discussion of *why* the facts support the Commission's action, the Final Decision is an erroneous exercise of discretion.[62]

III. Joint Petitioners' requested relief is consistent with Wis. Stat. § 227.49 and provides the Commission an opportunity to correct the Final Decision.

A. Joint Petitioners request a simple addition to the tariffs that both strengthens the Financial Support Requirements and allows for continued and potential additional investment in the State.

The purpose of reopening and rehearing an administrative proceeding is "to correct any errors in the proceedings before the case goes any further in the adjudicative process."[63] Joint Petitioners respectfully request that the Commission approve the addition of a simple table to the Financial Support Requirements, as reflected in the proposed tariff language in Exhibit A. Doing so would strengthen the Financial Support Requirements and make clear that Wisconsin welcomes additional investment in the State from highly creditworthy data center customers.

This table reflects the portion of the VLC Security that would consist of a letter of credit or cash, with the remainder being made up by a parent guaranty:

Credit Rating	***VLC Security required as letter of credit or cash (percent)***
A- / A3 (or higher)	0%
BBB+ / Baa1	5%
BBB / Baa2	10%

[62] *Hacker*, 197 Wis. 2d at 480 (finding the agency erroneously exercised its discretion, when its decision was "without a discussion of why the facts" supported the decision).

[63] *Wisconsin Dep't of Revenue v. Hogan*, 198 Wis. 2d 792, 809, 543 N.W.2d 825, 832 (Ct. App. 1995) (*citing Vill. of Cobb v. Pub. Serv. Comm'n*, 12 Wis. 2d 441, 458, 107 N.W.2d 595, 604 (1961)).

Adding this table, which is supported by Joint Petitioners, will limit Wisconsin Electric's discretion to grant waivers with respect to credit ratings, while still allowing highly credit-worthy companies to take service under the proposed tariffs.[64]

One situation in which a VLC will be required to post the VLC Security is if the VLC is a subsidiary that itself lacks a credit rating. For such customers, the graduated level of VLC Security would be applied based on the credit rating of the ultimate corporate parent, and that entity would be required to enter a parent guaranty for the remainder of the VLC Security.[65]

The tariffs would also retain another protection: the Tangible Net Worth and liquidity tests of the Financial Support Requirements. As described in more detail above, in addition to the credit rating requirement, VLCs must maintain either Tangible Net Worth of 2.0x the VLC Security, or liquidity of 10.0x the VLC Security. Therefore, companies with credit ratings of BBB+ would still be required, under the provisions of the tariff, to post the entire VLC Security as a letter of credit or cash.[66]

As recounted above, the Commission had no evidence before it supporting the imposition of a credit rating requirement higher than proposed. The result of the Commission's Final Decision—unless it reopens this docket—is that financially stable

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64 As noted above, Exhibit A includes the complete language for both tariffs.

65 In situations where the VLC is the ultimate parent in a corporate structure, the percentage of the VLC Security required to be met through a letter of credit or cash would still apply, but the requirement to provide a parent guaranty for the remainder would not.

66 Joint Petitioners believe there may be instances when such companies should not be required to post the entire VLC Security as a letter of credit or cash. Joint Petitioners urge the Commission to make clear it will evaluate waivers for VLCs on a case-by-case basis, and include language to that effect in Exhibit A.

and strong investment-grade companies would be forced to post the entire amount of the VLC Security as a letter of credit or cash, or simply avoid doing business in Wisconsin Electric's service territory entirely. Nothing in the Final Decision, the Commission's discussion, or the record in this proceeding supports treating strong investment-grade companies as just as risky as unrated companies, or companies with "junk" ratings.

If the Commission does not reopen its decision on this issue, the implications for Wisconsin would be significant and limit the ability of numerous investment-grade companies to invest in Wisconsin. Many well-known and stable companies have investment-grade credit ratings of BBB. In addition to Oracle, Intel Corp. (market capitalization of $612 billion), Tesla Inc. ($1.38 trillion), Micron Technology Inc. ($1.05 trillion), and Uber Technologies Inc. ($143 billion), all have credit ratings of BBB. These companies are simply not as risky as those with "junk" ratings. For example, if Intel Corp. wished to establish a 100 MW data center in Wisconsin Electric's service territory, it would be required to post the entire VLC Security as a letter of credit or cash, the same as a company that has recently defaulted and has a credit rating of D. As discussed above, requiring potential VLCs with strong investment-grade credit ratings to post a letter of credit for the full VLC Security is cost prohibitive, and allowing a parent guaranty for portions of the VLC Security still provides Wisconsin Electric's other customers with the protection of an investment-rated, financially stable corporation.

B. Joint Petitioners also request the Commission's approval of a waiver for Oracle to allow it to post the VLC Security in accordance with the graduated table.

Joint Petitioners also request the Commission recognize in the tariff the potential for waivers or modifications of the Tangible Net Worth and liquidity tests, subject to Commission approval, and approve a waiver for Oracle to allow it to post the VLC Security in accordance with the graduated table above.[67] The VLC for the Lighthouse data center is a subsidiary of Oracle. That subsidiary does not have a credit rating from S&P or Moody's and Oracle's credit rating is BBB,[68] so the subsidiary would be required to post a cash deposit or letter of credit for the entire VLC Security under the tariffs approved by the Commission at an annual cost that could exceed $100 million.[69] But Oracle's credit rating is BBB,[70] so under the approach requested above, Oracle's subsidiary would be required to post 10% of the VLC Security (currently estimated at approximately $700 million at its highest level) in cash or through a letter of credit and provide a parent guaranty for the remaining 90% of its VLC Security.[71]

Currently, neither Oracle nor its subsidiary meets the Tangible Net Worth or liquidity tests in the tariffs or existing PCAs.[72] After a review of Oracle's financial position—including its BBB credit rating from S&P—Wisconsin Electric originally determined that a parent guaranty from Oracle is sufficient to backstop its

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67 The precise terms of the waiver are included in Exhibit B.
68 Oracle Aff. ¶ 24.
69 *Id.* ¶¶ 12, 24, 34.
70 *Id.* ¶ 24.
71 Exhibit A; Oracle Aff. ¶ 37.
72 Oracle Aff. ¶ 12.

commitments under existing PCAs. That reflected (1) that Oracle's BBB-rated, investment-grade credit has been widely accepted by sophisticated capital market institutions without any requirement for the posting of security; (2) Oracle's substantial equity cushion, including market capitalization of almost $600 billion; and (3) the substantial intangible assets on Oracle's balance sheet, which are excluded from tangible net worth calculations under accounting rules.[73]

Following the Commission's decision in this docket, Wisconsin Electric and Oracle agreed that additional security beyond a parent guaranty would be appropriate to require as part of the final VLC Service Agreement, and each Resource Agreement entered into by Oracle's subsidiary. This agreement recognizes the Commission's concerns about customer protection. Specifically, Wisconsin Electric and Oracle have agreed to a parent guaranty from Oracle for 90% of the VLC Security required under each agreement, and 10% security in the form of a letter of credit or cash deposit.[74] These percentages are consistent with the graduated table of security proposed above. Like other VLCs, Oracle will be required to post additional security if its credit rating or financial metrics worsen.[75]

The terms of the requested waiver are consistent with Oracle's strong financial position. Oracle currently has an investment-grade credit rating of BBB (S&P)/Baa2 (Moody's) and is one of the 20 largest companies in the world, with an equity value

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73 Oracle Aff. ¶¶ 19, 24-33.
74 Oracle Aff., ¶ 37.
75 *See* Exhibit A (requiring 100% of the VLC Security if Oracle's credit rating drops); *see also* Exhibit B.

almost $600 billion.[76] Oracle also currently holds approximately $40 billion in cash and cash equivalents, which provides a significant buffer to protect creditors and counterparties, like Wisconsin Electric and its other customers.[77] Oracle also owns extremely high-value intangible assets, including substantial software, intellectual property, customer relationships, and other intangible assets, all of which contribute to Oracle's creditworthiness.[78] In fact, Oracle has been able to raise large amounts of capital, including $30 billion in a single day earlier this year ($25 billion of which was unsecured by any collateral), and a credit line of $10 billion (also unsecured by collateral support) backed by highly-regulated global banks, including Bank of America and JPMorgan Chase.[79] In practical terms, tens of billions of dollars in Oracle's value would need to be destroyed before creditors or counterparties, such as Wisconsin Electric and its other customers, could experience losses.[80]

These terms also appropriately recognize Oracle's already very significant investment in the State. The Lighthouse data center is a nearly one-gigawatt campus that will span approximately 672 acres and will feature four large data center buildings, with supporting facilities and infrastructure.[81] This approximately $15 billion facility represents one of the largest investments in Wisconsin's history.[82]

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76 Oracle Aff. ¶ 24 (as of February 28, 2026).
77 *Id.*
78 *Id.* ¶¶ 26-28.
79 *Id.* ¶¶ 31-32.
80 *Id.* ¶ 25.
81 Oracle Aff., ¶ 4.
82 *Id.*

And the terms of the proposed waiver significantly *exceed* what the Commission required from Meta in Docket 6680-TE-115. In that docket, the Commission acknowledged Meta was taking service through a subsidiary that lacks a credit rating (Degas, LLC), but nevertheless only required a parent guaranty for a portion of the potential costs to WPL to provide service to Meta.[83] Under the terms of the waiver requested by Joint Petitioners, Oracle will guarantee 90% of the VLC Security, which includes all investments in generation to serve Oracle's subsidiary, and actually post security in a greater amount than Meta's parent guaranty to WPL.[84]

Joint Petitioners respectfully request the Commission approve a waiver for Oracle on the terms included in Exhibit B.[85]

Under Wis. Stat. § 227.49(6), after granting a rehearing, the Commission "shall set the matter for further proceedings as soon as practicable." Although those proceedings "shall conform as nearly may be to the proceeding in the original hearing," the Commission "may otherwise direct" more limited proceedings.[86] The Commission may also "at any time, upon notice to the public utility and after opportunity to be heard … alter or amend" its order in this docket.[87] Joint Petitioners respectively request the Commission act expeditiously to correct the Final Decision, add the requested

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83 *See* Minutes, Docket 6680-TE-115 (PSC REF#: 591494) (May 7, 2026) at 3, No. 26 (acknowledging Degas, LLC as the customer); *see also id.* at 3, Nos. 17 & 18 (only requiring Meta to be the guarantor for termination payments, not investments serving its subsidiary).

84 Exhibit B; Oracle Aff. ¶¶ 37-39.

85 Exhibit B is based upon the terms of the tariffs as revised by Exhibit A. If the Commission does not approve the revisions in Exhibit A, then Wisconsin Electric and Oracle request the opportunity to revise Exhibit B.

86 Wis. Stat. § 227.49(6).

87 Wis. Stat. § 196.39(1).

provision to the Financial Support Requirements of the tariffs; restore Wisconsin Electric's discretion to modify or waive the Tangible Net Worth and liquidity tests (subject to Commission approval); and approve the requested exercise of Wisconsin Electric's discretion with respect to Oracle. Doing so avoids enormous and unnecessary costs on Oracle when it takes service at the Lighthouse data center. If necessary, Joint Petitioners and Oracle will provide additional evidence in a reopened proceeding.

CONCLUSION

All agency decisions must be based on substantial evidence and include a rational basis for decision. The Commission's revisions to the Financial Support Requirements lack both. Joint Petitioners request the Commission promptly correct its errors by reopening this proceeding and adding a graduated table of security that will apply to all VLCs. Joint Petitioners further request that the Commission restore Wisconsin Electric's discretion to waive or modify the Tangible Net Worth and liquidity tests, with the notable enhancement that any such action must be approved by the Commission, and grant a waiver for Oracle that will allow it to post the VLC Security in accordance with the proposed graduated table. Taking these two limited steps will allow Oracle to take service at the Lighthouse data center without onerous and unsupported costs, limit Wisconsin Electric's discretion, and provide protection to non-participating customers and shareholders.

Joint Petitioners respectfully ask the Commission to move quickly—as required by Wis. Stat. § 227.49(6)—to reopen this proceeding and grant the limited relief requested by Joint Petitioners.

Dated June 10, 2026.

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Exhibit A

(Changes to VLC and Bespoke Resources tariffs)

VLC Tariff:

(a) …

Company may, in its sole and absolute discretion, seek Commission approval for a waiver or other modification of the Tangible Net Worth and liquidity tests for individual customers. If approved by the Commission, such waiver or other modification will be reflected in the customer's VLC Service Agreement.

(b) The VLC Security shall be provided in one or more of the following forms, and in accordance with subparagraph 4:

1. A standby irrevocable letter of credit ("Letter of Credit") issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with customer or any Affiliate of customer that has a credit rating of at least A- from S&P and A3 from Moody's. Presentment of the Letter of Credit must be within the U.S. Such security must be issued for a minimum term of 360 days. Customer must cause the renewal or extension of the Letter of Credit for additional consecutive terms of 360 days or more no later than 60 days prior to each expiration date of the Letter of Credit. If the Letter of Credit is not renewed or extended as required, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a form and substance reasonably satisfactory to the Company; or
2. A cash deposit to be held by the Company; or
3. A guaranty from a U.S. domiciled Affiliate of customer (so long as such Affiliate initially satisfies, and while customer is subject to this tariff, continues to satisfy, the VLC Financial Support Requirements) in form and substance reasonably satisfactory to the Company.
4. Customer will provide the VLC Security according to the following table, based on either its own credit rating or the credit rating of the U.S. domiciled Affiliate of customer providing the guaranty in subparagraph 3:

Credit Rating	***VLC Security required as Letter of Credit or cash (percent)***
A- / A3 (or higher)	0%
BBB+ / Baa1	5%
BBB / Baa2	10%

Customer will provide the balance of the VLC Security through a guaranty under subparagraph 3. If Customer's (or, in the case of an Affiliate guaranty, its U.S. domiciled Affiliate's) credit ratings increase or decrease, it shall, within thirty (30) days, post the VLC Security in the proportion reflecting its new credit rating. If Customer's (or, in the case of an Affiliate guaranty, its U.S. domiciled Affiliate's) credit rating is not included in the table above, it shall be required to post the full amount of VLC Security in accordance with subparagraph 1 or 2. If neither customer nor its U.S. domiciled Affiliate meet either the Tangible Net Worth or liquidity tests in subparagraph (a) or, upon Commission approval, as modified by the Company pursuant to subparagraph (a), then customer must provide 100% of the VLC Security through either a Letter of Credit or a cash deposit, unless waiver of the Tangible Net Worth and liquidity tests has been requested by the Company and approved by the Commission pursuant to subparagraph (a).

For the avoidance of doubt, customer agrees that any VLC Security shall be available to the Company to satisfy any failure by customer to comply with its obligations under this tariff and the VLC Service Agreement to which customer is a party.

Bespoke Resources Tariff:

(a) …

Company may, in its sole and absolute discretion, seek Commission approval for a waiver or modification of the Tangible Net Worth and liquidity tests for individual customers. If approved by the Commission, such waiver or modification will be reflected in the customer's Resource Agreement(s).

(b) The Very Large Customer Security shall be provided in one or more of the following forms, and in accordance with subparagraph 4:

1. A standby irrevocable letter of credit ("Letter of Credit") issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with customer or any Affiliate of customer that has a credit rating of at

least A- from S&P and A3 from Moody's. Presentment of the Letter of Credit must be within the U.S. Such security must be issued for a minimum term of 360 days. Customer must cause the renewal or extension of the Letter of Credit for additional consecutive terms of 360 days or more no later than 60 days prior to each expiration date of the Letter of Credit. If the Letter of Credit is not renewed or extended as required, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a form and substance reasonably satisfactory to the Company; or

2. A cash deposit to be held by the Company; or

3. A guaranty from a U.S. domiciled Affiliate of customer (so long as such Affiliate initially satisfies, and while any Resource Agreement to which customer is a party remains outstanding, continues to satisfy, the Bespoke Resource Financial Support Requirements) in form and substance reasonably satisfactory to the Company.

4. Customer will provide the Very Large Customer Security according to the following table, based on either its own credit rating or the credit rating of the U.S. domiciled Affiliate of customer providing the guaranty in subparagraph 3:

Credit Rating	***Very Large Customer Security required as Letter of Credit or cash (percent)***
A- / A3 (or higher)	0%
BBB+ / Baa1	5%
BBB / Baa2	10%

Customer will provide balance of the Very Large Customer Security through a guaranty under subparagraph 3. If Customer's (or, in the case of an Affiliate guaranty, its U.S. domiciled Affiliate's) credit ratings are not included in the table above, or increase or decrease, it shall, within thirty (30) days, post the Very Large Customer Security in the proportion reflecting its new credit rating. If Customer's (or, in the case of an Affiliate guaranty, its U.S. domiciled Affiliate's) credit rating is not included in the table above, it shall be required to post the full amount of Very Large Customer Security in accordance with subparagraph 1 or 2. If neither customer nor its U.S. domiciled Affiliate meet either the Tangible Net Worth or liquidity tests in subparagraph (a), or, upon Commission approval, as modified by the Company pursuant to subparagraph (a), then customer must provide 100% of the Very Large Customer Security through either a Letter of Credit or a cash deposit, unless waiver of the Tangible Net Worth and liquidity tests

has been requested by the Company and approved by the Commission pursuant to subparagraph (a).

For the avoidance of doubt, customer agrees that any Very Large Customer Security shall be available to the Company to satisfy any failure by Customer to comply with its obligations under this tariff and any outstanding Resource Agreement to which customer is a party.

Exhibit B

Based on the factual representations about Oracle Corporation's ("Oracle's") financial condition in the Affidavit of Julia Robin in Support of the Joint Petition for Reopening or Rehearing (the "Oracle Affidavit"), Wisconsin Electric Power Company ("Wisconsin Electric") and Oracle agree to include the modifications to Very Large Customer ("VLC") Service Agreement, and any Resource Agreement, below, related to Oracle taking service at the Lighthouse data center in Port Washington, Wisconsin. If Oracle's financial condition materially worsens from the representations in the Oracle Affidavit, in Wisconsin Electric's sole and absolute discretion, Wisconsin Electric may elect, in its sole and absolute discretion, not to include these modifications in Resource Agreements executed after the material change(s) to Oracle's financial condition.

VLC Service Agreement:

14) CONDITIONS OF DELIVERY

…

E. Customer shall comply with the Financial Security requirements set forth in Condition of Delivery 9 of the VLC Tariff, which are adopted and incorporated herein~~.~~, with the following exceptions and conditions:

a. Customer is exempt from the requirement that it have and maintain (i) Tangible Net Worth, net of its Commitments and Contingent Liability, of 2.0x the required VLC Security amount or (ii) liquidity, as calculated in a commercially reasonable manner at the discretion of the Company and as evidenced by providing quarterly financial statements and certifications, greater than 10x the required VLC Security amount.

b. Customer is exempt from providing 100% of the VLC Security per the terms of this clause in subparagraph (b)4. of Condition of Delivery 9 of the VLC Tariff: "If neither customer nor its U.S. domiciled Affiliate meet either the Tangible Net Worth or liquidity tests in subparagraph (a) or, upon Commission approval, as modified by the Company pursuant to subparagraph

(a), then customer must provide 100% of the VLC Security through either a Letter of Credit or a cash deposit, unless waiver of the Tangible Net Worth and liquidity tests has been requested by the Company and approved by the Commission pursuant to subparagraph (a)."

c. The exceptions in subparagraphs a. and b. are granted based on the financial condition of Oracle Corporation, Customer's U.S.-domiciled Affiliate, as of June 1, 2026, and conditioned on Oracle Corporation maintaining its financial condition as of that date. If Oracle Corporation's financial condition materially worsens, in Company's sole and absolute discretion, Company may elect, in its sole and absolute discretion, to eliminate the exceptions in subparagraphs a. and b. and apply the Financial Security requirements of the VLC Tariff without exception.

Resource Agreements:

11) CONDITIONS OF DELIVERY

…

(5) Customer shall comply with the Financial Security requirements set forth in Condition of Delivery 8 of the Bespoke Resources Tariff, which are adopted and incorporated herein~~.~~, with the following exemptions and conditions:

a. Customer is exempt from the requirement that it have and maintain (i) Tangible Net Worth, net of its Commitments and Contingent Liability, of 2.0x the required Very Large Customer Security amount or (ii) liquidity, as calculated in a commercially reasonable manner at the discretion of the

Company and as evidenced by providing quarterly financial statements and certifications, greater than 10x the required Very Large Customer Security amount.

b. Customer is exempt from providing 100% of the Very Large Customer Security per the terms of this clause in subparagraph (b)4. of Condition of Delivery 8 of the Bespoke Resources Tariff: "If neither customer nor its U.S. domiciled Affiliate meet either the Tangible Net Worth or liquidity tests in subparagraph (a), or, upon Commission approval, as modified by the Company pursuant to subparagraph (a), then customer must provide 100% of the Very Large Customer Security through either a Letter of Credit or a cash deposit, unless waiver of the Tangible Net Worth and liquidity tests has been requested by the Company and approved by the Commission pursuant to subparagraph (a)."

c. The exemptions in subparagraphs a. and b. are granted based on the financial condition of Oracle Corporation, Customer's U.S.-domiciled Affiliate, as of June 1, 2026, and conditioned on Oracle Corporation maintaining its financial condition as of that date. If Oracle Corporation's financial condition materially worsens, in Company's sole and absolute discretion, Company may elect, in its sole and absolute discretion, to eliminate the exemptions in subparagraphs a. and b. and apply the Financial Security requirements of the Bespoke Resources Tariff without exception.