

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**OGE ENERGY
CORP.**

Oklahoma
73-1481638

321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**OKLAHOMA GAS
AND ELECTRIC COMPANY**

Oklahoma
73-0382390

321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

(Exact name of registrant as specified in its charter)

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

SEAN TRAUSCHKE

Chairman of the Board, President and Chief Executive Officer

OGE Energy Corp.

321 N. Harvey, P.O. Box 321

Oklahoma City, Oklahoma 73101-0321

(405) 553-3000

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

Copies to:

ROBERT J. JOSEPH

Jones Day

77 West Wacker

Chicago, Illinois 60601

(312) 269-4176

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

	Large accelerated filer	Accelerated filer	Non-accelerated filer (Do not check if a smaller reporting company)	Smaller reporting company	Emerging growth company
OGE Energy Corp.	<input checked="" type="checkbox"/>	0	0	0	0
Oklahoma Gas and Electric Company	0	0	<input checked="" type="checkbox"/>	0	0

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act. 0

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)(2)
Common Stock, par value \$0.01 per share of OGE Energy Corp.				
Debt Securities of OGE Energy Corp.				
Debt Securities of Oklahoma Gas and Electric Company				

- (1) There are being registered hereunder a currently indeterminate number of shares of common stock, par value \$0.01 per share, of OGE Energy Corp. and a currently indeterminate principal amount of debt securities of OGE Energy Corp. and debt securities of Oklahoma Gas and Electric Company, in each case as may from time to time be offered at indeterminate prices.
- (2) In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrants are deferring payment of the registration fee.

EXPLANATORY NOTE

This registration statement contains two prospectuses, the first of which is to be used in connection with offerings of the securities referenced in clause (1) below and the second of which is to be used in connection with offerings of the securities referenced in clause (2) below:

- (1) the common stock, par value \$0.01 per share, and debt securities of OGE Energy Corp. registered pursuant to this registration statement; and
- (2) the debt securities of Oklahoma Gas and Electric Company registered pursuant to this registration statement.

Each offering of securities made under this registration statement will be made pursuant to one of these prospectuses, with the specific terms of the securities offered thereby set forth in an accompanying prospectus supplement.

OGE ENERGY CORP.

321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

COMMON STOCK, \$0.01 PAR VALUE PER SHARE DEBT SECURITIES

We may offer for sale from time to time in one or more issuances (1) shares of our common stock, par value \$0.01 per share, and (2) one or more series of unsecured debt securities, which may be notes or debentures or other unsecured evidences of indebtedness. The common stock and debt securities are collectively referred to in this prospectus as the "Securities." We will offer the Securities in an amount and on terms to be determined by market conditions at the time of the offering.

We will provide the specific terms of these Securities in supplements to this prospectus. You should read this prospectus and the applicable prospectus supplement carefully before you invest. This prospectus may not be used to sell Securities unless accompanied by a prospectus supplement.

Our common stock trades on the New York Stock Exchange under the symbol "OGE." On May 17, 2018, the closing price of our common stock on the New York Stock Exchange was \$33.31 per share.

Prior to making a decision about investing in our Securities, you should consider carefully any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K and other filings we may make from time to time with the Securities and Exchange Commission ("SEC"). See "Risk Factors" on page 2.

Neither the SEC nor any state securities commission has approved or disapproved of these Securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is May 18, 2018.

You should rely only on the information contained in or incorporated by reference into this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide to you. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these Securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in or incorporated by reference into this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide to you is accurate only as of the date on the front cover of those documents.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC utilizing a "shelf" registration process. Under this process, we are registering an unspecified amount of our Securities, and may issue any of such Securities in one or more offerings. This prospectus provides you with a general description of the Securities we may offer. Each time we sell any of the Securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and the applicable prospectus supplement together with the additional information described under the heading "Where You Can Find More Information." For more details, you should read the exhibits filed with the registration statement of which this prospectus is a part. In this prospectus, "we," "us," "our" and "our company" refer to OGE Energy Corp.

FORWARD-LOOKING STATEMENTS

Except for the historical statements contained herein and therein, the matters discussed in this prospectus and the documents incorporated by reference are forward-looking statements that are not historical fact and constitute “forward-looking statements.” Such forward-looking statements are intended to be identified in this document by the words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “objective,” “plan,” “possible,” “potential,” “project” and similar expressions. Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Our future results may differ materially from those expressed in these forward-looking statements. These statements are necessarily based upon various assumptions involving judgments with respect to the future and other risks, including, among others:

- general economic conditions, including the availability of credit, access to existing lines of credit, access to the commercial paper markets, actions of rating agencies and their impact on capital expenditures;
- our ability and the ability of our subsidiaries to access the capital markets and obtain financing on favorable terms as well as inflation rates and monetary fluctuations;
- the ability to obtain timely and sufficient rate relief to allow for recovery of items such as capital expenditures, fuel costs, operating costs, transmission costs and deferred expenditures;
- prices and availability of electricity, coal, natural gas and natural gas liquids;
- the timing and extent of changes in commodity prices, particularly natural gas and natural gas liquids, the competitive effects of the available pipeline capacity in the regions Enable Midstream Partners, LP (“Enable”) serves and the effects of geographic and seasonal commodity price differentials, including the effects of these circumstances on re-contracting available capacity on Enable's interstate pipelines;
- the timing and extent of changes in the supply of natural gas, particularly supplies available for gathering by Enable's gathering and processing business and transporting by Enable's interstate pipelines, including the impact of natural gas and natural gas liquids prices on the level of drilling and production activities in the regions Enable serves;
- business conditions in the energy and natural gas midstream industries, including the demand for natural gas, natural gas liquids, crude oil and midstream services;
- competitive factors including the extent and timing of the entry of additional competition in the markets we serve;
- the impact on demand for our services resulting from cost-competitive advances in technology, such as distributed electricity generation and customer energy efficiency programs;
- technological developments, changing markets and other factors that result in competitive disadvantages and create the potential for impairment of existing assets;
- factors affecting utility operations such as unusual weather conditions; catastrophic weather-related damage; unscheduled generation outages, unusual maintenance or repairs; unanticipated changes to fossil fuel, natural gas or coal supply costs or availability due to higher demand, shortages, transportation problems or other developments; environmental incidents; or electric transmission or gas pipeline system constraints;
- availability and prices of raw materials for current and future construction projects;
- the effect of retroactive pricing of transactions in the Southwest Power Pool markets or adjustments in market pricing mechanisms by the Southwest Power Pool;
- federal or state legislation and regulatory decisions and initiatives that affect cost and investment recovery, have an impact on rate structures or affect the speed and degree to which competition enters our markets;
- environmental laws, safety laws or other regulations that may impact the cost of operations or restrict or change the way we operate our facilities;
- changes in accounting standards, rules or guidelines;
- the discontinuance of accounting principles for certain types of rate-regulated activities;
- the cost of protecting assets against, or damage due to, terrorism or cyber-attacks and other catastrophic events;
- creditworthiness of suppliers, customers and other contractual parties;
- social attitudes regarding the utility, natural gas and power industries;
- identification of suitable investment opportunities to enhance shareholder returns and achieve long-term financial objectives through business acquisitions and divestitures;
- increased pension and healthcare costs;
- costs and other effects of legal and administrative proceedings, settlements, investigations, claims and matters, including, but not limited to, those described in the reports we file with the Securities and Exchange Commission (“SEC”)
- the difficulty in making accurate assumptions and projections regarding future revenues and costs associated with our equity investment in Enable that we do not control; and
- other risk factors listed in the reports we file with the SEC.

In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained or incorporated by reference in this prospectus will in fact transpire. You are cautioned not to place

undue reliance on these forward-looking statements, which speak only as of their dates. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These risks and uncertainties are discussed in more detail under “Business,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Notes to Consolidated Financial Statements” in our most recent Annual Report on Form 10-K and in our Quarterly Reports on Form 10-Q and other documents on file with the SEC. You may obtain copies of these documents as described under “Where You Can Find More Information.” We may also describe additional risk factors in the applicable prospectus supplement.

OGE ENERGY CORP.

We are an energy and energy services provider offering physical delivery and related services for both electricity and natural gas primarily in the south central United States. We conduct these activities through two business segments: (i) electric utility and (ii) natural gas midstream operations.

Our electric utility segment generates, transmits, distributes and sells electric energy in Oklahoma and western Arkansas. These operations are conducted through our wholly owned subsidiary, Oklahoma Gas and Electric Company (“OG&E”) and are subject to regulation by the Oklahoma Corporation Commission, the Arkansas Public Service Commission and the Federal Energy Regulatory Commission. OG&E was incorporated in 1902 under the laws of the Oklahoma Territory. OG&E is the largest electric utility in Oklahoma and its franchised service territory includes Fort Smith, Arkansas and the surrounding communities. OG&E sold its retail natural gas business in 1928 and is no longer engaged in the natural gas distribution business.

Our natural gas midstream operations segment represents our investment in Enable through our wholly owned subsidiaries and ultimately OGE Holdings. Enable is engaged in the business of gathering, processing, transporting and storing natural gas. Enable’s natural gas gathering and processing assets are strategically located in four states and serve natural gas production from shale developments in the Anadarko, Arkoma and Ark-La-Tex basins. Enable also owns an emerging crude oil gathering business in the Bakken Shale formation, principally located in the Williston Basin of North Dakota. Enable’s natural gas transportation and storage assets extend from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois.

The general partner of Enable is equally controlled by us and CenterPoint Energy, who each have 50 percent management ownership. At March 31, 2018, through our wholly owned subsidiary OGE Holdings, we hold approximately 25.6 percent of the limited partner interests in Enable. We also own a 60 percent interest in any incentive distribution rights of Enable.

We were incorporated in August 1995 in the state of Oklahoma and our principal executive offices are located at 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma 73101-0321; telephone (405) 553-3000. Our web site address is www.ogeenergy.com. Our web site address is provided for informational purposes only. No information contained in, or that can be accessed through, our web site is to be considered part of this prospectus.

RISK FACTORS

An investment in our Securities involves risk. Prior to making a decision about investing in our Securities, you should carefully consider any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K under the heading “Risk Factors” and other filings we make from time to time with the SEC. Such factors could affect actual results and cause results to differ materially from those expressed or implied in any forward-looking statements made by us or on our behalf. Additional risks and uncertainties not currently known to us or that we currently view as immaterial may also affect our business operations.

USE OF PROCEEDS

Unless we indicate otherwise in any applicable prospectus supplement or other offering materials, we intend to add the net proceeds from the sale of the Securities to our general funds and to use those proceeds for general corporate purposes, including to fund our operating units and subsidiaries and to repay short-term debt. The specific use of the proceeds of a particular offering of Securities will be described in the applicable prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

(unaudited)

	Three Months Ended March 31,		Year Ended December 31,			
	2018	2017	2016	2015	2014	2013
Ratio of Earnings to Fixed Charges	2.46	4.42	4.41	4.12	4.49	3.98

Due to normal seasonal fluctuations within our business and other factors, our operating results for the three months ended March 31, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018 or for any future period.

For purposes of computing our ratio of earnings to fixed charges, (i) earnings consist of income from continuing operations before income taxes and equity in earnings of unconsolidated affiliates, plus distributed equity income plus fixed charges, less allowance for borrowed funds used during construction and other capitalized interest and (ii) fixed charges consist of interest on long-term debt, related amortization, interest on short-term borrowings and a calculated portion of rents considered to be interest.

Assuming that our variable interest rate debt continues at interest rates in effect on March 31, 2018, the annual interest requirement on our long-term debt outstanding at March 31, 2018, was approximately \$155.7 million.

DESCRIPTION OF CAPITAL STOCK

The following statements are summaries of certain provisions of our Restated Certificate of Incorporation and are subject to the detailed provisions thereof. Such summaries do not purport to be complete, and reference is made to our Restated Certificate

of Incorporation (which is filed as Exhibit 3.01 to our Form 10-Q for the quarter ended June 30, 2013, File No. 1-12579) for a full and complete statement of such provisions.

Authorized Shares

Under our Restated Certificate of Incorporation, we are authorized to issue 450,000,000 shares of common stock, par value \$0.01 per share, of which 199,731,036 shares were outstanding on March 31, 2018.

We are also authorized to issue 5,000,000 shares of preferred stock, par value \$0.01 per share. No shares of preferred stock are currently outstanding. Without shareholder approval, we may issue preferred stock in the future in such series as may be designated by our board of directors. In creating any such series, our board of directors has the authority to fix the rights and preferences of each series with respect to, among other things, the dividend rate, redemption provisions, liquidation preferences, sinking fund provisions, conversion rights and voting rights. The terms of any series of preferred stock that we may issue in the future may provide the holders of such preferred stock with rights that are senior to the rights of the holders of our common stock.

Dividend Rights

Before we can pay any dividends on our common stock, the holders of our preferred stock that may be outstanding are entitled to receive their dividends at the respective rates as may be provided for the shares of their series. Currently, there are no shares of our preferred stock outstanding. Because we are a holding company and conduct all of our operations through our subsidiaries, our cash flow and ability to pay dividends will be dependent on the earnings and cash flows of our subsidiaries and other equity interests and the distribution or other payment of those earnings to us in the form of dividends or distributions, or in the form of repayments of loans or advances to us. We expect to derive principally all of the funds required by us to enable us to pay dividends on our common stock from dividends paid by OG&E, on OG&E's common stock, and from distributions paid by OGE Enogex Holdings LLC, on OGE Enogex Holdings limited liability company interests, including distributions from its interest in Enable. Our ability to receive dividends on OG&E's common stock is subject to the prior rights of the holders of any OG&E preferred stock that may be outstanding, any covenants of OG&E's certificate of incorporation and OG&E's debt instruments limiting the ability of OG&E to pay dividends and the ability of public utility commissions that regulate OG&E to effectively restrict the payment of dividends by OG&E. Our ability to receive distributions from our interest in Enable is subject to the prior rights of existing and future holders of limited partnership interests that may be outstanding and any covenants in the debt instruments of Enable and its subsidiaries and equity interests limiting the ability to pay distributions.

Voting Rights

Each holder of common stock is entitled to one vote per share upon all matters upon which shareowners have the right to vote and generally will vote together as one class. Our board of directors has the authority to fix conversion and voting rights for any new series of preferred stock (including the right to elect directors upon a failure to pay dividends), provided that no share of preferred stock can have more than one vote per share.

Our Restated Certificate of Incorporation also contains "fair price" provisions, which require the approval by the holders of at least 80 percent of the voting power of our outstanding voting stock as a condition for mergers, consolidations, sales of substantial assets, issuances of capital stock and certain other business combinations and transactions involving us and any substantial (10 percent or more) holder of our voting stock unless the transaction is either approved by a majority of the members of our board of directors who are unaffiliated with the substantial holder or specified minimum price and procedural requirements are met. The provisions summarized in the foregoing sentence may be amended only by the approval of the holders of at least 80 percent of the voting power of our outstanding voting stock. Our voting stock consists of all outstanding shares entitled to vote generally in the election of directors and currently consists of our common stock.

Our voting stock does not have cumulative voting rights for the election of directors. Our Restated Certificate of Incorporation and By-Laws currently contain provisions stating that: (1) directors may be removed only with the approval of the holders of at least a majority of the voting power of our shares generally entitled to vote; (2) any vacancy on the board of directors will be filled only by the remaining directors then in office, though less than a quorum; (3) advance notice of introduction by shareowners of business at annual shareowner meetings and of shareowner nominations for the election of directors must be given and that certain information must be provided with respect to such matters; (4) shareowner action may be taken only at an annual meeting of shareowners or a special meeting of shareowners called by the President or the board of directors; and (5) the foregoing provisions may be amended only by the approval of the holders of at least 80 percent of the voting power of the shares generally entitled to vote. These provisions, along with the "fair price" provisions discussed above, the business combination and control share acquisition provision discussed below, may deter attempts to cause a change in control of our company (by proxy contest, tender offer or otherwise) and will make more difficult a change in control that is opposed by our board of directors.

Liquidation Rights

Subject to possible prior rights of holders of preferred stock that may be issued in the future, in the event of our liquidation, dissolution or winding up, whether voluntary or involuntary, the holders of our common stock are entitled to receive the remaining assets and funds pro rata, according to the number of shares of common stock held.

Other Provisions

Oklahoma has enacted legislation aimed at regulating takeovers of corporations and restricting specified business combinations with interested shareholders. Under the Oklahoma General Corporation Act, a shareowner who acquires more than 15 percent of the outstanding voting shares of a corporation subject to the statute, but less than 85 percent of such shares, is prohibited from engaging in specified "business combinations" with the corporation for three years after the date that the shareowner became an interested stockholder. This provision does not apply if (1) before the acquisition date the corporation's board of directors has approved either the business combination or the transaction in which the shareowner became an interested shareowner or (2) the corporation's board of directors approves the business combination and at least two-thirds of the outstanding voting stock of the corporation not owned by the interested shareowner vote to authorize the business combination. The term "business combination" encompasses a wide variety of transactions with or caused by an interested shareowner in which the interested shareowner receives or could receive a benefit on other than a pro rata basis with other shareowners, including mergers, specified asset sales, specified issuances of additional shares to the interested shareowner, transactions with the corporation that increase the proportionate interest of the interested shareowner or transactions in which the interested shareowner receives certain other benefits.

Oklahoma law also contains control share acquisition provisions. These provisions generally require the approval of the holders of a majority of the corporation's voting shares held by disinterested shareowners before a person purchasing one-fifth or more of the corporation's voting shares can vote the shares in excess of the one-fifth interest. Similar shareholder approvals are required at one-third and majority thresholds.

The board of directors may allot and issue shares of common stock for such consideration, not less than the par value thereof, as it may from time to time determine. No holder of common stock has the preemptive right to subscribe for or purchase any part of any new or additional issue of stock or securities convertible into stock. Our common stock is not subject to further calls or to assessment by us.

Our common stock is listed on the New York Stock Exchange. Computershare is the Transfer Agent and Registrar for our common stock.

DESCRIPTION OF DEBT SECURITIES

The description below contains summaries of selected provisions of the indenture, including the supplemental indenture, under which our debt securities will be issued. These summaries are not complete. The indenture and the form of supplemental indenture applicable to our debt securities have been filed as exhibits to the registration statement of which this prospectus is a part. You should read the indenture and the supplemental indenture for provisions that may be important to you. In the summaries below, we have included references to section numbers of the indenture so that you can easily locate these provisions.

We are not required to issue future issues of indebtedness under the indenture described in this prospectus. We are free to use other indentures or documentation, containing provisions different from those described in this prospectus, in connection with future issues of other indebtedness not under this registration statement. At April 30, 2018, we had no senior debt securities outstanding under the Indenture (as defined below).

Our debt securities will be represented either by global securities registered in the name of The Depository Trust Company ("DTC"), as depository ("Depository"), or its nominee, or by securities in certificated form issued to the registered owners, as described in the applicable prospectus supplement. See "Book-Entry System" in this prospectus.

General

We may issue our debt securities as notes or debentures or other unsecured evidences of indebtedness (collectively referred to as the "Debt Securities") in one or more new series under an indenture dated as of November 1, 2004 between us and BOKF, NA, as successor trustee (the "Trustee"). This indenture, as previously supplemented by supplemental indentures and as to be supplemented by a new supplemental indenture for each series of Debt Securities, is referred to in this prospectus as the "Indenture."

The Debt Securities will be unsecured obligations and will rank on a parity with our other existing and future unsecured and unsubordinated indebtedness, including other senior debt securities previously issued under the Indenture and senior debt securities that may be issued under the Indenture subsequent to the issuance of the Debt Securities.

The Debt Securities will be obligations exclusively of our company. As a holding company, we have no material assets other than our ownership of the common stock of our subsidiaries and investment in an unconsolidated affiliate. Unless we say otherwise in a prospectus supplement, we will rely entirely upon distributions and other amounts received from our subsidiaries and unconsolidated affiliate to meet the payment obligations under the Debt Securities.

Our subsidiaries and unconsolidated affiliate are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay amounts due under the Debt Securities or otherwise to make any funds available to us. This includes the payment of dividends or other distributions or the extension of loans or advances, unless we say otherwise in a prospectus supplement. Public utility commissions that regulate our utility subsidiary may effectively restrict the payment of dividends to us by our utility subsidiary. See “Description of Capital Stock-Dividend Rights” for a description of certain limits on the ability of our regulated utility subsidiary, OG&E, to pay dividends on its common stock.

Furthermore, the ability of our subsidiaries and unconsolidated affiliate to make any payments to us would be dependent upon the terms of any credit facilities of such entities and upon their earnings and cash flow, which are subject to various business risks. In a bankruptcy or insolvency proceeding, claims of holders of the Debt Securities would be satisfied solely from our equity interests in our subsidiaries and unconsolidated affiliate remaining after the satisfaction of claims of creditors of the subsidiaries. Accordingly, the Debt Securities are effectively subordinated to existing and future liabilities of our subsidiaries to their respective creditors.

We sometimes refer in this prospectus to debt securities issued under the Indenture, whether previously issued or to be issued in the future, including the Debt Securities, as the “Notes.” The amount of Notes that we may issue under the Indenture is not limited.

The Debt Securities may be issued in one or more series, may be issued at various times, may have differing maturity dates and may bear interest at differing rates. The prospectus supplement applicable to each issue of Debt Securities will specify:

- the title, aggregate principal amount and offering price of that series of Debt Securities;
- the interest rate or rates, or method of calculation of the rate or rates, on that series, and the date from which the interest will accrue;
- the dates on which interest will be payable;
- the record dates for payments of interest;
- the date on which the Debt Securities of that series will mature;
- any redemption terms;
- the period or periods within which, the price or prices at which and the terms and conditions upon which the Debt Securities of that series may be repaid, in whole or in part, at the option of the holder thereof; and
- other specific terms applicable to the Debt Securities of that series.

Any special U.S. Federal income tax considerations applicable to Debt Securities sold at an original issue discount and any special U.S. Federal income tax or other considerations applicable to any Debt Securities that are denominated in a currency other than U.S. dollars will be described in the prospectus supplement relating to that series of Debt Securities.

Unless we indicate otherwise in the applicable prospectus supplement, the Debt Securities will be denominated in U.S. dollars in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

Unless we indicate otherwise in the applicable prospectus supplement, there will be no provisions in the Indenture or the Debt Securities that require us to redeem, or permit the holders to cause a redemption or repurchase of, the Debt Securities or that otherwise protect the holders in the event that we incur substantial additional indebtedness, whether or not in connection with a change in control of our company.

Registration, Transfer And Exchange

Debt Securities of any series may be exchanged for other Debt Securities of the same series of any authorized denominations and of a like aggregate principal amount, stated maturity and original issue date. (Section 2.06 of the Indenture.)

Unless we indicate otherwise in the applicable prospectus supplement, Debt Securities may be presented for registration of transfer (duly endorsed or accompanied by a duly executed written instrument of transfer), at the office of the Trustee maintained for that purpose and referred to in the applicable prospectus supplement, without service charge and upon payment of any taxes and other governmental charges as described in the Indenture. Any transfer or exchange will be effected upon the Trustee's satisfaction with the documents of title and indemnity of the person making the request. (Sections 2.06 and 2.07 of the Indenture.)

The Trustee will not be required to exchange or register a transfer of any Debt Securities of a series that is selected, called or being called for redemption except, in the case of any Debt Security to be redeemed in part, the portion thereof not to be so redeemed. (Section 2.06 of the Indenture.) See "Book-Entry System" in this prospectus.

Payment and Paying Agents

Principal, interest and premium, if any, on Debt Securities issued in the form of global securities will be paid in the manner described below under the heading "Book-Entry System." Unless we indicate otherwise in the applicable prospectus supplement, interest on Debt Securities that are in the form of certificated securities will be paid by check mailed to the holder at that holder's address as it appears in the register for the Debt Securities maintained by the Trustee; however, a holder of \$10,000,000 or more of Notes having the same interest payment dates will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Trustee on or prior to the applicable record date. (Section 2.12 of the Indenture.) Unless we indicate otherwise in the applicable prospectus supplement, the principal, interest at maturity and premium, if any, on Debt Securities in the form of certificated securities will be payable in immediately available funds at the office of the Trustee upon presentation of the Debt Securities. (Section 2.12 of the Indenture.)

All monies paid by us to a paying agent for the payment of principal, interest or premium on any Debt Securities that remain unclaimed at the end of two years after that principal, interest or premium has become due and payable will be repaid to us, and the holders of those Debt Securities may thereafter look only to us for payment of that principal, interest or premium. (Section 4.04 of the Indenture.)

Events of Default

The following are events of default under the Indenture:

- default in the payment of principal and premium, if any, on any Note issued under the Indenture when due and payable and continuance of that default for a period of five days;
- default in the payment of interest on any Note issued under the Indenture when due and continuance of that default for 30 days;
- default in the performance or breach of any of our other covenants or warranties in the Indenture and the continuation of that default or breach for 90 days after written notice to us as provided in the Indenture; and
- specified events of bankruptcy, insolvency or reorganization of our company. (Section 7.01 of the Indenture.)

Acceleration of Maturity. If an event of default occurs and is continuing, either the Trustee or the holders of a majority in principal amount of the outstanding Notes may declare the principal amount of all Notes to be due and payable immediately. At any time after an acceleration of the Notes has been declared, but before a judgment or decree of the immediate payment of the principal amount of the Notes has been obtained, if we pay or deposit with the Trustee a sum sufficient to pay all matured installments of interest and the principal and any premium which has become due otherwise than by acceleration and all defaults have been cured or waived, then that payment or deposit will cause an automatic rescission and annulment of the acceleration of the Notes. (Section 7.01 of the Indenture.)

Indemnification of Trustee. The Trustee generally will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders unless the holders have offered reasonable security to the Trustee. (Section 8.02 of the Indenture.)

Right to Direct Proceedings. The holders of a majority in principal amount of the outstanding Notes generally will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred on the Trustee, relating to the Notes. The holders of a majority in principal amount of the outstanding Notes generally will be able to waive any past default or event of default except a default in the payment of principal, premium or interest on the Notes. (Section 7.07 of the Indenture.) Each holder has the right to institute a proceeding relating to the Indenture, but this right is subject to conditions precedent specified in the Indenture. (Section 7.04 of the Indenture.)

Notice of Default. The Trustee is required to give the holders notice of the occurrence of a default within 90 days of the default, unless the default is cured or waived. Except in the case of a payment default on the Notes, however, the Trustee may withhold notice if it determines in good faith that it is in the interest of holders to do so. (Section 7.08 of the Indenture.) We are required to deliver to the Trustee each year a certificate as to whether or not we are in compliance with the conditions and covenants under the Indenture. (Section 5.05 of the Indenture.)

Modification

Unless we indicate otherwise in the applicable prospectus supplement, we and the Trustee may modify and amend the Indenture and the Debt Securities from time to time. Depending upon the type of amendment, we may not need the consent or approval of any of the holders of the Notes, or we may need either the consent or approval of the holders of a majority in principal amount of the outstanding Notes or the consent or approval of each holder affected by the proposed amendment.

We will not need the consent of the holders for the following types of amendments:

- adding to our covenants for the benefit of the holders or surrendering a right given to us in the Indenture;
- adding security for the Notes; or
- making various other modifications, generally of a ministerial or immaterial nature. (Section 12.01 of the Indenture.)

We will need the consent of the holders of each outstanding Note affected by a proposed amendment if the amendment would cause any of the following to occur:

- a change in the maturity date or redemption date of any Note;
- a reduction in the interest rate or extension of the time of payment of interest;
- a reduction in the principal amount of any Note, the interest or premium payable on any Note, or the amount of principal that could be declared due and payable prior to the stated maturity;
- a change in the currency of any payment of principal, premium or interest on any Note;
- an impairment of the right of a holder to institute suit for the enforcement of any payment relating to any Note;
- a reduction in the percentage of outstanding Notes necessary to consent to the modification or amendment of the Indenture; or
- a modification of these requirements or a reduction to less than a majority of the percentage of outstanding Notes necessary to waive any past default. (Section 12.02 of the Indenture.)

Amendments other than those described in the above two paragraphs will require the approval of a majority in principal amount of the outstanding Notes.

Defeasance and Discharge

We may be discharged from all obligations relating to the Notes and the Indenture (except for specified obligations such as obligations to register the transfer or exchange of Notes, replace stolen, lost or mutilated Notes and maintain paying agencies) if we irrevocably deposit with the Trustee, in trust for the benefit of holders of Notes, money or U.S. government obligations, or any combination thereof, sufficient to make all payments of principal, premium and interest on the Notes on the dates those payments are due. To discharge those obligations, we must deliver to the Trustee an opinion of counsel that the holders of the Notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of the defeasance or discharge of the Indenture. If we discharge our obligations as described above, the holders of Notes must look only to the funds deposited with the Trustee, and not us, for payments on the Notes. (Section 4.01 of the Indenture.)

Consolidation, Merger and Sale of Assets; No Financial Covenants

We will not merge into any other corporation or sell or otherwise transfer all or substantially all our assets unless the successor or transferee corporation assumes by supplemental indenture our obligations to pay the principal, interest and any premium on all the Notes and our obligation to perform every covenant in the Indenture that we are supposed to perform or observe. Upon any merger, sale or transfer of all or substantially all of our assets, the successor or transferee corporation will succeed to, and be substituted for, and may exercise all of our rights and powers under the Indenture with the same effect as if the successor corporation had been named as us in the Indenture, and we will be released from all obligations under the Indenture. The Indenture defines all or substantially all of our assets as being sixty six and two thirds percent or more of our total assets as shown on our balance sheet at the end of the prior year and specifically permits any sale, transfer or conveyance during a calendar year of less than sixty six and two thirds percent of our total assets without the consent of the holders of the Notes. (Sections 11.01 and 11.02 of the Indenture.)

Unless we indicate otherwise in the applicable prospectus supplement, the Indenture will not contain any financial or other similar restrictive covenants.

Resignation or Removal of Trustee

The Trustee may resign at any time by notifying us in writing and specifying the day that the resignation is to take effect. The resignation will not take effect, however, until a successor trustee has been appointed. (Section 8.10 of the Indenture.)

The holders of a majority in principal amount of the outstanding Notes may remove the Trustee at any time. In addition, so long as no event of default or event which, with the giving of notice or lapse of time or both, would become an event of default has occurred and is continuing, we may remove the Trustee upon (1) notice to the Trustee and the holder of each Note outstanding under the Indenture and (2) appointment of a successor Trustee. (Section 8.10 of the Indenture.)

Concerning the Trustee

BOKF, NA is the Trustee under the Indenture. We and our affiliates maintain banking relationships with the Trustee in the ordinary course of business. The Trustee also acts as trustee for some securities of our affiliates.

BOOK-ENTRY SYSTEM

Unless we indicate otherwise in the applicable prospectus supplement, The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Debt Securities. The Debt Securities will be issued as fully-registered securities registered in the name of Cede & Co., DTC's partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each issue of Debt Securities, each in the aggregate principal amount of any such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of any such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Debt Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Debt Securities on DTC's records. The ownership interest of each actual purchaser of each Debt Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Debt Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Debt Securities, except in the event that use of the book-entry system for the Debt Securities is discontinued.

To facilitate subsequent transfers, all Debt Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Debt Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Debt Securities;

DTC's records reflect only the identity of the Direct Participants to whose accounts such Debt Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Debt Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Debt Securities, such as redemptions, tenders, defaults, and proposed amendments to the Debt Security documents. For example, Beneficial Owners of Debt Securities may wish to ascertain that the nominee holding the Debt Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Debt Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Debt Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Debt Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and interest payments on the Debt Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from us or our agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, our agent or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of us or our agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Debt Securities at any time by giving reasonable notice to us or our agent. Under such circumstances, in the event that a successor depository is not obtained, Debt Security certificates are required to be printed and delivered.

We may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Debt Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but neither we nor any underwriter takes any responsibility for the accuracy thereof.

PLAN OF DISTRIBUTION

We may sell the Securities offered by this prospectus through underwriters, through dealers, through agents, directly to other purchasers or through a combination of these methods, as described in the prospectus supplement relating to an offering of Securities. The distribution of the Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

The applicable prospectus supplement will contain specific information relating to the terms of the offering, including:

- the name or names of any underwriters or agents;
- the purchase price of the Securities;
- our net proceeds from the sale of the Securities;
- any underwriting discounts and other items constituting underwriters' compensation; and

- the initial public offering price and any discounts, concessions or commissions allowed or re-allowed or paid to dealers.

By Underwriters

If underwriters are used in the sale, the Securities will be acquired by the underwriters for their own account. Underwriters may offer the Securities directly or through underwriting syndicates represented by one or more managing underwriters. The underwriters may resell the Securities in one or more transactions, including negotiated transactions, at a fixed public offering price, which may be changed, or at varying prices determined at the time of sale. The obligations of the underwriters to purchase the Securities will be subject to certain conditions. The initial public offering price and any discounts or concessions allowed or re-allowed or paid to dealers may be changed from time to time.

By Dealers

If dealers are used in the sale, unless otherwise specified in the applicable prospectus supplement, we will sell the Securities to the dealers as principals. The dealers may then resell the Securities to the public at varying prices to be determined by the dealers at the time of resale. The applicable prospectus supplement will contain more information about the dealers, including the names of the dealers and the terms of our agreement with them.

By Agents and Direct Sales

We may sell the Securities directly to the public, without the use of underwriters, dealers or agents. We may also sell the Securities through agents we designate from time to time. The applicable prospectus supplement will contain more information about the agents, including the names of the agents and any commission we agree to pay the agents.

General Information

Underwriters, dealers and agents that participate in the distribution of Securities may be deemed to be underwriters, and any discounts or commissions received by them from us and any profit on the resale of Securities by them may be deemed to be underwriting discounts and commissions under the Securities Act of 1933. Any person who may be deemed to be an underwriter will be identified, and any compensation received from us will be described, in the prospectus supplement.

Our outstanding common stock is listed for trading on the New York Stock Exchange. We may engage in at-the-market offerings of our common stock into an existing trading market in accordance with Rule 415(a)(4) of the Securities Act of 1933. Any at-the-market offering of our common stock will be through an underwriter or underwriters acting as principal or agent for us.

Under agreements into which we may enter in connection with the sale of Securities, underwriters, dealers and agents who participate in the distribution of Securities may be entitled to indemnification by us against specified liabilities, including liabilities under the Securities Act of 1933.

Agents, dealers and underwriters may be customers of, engage in transactions with, or perform services for us or our affiliates in the ordinary course of business.

LEGAL OPINIONS

Unless otherwise indicated in the applicable prospectus supplement, legal opinions relating to the Securities and certain other matters will be rendered by our counsel, Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, and Jones Day, Chicago, Illinois. Unless otherwise indicated in the applicable prospectus supplement, Williams, Box, Forshee & Bullard, P.C. will pass on matters pertaining to local laws and as to these matters other counsel will rely on their opinions.

Unless otherwise indicated in the applicable prospectus supplement, certain legal matters will be passed upon for any underwriters, dealers or agents named in a prospectus supplement by Chapman and Cutler LLP, Chicago, Illinois.

EXPERTS

The consolidated financial statements of OGE Energy Corp., appearing in OGE Energy Corp.'s Current Report on Form 8-K dated May 17, 2018, for the year ended December 31, 2017 (including the schedule appearing therein), and the effectiveness

of OGE Energy Corp.'s internal control over financial reporting as of December 31, 2017, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference which, as to the consolidated financial statements for the year ended December 31, 2017, is based in part on the report of Deloitte & Touche LLP, independent registered public accounting firm. Such consolidated financial statements and schedule are incorporated herein by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The consolidated financial statements of Enable Midstream Partners, LP and subsidiaries, incorporated in this prospectus by reference from OGE Energy Corp.'s Annual Report on Form 10-K for the year ended December 31, 2017, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room.

The SEC allows us to "incorporate by reference" in this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede the information contained in or incorporated by reference in this prospectus. We incorporate by reference the following documents:

- Our Annual Report on Form 10-K for the year ended December 31, 2017;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2018;
- Our Current Reports on Form 8-K, filed with the SEC on February 9, 2018, March 14, 2018 and May 17, 2018; and
- Description of our capital stock contained in Exhibit 99.01 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2013.

We also incorporate by reference all future filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or after the date of this prospectus until we sell all of the Securities referred to herein.

We are not required to, and do not expect to, provide annual reports to holders of our debt securities unless specifically requested by a holder.

You may request a copy of these filings at no cost, by writing or telephoning us at the following address:

Corporate Secretary
OGE Energy Corp.
321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

OKLAHOMA GAS AND ELECTRIC COMPANY

321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

DEBT SECURITIES

We may offer for sale from time to time in one or more issuances one or more series of unsecured debt securities, which may be notes or debentures or other unsecured evidences of indebtedness. The debt securities are referred to in this prospectus as the "Debt Securities." We will offer the Debt Securities in an amount and on terms to be determined by market conditions at the time of the offering.

We will provide the specific terms of these Debt Securities in supplements to this prospectus. You should read this prospectus and the applicable prospectus supplement carefully before you invest. This prospectus may not be used to sell Debt Securities unless accompanied by a prospectus supplement.

Prior to making a decision about investing in our Debt Securities, you should consider carefully any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K and other filings we may make from time to time with the Securities and Exchange Commission ("SEC"). See "Risk Factors" on page 2.

Neither the SEC nor any state securities commission has approved or disapproved of these Debt Securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is May 18, 2018.

You should rely only on the information contained in or incorporated by reference into this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide to you. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these Debt Securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in or incorporated by reference into this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide to you is accurate only as of the date on the front cover of those documents.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC utilizing a “shelf” registration process. Under this process, we are registering an unspecified amount of our Debt Securities, and may issue any of such Debt Securities in one or more offerings. This prospectus provides you with a general description of the Debt Securities we may offer. Each time we sell any of the Debt Securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and the applicable prospectus supplement together with the additional information described under the heading “Where You Can Find More Information.” For more details, you should read the exhibits filed with the registration statement of which this prospectus is a part. In this prospectus, “we,” “us,” “our” and “our company” refer to Oklahoma Gas and Electric Company.

FORWARD-LOOKING STATEMENTS

Except for the historical statements contained herein and therein, the matters discussed in this prospectus and the documents incorporated by reference are forward-looking statements that are not historical fact and constitute “forward-looking statements.” Such forward-looking statements are intended to be identified in this document by the words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “objective,” “plan,” “possible,” “potential,” “project” and similar expressions. Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Our future results may differ materially from those expressed in these forward-looking statements. These statements are necessarily based upon various assumptions involving judgments with respect to the future and other risks, including, among others:

- general economic conditions, including the availability of credit, access to existing lines of credit, access to the commercial paper markets, actions of rating agencies and their impact on capital expenditures;
- our ability and the ability of our parent company, OGE Energy Corp., to access the capital markets and obtain financing on favorable terms as well as inflation rates and monetary fluctuations;
- the ability to obtain timely and sufficient rate relief to allow for recovery of items such as capital expenditures, fuel costs, operating costs, transmission costs and deferred expenditures;
- prices and availability of electricity, coal and natural gas;
- business conditions in the energy industry;
- competitive factors including the extent and timing of the entry of additional competition in the markets we serve;
- the impact on demand for our services resulting from cost-competitive advances in technology, such as distributed electricity generation and customer energy efficiency programs;
- technological developments, changing markets and other factors that result in competitive disadvantages and create the potential for impairment of existing assets;
- factors affecting utility operations such as unusual weather conditions; catastrophic weather-related damage; unscheduled generation outages, unusual maintenance or repairs; unanticipated changes to fossil fuel, natural gas or coal supply costs or availability due to higher demand, shortages, transportation problems or other developments; environmental incidents; or electric transmission or gas pipeline system constraints;
- availability and prices of raw materials for current and future construction projects;
- the effect of retroactive pricing of transactions in the Southwest Power Pool markets or adjustments in market pricing mechanisms by the Southwest Power Pool;
- federal or state legislation and regulatory decisions and initiatives that affect cost and investment recovery, have an impact on rate structures or affect the speed and degree to which competition enters our markets;
- environmental laws, safety laws or other regulations that may impact the cost of operations or restrict or change the way we operate our facilities;
- changes in accounting standards, rules or guidelines;
- the discontinuance of accounting principles for certain types of rate-regulated activities;
- the cost of protecting assets against, or damage due to, terrorism or cyber-attacks and other catastrophic events;
- creditworthiness of suppliers, customers and other contractual parties;
- social attitudes regarding the utility industry;
- identification of suitable investment opportunities to enhance shareholder returns and achieve long-term financial objectives through business acquisitions and divestitures;
- increased pension and healthcare costs;
- costs and other effects of legal and administrative proceedings, settlements, investigations, claims and matters, including, but not limited to, those described in the reports we file with the Securities and Exchange Commission (“SEC”); and
- other risk factors listed from time to time in the reports we file with the SEC.

In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in or incorporated by reference in this prospectus will in fact transpire. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These risks and uncertainties are discussed in more detail under “Business,” “Risk Factors,” “Management's Discussion and Analysis of Financial Condition and Results of Operations” and “Notes to Consolidated Financial Statements” in our most recent Annual Report on Form 10-K and in our Quarterly Reports on Form 10-Q and other documents on file with the SEC. You may obtain copies of these documents as described under “Where You Can Find More Information.” We may also describe additional risk factors in the applicable prospectus supplement.

OKLAHOMA GAS AND ELECTRIC COMPANY

We generate, transmit, distribute and sell electric energy in Oklahoma and western Arkansas. We are subject to regulation by the Oklahoma Corporation Commission, the Arkansas Public Service Commission and the Federal Energy Regulatory Commission. We are a wholly-owned subsidiary of OGE Energy Corp. (“OGE Energy”), which is an energy and energy services provider offering physical delivery and related services for both electricity and natural gas primarily in the south central United States. We are the largest electric utility in Oklahoma and our franchised service territory includes Fort Smith, Arkansas and the surrounding communities. We sold our retail natural gas business in 1928 and are no longer engaged in the natural gas distribution business.

We own and operate an interconnected electric generation, transmission and distribution system, located in Oklahoma and western Arkansas, which included 10 generating stations with an aggregate capability of approximately 6,304 megawatts at December 31, 2017. We furnish retail electric service in 267 communities and their contiguous rural and suburban areas. Our service area covers approximately 30,000 square miles in Oklahoma and western Arkansas, including Oklahoma City, the largest city in Oklahoma, and Fort Smith, Arkansas, the second largest city in that state. Of the 267 communities that we serve, 241 are located in Oklahoma and 26 in Arkansas. We derived approximately 91 percent of our total electric operating revenues for the year ended December 31, 2017 from sales in Oklahoma and the remainder from sales in Arkansas.

We were incorporated in 1902 under the laws of the Oklahoma Territory and became a wholly-owned subsidiary of OGE Energy Corp. on December 31, 1996. Our principal executive offices are located at 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma 73101-0321; telephone (405) 553-3000. OGE Energy's web site address is www.ogeenergy.com. OGE Energy's web site address is provided for informational purposes only. No information contained in, or that can be accessed through, the web site is to be considered part of this prospectus.

RISK FACTORS

An investment in our Debt Securities involves risk. Prior to making a decision about investing in our Debt Securities, you should carefully consider any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K under the heading “Risk Factors” and other filings we make from time to time with the SEC. Such factors could affect actual results and cause results to differ materially from those expressed or implied in any forward-looking statements made by us or on our behalf. Additional risks and uncertainties not currently known to us or that we currently view as immaterial may also affect our business operations.

USE OF PROCEEDS

Unless we indicate otherwise in any applicable prospectus supplement or other offering materials, we intend to add the net proceeds from the sale of the Debt Securities to our general funds and to use those proceeds for general corporate purposes, including to fund capital expenditures, to repay short-term debt and to refund long-term debt at maturity or otherwise. The specific use of the proceeds of a particular offering of Debt Securities will be described in the applicable prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

(unaudited)

	Three Months Ended March 31,		Year Ended December 31,			
	2018	2017	2016	2015	2014	2013
Ratio of Earnings to Fixed Charges	1.74	3.71	3.64	3.40	3.73	3.96

Due to normal seasonal fluctuations within our business and other factors, our operating results for the three months ended March 31, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018 or for any future period.

For purposes of computing our ratio of earnings to fixed charges, (i) earnings consist of pre-tax income plus fixed charges, less allowance for borrowed funds used during construction and (ii) fixed charges consist of interest on long-term debt, related amortization, interest on short-term borrowings and a calculated portion of rents considered to be interest.

Assuming that our variable interest rate debt continues at interest rates in effect on March 31, 2018, the annual interest requirement on our long-term debt outstanding at March 31, 2018, was approximately \$155.7 million.

DESCRIPTION OF DEBT SECURITIES

The description below contains summaries of selected provisions of the indenture, including the supplemental indenture, under which our Debt Securities will be issued. These summaries are not complete. The indenture and the form of supplemental indenture applicable to our Debt Securities have been filed as exhibits to the registration statement of which this prospectus is a part. You should read the indenture and the supplemental indenture for provisions that may be important to you. In the summaries below, we have included references to section numbers of the indenture so that you can easily locate these provisions.

We are not required to issue future issues of indebtedness under the indenture described in this prospectus. We are free to use other indentures or documentation, containing provisions different from those described in this prospectus, in connection with future issues of other indebtedness not under this registration statement. At March 31, 2018, there were 13 series of senior debt securities, aggregating \$2.885 billion in principal amount, outstanding under the Indenture (as defined below).

Our Debt Securities will be represented either by global securities registered in the name of The Depository Trust Company (“DTC”), as depository (“Depository”), or its nominee, or by securities in certificated form issued to the registered owners, as described in the applicable prospectus supplement. See “Book-Entry System” in this prospectus.

General

We may issue our Debt Securities as notes or debentures or other unsecured evidences of indebtedness (collectively referred to as the “Debt Securities”) in one or more new series under an indenture dated as of October 1, 1995 between us and

BOKF, NA, as successor trustee (the “Trustee”). This indenture, as previously supplemented by supplemental indentures and as to be supplemented by a new supplemental indenture for each series of Debt Securities, is referred to in this prospectus as the “Indenture.”

The Debt Securities will be unsecured obligations and will rank on a parity with our other existing and future unsecured and unsubordinated indebtedness, including other senior debt securities previously issued under the Indenture and senior debt securities that may be issued under the Indenture subsequent to the issuance of the Debt Securities. We sometimes refer in this prospectus to debt securities issued under the Indenture, whether previously issued or to be issued in the future, including the Debt Securities, as the “Notes.” The amount of Notes that we may issue under the Indenture is not limited.

The Debt Securities may be issued in one or more series, may be issued at various times, may have differing maturity dates and may bear interest at differing rates. The prospectus supplement applicable to each issue of Debt Securities will specify:

- the title, aggregate principal amount and offering price of that series of Debt Securities;
- the interest rate or rates, or method of calculation of the rate or rates, on that series, and the date from which the interest will accrue;
- the dates on which interest will be payable;
- the record dates for payments of interest;
- the date on which the Debt Securities of that series will mature;
- any redemption terms;
- the period or periods within which, the price or prices at which and the terms and conditions upon which the Debt Securities of that series may be repaid, in whole or in part, at the option of the holder thereof; and
- other specific terms applicable to the Debt Securities of that series.

Any special U.S. Federal income tax considerations applicable to Debt Securities sold at an original issue discount and any special U.S. Federal income tax or other considerations applicable to any Debt Securities that are denominated in a currency other than U.S. dollars will be described in the prospectus supplement relating to that series of Debt Securities.

Unless we indicate otherwise in the applicable prospectus supplement, the Debt Securities will be denominated in U.S. dollars in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

Unless we indicate otherwise in the applicable prospectus supplement, there will be no provisions in the Indenture or the Debt Securities that require us to redeem, or permit the holders to cause a redemption or repurchase of, the Debt Securities or that otherwise protect the holders in the event that we incur substantial additional indebtedness, whether or not in connection with a change in control of our company. However, any change in control transaction that involves the incurrence of substantial additional long-term indebtedness by us could require approval of state utility regulatory authorities and, possibly, of federal utility regulatory authorities.

Registration, Transfer And Exchange

Debt Securities of any series may be exchanged for other Debt Securities of the same series of any authorized denominations and of a like aggregate principal amount, stated maturity and original issue date. (Section 2.06 of the Indenture.)

Unless we indicate otherwise in the applicable prospectus supplement, Debt Securities may be presented for registration of transfer (duly endorsed or accompanied by a duly executed written instrument of transfer), at the office of the Trustee maintained for that purpose and referred to in the applicable prospectus supplement, without service charge and upon payment of any taxes and other governmental charges as described in the Indenture. Any transfer or exchange will be effected upon the Trustee's satisfaction with the documents of title and indemnity of the person making the request. (Sections 2.06 and 2.07 of the Indenture.)

The Trustee will not be required to exchange or register a transfer of any Debt Securities of a series that is selected, called or being called for redemption except, in the case of any Debt Security to be redeemed in part, the portion thereof not to be so redeemed. (Section 2.06 of the Indenture.) See “Book-Entry System” in this prospectus.

Payment and Paying Agents

Principal, interest and premium, if any, on Debt Securities issued in the form of global securities will be paid in the manner described below under the heading “Book-Entry System.” Unless we indicate otherwise in the applicable prospectus supplement, interest on Debt Securities that are in the form of certificated securities will be paid by check mailed to the holder at that holder's address as it appears in the register for the Debt Securities maintained by the Trustee; however, a holder of \$10,000,000 or more

of Notes having the same interest payment dates will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Trustee on or prior to the applicable record date. (Section 2.12 of the Indenture.) Unless we indicate otherwise in the applicable prospectus supplement, the principal, interest at maturity and premium, if any, on Debt Securities in the form of certificated securities will be payable in immediately available funds at the office of the Trustee upon presentation of the Debt Securities. (Section 2.12 of the Indenture.)

All monies paid by us to a paying agent for the payment of principal, interest or premium on any Debt Securities that remain unclaimed at the end of two years after that principal, interest or premium has become due and payable will be repaid to us, and the holders of those Debt Securities may thereafter look only to us for payment of that principal, interest or premium. (Section 5.04 of the Indenture.)

Events of Default

The following are events of default under the Indenture:

- default in the payment of principal and premium, if any, on any Note issued under the Indenture when due and payable and continuance of that default for a period of five days;
- default in the payment of interest on any Note issued under the Indenture when due and continuance of that default for 30 days;
- default in the performance or breach of any of our other covenants or warranties in the Indenture and the continuation of that default or breach for 90 days after written notice to us as provided in the Indenture; and
- specified events of bankruptcy, insolvency or reorganization of our company. (Section 8.01 of the Indenture.)

Acceleration of Maturity. If an event of default occurs and is continuing, either the Trustee or the holders of a majority in principal amount of the outstanding Notes may declare the principal amount of all Notes to be due and payable immediately. At any time after an acceleration of the Notes has been declared, but before a judgment or decree of the immediate payment of the principal amount of the Notes has been obtained, if we pay or deposit with the Trustee a sum sufficient to pay all matured installments of interest and the principal and any premium which has become due otherwise than by acceleration and all defaults have been cured or waived, then that payment or deposit will cause an automatic rescission and annulment of the acceleration of the Notes. (Section 8.01 of the Indenture.)

Indemnification of Trustee. The Trustee generally will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders unless the holders have offered reasonable security to the Trustee. (Section 9.02 of the Indenture.)

Right to Direct Proceedings. The holders of a majority in principal amount of the outstanding Notes generally will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred on the Trustee, relating to the Notes. The holders of a majority in principal amount of the outstanding Notes generally will be able to waive any past default or event of default except a default in the payment of principal, premium or interest on the Notes. (Section 8.07 of the Indenture.) Each holder has the right to institute a proceeding relating to the Indenture, but this right is subject to conditions precedent specified in the Indenture. (Section 8.04 of the Indenture.)

Notice of Default. The Trustee is required to give the holders notice of the occurrence of a default within 90 days of the default, unless the default is cured or waived. Except in the case of a payment default on the Notes, however, the Trustee may withhold notice if it determines in good faith that it is in the interest of holders to do so. (Section 8.08 of the Indenture.) We are required to deliver to the Trustee each year a certificate as to whether or not we are in compliance with the conditions and covenants under the Indenture. (Section 6.06 of the Indenture.)

Modification

Unless we indicate otherwise in the applicable prospectus supplement, we and the Trustee may modify and amend the Indenture and the Debt Securities from time to time. Depending upon the type of amendment, we may not need the consent or approval of any of the holders of the Notes, or we may need either the consent or approval of the holders of a majority in principal amount of the outstanding Notes or the consent or approval of each holder affected by the proposed amendment.

We will not need the consent of the holders for the following types of amendments:

- adding to our covenants for the benefit of the holders or surrendering a right given to us in the Indenture;
- adding security for the Notes; or

- making various other modifications, generally of a ministerial or immaterial nature. (Section 13.01 of the Indenture.)

We will need the consent of the holders of each outstanding Note affected by a proposed amendment if the amendment would cause any of the following to occur:

- a change in the maturity date or redemption date of any Note;
- a reduction in the interest rate or extension of the time of payment of interest;
- a reduction in the principal amount of any Note, the interest or premium payable on any Note, or the amount of principal that could be declared due and payable prior to the stated maturity;
- a change in the currency of any payment of principal, premium or interest on any Note;
- an impairment of the right of a holder to institute suit for the enforcement of any payment relating to any Note;
- a reduction in the percentage of outstanding Notes necessary to consent to the modification or amendment of the Indenture; or
- a modification of these requirements or a reduction to less than a majority of the percentage of outstanding Notes necessary to waive any past default. (Section 13.02 of the Indenture.)

Amendments other than those described in the above two paragraphs will require the approval of a majority in principal amount of the outstanding Notes.

Defeasance and Discharge

We may be discharged from all obligations relating to the Notes and the Indenture (except for specified obligations such as obligations to register the transfer or exchange of Notes, replace stolen, lost or mutilated Notes and maintain paying agencies) if we irrevocably deposit with the Trustee, in trust for the benefit of holders of Notes, money or U.S. government obligations, or any combination thereof, sufficient to make all payments of principal, premium and interest on the Notes on the dates those payments are due. To discharge those obligations, we must deliver to the Trustee an opinion of counsel that the holders of the Notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of the defeasance or discharge of the Indenture. If we discharge our obligations as described above, the holders of Notes must look only to the funds deposited with the Trustee, and not us, for payments on the Notes. (Section 5.01 of the Indenture.)

Consolidation, Merger and Sale of Assets; No Financial Covenants

We will not merge into any other corporation or sell or otherwise transfer all or substantially all our assets unless the successor or transferee corporation assumes by supplemental indenture our obligations to pay the principal, interest and any premium on all the Notes and our obligation to perform every covenant in the Indenture that we are supposed to perform or observe. Upon any merger, sale or transfer of all or substantially all of our assets, the successor or transferee corporation will succeed to, and be substituted for, and may exercise all of our rights and powers under the Indenture with the same effect as if the successor corporation had been named as us in the Indenture, and we will be released from all obligations under the Indenture. The Indenture defines all or substantially all of our assets as being 50 percent or more of our total assets as shown on our balance sheet at the end of the prior year and specifically permits any sale, transfer or conveyance during a calendar year of less than 50 percent of our total assets without the consent of the holders of the Notes. (Sections 12.01 and 12.02 of the Indenture.)

Unless we indicate otherwise in the applicable prospectus supplement, the Indenture will not contain any financial or other similar restrictive covenants.

No Limitations on Liens or Sale and Leaseback Transactions

At March 31, 2018, we had 13 other series of our Notes issued under the Indenture outstanding in the aggregate principal amount of \$2.885 billion. Although subject to earlier redemption at our option, the outstanding Notes mature between September 1, 2018 and August 15, 2047. Certain of these series of our Notes have provisions that limit (subject to certain exceptions) our ability to issue secured debt unless, at the time the secured debt is issued, we also equally secure such outstanding Notes. As a result, if in the future we were to issue secured debt, the outstanding series of Notes that contain this provision would also become secured. Unless otherwise specified in the applicable prospectus supplement, the Debt Securities offered hereby will not contain this provision. Therefore, the Debt Securities offered hereby would be effectively subordinated to the secured debt. There is no limit on the amount of debt that we may issue and, in the future, we may issue debt that includes provisions similar to those applicable to our other outstanding Notes.

In addition, although certain other series of our other Notes also have provisions that limit our ability to enter into sale and lease-back transactions, unless otherwise specified in the applicable prospectus supplement, the Debt Securities offered hereby will not contain this provision.

Resignation or Removal of Trustee

The Trustee may resign at any time by notifying us in writing and specifying the day that the resignation is to take effect. The resignation will not take effect, however, until a successor trustee has been appointed. (Section 9.10 of the Indenture.)

The holders of a majority in principal amount of the outstanding Notes may remove the Trustee at any time. In addition, so long as no event of default or event which, with the giving of notice or lapse of time or both, would become an event of default has occurred and is continuing, we may remove the Trustee upon (1) notice to the Trustee and the holder of each Note outstanding under the Indenture and (2) appointment of a successor Trustee. (Section 9.10 of the Indenture.)

Concerning the Trustee

BOKE, NA is the Trustee under the Indenture. We and our affiliates maintain banking relationships with the Trustee in the ordinary course of business. The Trustee also acts as trustee for some of our other securities and may act as the trustee for securities of our affiliates.

BOOK-ENTRY SYSTEM

Unless we indicate otherwise in the applicable prospectus supplement, The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Debt Securities. The Debt Securities will be issued as fully-registered securities registered in the name of Cede & Co., DTC’s partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each issue of Debt Securities, each in the aggregate principal amount of any such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of any such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Debt Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Debt Securities on DTC’s records. The ownership interest of each actual purchaser of each Debt Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Debt Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Debt Securities, except in the event that use of the book-entry system for the Debt Securities is discontinued.

To facilitate subsequent transfers, all Debt Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Debt Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do

not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Debt Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Debt Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Debt Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Debt Securities, such as redemptions, tenders, defaults, and proposed amendments to the Debt Security documents. For example, Beneficial Owners of Debt Securities may wish to ascertain that the nominee holding the Debt Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Debt Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Debt Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Debt Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and interest payments on the Debt Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from us or our agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, our agent or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of us or our agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Debt Securities at any time by giving reasonable notice to us or our agent. Under such circumstances, in the event that a successor depository is not obtained, Debt Security certificates are required to be printed and delivered.

We may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Debt Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but neither we nor any underwriter takes any responsibility for the accuracy thereof.

PLAN OF DISTRIBUTION

We may sell the Debt Securities offered by this prospectus through underwriters, through dealers, through agents, directly to other purchasers or through a combination of these methods, as described in the prospectus supplement relating to an offering of Debt Securities. The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

The applicable prospectus supplement will contain specific information relating to the terms of the offering, including:

- the name or names of any underwriters or agents;
- the purchase price of the Debt Securities;
- our net proceeds from the sale of the Debt Securities;
- any underwriting discounts and other items constituting underwriters' compensation; and

- the initial public offering price and any discounts, concessions or commissions allowed or re-allowed or paid to dealers.

By Underwriters

If underwriters are used in the sale, the Debt Securities will be acquired by the underwriters for their own account. Underwriters may offer the Debt Securities directly or through underwriting syndicates represented by one or more managing underwriters. The underwriters may resell the Debt Securities in one or more transactions, including negotiated transactions, at a fixed public offering price, which may be changed, or at varying prices determined at the time of sale. The obligations of the underwriters to purchase the Debt Securities will be subject to certain conditions. The initial public offering price and any discounts or concessions allowed or re-allowed or paid to dealers may be changed from time to time.

By Dealers

If dealers are used in the sale, unless otherwise specified in the applicable prospectus supplement, we will sell the Debt Securities to the dealers as principals. The dealers may then resell the Debt Securities to the public at varying prices to be determined by the dealers at the time of resale. The applicable prospectus supplement will contain more information about the dealers, including the names of the dealers and the terms of our agreement with them.

By Agents and Direct Sales

We may sell the Debt Securities directly to the public, without the use of underwriters, dealers or agents. We may also sell the Debt Securities through agents we designate from time to time. The applicable prospectus supplement will contain more information about the agents, including the names of the agents and any commission we agree to pay the agents.

General Information

Underwriters, dealers and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or commissions received by them from us and any profit on the resale of Debt Securities by them may be deemed to be underwriting discounts and commissions under the Securities Act of 1933. Any person who may be deemed to be an underwriter will be identified, and any compensation received from us will be described, in the prospectus supplement.

Under agreements into which we may enter in connection with the sale of Debt Securities, underwriters, dealers and agents who participate in the distribution of Debt Securities may be entitled to indemnification by us against specified liabilities, including liabilities under the Securities Act of 1933.

Agents, dealers and underwriters may be customers of, engage in transactions with, or perform services for us or our affiliates in the ordinary course of business.

LEGAL OPINIONS

Unless otherwise indicated in the applicable prospectus supplement, legal opinions relating to the Debt Securities and certain other matters will be rendered by our counsel, Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, and Jones Day, Chicago, Illinois. Unless otherwise indicated in the applicable prospectus supplement, Williams, Box, Forshee & Bullard, P.C. will pass on matters pertaining to local laws and as to these matters other counsel will rely on their opinions.

Unless otherwise indicated in the applicable prospectus supplement, certain legal matters will be passed upon for any underwriters, dealers or agents named in a prospectus supplement by Chapman and Cutler LLP, Chicago, Illinois.

EXPERTS

The financial statements of Oklahoma Gas and Electric Company, appearing in Oklahoma Gas and Electric Company's Current Report on Form 8-K dated May 17, 2018, for the year ended December 31, 2017 (including the schedule appearing therein) and the effectiveness of Oklahoma Gas and Electric Company's internal control over financial reporting as of December 31, 2017, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such financial statements and schedule are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room.

The SEC allows us to "incorporate by reference" in this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede the information contained in or incorporated by reference in this prospectus. We incorporate by reference the following documents:

- Our Annual Report on Form 10-K for the year ended December 31, 2017;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2018; and
- Our Current Reports on Form 8-K filed with the SEC on March 14, 2018 and May 17, 2018.

We also incorporate by reference all future filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or after the date of this prospectus until we sell all of the Debt Securities referred to herein.

We are not required to, and do not expect to, provide annual reports to holders of our debt securities unless specifically requested by a holder.

You may request a copy of these filings at no cost, by writing or telephoning us at the following address:

Corporate Secretary
Oklahoma Gas and Electric Company
321 N. Harvey, P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
(405) 553-3000

PART II:

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Set forth below is an estimate of the approximate amount of our fees and expenses (other than underwriting discounts and commissions) in connection with the issuance of the securities to be offered hereby:

	<u>Amount to Be Paid</u>
Registration fee under the Securities Act of 1933	\$ (1)(2)
Fees of rating agencies	(2)
Printing and engraving	(2)
Accounting services	(2)
Legal fees of company counsel	(2)
Listing fees of New York Stock Exchange	(2)
Trustee's charges	(2)
Expenses and counsel fees for qualification or registration of the securities offered hereby under state securities laws	(2)
Miscellaneous, including traveling, telephone, copying, shipping, and other out-of-pocket expenses	(2)
Total	<u>\$ (2)</u>

(1) In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, the registrants are deferring payment of the registration fee.

(2) These fees are based on the securities offered and the number of issuances and, accordingly, cannot be estimated at this time.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

OGE Energy Corp.

Section 1031 of the Oklahoma General Corporation Act provides that OGE Energy Corp. may, and in some circumstances must, indemnify its directors and officers against liabilities and expenses incurred by them as a result of serving in that capacity, subject to some limitations and conditions set forth in the statute. Substantially similar provisions that require indemnification are contained in OGE Energy Corp.'s Restated Certificate of Incorporation, which is filed as Exhibit 3.01 to OGE Energy Corp.'s Form 10-Q for the quarter ended June 30, 2013, and is incorporated herein by this reference. OGE Energy Corp.'s Restated Certificate of Incorporation also contains provisions limiting the liability of OGE Energy Corp.'s officers and directors in some instances. OGE Energy Corp. has an insurance policy covering its directors and officers against specified personal liability, which may include liabilities under the Securities Act of 1933. The forms of Underwriting Agreement filed as Exhibits 1.01 and 1.02 include provisions requiring the underwriters to indemnify OGE Energy Corp.'s directors and officers in some circumstances.

Oklahoma Gas and Electric Company

Section 1031 of the Oklahoma General Corporation Act provides that Oklahoma Gas and Electric Company ("OG&E") may, and in some circumstances must, indemnify its directors and officers against liabilities and expenses incurred by them as a result of serving in that capacity, subject to some limitations and conditions set forth in the statute. Substantially similar provisions that require indemnification are contained in OG&E's Restated Certificate of Incorporation, which is filed as Exhibit 3.01 to OG&E's Form 8-K filed May 19, 2011, and is incorporated herein by this reference. OG&E's Restated Certificate of Incorporation also contains provisions limiting the liability of OG&E's directors and officers in some instances. OG&E has an insurance policy covering its directors and officers against specified personal liability, which may include liabilities under the Securities Act of 1933. The form of Underwriting Agreement filed as Exhibit 1.03 includes provisions requiring the underwriters to indemnify OG&E's directors and officers in some circumstances.

ITEM 16. EXHIBITS.

- [1.01 Form of Underwriting Agreement for common stock of OGE Energy Corp. \(Filed as Exhibit 1.01 to OGE Energy's Registration Statement No. 333-213005 and incorporated by reference herein.\)](#)
- [1.02 Form of Underwriting Agreement for debt securities of OGE Energy Corp. \(Filed as Exhibit 1.02 to OGE Energy's Registration Statement No. 333-213005 and incorporated by reference herein.\)](#)
- [1.03 Form of Underwriting Agreement for debt securities of Oklahoma Gas and Electric Company. \(Filed as Exhibit 1.03 to OGE Energy's Registration Statement No. 333-213005 and incorporated by reference herein.\)](#)
- [3.01 Copy of Restated OGE Energy Corp. Certificate of Incorporation. \(Filed as Exhibit 3.01 to OGE Energy's Form 10-Q for the quarter ended June 30, 2013 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [3.02 Copy of Amended OGE Energy Corp. By-laws dated February 22, 2017. \(Filed as Exhibit 3.01 to OGE Energy's Form 8-K filed February 23, 2017 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [3.03 Copy of Restated Oklahoma Gas and Electric Company Certificate of Incorporation. \(Filed as Exhibit 3.01 to OG&E's Form 8-K filed May 19, 2011 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [3.04 Copy of Amended Oklahoma Gas and Electric Company By-laws dated November 30, 2015. \(Filed as Exhibit 3.02 to OGE Energy's Form 8-K filed November 30, 2015 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [4.01 Indenture dated as of November 1, 2004 between OGE Energy Corp. and UMB Bank, N.A., as trustee. \(Filed as Exhibit 4.01 to OGE Energy's Form 8-K filed November 12, 2004 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [4.02 Supplemental Indenture No. 1 dated as of November 9, 2004, being a supplemental instrument to Exhibit 4.01 hereto. \(Filed as Exhibit 4.02 to OGE Energy's Form 8-K filed November 12, 2004 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [4.03 Supplemental Indenture No. 2 dated as of November 24, 2014 between OGE Energy and UMB Bank, N.A., as trustee, creating the Senior Notes, being a supplemental instrument to Exhibit 4.01 hereto. \(Filed as Exhibit 4.01 to OGE Energy's Form 8-K filed November 24, 2014 \(File No. 1-12579\) and incorporated by reference herein.\)](#)
- [4.04 Supplemental Indenture No. 3, dated as of April 26, 2018, being a supplemental instrument to Exhibit 4.01 hereto.](#)
- [4.05 Trust Indenture dated October 1, 1995, from Oklahoma Gas and Electric Company to Boatmen's First National Bank of Oklahoma, Trustee. \(Filed as Exhibit 4.29 to OG&E's Registration Statement No. 33-61821 and incorporated by reference herein.\)](#)
- [4.06 Supplemental Indenture No. 2, dated as of July 1, 1997, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed July 17, 1997 \(File No. 33-1532\) and incorporated by reference herein.\)](#)
- [4.07 Supplemental Indenture No. 3, dated as of April 1, 1998, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed April 16, 1998 \(File No. 33-1532\) and incorporated by reference herein.\)](#)
- [4.08 Supplemental Indenture No. 5, dated as of October 24, 2001, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.06 to OG&E's Registration Statement No. 333-104615 and incorporated by reference herein.\)](#)
- [4.09 Supplemental Indenture No. 6, dated as of August 1, 2004, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.02 to OG&E's Form 8-K filed August 6, 2004 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.10 Supplemental Indenture No. 7, dated as of January 1, 2006, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.02 to OG&E's Form 8-K filed January 6, 2006 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.11 Supplemental Indenture No. 8, dated as of January 15, 2008, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed January 31, 2008 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.12 Supplemental Indenture No. 9, dated as of September 1, 2008, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed September 9, 2008 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.13 Supplemental Indenture No. 10, dated as of December 1, 2008, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed December 11, 2008 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.14 Supplemental Indenture No. 11, dated as of June 1, 2010, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed June 8, 2010 \(File No. 1-1097\) and incorporated by reference herein.\)](#)
- [4.15 Supplemental Indenture No. 12, dated as of May 15, 2011, being a supplemental instrument to Exhibit 4.05 hereto. \(Filed as Exhibit 4.01 to OG&E's Form 8-K filed May 27, 2011 \(File No. 1-1097\) and incorporated by reference herein.\)](#)

4.16	Supplemental Indenture No. 13, dated as of May 1, 2013, being a supplemental instrument to Exhibit 4.05 hereto. (Filed as Exhibit 4.01 to OG&E's Form 8-K filed May 13, 2013 (File No. 1-1097) and incorporated by reference herein.)
4.17	Supplemental Indenture No. 14, dated as of March 15, 2014, being a supplemental instrument to Exhibit 4.05 hereto. (Filed as Exhibit 4.01 to OG&E's Form 8-K filed March 25, 2014 (File No. 1-1097) and incorporated by reference herein.)
4.18	Supplemental Indenture No. 15, dated as of December 1, 2014, being a supplemental instrument to Exhibit 4.05 hereto. (Filed as Exhibit 4.01 to OG&E's Form 8-K filed December 11, 2014 (File No. 1-1097) and incorporated by reference herein.)
4.19	Supplemental Indenture No. 16, dated as of March 15, 2017, being a supplemental instrument to Exhibit 4.05 hereto. (Filed as Exhibit 4.01 to OG&E's Form 8-K filed March 31, 2017 (File No. 1-1097) and incorporated by reference herein.)
4.20	Supplemental Indenture No. 17, dated as of August 1, 2017, being a supplemental instrument to Exhibit 4.05 hereto. (Filed as Exhibit 4.01 to OG&E's Form 8-K filed August 11, 2017 (File No. 1-1097) and incorporated by reference herein.)
4.21	Supplemental Indenture No. 18, dated as of April 26, 2018, being a supplemental instrument to Exhibit 4.05 hereto.
4.22	Form of Supplemental Indenture for each series of debt securities of OGE Energy Corp., being a supplemental instrument to Exhibit 4.01 hereto.
4.23	Form of Supplemental Indenture for each series of debt securities of Oklahoma Gas and Electric Company, being a supplemental instrument to Exhibit 4.05 hereto.
5.01	Opinion of counsel to OGE Energy Corp. as to the legality of the Securities.
5.02	Opinion of counsel to Oklahoma Gas and Electric Company as to the legality of the Debt Securities.
12.01	Statement of computation of ratio of earnings to fixed charges of OGE Energy Corp.
12.02	Statement of computation of ratio of earnings to fixed charges of Oklahoma Gas and Electric Company.
23.01	Independent auditors' consent for OGE Energy Corp.
23.02	Independent auditors' consent for Oklahoma Gas and Electric Company.
23.03	Consent of Deloitte & Touche LLP for the Financial Statements of Enable Midstream Partners, LP.
23.04	Legal counsel's consent for OGE Energy Corp. (Included in Exhibit 5.01 hereto.)
23.05	Legal counsel's consent for Oklahoma Gas and Electric Company. (Included in Exhibit 5.02 hereto.)
24.01	Power of attorney of certain officers and directors of OGE Energy Corp.
24.02	Power of attorney of certain officers and directors of Oklahoma Gas and Electric Company.
25.01	Form T-1 Statement of Eligibility of BOKF, NA, to act as Trustee under the Indenture of OGE Energy Corp.
25.02	Form T-1 Statement of Eligibility of BOKF, NA, to act as Trustee under the Indenture of Oklahoma Gas and Electric Company.

ITEM 17. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided however, That:

(a) Paragraphs (1)(i) and (1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; and

(b) Paragraphs (1)(i), (1)(ii) and (1)(iii) of this section do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B:

(a) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(b) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

OGE ENERGY CORP.

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City and State of Oklahoma on the 18th day of May, 2018.

OGE ENERGY CORP.

By /s/ Stephen E. Merrill

Stephen E. Merrill
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
_____ /s/ Sean Trauschke		
Sean Trauschke	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	May 18, 2018
_____ /s/ Stephen E. Merrill		
Stephen E. Merrill	Chief Financial Officer (Principal Financial Officer)	May 18, 2018
_____ /s/ Sarah R. Stafford		
Sarah R. Stafford	Controller and Chief Accounting Officer (Principal Accounting Officer)	May 18, 2018
_____ *		
Frank A. Bozich	Director	May 18, 2018
_____ *		
James H. Brandi	Director	May 18, 2018
_____ *		
Peter D. Clarke	Director	May 18, 2018
_____ *		
Luke R. Corbett	Director	May 18, 2018
_____ *		
David L. Hauser	Director	May 18, 2018
_____ *		
Robert O. Lorenz	Director	May 18, 2018
_____ *		
Judy R. McReynolds	Director	May 18, 2018
_____ *		
J. Michael Sanner	Director	May 18, 2018
_____ *		
Sheila G. Talton	Director	May 18, 2018
_____ *By: /s/ Sean Trauschke		
(Attorney-in-Fact)		May 18, 2018

OKLAHOMA GAS AND ELECTRIC COMPANY

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City and State of Oklahoma on the 18th day of May, 2018.

OKLAHOMA GAS AND ELECTRIC COMPANY

By /s/ Stephen E. Merrill
 Stephen E. Merrill
 Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Sean Trauschke</u> Sean Trauschke	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	May 18, 2018
<u>/s/ Stephen E. Merrill</u> Stephen E. Merrill	Chief Financial Officer (Principal Financial Officer)	May 18, 2018
<u>/s/ Sarah R. Stafford</u> Sarah R. Stafford	Controller and Chief Accounting Officer (Principal Accounting Officer)	May 18, 2018
* <u>Frank A. Bozich</u> *	Director	May 18, 2018
* <u>James H. Brandi</u> *	Director	May 18, 2018
* <u>Peter D. Clarke</u> *	Director	May 18, 2018
* <u>Luke R. Corbett</u> *	Director	May 18, 2018
* <u>David L. Hauser</u> *	Director	May 18, 2018
* <u>Robert O. Lorenz</u> *	Director	May 18, 2018
* <u>Judy R. McReynolds</u> *	Director	May 18, 2018
* <u>J. Michael Sanner</u> *	Director	May 18, 2018
* <u>Sheila G. Talton</u> *	Director	May 18, 2018
<u>*By: /s/ Sean Trauschke</u> (Attorney-in-Fact)		May 18, 2018

SUPPLEMENTAL INDENTURE NO. 3

AMONG

OGE ENERGY CORP.

AND

UMB BANK, N.A.,
as resigning trustee

AND

BOKE, NA,
as successor trustee

DATED AS OF
APRIL 26, 2018

SUPPLEMENTAL TO INDENTURE
DATED AS OF NOVEMBER 1, 2004

SUPPLEMENTAL INDENTURE No. 3, made as of the 26th day of April, 2018, among OGE ENERGY CORP., a corporation duly organized and existing under the laws of the State of Oklahoma (the "Company"), UMB BANK, N.A., a national banking association duly organized and existing under the laws of the United States, as resigning trustee, registrar and paying agent (the "Resigning Trustee"), and BOKF, NA, a national banking association duly organized and existing under the laws of the United States, as successor trustee, registrar and paying agent (the "Successor Trustee"):

WITNESSETH:

WHEREAS, the Company and the Resigning Trustee are parties to an Indenture, made as of November 1, 2004, as amended and supplemented through and including Supplemental Indenture No. 2 dated as of November 24, 2014 (as so amended and supplemented, the "Indenture");

WHEREAS, pursuant to Section 8.10 of the Indenture, the Resigning Trustee may at any time resign and be discharged of the trusts created by the Indenture by giving written notice to the Company specifying the day upon which such resignation shall take effect, and such resignation shall take effect upon the earlier of the appointment of a successor trustee, registrar and paying agent and such day;

WHEREAS, the Resigning Trustee has given written notice to the Company of its desire to resign as trustee, registrar and paying agent and be discharged of the trusts created by the Indenture effective as of April 26, 2018;

WHEREAS, the Company desires to appoint the Successor Trustee as Trustee, registrar and paying agent under the Indenture;

WHEREAS, the Successor Trustee desires to accept such appointment and is eligible to serve as Trustee under Article 8 of the Indenture;

WHEREAS, Section 12.01 of the Indenture provides that the Company and the Trustee may enter into indentures supplemental thereto for the purpose, among others, of specifying further the duties and responsibilities of the trustee;

WHEREAS, the execution and delivery of this Supplemental Indenture No. 3 have been duly authorized by resolutions adopted by the Board of Directors of the Company;

WHEREAS, the Resigning Trustee has duly determined to execute this Supplemental Indenture No. 3 and to be bound, insofar as it may lawfully do so, by the provisions hereof;

WHEREAS, the Successor Trustee has duly determined to execute this Supplemental Indenture No. 3 and to be bound, insofar as it may lawfully do so, by the provisions hereof;

NOW, THEREFORE, THIS INDENTURE

WITNESSETH:

In consideration of the premises, the Company does hereby agree and covenant with the Resigning Trustee and the Successor Trustee, for the benefit of the Holders from time to time of Notes issued under the Indenture, as follows:

ARTICLE ONE DEFINITIONS

Section 1.01. This Supplemental Indenture No. 3 constitutes an integral part of the Indenture.

Section 1.02. For all purposes of this Supplemental Indenture No. 3:

- (a) Capitalized terms used herein without definition shall have the meanings specified in the Indenture;
- (b) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture No. 3; and
- (c) The terms "hereof," "herein," "hereby," "hereto," "hereunder" and "herewith" refer to this Supplemental Indenture No. 3.

**ARTICLE TWO
RESIGNATION OF RESIGNING TRUSTEE;
APPOINTMENT OF SUCCESSOR TRUSTEE**

Section 2.01. The Resigning Trustee does hereby resign as Trustee, registrar and paying agent under the Indenture from the trusts thereby created.

Section 2.02. The Successor Trustee hereby accepts its appointment as successor Trustee, registrar and paying agent under the Indenture. The Successor Trustee assumes all duties and responsibilities of the Trustee, registrar and paying agent under the Indenture, and the Successor Trustee succeeds to, and may exercise, every right and power of the Trustee, registrar and paying agent under the Indenture, in each case with the same effect as if the Successor Trustee had been named as the Trustee, registrar and paying agent therein.

Section 2.03. Concurrently with the execution and delivery of this Supplemental Indenture No. 3, (a) the Resigning Trustee shall provide to the Successor Trustee all moneys held in trust under the Indenture, (b) the Company, the Resigning Trustee and the Successor Trustee shall execute and deliver the Agreement of Transfer, Certification and Indemnity, dated April 26, 2018, among the Company, the Resigning Trustee and the Successor Trustee, and (c) the Resigning Trustee shall execute and deliver the Certificate and Agreement to Safekeep and Deliver Documents, dated April 26, 2018, from the Resigning Trustee to the Successor Trustee.

Section 2.04. The Successor Trustee represents and warrants that it is eligible to serve as Trustee, registrar and paying agent under Section 8.09 of the Indenture and qualified to serve as Trustee, registrar and paying agent under Section 8.08 of the Indenture.

**ARTICLE THREE
AMENDMENTS**

Section 3.01. From and after the date of this Supplemental Indenture No. 3, all references to the "Trustee" in the Indenture are hereby deemed to be references to BOKF, NA and any successor thereto.

Section 3.02. On and after the date of this Supplemental Indenture No. 3, each reference in the Indenture to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture, shall mean and be a reference to the Indenture as amended hereby.

**ARTICLE FOUR
MISCELLANEOUS**

Section 4.01. The recitals of fact herein shall be taken as statements of fact of the Company and shall not be construed as made by the Resigning Trustee or the Successor Trustee, except (a) the recital that the Resigning Trustee has duly determined to execute this Supplemental Indenture No. 3 and to be bound, insofar as it may lawfully do so, by the provisions hereof shall be taken as a statement of fact of the Resigning Trustee and (b) the recitals that (1) the Successor Trustee desires to accept the appointment of Trustee, registrar and paying agent and is eligible to serve as Trustee, registrar and paying agent under Article 8 of the Indenture and (2) the Successor Trustee has duly determined to execute this Supplemental Indenture No. 3 and to be bound, insofar as it may lawfully do so, by the provisions hereof shall be taken as statements of fact of the Successor Trustee.

Section 4.02. This Supplemental Indenture No. 3 shall be construed in connection with and as a part of the Indenture.

Section 4.03.

- (a) If any provision of this Supplemental Indenture No. 3 limits, qualifies, or conflicts with another provision of the Indenture required to be included in indentures qualified under the Trust Indenture Act of 1939 (as enacted prior to the date of this Supplemental Indenture No. 3) by any of the provisions of Sections 310 to 317, inclusive, of said Act, such required provisions shall control.
- (b) In case any one or more of the provisions contained in this Supplemental Indenture No. 3 should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or in the Indenture shall not in any way be affected, impaired, prejudiced or disturbed thereby.

Section 4.04. Wherever in this Supplemental Indenture No. 3 any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Supplemental Indenture No. 3 contained by or on behalf of the Company, by or on behalf of the Resigning Trustee or by or on behalf of the Successor Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 4.05.

- (a) This Supplemental Indenture No. 3 may be simultaneously executed in several counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.
- (b) The Table of Contents and the descriptive headings of the several Articles of this Supplemental Indenture were formulated, used and inserted in this Supplemental Indenture for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 4.06. This Supplemental Indenture No. 3 shall be deemed to be a contract made under the laws of the State of Oklahoma, and for all purposes shall be construed in accordance with the laws of said State.

IN WITNESS WHEREOF, OGE ENERGY CORP. has caused this Supplemental Indenture No. 3 to be signed by its Treasurer, and attested by its Secretary or an Assistant Secretary, UMB BANK, N.A. has caused this Supplemental Indenture No. 3 to be signed by its Vice President, and attested by its Secretary or Assistant Secretary, and BOKF, NA has caused this Supplemental Indenture No. 3 to be signed by its Vice President, and attested by its Secretary or Assistant Secretary, as of the date first written above.

OGE ENERGY CORP.

By: /s/ Charles B. Walworth
Name: Charles B. Walworth
Title: Treasurer

ATTEST:

/s/ Patricia D. Horn
Name: Patricia Horn
Title: Vice President – Governance and Corporate Secretary

UMB BANK, N.A.,
as Resigning Trustee

By: /s/ Anthony P. Hawkins
Name: Anthony P. Hawkins
Title: Vice President

ATTEST:

/s/ Tremaine B. Duarte
Name: Tremaine B. Duarte
Title: Assistant Secretary

BOKF, NA,
as Successor Trustee

By: /s/ Rachel Redd-Singleton
Name: Rachel Redd-Singleton
Title: Vice President

ATTEST:

/s/ Brenda Batchelor
Name: Brenda Batchelor
Title: Vice President

SUPPLEMENTAL INDENTURE NO. 18

AMONG

OKLAHOMA GAS AND ELECTRIC COMPANY

AND

UMB BANK, N.A.,
as resigning trustee

AND

BOKE, NA,
as successor trustee

DATED AS OF
APRIL 26, 2018

SUPPLEMENTAL TO INDENTURE
DATED AS OF OCTOBER 1, 1995

SUPPLEMENTAL INDENTURE No. 18, made as of the 26th day of April, 2018, among OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of Oklahoma (the "Company"), UMB BANK, N.A., a national banking association duly organized and existing under the laws of the United States, as resigning trustee, registrar and paying agent (the "Resigning Trustee"), and BOKF, NA, a national banking association duly organized and existing under the laws of the United States, as successor trustee, registrar and paying agent (the "Successor Trustee"):

WITNESSETH:

WHEREAS, the Company and the Resigning Trustee are parties to an Indenture, made as of October 1, 1995, as amended and supplemented through and including Supplemental Indenture No. 17 dated as of August 1, 2017 (as so amended and supplemented, the "Indenture");

WHEREAS, pursuant to Section 9.10 of the Indenture, the Resigning Trustee may at any time resign and be discharged of the trusts created by the Indenture by giving written notice to the Company specifying the day upon which such resignation shall take effect, and such resignation shall take effect upon the earlier of the appointment of a successor trustee, registrar and paying agent and such day;

WHEREAS, the Resigning Trustee has given written notice to the Company of its desire to resign as trustee, registrar and paying agent and be discharged of the trusts created by the Indenture effective as of April 26, 2018;

WHEREAS, the Company desires to appoint the Successor Trustee as Trustee, registrar and paying agent under the Indenture;

WHEREAS, the Successor Trustee desires to accept such appointment and is eligible to serve as Trustee under Article 9 of the Indenture;

WHEREAS, Section 13.01 of the Indenture provides that the Company and the Trustee may enter into indentures supplemental thereto for the purpose, among others, of specifying further the duties and responsibilities of the trustee;

WHEREAS, the execution and delivery of this Supplemental Indenture No. 18 have been duly authorized by resolutions adopted by the Board of Directors of the Company;

WHEREAS, the Resigning Trustee has duly determined to execute this Supplemental Indenture No. 18 and to be bound, insofar as it may lawfully do so, by the provisions hereof;

WHEREAS, the Successor Trustee has duly determined to execute this Supplemental Indenture No. 18 and to be bound, insofar as it may lawfully do so, by the provisions hereof;

NOW, THEREFORE, THIS INDENTURE

WITNESSETH:

In consideration of the premises, the Company does hereby agree and covenant with the Resigning Trustee and the Successor Trustee, for the benefit of the Holders from time to time of Notes issued under the Indenture, as follows:

ARTICLE ONE DEFINITIONS

Section 1.01. This Supplemental Indenture No. 18 constitutes an integral part of the Indenture.

Section 1.02. For all purposes of this Supplemental Indenture No. 18:

- (a) Capitalized terms used herein without definition shall have the meanings specified in the Indenture;
- (b) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture No. 18; and
- (c) The terms "hereof," "herein," "hereby," "hereto," "hereunder" and "herewith" refer to this Supplemental Indenture No. 18.

**ARTICLE TWO
RESIGNATION OF RESIGNING TRUSTEE;
APPOINTMENT OF SUCCESSOR TRUSTEE**

Section 2.01. The Resigning Trustee does hereby resign as Trustee, registrar and paying agent under the Indenture from the trusts thereby created.

Section 2.02. The Successor Trustee hereby accepts its appointment as successor Trustee, registrar and paying agent under the Indenture. The Successor Trustee assumes all duties and responsibilities of the Trustee, registrar and paying agent under the Indenture, and the Successor Trustee succeeds to, and may exercise, every right and power of the Trustee, registrar and paying agent under the Indenture, in each case with the same effect as if the Successor Trustee had been named as the Trustee, registrar and paying agent therein.

Section 2.03. Concurrently with the execution and delivery of this Supplemental Indenture No. 18, (a) the Resigning Trustee shall provide to the Successor Trustee all moneys held in trust under the Indenture, (b) the Company, the Resigning Trustee and the Successor Trustee shall execute and deliver the Agreement of Transfer, Certification and Indemnity, dated April 26, 2018, among the Company, the Resigning Trustee and the Successor Trustee, and (c) the Resigning Trustee shall execute and deliver the Certificate and Agreement to Safekeep and Deliver Documents, dated April 26, 2018, from the Resigning Trustee to the Successor Trustee.

Section 2.04. The Successor Trustee represents and warrants that it is eligible to serve as Trustee, registrar and paying agent under Section 9.09 of the Indenture and qualified to serve as Trustee, registrar and paying agent under Section 9.08 of the Indenture.

**ARTICLE THREE
AMENDMENTS**

Section 3.01. From and after the date of this Supplemental Indenture No. 18, all references to the "Trustee" in the Indenture are hereby deemed to be references to BOKF, NA and any successor thereto.

Section 3.02. On and after the date of this Supplemental Indenture No. 18, each reference in the Indenture to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture, shall mean and be a reference to the Indenture as amended hereby.

**ARTICLE FOUR
MISCELLANEOUS**

Section 4.01. The recitals of fact herein shall be taken as statements of fact of the Company and shall not be construed as made by the Resigning Trustee or the Successor Trustee, except (a) the recital that the Resigning Trustee has duly determined to execute this Supplemental Indenture No. 18 and to be bound, insofar as it may lawfully do so, by the provisions hereof shall be taken as a statement of fact of the Resigning Trustee and (b) the recitals that (1) the Successor Trustee desires to accept the appointment of Trustee, registrar and paying agent and is eligible to serve as Trustee, registrar and paying agent under Article 9 of the Indenture and (2) the Successor Trustee has duly determined to execute this Supplemental Indenture No. 18 and to be bound, insofar as it may lawfully do so, by the provisions hereof shall be taken as statements of fact of the Successor Trustee.

Section 4.02. This Supplemental Indenture No. 18 shall be construed in connection with and as a part of the Indenture.

Section 4.03.

- (a) If any provision of this Supplemental Indenture No. 18 limits, qualifies, or conflicts with another provision of the Indenture required to be included in indentures qualified under the Trust Indenture Act of 1939 (as enacted prior to the date of this Supplemental Indenture No. 18) by any of the provisions of Sections 310 to 317, inclusive, of said Act, such required provisions shall control.
- (b) In case any one or more of the provisions contained in this Supplemental Indenture No. 18 should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or in the Indenture shall not in any way be affected, impaired, prejudiced or disturbed thereby.

Section 4.04. Wherever in this Supplemental Indenture No. 18 any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Supplemental Indenture No. 18 contained by or on behalf of the Company, by or on behalf of the Resigning Trustee or by or on behalf of the Successor Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 4.05.

- (a) This Supplemental Indenture No. 18 may be simultaneously executed in several counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.
- (b) The Table of Contents and the descriptive headings of the several Articles of this Supplemental Indenture were formulated, used and inserted in this Supplemental Indenture for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 4.06. This Supplemental Indenture No. 18 shall be deemed to be a contract made under the laws of the State of Oklahoma, and for all purposes shall be construed in accordance with the laws of said State.

IN WITNESS WHEREOF, OKLAHOMA GAS AND ELECTRIC COMPANY has caused this Supplemental Indenture No. 18 to be signed by its Treasurer, and attested by its Secretary or an Assistant Secretary, UMB BANK, N.A. has caused this Supplemental Indenture No. 18 to be signed by its Vice President, and attested by its Secretary or Assistant Secretary, and BOKF, NA has caused this Supplemental Indenture No. 18 to be signed by its Vice President, and attested by its Secretary or Assistant Secretary, as of the date first written above.

OKLAHOMA GAS AND ELECTRIC COMPANY

By: /s/ Charles B. Walworth
Name: Charles B. Walworth
Title: Treasurer

ATTEST:

/s/ Patricia D. Horn
Name: Patricia Horn
Title: Vice President – Governance and Corporate Secretary

UMB BANK, N.A.,
as Resigning Trustee

By: /s/ Anthony P. Hawkins
Name: Anthony P. Hawkins
Title: Vice President

ATTEST:

/s/ Tremaine B. Duarte
Name: Tremaine B. Duarte
Title: Assistant Secretary

BOKF, NA,
as Successor Trustee

By: /s/ Rachel Redd-Singleton
Name: Rachel Redd-Singleton
Title: Vice President

ATTEST:

/s/ Brenda Batchelor
Name: Brenda Batchelor
Title: Vice President

FORM OF

SUPPLEMENTAL INDENTURE NO. _____

FROM

OGE ENERGY CORP.

TO

BOKE, NA

TRUSTEE

DATED AS OF

SUPPLEMENTAL TO INDENTURE
DATED AS OF NOVEMBER 1, 2004

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SUPPLEMENTAL INDENTURE No. ____, made as of the ____ day of _____, _____ by and between OGE ENERGY CORP., a corporation duly organized and existing under the laws of the State of Oklahoma (the “Company”), and BOKF, NA, a national banking association duly organized and existing under the laws of the United States, as successor trustee, registrar and paying agent (the “Trustee”):

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered its Indenture (hereinafter referred to as the “Indenture”), made as of November 1, 2004; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 1, dated as of November 4, 2004, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “5.00% Senior Notes, Series due November 15, 2014”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 2, dated as of November 24, 2014, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “Floating Rate Senior Notes, Series due November 24, 2017”; and

WHEREAS, the Company, the Trustee, and UMB Bank, N.A., a national banking association duly organized and existing under the laws of the United States, as predecessor trustee, registrar and paying agent (the “Prior Trustee”) have heretofore executed and delivered Supplemental Indenture No. 3, dated as of April 26, 2018, providing for the resignation of the Prior Trustee and the acceptance, by the Trustee, of its appointment as trustee, registrar and paying agent and the assumption of all duties and responsibilities of the trustee, registrar and paying agent under the Indenture;

WHEREAS, Section 2.05 of the Indenture provides that debt securities shall be issued in series and that a Company Order shall specify the terms of each series; and

WHEREAS, the Prior Trustee was formerly the trustee under the Indenture and BOKF, NA has succeeded the Prior Trustee as Trustee pursuant to Section 8.10 of the Indenture; and

WHEREAS, the Company has this day delivered a Company Order setting forth the terms of a series of debt securities designated “_____” (hereinafter sometimes referred to as the “Securities”); and

WHEREAS, Section 12.01 of the Indenture provides that the Company and the Trustee may enter into indentures supplemental thereto for the purposes, among others, of establishing the form of debt securities or establishing or reflecting any terms of any debt security and adding to the covenants of the Company; and

WHEREAS, the execution and delivery of this Supplemental Indenture No. __ (herein, “this Supplemental Indenture”) have been duly authorized by a resolution adopted by the Board of Directors of the Company;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to set forth the terms and conditions upon which the Securities are, and are to be, authenticated, issued and delivered, and in consideration of the premises of the purchase and acceptance of the Securities by the Holders thereof and the sum of one dollar duly paid to it by the Trustee at the execution of this Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective Holders from time to time of the Securities, as follows:

ARTICLE ONE
RELATION TO INDENTURE; DEFINITIONS

Section 1.01 Integral Part of Indenture. This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02 Definitions; References to Articles and Sections; Terms referring to this Supplemental Indenture. For all purposes of this Supplemental Indenture:

- (a) Capitalized terms used herein without definition shall have the meanings specified in the Indenture;
- (b) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and
- (c) The terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and “herewith” refer to this Supplemental Indenture.

ARTICLE TWO
SECURITIES

Section 2.01 Designation and Principal Amount. There shall be a series of debt securities designated the “_____” (the “Securities”). The Securities shall be limited to \$_____ aggregate principal amount, except as provided in Section 2.08 hereof.

Section 2.02 Stated Maturity Date. Except as otherwise provided in Section 2.05 hereof, the principal amount of the Securities shall be payable on the stated maturity date of _____.

Section 2.03 Interest Payment Dates. The Securities shall be dated their date of authentication as provided in the Indenture and shall bear interest from their date at the rate of _____% per annum payable semi-annually on _____ and _____ of each year, commencing _____. The Regular Record Dates with respect to such _____ and _____ interest payment dates shall be _____ and _____, respectively. Principal and interest shall be payable to the persons and in the manner provided in Sections 2.04 and 2.12 of the Indenture.

Section 2.04 Office for Payment. The Securities shall be payable at the corporate trust office of the Trustee and at the offices of such paying agents as the Company may appoint by Company Order in the future.

Section 2.05 Redemption Provisions. [Insert Redemption Terms]

The Securities shall not be subject to any sinking fund.

Section 2.06 [Repayment of Securities]. The Securities will be repayable on _____, at the option of the holders thereof, at 100% of their principal amount, together with accrued and unpaid interest to _____. In order for a Security to be repaid, the Company must receive at the corporate trust office of the Trustee during the period from and including _____ to and including the close of business on _____ (or if _____ is not a Business Day, the next succeeding Business Day): (i) a Security with the form entitled “Option to Elect Repayment” on the Security duly completed, or (ii) a telegram, telex, facsimile transmission or letter from a member of a national securities exchange or the National Association of Securities Dealers, Inc. or a commercial bank or a trust company in the United States of America setting forth the name of the Holder of the Security, the principal amount of the Security, the principal amount of the Security to be repaid, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Security to be repaid (with the form entitled “Option to Elect Repayment” on the Security duly completed) will be received at the Trustee’s corporate trust office, no later than five Business Days after the date of such telegram, telex, facsimile transmission or letter and such Security and form duly completed are received at the Trustee’s office, by such fifth Business Day. Effective exercise of the repayment option by the holder

of any Security shall be irrevocable. No transfer or exchange of any Security (or, in the event that any Security is to be repaid in part, such portion of the Security to be repaid) will be permitted after exercise of the repayment option. The repayment option may be exercised by the Holder of a Security for less than the entire principal amount of the Security, provided the principal amount which is to be repaid is set forth on the form entitled "Option to Elect Repayment" on the Security and is equal to \$1,000 or any integral multiple thereof. All questions as to the validity, eligibility (including time of receipt) and acceptance of any Security for repayment will be determined by the Company, whose determination will be final, binding and non-appealable. Upon timely delivery of a Security to the Trustee with the "Option to Elect Repayment" form completed in accordance with the foregoing, the outstanding principal amount of such Security (or portion thereof indicated on the "Option to Elect Repayment") shall become due and payable on _____, at a price equal to ___% of the principal amount to be repaid plus accrued and unpaid interest to _____.]

Section 2.07 Authorized Denominations. The Securities shall be issued in fully registered form without coupons in denominations of \$1,000 and integral multiples thereof.

Section 2.08 Reopening of Series. The Securities may be reopened and additional notes of the Securities may be issued in excess of the limitation set forth in Section 2.01 hereof, provided that such additional notes will contain the same terms (except for the public offering price, issue date and, if applicable, the initial interest payment date) as the other Securities. Any such additional Securities, together with the other Securities, shall constitute a single series for purposes of the Indenture.

Section 2.09 Form of Security. The Securities shall initially be in the form attached as Exhibit A hereto.

ARTICLE THREE MISCELLANEOUS

Section 3.01 Recitals of fact, except as stated, are statements of the Company. The recitals of fact herein and in the Securities (except the Trustee's Certificate) shall be taken as statements of the Company and shall not be construed as made by the Trustee.

Section 3.02 Supplemental Indenture to be construed as a part of the Indenture. This Supplemental Indenture shall be construed in connection with and as a part of the Indenture.

Section 3.03 Trust Indenture Act to control; Severability of provisions contained in Supplemental Indenture and Securities.

(a) If any provision of this Supplemental Indenture limits, qualifies, or conflicts with another provision of the Indenture required to be included in indentures qualified under the Trust Indenture Act of 1939 (as enacted prior to the date of this Supplemental Indenture) by any of the provisions of Sections 310 to 317, inclusive, of said Act, such required provisions shall control.

(b) In case any one or more of the provisions contained in this Supplemental Indenture or in the debt securities issued hereunder should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

Section 3.04 References to either party in Supplemental Indenture include successors or assigns. Whenever in this Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 3.05 Provision for execution in counterparts; Table of Contents and descriptive headings of Articles not to affect meaning.

(a) This Supplemental Indenture may be simultaneously executed in several counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

(b) The Table of Contents and the descriptive headings of the several Articles of this Supplemental Indenture were formulated, used and inserted in this Supplemental Indenture for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[Signature page follows]

IN WITNESS WHEREOF, OGE ENERGY CORP. has caused this Supplemental Indenture to be signed by its President or a Vice President, and attested by its Secretary or an Assistant Secretary, and BOKF, NA, as Trustee, has caused this Supplemental Indenture to be signed by its President, a Vice President or an Assistant Vice President, and attested by its Secretary, an Assistant Secretary, a Vice President or an Assistant Vice President, all as of the date first above written.

OGE ENERGY CORP.

By: _____
[Vice] President

ATTEST:

[Assistant Secretary]

BOKF, NA, as Trustee

By: _____
[Assistant] [Vice]
President

ATTEST:

[Assistant Secretary]

FORM OF SECURITY

REGISTERED REGISTERED

THIS SECURITY IS A GLOBAL SECURITY REGISTERED IN THE NAME OF THE DEPOSITARY (REFERRED TO HEREIN) OR A NOMINEE THEREOF AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL SECURITIES REPRESENTED HEREBY, THIS GLOBAL SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS GLOBAL SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

OGE ENERGY CORP.

SECURITY

CUSIP:	NUMBER: R-
ORIGINAL ISSUE DATE(S):	PRINCIPAL AMOUNT(S):
INTEREST RATE: ____ %	MATURITY DATE: _____

OGE ENERGY CORP., a corporation of the State of Oklahoma (the "Company"), for value received hereby promises to pay to _____ or registered assigns, the principal sum of _____ on the Maturity Date set forth above, and to pay interest thereon from the Original Issue Date (or if this Global Security has two or more Original Issue Dates, interest shall, beginning on each such Original Issue Date, begin to accrue for that part of the principal amount to which that Original Issue Date is applicable) set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on _____ and _____ in each year, commencing on _____, at the per annum Interest Rate set forth above, until the principal hereof is paid or made available for payment. No interest shall accrue on the Maturity Date, so long as the principal amount of this Global Security is paid on the Maturity Date. The interest so payable and punctually paid or duly provided for on any such Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security is registered at the close of business on the Regular Record Date for such interest, which shall be the _____ or the _____, as the case may be, next preceding such Interest Payment Date; provided that the first Interest Payment Date for any part of this Security, the Original Issue Date of which is after a Regular Record Date but prior to the applicable Interest Payment Date, shall be the Interest Payment Date following the next succeeding Regular Record Date; and provided that interest payable on the Maturity Date set forth above or, if applicable, upon redemption, repayment or acceleration, shall be payable to the Person to whom principal shall be payable. Except as otherwise provided in the Indenture (as defined below), any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and shall be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Security holders not more than fifteen days or fewer than ten days prior to such Special Record Date. On or before 10:00 a.m., New York City time, or such other time as shall be agreed upon between the Trustee and the Depositary, of the day on which such payment of interest is due on this Global

Security (other than maturity), the Trustee shall pay to the Depository such interest in same day funds. On or before 10:00 a.m., New York City time, or such other time as shall be agreed upon between the Trustee and the Depository, of the day on which principal, interest payable at maturity and premium, if any, is due on this Global Security, the Trustee shall deposit with the Depository the amount equal to the principal, interest payable at maturity and premium, if any, by wire transfer into the account specified by the Depository. As a condition to the payment, on the Maturity Date or upon redemption, repayment or acceleration, of any part of the principal and applicable premium of this Global Security, the Depository shall surrender, or cause to be surrendered, this Global Security to the Trustee, whereupon a new Global Security shall be issued to the Depository.

This Global Security is a global security in respect of a duly authorized issue of _____ (the "Securities of this Series", which term includes any Global Securities representing such Securities) of the Company issued and to be issued under an Indenture dated as of November 1, 2004 between the Company and BOKF, NA, as successor trustee (the "Trustee", which term includes any subsequent successor Trustee under the Indenture) to UMB Bank, N.A., and indentures supplemental thereto (collectively, the "Indenture"). Under the Indenture, one or more series of debt securities may be issued and, as used herein, the term "Securities" refers to the Securities of this Series and any other outstanding series of Securities. Reference is hereby made to the Indenture for a more complete statement of the respective rights, limitations of rights, duties and immunities under the Indenture of the Company, the Trustee and the Security holders and of the terms upon which the Securities are and are to be authenticated and delivered. This Global Security has been issued in respect of the series designated on the first page hereof.

Each Security of this Series shall be dated and issued as of the date of its authentication by the Trustee and shall bear an Original Issue Date or Dates. Each Security or Global Security issued upon transfer, exchange or substitution of such Security or Global Security shall bear the Original Issue Date or Dates of such transferred, exchanged or substituted Security or Global Security, as the case may be.

[Insert Redemption Terms]

[The Securities of this Series will be repayable on _____, at the option of the Holders thereof, at 100% of their principal amount, together with accrued and unpaid interest to _____. In order for this Global Security to be repaid, the Company must receive at the corporate trust office of the Trustee during the period from and including _____ to and including the close of business on _____ (or if _____ is not a Business Day, the next succeeding Business Day): (i) this Global Security with the form entitled "Option to Elect Repayment" on this Global Security duly completed, or (ii) a telegram, telex, facsimile transmission or letter from a member of a national securities exchange or the National Association of Securities Dealers, Inc. or a commercial bank or a trust company in the United States of America setting forth the name of the Holder of this Global Security, the principal amount of this Global Security, the principal amount of this Global Security to be repaid, a statement that the option to elect repayment is being exercised thereby and a guarantee that this Global Security (with the form entitled "Option to Elect Repayment" on this Global Security duly completed) will be received at the Trustee's corporate trust office, no later than five Business Days after the date of such telegram, telex, facsimile transmission or letter and this Global Security and form duly completed are received at the Trustee's office, by such fifth Business Day. Effective exercise of the repayment option by the Holder of any Security of this Series shall be irrevocable. No transfer or exchange of any Security of this Series (or, in the event that any Security of this Series is to be repaid in part, such portion of the Security of this Series to be repaid) will be permitted after exercise of the repayment option. The repayment option may be exercised by the Holder of a Security of this Series for less than the entire principal amount of the Security of this Series, provided the principal amount which is to be repaid is set forth on the form entitled "Option to Elect Repayment" on the Security of this Series and is equal to \$1,000 or any integral multiple thereof. All questions as to the validity, eligibility (including time of receipt) and acceptance of any Security of this Series for repayment will be determined by the Company, whose determination will be final, binding and non-appealable. Upon timely delivery of a Security of this Series to the Trustee with the "Option to Elect Repayment" form completed in accordance with the foregoing, the outstanding principal amount of such Security of this Series (or portion thereof indicated in the "Option to Elect Repayment") shall become due and payable on _____, at a price equal to ___% of the principal amount to be repaid plus accrued and unpaid interest to _____.]

Interest payments for this Global Security shall be computed and paid on the basis of a 360-day year of twelve 30-day months. If any Interest Payment Date or date on which the principal of this Global Security is required to be paid is not a Business Day, then payment of principal, premium or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date or date on which the principal of this Global Security is required to be paid and, in the case of timely payment thereof, no interest shall accrue for the period from and after such Interest Payment Date or the date on which the principal of this Global Security is required to be paid.

The Company, at its option, and subject to the terms and conditions provided in the Indenture, will be discharged from any and all obligations in respect of the Securities (except for certain obligations including obligations to register the transfer or exchange of Securities, replace stolen, lost or mutilated Securities, maintain paying agencies and hold monies for payment in trust, all as set forth in the Indenture) if the Company deposits with the Trustee money, U.S. Government Obligations which through the payment of interest thereon and principal thereof in accordance with their terms will provide money, or a combination of money and U.S. Government Obligations, in any event in an amount sufficient, without reinvestment, to pay all the principal of and any premium and interest on the Securities on the dates such payments are due in accordance with the terms of the Securities.

If an Event of Default shall occur and be continuing, the principal of the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modifications of the rights and obligations of the Company and the rights of the Security holders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the outstanding Securities. Any such consent or waiver by the Holder of this Global Security shall be conclusive and binding upon such Holder and upon all future Holders of this Global Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu thereof whether or not notation of such consent or waiver is made upon the Security.

As set forth in and subject to the provisions of the Indenture, no Holder of any Securities will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to such Securities, the Holders of not less than a majority in principal amount of the outstanding Securities affected by such Event of Default shall have made written request and offered reasonable indemnity to the Trustee to institute such proceeding as Trustee and the Trustee shall have failed to institute such proceeding within 60 days; provided that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of and any premium or interest on this Security on or after the respective due dates expressed here.

No reference herein to the Indenture and to provisions of this Global Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Global Security at the times, places and rates and the coin or currency prescribed in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Global Security may be transferred only as permitted by the legend hereto.

If at any time the Depositary for this Global Security notifies the Company that it is unwilling or unable to continue as Depositary for this Global Security or if at any time the Depositary for this Global Security shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Company shall appoint a successor Depositary with respect to this Global Security. If a successor Depositary for this Global Security is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company's election to issue this Security in global form shall no longer be effective with respect to this Global Security and the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of individual Securities of this Series in exchange for this Global Security, will authenticate and deliver individual Securities of this Series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of this Global Security.

The Company may at any time and in its sole discretion determine that all Securities of this Series (but not less than all) issued or issuable in the form of one or more Global Securities need not be represented by such Global Security or Securities. In such event, the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of individual Securities of this Series in exchange for such Global Security, shall authenticate and deliver, individual Securities of this Series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Security or Securities in exchange for such Global Security or Securities.

Under certain circumstances specified in the Indenture, the Depositary may be required to surrender any two or more Global Securities which have identical terms (but which may have differing Original Issue Dates) to the Trustee, and the Company shall execute and the Trustee shall authenticate and deliver to, or at the direction of, the Depositary a Global Security in principal amount equal to the aggregate principal amount of, and with all terms identical to, the Global Securities surrendered thereto and that shall indicate all Original Issue Dates and the principal amount applicable to each such Original Issue Date.

The Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent by manual signature of an authorized officer, this Global Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

All terms used in this Global Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture unless otherwise indicated herein.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

OGE Energy Corp.

By: _____
[Vice] President

By: _____
[Assistant Secretary]

Dated: _____

TRUSTEE'S CERTIFICATE
OF AUTHENTICATION

This Security is one of the Securities of the series herein designated, described or provided for in the within-mentioned Indenture.

BOKE, NA, as Trustee

By: _____
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations.

UNIF GIFT MIN ACT - _____ Custodian _____
(Minor) (Cust)

TEN COM - as tenants in common

Under Uniform Gifts to Minors

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

State

Additional abbreviations may also be used
though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sell(s)
assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address
including postal zip code of assignee

the within debt security and all rights thereunder, hereby irrevocably
constituting and appointing attorney to transfer said debt security on the books
of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

FORM OF

SUPPLEMENTAL INDENTURE NO. _____

FROM

OKLAHOMA GAS AND ELECTRIC COMPANY

TO

BOKE, NA

TRUSTEE

DATED AS OF

**SUPPLEMENTAL TO INDENTURE
DATED AS OF OCTOBER 1, 1995**

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SUPPLEMENTAL INDENTURE No. _____, made as of the _____ day of _____, _____ by and between OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of Oklahoma (the "Company"), and BOKF, NA, a national banking association duly organized and existing under the laws of the United States, as successor trustee, registrar and paying agent (the "Trustee"):

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered its Indenture (hereinafter referred to as the "Indenture"), made as of October 1, 1995; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 1 dated as of October 16, 1995, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating two series of Notes designated "7.30% Senior Notes, Series due October 15, 2025" and "6.250% Senior Notes, Series due October 15, 2000"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 2 dated as of July 1, 1997, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating two series of Notes designated "6.65% Senior Notes, Series due October 15, 2027" and "6.50% Senior Notes, Series due July 15, 2017"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 3 dated as of April 1, 1998, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "6.5000% Senior Notes, Series due April 15, 2028"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 4 dated as of October 15, 2000, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "7.125% Senior Notes, Series due October 15, 2005"; and

WHEREAS, the Company, UMB Bank, N.A. ("UMB") and The Bank of New York ("BONY") have heretofore executed and delivered Supplemental Indenture No. 5 dated as of October 24, 2001, providing for the resignation of Bony and the acceptance, by UMB, of its appointment as trustee and the assumption of all duties and responsibilities of the trustee under the Indenture; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 6 dated as of August 1, 2004, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "6.50% Senior Notes, Series due August 1, 2034"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 7 dated as of January 1, 2006, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating two series of Notes designated "5.15% Senior Notes, Series due January 15, 2016" and "5.75% Senior Notes, Series due January 15, 2036"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 8 dated as of January 15, 2008, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "6.45% Senior Notes, Series due February 1, 2038"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 9 dated as of September 1, 2008, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "6.350% Senior Notes, Series due September 1, 2018"; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 10 dated as of December 1, 2008, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “8.25% Senior Notes, Series due January 15, 2019”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 11 dated as of June 1, 2010, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “5.85% Senior Notes, Series due June 1, 2040”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 12 dated as of May 15, 2011, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “5.25% Senior Notes, Series due May 15, 2041”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 13 dated as of May 1, 2013, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “3.900% Senior Notes, Series due May 1, 2043”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 14 dated as of March 15, 2014, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “4.55% Senior Notes, Series due March 15, 2044”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 15 dated as of December 1, 2014, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “4.000% Senior Notes, Series due December 15, 2044”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 16 dated as of March 15, 2017, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “4.150% Senior Notes, Series due April 1, 2047”; and

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 17 dated as of August 1, 2017, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated “3.85% Senior Notes, Series due August 15, 2047”; and

WHEREAS, the Company, the Trustee and UMB, as predecessor trustee, registrar and paying agent, have heretofore executed and delivered Supplemental Indenture No. 18, dated as of April 26, 2018, providing for the resignation of UMB and the acceptance, by the Trustee, of its appointment as trustee, registrar and paying agent and the assumption of all duties and responsibilities of the trustee, registrar and paying agent under the Indenture; and

WHEREAS, Section 2.05 of the Indenture provides that Notes shall be issued in series and that a Company Order shall specify the terms of each series; and

WHEREAS, Boatmen’s First National Bank of Oklahoma was formerly the trustee under the Indenture and NationsBank, N.A. succeeded Boatmen’s First National Bank of Oklahoma as trustee pursuant to Section 9.13 of the Indenture, BONY subsequently succeeded Boatmen’s First National Bank of Oklahoma as trustee pursuant to Section 9.13 of the Indenture, UMB subsequently succeeded BONY as trustee pursuant to Section 9.11 of the Indenture, and BOKF, NA has subsequently succeeded UMB as Trustee pursuant to Section 9.11 of the Indenture; and

WHEREAS, the Company has this day delivered a Company Order setting forth the terms of a series of Notes designated “_____% Senior Notes, Series due _____, _____ (hereinafter sometimes referred to as the “Senior Notes due _____”); and

WHEREAS, Section 13.01 of the Indenture provides that the Company and the Trustee may enter into indentures supplemental thereto for the purposes, among others, of establishing the form of Notes or establishing or reflecting any terms of any Note and adding to the covenants of the Company; and

WHEREAS, the execution and delivery of this Supplemental Indenture No. _____ (herein, “this Supplemental Indenture”) have been duly authorized by a resolution adopted by the Board of Directors of the Company;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to set forth the terms and conditions upon which the Senior Notes due _____ are, and are to be, authenticated, issued and delivered, and in consideration of the premises of the purchase and acceptance of the Senior Notes due _____ by the Holders thereof and the sum of one dollar duly paid to it by the Trustee at the execution of this Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective Holders from time to time of the Senior Notes due _____, as follows:

**ARTICLE ONE.
RELATION TO INDENTURE; DEFINITIONS**

Section 1.01. This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02. For all purposes of this Supplemental Indenture:

(a) Capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and

(c) The terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and “herewith” refer to this Supplemental Indenture.

**ARTICLE TWO.
_____% SENIOR NOTES, SERIES DUE _____**

Section 2.01. There shall be a series of Notes designated the “_____% Senior Notes, Series due _____” (the “Senior Notes due _____”). The Senior Notes due _____ shall be limited to \$_____ aggregate principal amount, except as provided in Section 2.09 hereof.

Section 2.02. Except as otherwise provided in Section 2.05 hereof, the principal amount of the Senior Notes due _____ shall be payable on the stated maturity date of _____.

Section 2.03. The Senior Notes due _____ shall be dated their date of authentication as provided in the Indenture and shall bear interest from their date at the rate of _____% per annum, payable semi-annually on _____ and _____ of each year, commencing _____. The Regular Record Dates with respect to such _____ and _____ interest payment dates shall be _____ and _____, respectively. Principal and interest shall be payable to the persons and in the manner provided in Sections 2.04 and 2.12 of the Indenture.

Section 2.04. The Senior Notes due _____ shall be payable at the corporate trust office of the Trustee and at the offices of such paying agents as the Company may appoint by Company Order in the future.

Section 2.05. [Insert Redemption Terms]

The Senior Notes due _____ shall not be subject to any sinking fund.

Section 2.06. [The Senior Notes due _____ will be repayable on _____, at the option of the holders thereof, at 100% of their principal amount, together with accrued and unpaid interest to _____. In order for a Senior Note due _____ to be repaid, the Company must receive at the corporate trust office of the Trustee during the period from and including _____ to and including the close of business on _____ (or if _____ is not a Business Day, the next succeeding Business Day): (i) a Senior Note due _____ with the form entitled "Option to Elect Repayment" on the Senior Note due _____ duly completed, or (ii) a telegram, telex, facsimile transmission or letter from a participant of the Depository Trust Company in the United States of America setting forth the name of the Holder of the Senior Note due _____, the principal amount of the Senior Note due _____, the principal amount of the Senior Note due _____ to be repaid and a statement that the option to elect repayment is being exercised thereby and that the participant shall deliver such form entitled "Option to Elect Repayment" on the Senior Note due _____ duly completed to the Trustee's corporate trust office, no later than five Business Days after the date of such telegram, telex, facsimile transmission or letter and such Note and form duly completed are received at the Trustee's office, by such fifth Business Day. Effective exercise of the repayment option by the holder of any Senior Note due _____ shall be irrevocable. No transfer or exchange of any Senior Note due _____ (or, in the event that any Senior Note due _____ is to be repaid in part, such portion of the Senior Note due _____ to be repaid) will be permitted after exercise of the repayment option. The repayment option may be exercised by the Holder of a Senior Note due _____ for less than the entire principal amount of the Senior Note due _____, provided the principal amount which is to be repaid is set forth on the form entitled "Option to Elect Repayment" on the Senior Note due _____ and is equal to \$1,000 or any integral multiple thereof. All questions as to the validity, eligibility (including time of receipt) and acceptance of any Senior Note due _____ for repayment will be determined by the Company, whose determination will be final, binding and non-appealable. Upon timely delivery of a Senior Note due _____ to the Trustee with the "Option to Elect Repayment" form completed in accordance with the foregoing, the outstanding principal amount of such Senior Note due _____ (or portion thereof indicated on the "Option to Elect Repayment") shall become due and payable on _____, at a price equal to _____% of the principal amount to be repaid plus accrued and unpaid interest to _____.]

Section 2.07. The Senior Notes due _____ shall be issued in fully registered form without coupons in a minimum denomination of \$1,000 and multiples of \$1,000 in excess thereof.

Section 2.08. The Release Date (as defined in the Indenture) occurred on April 6, 1998. Accordingly, the Senior Notes due _____ shall be issued as unsecured general obligations of the Company. The Senior Notes due _____, and all other Notes issued or to be issued under the Indenture, will not be secured by First Mortgage Bonds of the Company and will not be entitled to the lien of or the benefits provided by the First Mortgage, which has been extinguished.

Section 2.09. The Senior Notes due _____ may be reopened and additional notes of the Senior Notes due _____ may be issued in excess of the limitation set forth in Section 2.01 hereof, provided that such additional notes will contain the same terms (including the maturity date and interest payment terms) as the other Senior Notes due _____, except for the issue date prices to public and, if applicable, the initial interest payment date. Any such additional Senior Notes due _____, together with the other Senior Notes due _____, shall constitute a single series for purposes of the Indenture.

Section 2.10. The Senior Notes due _____ shall initially be in the form attached as Exhibit A hereto.

**ARTICLE THREE.
MISCELLANEOUS**

Section 3.01. The recitals of fact herein and in the Senior Notes due _____ (except the Trustee's Certificate) shall be taken as statements of the Company and shall not be construed as made by the Trustee.

Section 3.02. This Supplemental Indenture shall be construed in connection with and as a part of the Indenture.

Section 3.03.

(a) If any provision of this Supplemental Indenture limits, qualifies, or conflicts with another provision of the Indenture required to be included in indentures qualified under the Trust Indenture Act of 1939 (as enacted prior to the date of this Supplemental Indenture) by any of the provisions of Sections 310 to 317, inclusive, of said Act, such required provisions shall control.

(b) In case any one or more of the provisions contained in this Supplemental Indenture or in the notes issued hereunder should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

Section 3.04. Whenever in this Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

Section 3.05.

(a) This Supplemental Indenture may be simultaneously executed in several counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

(b) The Table of Contents and the descriptive headings of the several Articles of this Supplemental Indenture were formulated, used and inserted in this Supplemental Indenture for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[Signature page follows]

IN WITNESS WHEREOF, OKLAHOMA GAS AND ELECTRIC COMPANY has caused this Supplemental Indenture to be signed by its President or a Vice President, and attested by its Secretary or an Assistant Secretary, and BOKF, NA, as Trustee, has caused this Supplemental Indenture to be signed by its President, a Vice President or an Assistant Vice President, and attested by its Secretary, an Assistant Secretary, a Vice President or an Assistant Vice President, all as of the date first above written.

OKLAHOMA GAS AND ELECTRIC COMPANY

By: _____
[Vice] President

ATTEST:

[Assistant Secretary]

BOKF, NA, as Trustee

By: _____
[Assistant] [Vice] President

ATTEST:

[Assistant Secretary]

**Form of ____% Senior Note, Series
due _____**

REGISTERED

REGISTERED

THIS NOTE IS A GLOBAL NOTE REGISTERED IN THE NAME OF THE DEPOSITARY (REFERRED TO HEREIN) OR A NOMINEE THEREOF AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL NOTES REPRESENTED HEREBY, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

OKLAHOMA GAS AND ELECTRIC COMPANY

____% SENIOR NOTE, SERIES DUE _____

CUSIP:**NUMBER: R-****ORIGINAL ISSUE DATE(S):****PRINCIPAL AMOUNT(S):****INTEREST RATE: ____%****MATURITY DATE: _____**

Oklahoma Gas and Electric Company, a corporation of the State of Oklahoma (the "Company"), for value received hereby promises to pay to Cede & Co. or registered assigns, the principal sum of _____ on the Maturity Date set forth above, and to pay interest thereon from the Original Issue Date (or if this Global Note has two or more Original Issue Dates, interest shall, beginning on each such Original Issue Date, begin to accrue for that part of the principal amount to which that Original Issue Date is applicable) set forth above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on _____ and _____ in each year, commencing on _____, at the per annum Interest Rate set forth above, until the principal hereof is paid or made available for payment. No interest shall accrue on the Maturity Date, so long as the principal amount of this Global Note is paid on the Maturity Date. The interest so payable and punctually paid or duly provided for on any such Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the _____ or the _____, as the case may be, next preceding such Interest Payment Date, provided that the first Interest Payment Date for any part of this Note, the Original Issue Date of which is after a Regular Record Date but prior to the applicable Interest Payment Date, shall be the Interest Payment Date following the next succeeding Regular Record Date; and provided that interest payable on the Maturity Date set forth above or, if applicable, upon redemption, repayment or acceleration, shall be payable to the Person to whom principal shall be payable. Except as otherwise provided in the Indenture (as defined below), any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and shall be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Noteholders not more than fifteen days or fewer than ten days prior to such Special Record

Date. On or before 10:00 a.m., New York City time, or such other time as shall be agreed upon between the Trustee and the Depository, of the day on which such payment of interest is due on this Global Note (other than maturity), the Trustee shall pay to the Depository such interest in same day funds. On or before 10:00 a.m., New York City time, or such other time as shall be agreed upon between the Trustee and the Depository, of the day on which principal, interest payable at maturity and premium, if any, is due on this Global Note, the Trustee shall deposit with the Depository the amount equal to the principal, interest payable at maturity and premium, if any, by wire transfer into the account specified by the Depository. As a condition to the payment, on the Maturity Date or upon redemption, repayment or acceleration, of any part of the principal and applicable premium of this Global Note, the Depository shall surrender, or cause to be surrendered, this Global Note to the Trustee, whereupon a new Global Note shall be issued to the Depository.

This Global Note is a global security in respect of a duly authorized issue of _____% Senior Notes, Series due _____ (the "Notes of this Series," which term includes any Global Notes representing such Notes) of the Company issued and to be issued under an Indenture dated as of October 1, 1995 between the Company and BOKF, NA as successor trustee (the "Trustee," which term includes any subsequent successor Trustee under the Indenture) and indentures supplemental thereto (collectively, the "Indenture"). Under the Indenture, one or more series of notes may be issued and, as used herein, the term "Notes" refers to the Notes of this Series and any other outstanding series of Notes. Reference is hereby made to the Indenture for a more complete statement of the respective rights, limitations of rights, duties and immunities under the Indenture of the Company, the Trustee and the Noteholders and of the terms upon which the Notes are and are to be authenticated and delivered. This Global Note has been issued in respect of the series designated on the first page hereof.

Each Note of this Series shall be dated and issued as of the date of its authentication by the Trustee and shall bear an Original Issue Date or Dates. Each Note or Global Note issued upon transfer, exchange or substitution of such Note or Global Note shall bear the Original Issue Date or Dates of such transferred, exchanged or substituted Note or Global Note, as the case may be.

[Insert Redemption Terms]

[The Notes of this Series will be repayable on _____, at the option of the Holders thereof, at 100% of their principal amount, together with accrued and unpaid interest to _____. In order for this Global Note to be repaid, the Company must receive at the corporate trust office of the Trustee during the period from and including _____ to and including the close of business on _____ (or if _____ is not a Business Day, the next succeeding Business Day): (i) this Global Note with the form entitled "Option to Elect Repayment" on this Global Note duly completed, or (ii) a telegram, telex, facsimile transmission or letter from a participant of the Depository Trust Company in the United States of America setting forth the name of the Holder of this Global Note, the principal amount of this Global Note, the principal amount of this Global Note to be repaid and a statement that the option to elect repayment is being exercised thereby and that the participant shall deliver such form entitled "Option to Elect Repayment" on this Global Note duly completed to the Trustee's corporate trust office, no later than five Business Days after the date of such telegram, telex, facsimile transmission or letter and this Global Note and form duly completed are received at the Trustee's office, by such fifth Business Day. Effective exercise of the repayment option by the Holder of any Note of this Series shall be irrevocable. No transfer or exchange of any Note of this Series (or, in the event that any Note of this Series is to be repaid in part, such portion of the Note of this Series to be repaid) will be permitted after exercise of the repayment option. The repayment option may be exercised by the Holder of a Note of this Series for less than the entire principal amount of the Note of this Series, provided the principal amount which is to be repaid is set forth on the form entitled "Option to Elect Repayment" on the Note of this Series and is equal to \$1,000 or any integral multiple thereof. All questions as to the validity, eligibility (including time of receipt) and acceptance of any Note of this Series for repayment will be determined by the Company, whose determination will be final, binding and non-appealable. Upon timely delivery of a Note of this Series to the Trustee with the "Option to Elect Repayment" form completed in accordance with the foregoing, the outstanding principal amount of such Note of this Series (or portion thereof indicated in the "Option to Elect Repayment") shall become due and payable on _____, at a price equal to _____% of the principal amount to be repaid plus accrued and unpaid interest to _____]

Interest payments for this Global Note shall be computed and paid on the basis of a 360-day year of twelve 30-day months. If any Interest Payment Date or date on which the principal of this Global Note is required to be paid

is not a Business Day, then payment of principal, premium or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date or date on which the principal of this Global Note is required to be paid and, in the case of timely payment thereof, no interest shall accrue for the period from and after such Interest Payment Date or the date on which the principal of this Global Note is required to be paid.

The Company, at its option, and subject to the terms and conditions provided in the Indenture, will be discharged from any and all obligations in respect of the Notes (except for certain obligations including obligations to register the transfer or exchange of Notes, replace stolen, lost or mutilated Notes, maintain paying agencies and hold monies for payment in trust, all as set forth in the Indenture) if the Company deposits with the Trustee money, U.S. Government Obligations which through the payment of interest thereon and principal thereof in accordance with their terms will provide money, or a combination of money and U.S. Government Obligations, in any event in an amount sufficient, without reinvestment, to pay all the principal of and any premium and interest on the Notes on the dates such payments are due in accordance with the terms of the Notes.

If an Event of Default shall occur and be continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modifications of the rights and obligations of the Company and the rights of the Noteholders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the outstanding Notes. Any such consent or waiver by the Holder of this Global Note shall be conclusive and binding upon such Holder and upon all future Holders of this Global Note and of any Note issued upon the registration of transfer hereof or in exchange therefor or in lieu thereof whether or not notation of such consent or waiver is made upon the Note.

As set forth in and subject to the provisions of the Indenture, no Holder of any Notes will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to such Notes, the Holders of not less than a majority in principal amount of the outstanding Notes affected by such Event of Default shall have made written request and offered reasonable indemnity to the Trustee to institute such proceeding as Trustee and the Trustee shall have failed to institute such proceeding within 60 days; provided that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of and any premium or interest on this Note on or after the respective due dates expressed here.

No reference herein to the Indenture and to provisions of this Global Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Global Note at the times, places and rates and the coin or currency prescribed in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Global Note may be transferred only as permitted by the legend hereto.

If at any time the Depositary for this Global Note notifies the Company that it is unwilling or unable to continue as Depositary for this Global Note or if at any time the Depositary for this Global Note shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Company shall appoint a successor Depositary with respect to this Global Note. If a successor Depositary for this Global Note is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company's election to issue this Note in global form shall no longer be effective with respect to this Global Note and the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of individual Notes of this Series in exchange for this Global Note, will authenticate and deliver individual Notes of this Series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of this Global Note.

The Company may at any time and in its sole discretion determine that all Notes of this Series (but not less than all) issued or issuable in the form of one or more Global Notes shall no longer be represented by such Global Note or Notes. In such event, the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of individual Notes of this Series in exchange for such Global Note, shall authenticate and deliver, individual Notes of this Series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Note or Notes in exchange for such Global Note or Notes.

Under certain circumstances specified in the Indenture, the Depositary may be required to surrender any two or more Global Notes which have identical terms (but which may have differing Original Issue Dates) to the Trustee, and the Company shall execute and the Trustee shall authenticate and deliver to, or at the direction of, the Depositary a Global Note in principal amount equal to the aggregate principal amount of, and with all terms identical to, the Global Notes surrendered thereto and that shall indicate all Original Issue Dates and the principal amount applicable to each such Original Issue Date.

The Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent by manual signature of an authorized signatory, this Global Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

All terms used in this Global Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture unless otherwise indicated herein.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

OKLAHOMA GAS AND ELECTRIC COMPANY

By: _____
[Vice] President

By: _____
[Assistant Secretary]

Dated: _____

**TRUSTEE'S CERTIFICATE
OF AUTHENTICATION**

This Note is one of the Notes of the series herein designated, described or provided for in the within-mentioned Indenture.

BOKE, NA, as Trustee

By: _____
Authorized Officer

[OPTION TO ELECT REPAYMENT

The undersigned hereby irrevocably requests and instructs the Company to repay this Senior Note (or portion thereof specified below) on _____ pursuant to its terms at a price equal to the principal amount thereof, together with accrued and unpaid interest to _____, to the undersigned at:

—
—
—

(Please print or type the name and address of the undersigned above)

If less than the entire principal amount of this Senior Note is to be repaid on _____, specify the principal amount thereof which the holder elects to have repaid: _____; and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Senior Notes to be issued to the holder for the portion of this Senior Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid): _____

Dated: _____

(Signature)

NOTICE: The signature of this Option to Elect Repayment must correspond with the name as written upon the face of the within Senior Note in every particular without alteration or enlargement or any change whatever.]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations.

UNIF GIFT MIN ACT - _____ Custodian _____

(Minor) (Cust)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

Under Uniform Gifts to Minors

JT TEN - as joint tenants with right of survivorship and not as tenants in common

State

Additional abbreviations may also be used

though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sell(s)

assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address
including postal zip code of assignee

the within note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said note on the books of the Company, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By: _____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Name:

Title:

[LETTERHEAD OF WILLIAMS, BOX, FORSHEE & BULLARD, P.C.]

May 18, 2018

OGE Energy Corp.
321 N. Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321

Re: Registration Statement on Form S-3 Filed by OGE Energy Corp.

Ladies and Gentlemen:

We have examined the Form S-3 Registration Statement (the "Registration Statement"), of OGE Energy Corp. (the "Company"), to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended (the "Act"), of (1) an indeterminate number of shares of common stock, par value \$0.01 per share (the "Shares") and (2) an indeterminate amount of debt securities (the "Debt Securities" and, collectively with the Shares, the "Securities") to be issued under the Indenture, dated as of November 1, 2004, as heretofore supplemented and amended by supplemental indentures and a new supplemental indenture for each series of Debt Securities, all from the Company to BOKF, NA, as successor trustee (such Indenture, as supplemented and as to be supplemented, is herein referred to as the "Indenture"). The Securities may be offered in separate series, in amounts, at prices and on terms to be set forth in the prospectus and one or more supplements to the prospectus (collectively, the "Prospectus") constituting a part of the Registration Statement, and in the Registration Statement. We have examined all records, instruments and documents which we have deemed necessary for the purposes of this opinion, including the Registration Statement and the corporate action taken and to be taken in connection with the issuance of the Securities (the "Corporate Proceedings"). As part of the Corporate Proceedings, certain terms of the Securities to be issued by the Company from time to time will be approved by the Board of Directors of the Company or a committee thereof.

Based upon the foregoing and upon our general familiarity with the property and affairs of the Company, we are of the opinion that:

1. The Company is a validly organized and legally existing corporation, in good standing under the laws of the State of Oklahoma and is authorized to conduct and operate its business as a public utility holding company in the State of Oklahoma.
2. When, as and if the Shares have been registered and delivered, and the consideration for the Shares duly received by the Company, all in the manner contemplated by the Registration Statement, the Shares will be legally issued, fully paid and nonassessable.
3. When, as and if (a) the supplemental indenture relating to the Debt Securities is duly authorized, executed and delivered, and (b) the Debt Securities are duly authorized, executed, authenticated and delivered, and the consideration for the Debt Securities has been received by the Company, all in the manner contemplated by the Registration Statement, the Debt Securities will be valid and binding obligations of the Company enforceable in accordance with their terms.

The foregoing opinions assume that (a) the indentures and supplemental indentures have been duly authorized, executed and delivered by all parties thereto other than the Company; (b) the Registration Statement shall continue to be effective; and (c) at the time of the delivery of the Securities, the Corporate Proceedings related thereto will not have been modified or rescinded, there will not have occurred any change in the law affecting the authorization, execution, delivery, validity or enforceability of such Securities, none of the particular terms of such Securities will violate any applicable law and neither the issuance and sale thereof nor the compliance by the Company with the terms thereof will result in a violation of any issuance limit in the Corporate Proceedings, any agreement or instrument then binding upon the Company or any order of any court or governmental body having jurisdiction over the Company.

We hereby consent to the filing of this opinion as Exhibit 5.01 to the Registration Statement and to the reference to us with respect to this opinion under the caption "Legal Opinions" in the Prospectus constituting a part of the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Respectfully,

/s/ Richard D. Forshee

Richard D. Forshee of
WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

[LETTERHEAD OF WILLIAMS, BOX, FORSHEE & BULLARD, P.C.]

May 18, 2018

Oklahoma Gas and Electric Company
321 N. Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321

Re: Registration Statement on Form S-3 Filed by Oklahoma Gas and Electric Company

Ladies and Gentlemen:

We have examined the Form S-3 Registration Statement (the "Registration Statement"), of Oklahoma Gas and Electric Company (the "Company"), to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended (the "Act"), of an indeterminate amount of debt securities (the "Debt Securities") to be issued under the Indenture, dated as of October 1, 1995, as heretofore supplemented and amended by supplemental indentures and a new supplemental indenture for each series of Debt Securities, all from the Company to BOKF, NA, as successor trustee (such Indenture, as supplemented and as to be supplemented, is herein referred to as the "Indenture"). The Debt Securities may be offered in separate series, in amounts, at prices and on terms to be set forth in the prospectus and one or more supplements to the prospectus (collectively, the "Prospectus") constituting a part of the Registration Statement, and in the Registration Statement. We have examined all records, instruments and documents which we have deemed necessary for the purposes of this opinion, including the Registration Statement and the corporate action taken and to be taken in connection with the issuance of the Debt Securities (the "Corporate Proceedings"). As part of the Corporate Proceedings, certain terms of the Debt Securities to be issued by the Company from time to time will be approved by the Board of Directors of the Company or a committee thereof.

Based upon the foregoing and upon our general familiarity with the property and affairs of the Company, we are of the opinion that:

1. The Company is a validly organized and legally existing corporation, in good standing under the laws of the State of Oklahoma and is authorized to conduct and operate its business as a public utility in the State of Oklahoma.
2. When, as and if (a) the supplemental indenture relating to the Debt Securities is duly authorized, executed and delivered, and (b) the Debt Securities are duly authorized, executed, authenticated and delivered, and the consideration for the Debt Securities has been received by the Company, all in the manner contemplated by the Registration Statement, the Debt Securities will be valid and binding obligations of the Company enforceable in accordance with their terms.

The foregoing opinions assume that (a) the indentures and supplemental indentures have been duly authorized, executed and delivered by all parties thereto other than the Company; (b) the Registration Statement shall continue to be effective; (c) the Corporation Commission of the State of Oklahoma shall have issued an order authorizing and approving the issuance and sale of the Debt Securities; and (d) at the time of the delivery of the Debt Securities, the Corporate Proceedings related thereto will not have been modified or rescinded, there will not have occurred any change in the law affecting the authorization, execution, delivery, validity or enforceability of such Debt Securities, none of the particular terms of such Debt Securities will violate any applicable law and neither the issuance and sale thereof nor the compliance by the Company with the terms thereof will result in a violation of any issuance limit in the Corporate Proceedings, any agreement or instrument then binding upon the Company or any order of any court or governmental body having jurisdiction over the Company.

We hereby consent to the filing of this opinion as Exhibit 5.02 to the Registration Statement and to the reference to us with respect to this opinion under the caption "Legal Opinions" in the Prospectus constituting a part of the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Respectfully,

/s/ Richard D. Forshee

Richard D. Forshee of
WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

OGE Energy Corp.
Ratio of Earnings to Fixed Charges

<i>(In millions)</i>	Three Months Ended March 31,		Year Ended December 31,			
	2018	2017	2016	2015	2014	2013
Earnings:						
Pre-tax income	\$ 31.2	\$ 438.5	\$ 384.5	\$ 353.2	\$ 396.0	\$ 422.2
Add: Fixed charges	42.9	164.0	152.0	156.3	153.9	157.2
Distributions received from equity method investment	35.3	141.2	141.2	139.3	143.7	51.7
Subtotal	109.4	743.7	677.7	648.8	693.6	631.1
Subtract:						
Allowance for borrowed funds used during construction	3.7	18.0	7.5	4.2	2.4	3.4
Other capitalized interest	—	—	—	—	—	2.0
Total earnings	105.7	725.7	670.2	644.6	691.2	625.7
Fixed Charges:						
Interest on long-term debt	39.6	153.6	143.2	147.8	144.6	147.6
Interest on short-term debt and other interest charges	2.7	8.2	6.4	5.4	6.2	5.3
Calculated interest on leased property	0.6	2.2	2.4	3.1	3.1	4.3
Total fixed charges	\$ 42.9	\$ 164.0	\$ 152.0	\$ 156.3	\$ 153.9	\$ 157.2
Ratio of Earnings to Fixed Charges	2.46	4.42	4.41	4.12	4.49	3.98

Oklahoma Gas and Electric Company
Ratio of Earnings to Fixed Charges

<i>(In millions)</i>	Three Months Ended March 31,		Year Ended December 31,			
	2018	2017	2016	2015	2014	2013
Earnings:						
Pre-tax income	\$ 34.3	\$ 447.3	\$ 398.5	\$ 373.7	\$ 403.6	\$ 406.1
Add: Fixed charges	41.5	158.6	147.9	153.9	146.9	136.0
Subtotal	75.8	605.9	546.4	527.6	550.5	542.1
Subtract:						
Allowance for borrowed funds used during construction	3.7	18.0	7.5	4.2	2.4	3.4
Total earnings	72.1	587.9	538.9	523.4	548.1	538.7
Fixed Charges:						
Interest on long-term debt	39.6	151.9	141.7	146.8	139.7	130.6
Interest on short-term debt and other interest charges	1.4	4.5	3.9	4.1	4.2	2.1
Calculated interest on leased property	0.5	2.2	2.3	3.0	3.0	3.3
Total fixed charges	\$ 41.5	\$ 158.6	\$ 147.9	\$ 153.9	\$ 146.9	\$ 136.0
Ratio of Earnings to Fixed Charges	1.74	3.71	3.64	3.40	3.73	3.96

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of OGE Energy Corp. for the registration of debt and equity securities and to the incorporation by reference therein of our reports dated February 21, 2018, except as it relates to the changes due to the application of Accounting Standards Update 2017-07 described in Note 2, as to which the date is May 17, 2018, with respect to the consolidated financial statements and schedule of OGE Energy Corp., and our report dated February 21, 2018, with respect to the effectiveness of internal control over financial reporting of OGE Energy Corp., included in OGE Energy Corp.'s Current Report on Form 8-K dated May 17, 2018, both filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Oklahoma City, Oklahoma
May 18, 2018

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of Oklahoma Gas and Electric Company for the registration of debt securities and to the incorporation by reference therein of our reports dated February 21, 2018, except as it relates to the changes due to the application of Accounting Standards Update 2017-07 described in Note 2, as to which the date is May 17, 2018, with respect to the financial statements and schedule of Oklahoma Gas and Electric Company, and our report dated February 21, 2018, with respect to the effectiveness of internal control over financial reporting of Oklahoma Gas and Electric Company, included in Oklahoma Gas and Electric Company's Current Report on Form 8-K dated May 17, 2018, both filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Oklahoma City, Oklahoma
May 18, 2018

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-3 of OGE Energy Corp. and Oklahoma Gas and Electric Company of our report dated February 20, 2018, relating to the consolidated financial statements of Enable Midstream Partners, LP and subsidiaries as of December 31, 2017 and 2016 and for each of the three years in the period ended December 31, 2017, appearing in the Annual Report on Form 10-K of OGE Energy Corp. for the year ended December 31, 2017, incorporated by reference in this Registration Statement, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

Houston, Texas
May 18, 2018

Power of Attorney

WHEREAS, OGE ENERGY CORP., an Oklahoma corporation (herein referred to as the "Company"), is to file with the Securities and Exchange Commission, under the provisions of the Securities Act of 1933, as amended, one or more Registration Statements on Form S-3 (or such other appropriate form) relating to the issuance and sale of an indeterminate amount of securities of the Company, which may include unsecured long-term debt securities and common stock.

WHEREAS, each of the undersigned holds the office or offices in the Company herein-below set opposite his or her name, respectively.

NOW, THEREFORE, each of the undersigned hereby constitutes and appoints SEAN TRAUSCHKE, STEPHEN E. MERRILL and SARAH R. STAFFORD and each of them individually, his or her attorney with full power to act for him or her and in his or her name, place and stead, to sign his or her name in the capacity or capacities set forth below to the Form S-3 Registration Statements (or such other appropriate form) relating to the issuance and sale of an indeterminate amount of securities of the Company, which may include unsecured long-term debt securities and common stock, and to any and all amendments (including post-effective amendments) to such Registration Statements, and hereby ratifies and confirms all that said attorney may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21st day of February, 2018.

Sean Trauschke, Chairman, Principal Executive Officer and Director	/s/ Sean Trauschke
Frank A. Bozich, Director	/s/ Frank A. Bozich
James H. Brandi, Director	/s/ James H. Brandi
Peter D. Clarke, Director	/s/ Peter D. Clarke
Luke R. Corbett, Director	/s/ Luke R. Corbett
David L. Hauser, Director	/s/ David L. Hauser
Kirk Humphreys, Director	/s/ Kirk Humphreys
Robert O. Lorenz, Director	/s/ Robert O. Lorenz
Judy R. McReynolds, Director	/s/ Judy R. McReynolds
J. Michael Sanner, Director	/s/ J. Michael Sanner
Sheila G. Talton, Director	/s/ Sheila G. Talton
Stephen E. Merrill, Principal Financial Officer	/s/ Stephen E. Merrill
Scott Forbes, Principal Accounting Officer	/s/ Scott Forbes
STATE OF OKLAHOMA)	
) SS	
COUNTY OF OKLAHOMA)	

On the date indicated above, before me, Kelly Hamilton-Coyer, Notary Public in and for said County and State, the above named directors and officers of OGE ENERGY CORP., an Oklahoma corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, severally acknowledged to me that they executed the same as their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 21st day of February 2018.

/s/ Kelly Hamilton-Coyer
 By: Kelly Hamilton-Coyer
 Notary Public

My commission expires:
 July 6, 2021

Power of Attorney

WHEREAS, OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation (herein referred to as the "Company"), is to file with the Securities and Exchange Commission, under the provisions of the Securities Act of 1933, as amended, one or more Registration Statements on Form S-3 (or such other appropriate form) relating to the issuance and sale of an indeterminate amount of securities of the Company, which may include unsecured long-term debt securities.

WHEREAS, each of the undersigned holds the office or offices in the Company herein-below set opposite his or her name, respectively.

NOW, THEREFORE, each of the undersigned hereby constitutes and appoints SEAN TRAUSCHKE, STEPHEN E. MERRILL and SARAH R. STAFFORD and each of them individually, his or her attorney with full power to act for him or her and in his or her name, place and stead, to sign his or her name in the capacity or capacities set forth below to the Form S-3 Registration Statements (or such other appropriate form) relating to the issuance and sale of an indeterminate amount of securities of the Company, which may include unsecured long-term debt securities, and to any and all amendments (including post-effective amendments) to such Registration Statements, and hereby ratifies and confirms all that said attorney may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21st day of February, 2018.

Sean Trauschke, Chairman, Principal Executive Officer and Director	/s/ Sean Trauschke
Frank A. Bozich, Director	/s/ Frank A. Bozich
James H. Brandi, Director	/s/ James H. Brandi
Peter D. Clarke, Director	/s/ Peter D. Clarke
Luke R. Corbett, Director	/s/ Luke R. Corbett
David L. Hauser, Director	/s/ David L. Hauser
Kirk Humphreys, Director	/s/ Kirk Humphreys
Robert O. Lorenz, Director	/s/ Robert O. Lorenz
Judy R. McReynolds, Director	/s/ Judy R. McReynolds
J. Michael Sanner, Director	/s/ J. Michael Sanner
Sheila G. Talton, Director	/s/ Sheila G. Talton
Stephen E. Merrill, Principal Financial Officer	/s/ Stephen E. Merrill
Scott Forbes, Principal Accounting Officer	/s/ Scott Forbes
STATE OF OKLAHOMA)	
) SS	
COUNTY OF OKLAHOMA)	

On the date indicated above, before me, Kelly Hamilton-Coyer, Notary Public in and for said County and State, the above named directors and officers of OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, severally acknowledged to me that they executed the same as their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 21st day of February 2018.

/s/ Kelly Hamilton-Coyer
 By: Kelly Hamilton-Coyer
 Notary Public

My commission expires:
 July 6, 2021

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

BOKF, NA

(Exact name of trustee specified in its charter)

73-0780382

(I.R.S. Employer Identification Number)

(Jurisdiction of incorporation of organization if not a U.S. national bank)

Bank of Oklahoma Tower, P.O. Box 2300, Tulsa, Oklahoma

74192

(Address of principal executive offices)

(Zip Code)

Frederic Dorwart, Lawyers PLLC, Old City Hall, 124 E 4th St, Tulsa, Oklahoma 74103-5010; (918) 583-9922

(Name, address and telephone number of agent for service)

OGE Energy Corp.

(Exact name of obligor as specified in its charter)

Oklahoma

73-1481638

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma

73101

(Address of principal executive offices)

(Zip Code)

Indenture dated as of November 1, 2004, and any Supplements thereto

(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee -

- (a) Name and address of each examining or supervising authority to which it is subject.

Office of the Comptroller of the Currency
Southwestern District
1600 Lincoln Plaza
500 North Akard Street
Suite 1600
Dallas, Texas 75201

Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, MO 64198

Federal Deposit Insurance Corporation
550 17th Street, N.W. Washington, DC 20429

U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

- (b) Whether it is authorized to exercise corporate trust powers. **The trustee is authorized to exercise corporate trust powers.**

Item 2. Affiliations with the obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation. **None**

Items 3-14. Items 3-14 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.

Item 15. Foreign Trustee.

Identify the order or rule pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified under the Act. **Not Applicable - Trustee is a National Banking Association organized under the laws of the United States.**

Item 16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility.

Exhibit 1. A copy of the articles of association of the trustee as now in effect **(incorporated by reference to Exhibit 1 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309).**

Exhibit 2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association. **(incorporated by reference to Exhibit 2 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309).**

Exhibit 3. A copy of the authorization of the trustee to exercise corporate trust powers, if such authorization is not contained in the documents specified in paragraph (1) or (2) above **(incorporated by reference to Exhibit 3 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309).**

Exhibit 4. A copy of the existing bylaws of the trustee, or instruments corresponding thereto **(incorporated by reference to Exhibit 4 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309).**

Exhibit 5. A copy of each indenture referred to in Item 4, if the obligor is in default. **Not Applicable**

Exhibit 6. The consents of United States institutional trustees required by Section 321(b) of the Act (**incorporated by reference to Exhibit 6 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309**).

Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority (**incorporated by reference to Exhibit 7 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-188309**).

Exhibit 8. A copy of any order pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act. **Not Applicable**

Exhibit 9. Foreign trustees are required to file a consent to serve of process of Form F-X [§269.5 of this chapter]. **Not Applicable**

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, BOKF, NA, a National Banking Association organized and existing under the laws of the United States, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Tulsa, and State of Oklahoma on the 17th day of May, 2018.

BOKF, NA

(Trustee)

By: /s/ Rachel Redd-Singleton

Rachel Redd-Singleton, Vice President

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

BOKF, NA

(Exact name of trustee specified in its charter)

73-0780382

(Jurisdiction of incorporation of organization if not a U.S. national bank)

(I.R.S. Employer Identification Number)

Bank of Oklahoma Tower, P.O. Box 2300, Tulsa, Oklahoma

74192

(Address of principal executive offices)

(Zip Code)

Frederic Dorwart, Lawyers PLLC, Old City Hall, 124 E 4th St, Tulsa, Oklahoma 74103-5010; (918) 583-9922

(Name, address and telephone number of agent for service)

Oklahoma Gas and Electric Company

(Exact name of obligor as specified in its charter)

Oklahoma

73-0382390

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma

73101

(Address of principal executive offices)

(Zip Code)

Indenture dated as of October 1, 1995, and any Supplements thereto

(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee -

- (a) Name and address of each examining or supervising authority to which it is subject.

Office of the Comptroller of the Currency
Southwestern District
1600 Lincoln Plaza
500 North Akard Street
Suite 1600
Dallas, Texas 75201

Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, MO 64198

Federal Deposit Insurance Corporation
550 17th Street, N.W. Washington, DC 20429

U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

- (b) Whether it is authorized to exercise corporate trust powers. **The trustee is authorized to exercise corporate trust powers.**

Item 2. Affiliations with the obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation. **None**

Items 3-14. Items 3-14 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.

Item 15. Foreign Trustee.

Identify the order or rule pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified under the Act. **Not Applicable - Trustee is a National Banking Association organized under the laws of the United States.**

Item 16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility.

Exhibit 1. A copy of the articles of association of the trustee as now in effect **(incorporated by reference to Exhibit 1 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01).**

Exhibit 2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association **(incorporated by reference to Exhibit 2 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01).**

Exhibit 3. A copy of the authorization of the trustee to exercise corporate trust powers, if such authorization is not contained in the documents specified in paragraph (1) or (2) above **(incorporated by reference to Exhibit 3 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01).**

Exhibit 4. A copy of the existing bylaws of the trustee, or instruments corresponding thereto **(incorporated by reference to Exhibit 4 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01).**

Exhibit 5. A copy of each indenture referred to in Item 4, if the obligor is in default. **Not Applicable**

Exhibit 6. The consents of United States institutional trustees required by Section 321(b) of the Act (**incorporated by reference to Exhibit 6 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01**).

Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority (**incorporated by reference to Exhibit 7 of the Form T-1 filed on April 27, 2018 on Form 305B2; File No. 333-213005-01**).

Exhibit 8. A copy of any order pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act. **Not Applicable**

Exhibit 9. Foreign trustees are required to file a consent to serve of process of Form F-X [§269.5 of this chapter]. **Not Applicable**

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, BOKF, NA, a National Banking Association organized and existing under the laws of the United States, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Tulsa, and State of Oklahoma on the 17th day of May, 2018.

BOKF, NA

(Trustee)

By: /s/ Rachel Redd-Singleton

Rachel Redd-Singleton, Vice President