

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 13, 1996

REGISTRATION STATEMENT NO. 33-61699

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549  
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POST-EFFECTIVE AMENDMENT NO. 1-A

ON FORM S-3

TO

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

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OGE ENERGY CORP.

(Exact name of registrant as specified in its charter)

OKLAHOMA	6719	73-1481638
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

101 NORTH ROBINSON, P.O. BOX 321, OKLAHOMA CITY, OKLAHOMA 73101 (405) 553-3000

(Address, including zip code, and telephone number, including

area code, of principal executive offices)

STEVEN E. MOORE  
PRESIDENT AND CHIEF  
EXECUTIVE OFFICER  
OGE ENERGY CORP.  
101 NORTH ROBINSON  
P.O. BOX 321  
OKLAHOMA CITY, OKLAHOMA 73101  
(405) 553-3000

PETER D. CLARKE  
GARDNER, CARTON & DOUGLAS  
321 NORTH CLARK STREET  
SUITE 3400  
CHICAGO, ILLINOIS 60610  
(312) 644-3000

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

APPROXIMATE DATE OF PROPOSED PUBLIC OFFERING: From time to time after the  
Registration Statement becomes effective and all conditions prerequisite have  
been satisfied or waived.

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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, as amended, other than securities offered only in connection with dividend  
or interest investment plans, please check the following box. [X]

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REGISTRANT HEREBY AMENDS THIS POST-EFFECTIVE AMENDMENT ON SUCH DATE OR  
DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL  
FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS POST-EFFECTIVE  
AMENDMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF  
THE SECURITIES ACT OF 1933 OR UNTIL THE POST-EFFECTIVE AMENDMENT SHALL BECOME  
EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A),  
MAY DETERMINE.

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## EXPLANATORY NOTE

(NOT PART OF THE PROSPECTUS)

By Registration Statement No. 33-61699, OGE Energy Corp. (the "Registrant") registered under the Securities Act of 1933, as amended, 44,874,387 shares of its Common Stock, par value \$.01 per share, for issuance pursuant to: (i) an Agreement and Plan of Share Acquisition between the Registrant and Oklahoma Gas and Electric Company ("OG&E"), whereby the outstanding shares of OG&E Common Stock would be exchanged (the "Exchange") on a share-for-share basis for shares of the Registrant's Common Stock and OG&E would become the subsidiary of the Registrant; (ii) the Automatic Dividend Reinvestment and Stock Purchase Plan (the "Dividend Reinvestment Plan") of OG&E, which plan will be assumed by the Registrant following the effective date of the Exchange; and (iii) the Retirement Savings Plan of OG&E, which plan will be amended as of the Effective Date to require the issuance of the Registrant's Common Stock in lieu of OG&E's Common Stock.

The Exchange was approved by OG&E's shareowners at a Special Meeting on November 16, 1995, and is expected to become effective on December 31, 1996 or as soon thereafter as all conditions prerequisite have been satisfied or waived. This Post-Effective Amendment No. 1-A pertains to 3,000,000 shares of the Registrant's Common Stock that were registered by Registration Statement No. 33-61699 and that will be issued by the Registrant pursuant to the Dividend Reinvestment Plan after the effective date.

The Number "1" in the designation of this Post-Effective Amendment No. 1-A denotes that this Post-Effective Amendment relates only to shares of the Registrant's Common Stock to be issued or delivered pursuant to the Dividend Reinvestment Plan, and the letter "A" in such designation denotes that this is the first Post-Effective Amendment to the Registration Statement filed with respect to such shares. This system of designation will continue to be used for any future Post-Effective Amendments to the Registration Statement which may be filed by the Registrant relating to the shares of the Registrant's Common Stock which may be issued or delivered under the Dividend Reinvestment Plan, subject to the requirements of the Securities and Exchange Commission applicable from time to time.

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 \* INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A \*  
 \* REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED \*  
 \* WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT \*  
 \* BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE \*  
 \* REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT \*  
 \* CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY \*  
 \* NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH \*  
 \* SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO \*  
 \* REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH \*  
 \* STATE. \*  
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SUBJECT TO COMPLETION, DATED DECEMBER 13, 1996

PROSPECTUS

OGE ENERGY CORP.

3,000,000 SHARES

COMMON STOCK

AUTOMATIC DIVIDEND REINVESTMENT  
AND STOCK PURCHASE PLAN

This Prospectus describes the Automatic Dividend Reinvestment and Stock Purchase Plan (the "Plan") of OGE Energy Corp. (the "Company"). The Plan replaces the previous dividend reinvestment plan of Oklahoma Gas and Electric Company ("OG&E"). If you were a participant in the OG&E plan, your participation was automatically continued in the Company Plan.

As a result of the approval by OG&E shareowners of a corporate restructuring at a Special Meeting on November 16, 1995, the outstanding shares of common stock of OG&E were exchanged automatically on a share-for-share basis for common stock of the Company and OG&E became a subsidiary of the Company. The Plan will continue operation the same as before the restructuring, except that shares purchased will be Company common stock instead of OG&E common stock.

The Plan is designed to provide investors with a convenient and economical way to purchase shares of the Company's common stock, par value \$.01 per share ("Common Stock"), and to reinvest all or a portion of the cash dividends paid and interest payments made on the Company's Common Stock, and on all classes of its preferred stock or the cumulative preferred stock of OG&E and all series of OG&E's first mortgage bonds (the "Eligible Securities") in shares of Common Stock.

PARTICIPANTS IN THE PLAN MAY:

- Reinvest all or a portion of cash dividends paid or interest payments made on Eligible Securities registered in their names or Common Stock credited to their Plan accounts in shares of Common Stock.
- Make an initial investment in Common Stock with a cash payment of at least \$250 or, if already a holder of Eligible Securities, increase their investment in Common Stock by making optional cash payments at any time of at least \$25 for any single investment, up to a maximum of \$100,000 per calendar year.
- Receive, upon written request, certificates for whole shares of Common Stock credited to their Plan accounts.

- Deposit certificates representing Common Stock into the Plan for safekeeping.
- Sell shares of Common Stock credited to their Plan accounts through the Plan.
- Establish an IRA to hold their investments in Common Stock and contribute or roll over amounts to the IRA through a Plan account.

Shares of Common Stock will be purchased under the Plan, at the option of the Company, from newly issued shares, shares held in the treasury of the Company or shares purchased in the open market. Any open market purchases will be effected through an Independent Agent (as hereinafter defined) selected by the Company. The Common Stock is listed on the New York and Pacific Stock Exchanges. The closing price of December 4, 1996 on the New York Stock Exchange was \$41.375.

The purchase price of newly issued or treasury shares of Common Stock purchased under the Plan for an Investment Date (as hereinafter defined) will be the average of the high and low sales prices of the Common Stock reported on the New York Stock Exchange Composite Tape as published in The Wall Street Journal for the trading day preceding that Investment Date. The price of shares of Common Stock purchased in the open market will be the weighted average price per share of the aggregate number of shares purchased in the open market for the relevant period. There will be no discount from these purchase prices offered for shares of Common Stock purchased under the Plan. The Company, however, will pay all brokerage commissions and service fees relating to shares of Common Stock purchased or sold in the open market.

To the extent required by applicable law in certain jurisdictions, including Maine, Nebraska, New Hampshire, North Dakota and Rhode Island shares of Common Stock offered under the Plan to persons not presently record holders of Common Stock are offered only through a registered broker/dealer in such jurisdictions.

This Prospectus is being provided both to present and prospective participants in the Plan. For present participants in the Plan, this Prospectus (including the materials incorporated by reference) provides more current information concerning the Company, OG&E and the Plan and is intended to replace the Prospectus of OG&E dated August 24, 1995. It is suggested that this Prospectus be retained for future reference.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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The date of this Prospectus is January , 1997

## OKLAHOMA GAS AND ELECTRIC COMPANY

The Company was incorporated in Oklahoma on August 4, 1995, as the wholly-owned subsidiary of OG&E. Pursuant to a corporate restructuring approved by OG&E's shareowners at a Special Meeting on November 16, 1995, all outstanding shares of common stock of OG&E were exchanged on a share-for-share basis for shares of Common Stock of the Company and OG&E became a subsidiary of the Company. In connection with the restructuring, the Company assumed OG&E's Automatic Dividend Reinvestment and Stock Purchase Plan, which Plan as assumed is described herein.

OG&E, the principal subsidiary of the Company, is the largest operating electric utility in Oklahoma, furnishing retail electric service in communities and contiguous rural and suburban territories in Oklahoma and western Arkansas. It also sells electric energy at wholesale for resale in these states.

The Company's principal executive offices are located at 101 North Robinson, Post Office Box 321, Oklahoma City, Oklahoma 73101-0321; Telephone: (405) 553-3000.

## INFORMATION INCORPORATED BY REFERENCE

The following documents, as filed with the Securities and Exchange Commission, are incorporated herein by reference: (i) Form 10-K Annual Report of OG&E for the year ended December 31, 1995, (ii) Form 10-Q Quarterly Reports of OG&E for the quarters ended March 31, 1996, June 30, 1996, and September 30, 1996, (iii) Form 8-K Current Reports of OG&E dated May 17, 1996, June 3, 1996, October 16, 1996 and November 14, 1996, and (iv) Proxy Statement/Prospectus of the Company dated September 26, 1995, containing a description of the Company's Common Stock, including a description of the rights to purchase series A preferred stock that accompany each share of common stock pursuant to a Rights Agreement, dated August 7, 1995.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this Prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference in this Prospectus from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Prospectus shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained in this Prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company hereby undertakes to provide without charge to each person (including any beneficial owner) to whom this Prospectus has been delivered, on the request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference, other than certain exhibits to such documents. Written or telephone requests for such copies should be directed to the Corporate Secretary, OGE Energy Corp., 101 North Robinson, Post Office Box 321, Oklahoma City, Oklahoma 73101-0321, Telephone: (405) 553-3211.

## AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission. Such reports, proxy statements and other information on file can be inspected at the public reference offices of the Commission currently at 450 Fifth Street, N.W., Washington, D.C.; 500 West Madison Street, Chicago, Illinois; and 7 World Trade Center, New York, New York; and copies of such material can be obtained from the Public Reference Section of the Commission at its principal office at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Such reports, proxy statements and other information also are available on the Commission's Web site (<http://www.sec.gov>). In addition,

reports, proxy material and other information concerning the Company may be inspected at the Library of the New York Stock Exchange, 20 Broad Street, New York, New York, and at the office of the Pacific Stock

Exchange, 301 Pine Street, San Francisco, California, on which exchanges the Company's Common Stock is listed.

#### APPLICATION OF PROCEEDS

Since purchases of Common Stock under the Plan may be satisfied by any of (i) the purchase of new shares of Common Stock issued by the Company, (ii) the purchase of shares of Common Stock held in the Company's treasury, or (iii) the purchase of shares of Common Stock in the open market, the number of shares of Common Stock, if any, that the Company ultimately will sell under the Plan is not known. If newly issued or treasury shares of Common Stock are purchased under the Plan, the proceeds from such sales will be used for general corporate purposes, including, without limitation, to provide funds for the Company's construction program, the redemption, repayment or retirement of outstanding indebtedness of the Company or the advance or contribution of funds to one or more of the Company's subsidiaries to be used for their general corporate purposes, including, without limitation, the redemption, repayment or retirement of indebtedness of one or more of such subsidiaries. The Company will not receive any proceeds when shares of Common Stock are purchased under the Plan in the open market.



## OGE ENERGY CORP.

## AUTOMATIC DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

As a result of the corporate restructuring previously described, the Company has assumed and adopted the OG&E dividend reinvestment plan. The Plan will continue in operation the same as before the restructuring, except that shares purchased will be Company Common Stock instead of OG&E common stock. The following questions and answers summarize the provisions of the Plan as in effect on the date of this Prospectus.

## 1. WHAT IS THE PLAN?

The Plan provides existing and potential investors in the Company or in OG&E with a simple and convenient method of purchasing shares of the Company's Common Stock without payment of any brokerage commission or service charge. The Plan also provides participants with a convenient way to reinvest all or a portion of the cash dividends paid and interest payments made on Eligible Securities in shares of Common Stock.

## 2. WHAT IS THE PURPOSE OF THE PLAN AND WHAT ARE SOME OF ITS ADVANTAGES AND DISADVANTAGES?

Purpose -- The purpose of the Plan is to provide existing and potential investors in the Company with a convenient way to purchase shares of Common Stock and to reinvest all or a portion of the cash dividends paid and interest payments made on Eligible Securities in shares of Common Stock.

## Advantages

- Interested investors, not already record or registered holders of Eligible Securities, may become Participants by making an initial minimum cash investment of at least \$250 to purchase Common Stock through the Plan.
- Record or registered holders of Eligible Securities not already Participants may become Participants by (i) electing to have dividend and interest payments on all or a portion of their Eligible Securities reinvested in Common Stock, (ii) depositing certificates representing Common Stock into the Plan for safekeeping or (iii) making an initial minimum cash investment of at least \$25 to purchase Common Stock through the Plan.
- In addition to having their dividend and interest payments on Eligible Securities reinvested in Common Stock, Participants may invest additional funds in Common Stock through optional cash investments of at least \$25 for any single investment up to \$100,000 per calendar year. Optional cash investments may be made by check, money order, wire transfer or electronic funds transfer from a predesignated bank account. Optional cash investments may be made occasionally or at regular intervals, as the Participant desires.
- Funds invested in the Plan are fully invested in Common Stock through the purchase of whole shares and fractions of shares, and proportionate cash dividends on fractions of shares of Common Stock are used to purchase additional shares of Common Stock.
- The Plan offers a "safekeeping" service whereby Participants may deposit, free of any service charges, certificates representing Common Stock held in certificate form into the Plan. Shares of Common Stock so deposited will be credited to the account of the Participant (an "Account"). This service can be selected by Participants without participating in any other feature of the Plan.
- Participants may direct the Company, at any time and at no cost to such Participants, to transfer all or a portion of the shares of Common Stock credited to their Accounts (including those shares of Common Stock deposited into the Plan for safekeeping) to the Account of another Participant (or to set up an Account for a new Participant in connection with such transfer) or to send certificate(s) representing such shares to the Participant or another designated person or entity.



- Quarterly statements ("Statements of Account") will be mailed to each Participant showing all transactions completed during the year to date, total shares of Common Stock credited to the Participant's Account and other information related to each such Participant's Account. Supplemental Statements of Account also will be mailed to Participants in the month following transactions in such Participants' Accounts.
- Participants may direct that all, a portion or none of their dividend or interest payments on Eligible Securities, including shares of Common Stock purchased for a Participant under the Plan and shares of Common Stock deposited into the Plan for safekeeping, be reinvested in shares of Common Stock. Dividend and interest payments not reinvested will be paid in the usual manner.
- Participants may sell shares of Common Stock credited to their Accounts (including those shares of Common Stock deposited into the Plan for safekeeping) through the Plan.
- Participants may choose to establish an IRA to hold their investment in Common Stock and contribute or roll over amounts to the IRA through a Plan Account.

#### Disadvantages

- PARTICIPANTS HAVE NO CONTROL OVER THE PRICE, AND IN THE CASE OF SHARES OF COMMON STOCK PURCHASED OR SOLD IN THE OPEN MARKET BY AN INDEPENDENT AGENT, THE TIME, AT WHICH COMMON STOCK IS PURCHASED OR SOLD, RESPECTIVELY, FOR THEIR ACCOUNTS. Purchases in the open market generally will occur within 10 days of the relevant Investment Date. Funds not invested in Common Stock within 30 days after receipt will be promptly returned to Participants. Sales by Participants under the Plan will be made by an Independent Agent as soon as practicable after processing the sales request. Therefore, Participants bear the market risk associated with fluctuations in the price of the Common Stock. (See the answers to Questions 7, 8, 9, 13 and 16.)
- No interest will be paid on funds held by the Administrator (as hereinafter defined) pending investment under the Plan.
- Optional and initial cash investments must be received by the Administrator no later than two business days prior to an Investment Date to be invested for that Investment Date. Otherwise, the investment may be held by the Administrator and invested for the next Investment Date. Optional and initial cash investments need not be returned to Participants unless a written request is received by the Administrator no later than two business days prior to the applicable Investment Date. (See the answer to Question 7.)

### 3. WHO ADMINISTERS THE PLAN AND WHAT ARE SOME OF THE FUNCTIONS PERFORMED BY THE ADMINISTRATOR?

Administration of the Plan is conducted by the individual (who may be an employee of the Company), bank, trust company or other entity (including the Company) appointed from time to time by the Company to act as administrator of the Plan (the "Administrator"). Liberty Bank and Trust Company of Oklahoma City, N.A. will be the initial Administrator. The Administrator is responsible for administering the Plan, receiving all cash investments made by Participants, maintaining records of each Participant's Account activities, issuing Statements of Account and performing other duties required by the Plan. The Administrator or its nominee, as custodian, will hold one or more certificates registered in its name representing the aggregate number of whole shares of Common Stock purchased under, or deposited for safekeeping into, the Plan and credited to Participants' Accounts. Normally, certificates for shares purchased under the Plan will not be issued to Participants. The number of shares credited to your account under the Plan will be shown on your Statement of Account. However, subject to the conditions in the answers to Questions 10 and 11 regarding withdrawal of shares, certificates for any number of whole shares credited to your Account under the Plan will be issued to you upon your written request to the Administrator. Any remaining whole and fractional shares will continue to be credited to your Account. Certificates for fractional shares will not be issued.

The Administrator or another agent selected by the Company (an "Independent Agent") that is an "agent independent of the issuer," as that term is defined in the rules and regulations under the Exchange Act, will purchase shares of Common Stock in the open market. The Independent Agent is responsible for purchasing and selling shares of Common Stock in the open market for Participants' Accounts in accordance with the provisions of the Plan.

Participants may contact the Administrator by writing:

Liberty Bank and Trust Company of Oklahoma City, N.A.  
 Stock Transfer Department  
 P.O. Box 25848  
 Oklahoma City, Oklahoma 73125-0848

or by telephoning toll-free (800) 395-2662 ext. 6711 or, if calling locally, (405) 231-6711 between 8 a.m. and 4:30 p.m., Monday through Friday, Central Time.

#### 4. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

Any person or entity, whether or not a record holder of Common Stock, is eligible to participate in the Plan, provided that (i) such person or entity fulfills the prerequisites for participation described below in the answer to Question 5 and (ii) in the case of citizens or residents of a country other than the United States, its territories and possessions, participation would not violate local laws applicable to the Company, the Plan and the Participant.

#### 5. HOW DOES AN ELIGIBLE PERSON OR ENTITY PARTICIPATE?

HOLDERS OF COMMON STOCK CURRENTLY PARTICIPATING IN OG&E'S AUTOMATIC DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN WHICH IS BEING REPLACED BY THE PLAN (BY MEANS OF AMENDMENT AND RESTATEMENT), WILL AUTOMATICALLY BE PARTICIPANTS IN THE PLAN WITHOUT SENDING IN A NEW ENROLLMENT FORM ("ENROLLMENT FORM"). HOWEVER, PARTICIPANTS WHO WISH TO CHANGE THEIR PARTICIPATION IN ANY WAY (E.G., FROM PARTIAL TO FULL REINVESTMENT) MUST SUBMIT A NEW ENROLLMENT FORM.

After being furnished with a copy of this Prospectus, eligible applicants may join the Plan at any time by completing and signing an Enrollment Form in the manner set forth below. REQUESTS FOR COPIES OF ENROLLMENT FORMS, AS WELL AS COPIES OF OTHER PLAN FORMS AND THIS PROSPECTUS, SHOULD BE MADE IN WRITING OR BY TELEPHONE TO THE ADMINISTRATOR'S ADDRESS AND TELEPHONE NUMBERS LISTED IN THE ANSWER TO QUESTION 3 ABOVE. RECORD OR REGISTERED HOLDERS OF ELIGIBLE SECURITIES SHOULD BE SURE TO SIGN THEIR NAME(S) ON THE ENROLLMENT FORM EXACTLY AS THEY APPEAR ON THEIR CERTIFICATES OR INSTRUMENTS.

In order to become a Participant in the Plan, an eligible applicant must complete and sign an Enrollment Form and return it to the Administrator and (i) elect to have cash dividends paid or interest payments made on Eligible Securities (see the answer to Question 6 for a list of Eligible Securities) of which such applicant is the record or registered holder invested in Common Stock (see the answer to Question 9), (ii) deposit certificates representing shares of Common Stock into the Plan for safekeeping (see the answer to Question 15) or (iii) make an initial cash investment (see the answer to Question 7).

Beneficial owners of Eligible Securities registered in "street name" (e.g., in the name of a bank, broker or trustee) may participate in the Plan with respect to such securities by either (i) transferring those Eligible Securities which they wish to be subject to the Plan into their own name and depositing shares of Common Stock into the Plan for safekeeping and/or electing to reinvest cash dividend or interest payments on such Eligible Securities in Common Stock (see the answer to Question 17) or (ii) making arrangements with the record or registered holder (e.g., their bank, broker or trustee, who will become the Participant) of such securities to participate in the Plan on the beneficial owner's behalf.

A person will become a Participant after a properly completed Enrollment Form has been received and accepted by the Administrator. If you are a holder of Common Stock and your Enrollment Form is received by the Administrator on or before the record date for payment of a cash dividend on Common Stock (dividend record dates for Common Stock normally are expected to be the tenth day of January, April, July and October), that cash dividend and all future cash dividends payable on your Common Stock will be used by the Administrator to buy shares of Common Stock for your account under the Plan to the extent requested by you. See the answer to Question 9. If your Enrollment Form is not received on or before the record date for a cash dividend on Common Stock, the dividend will be paid to you in cash and the reinvestment of your dividends under the Plan will begin with the next cash dividend payment on the Common Stock. Thus, for example, an October 30 cash dividend will be used to purchase shares of Common Stock under the Plan only if your Enrollment Form is received on or before October 10.

If you are a holder of any class of the Company's preferred stock or OG&E Preferred Stock and your Enrollment Form is received by the Administrator on or before the record date for payment of a cash dividend on your Preferred Stock (dividend record dates for the Preferred Stock normally are the last business day of December, March, June and September), that cash dividend and all future cash dividends payable on your Preferred Stock will be used by the Administrator to purchase shares of Common Stock for your account under the Plan to the extent requested by you. See the answer to Question 9. Dividend payment dates for the OG&E 4% Preferred Stock normally are the 15th day of January, April, July and October. Dividend payment dates for all other classes of OG&E Preferred Stock normally are the 20th day of January, April, July and October. If your Enrollment Form is not received on or before the record date for the applicable dividend payment date, the dividend will be paid to you in cash and your participation in the Plan with respect to the reinvestment of dividends on your Preferred Stock will begin on the next cash dividend payment date on your Preferred Stock. Thus, for example, an April 15 dividend on the OG&E 4% Preferred Stock will be used to purchase shares of Common Stock under the Plan only if your Enrollment Form is received on or before March 31.

If you are a holder of any series of first mortgage bonds of OG&E and your Enrollment Form is received by the Administrator on or before the record date for an interest payment on your first mortgage bonds, that interest payment and all future interest payments on your first mortgage bonds will be used by the Administrator to purchase shares of Common Stock for your account under the Plan to the extent requested by you. See the answer to Question 9. Interest payments on OG&E's first mortgage bonds are generally made on the 1st or 15th day of the relevant month.

6. WHAT SECURITIES ARE ELIGIBLE FOR AUTOMATIC DIVIDEND REINVESTMENT UNDER THE PLAN?

The Company's Common Stock, all classes of its preferred stock and OG&E's Preferred Stock and all series of OG&E's first mortgage bonds are "Eligible Securities" under the Plan.

In addition, the Company may from time to time designate, in its sole discretion, other equity or debt securities of the Company or OG&E as Eligible Securities by notifying the Administrator in writing of such designation.

7. HOW DO INTERESTED INVESTORS AND PARTICIPANTS MAKE INITIAL CASH INVESTMENTS AND OPTIONAL CASH INVESTMENTS?

Initial Investments. Interested investors, whether or not record or registered holders of Eligible Securities, may become Participants by making an investment through the Plan as hereinafter described. ELIGIBLE APPLICANTS WHO ARE NOT RECORD OR REGISTERED HOLDERS OF ELIGIBLE SECURITIES MUST INCLUDE A MINIMUM INITIAL CASH INVESTMENT OF AT LEAST \$250 WITH THEIR COMPLETED ENROLLMENT FORM. ELIGIBLE APPLICANTS WHO ARE RECORD OR REGISTERED HOLDERS OF ELIGIBLE SECURITIES WHO DO NOT ELECT TO HAVE DIVIDENDS OR INTEREST PAYMENTS REINVESTED AND WHO DO NOT DEPOSIT CERTIFICATES REPRESENTING COMMON STOCK IN THE PLAN FOR SAFEKEEPING MUST INCLUDE A MINIMUM INITIAL CASH INVESTMENT OF AT LEAST \$25 WITH THEIR COMPLETED ENROLLMENT FORM. Such investments may be made by personal check,



or wire transfer payable to Liberty Bank and Trust Company of Oklahoma City, N.A., and must be received no later than two business days before an Investment Date in order to be invested on that Investment Date. DO NOT SEND CASH. Interested investors making wire transfers should contact the Administrator for wire instructions and may be charged fees by the commercial bank initiating the transfer.

Optional Cash Investments -- General. Participants may make optional cash investments by personal check, money order, wire transfer or electronic funds transfer from a pre-designated bank account, as described below. Optional cash investments must be at least \$25 for any single investment. There is no obligation to make any optional cash investment and the amount and timing of such investments may vary from time to time.

Optional cash investments may not exceed \$100,000 in the aggregate per calendar year (the "Maximum Amount"), which amount may be invested all at one time. In determining whether the Maximum Amount has been reached, initial investments will be counted as optional cash investments.

Optional Cash Investments -- Check, Money Order or Wire Transfer. Participants may make optional cash investments by delivering to the Administrator (i) a completed optional cash investment stub which will be attached to each Participant's quarterly Statement of Account or an Enrollment Form and (ii) a personal check, money order or wire transfer payable to Liberty Bank and Trust Company of Oklahoma City, N.A. DO NOT SEND CASH. Participants making wire transfers should contact the Administrator for wire instructions and may be charged fees by the commercial bank initiating the transfer.

In addition, Participants who are customers of OG&E may also make optional cash payments by including with their electric bill an amount designated as a contribution to the Plan. Such money so received by OG&E will be transferred to the Administrator promptly.

Optional Cash Investments -- Electronic Transfer from Bank Account. Participants may make automatic investments of a specified amount (not less than \$25 per month) by electronic funds transfer from a pre-designated U.S. bank account.

To initiate automatic deductions, the Participant must complete and sign an Automatic Deduction Form and return it to the Administrator together with a voided blank check for the account from which funds are to be drawn. Automatic Deduction Forms may be obtained from the Administrator. Forms will be processed and will become effective as promptly as practicable.

Once automatic deduction is initiated, funds will be drawn from the Participant's designated bank account two business days prior to the relevant Investment Date and will be invested in Common Stock for that Investment Date.

Participants may change or terminate automatic deduction by completing and submitting to the Administrator a new Automatic Deduction Form. To be effective with respect to a particular Investment Date, however, the new Automatic Deduction Form must be received by the Administrator at least five business days preceding such Investment Date.

NO INTEREST WILL BE PAID ON AMOUNTS HELD PENDING INVESTMENT.

#### 8. WHEN WILL INITIAL AND OPTIONAL CASH INVESTMENTS BE APPLIED TO THE PURCHASE OF COMMON STOCK?

An Investment Date (as defined below) will occur twice every month. Optional and initial cash investments will be invested in Common Stock for the first Investment Date following their receipt by the Administrator; provided, that such investments must be received by the Administrator no later than two business days prior to an Investment Date to be invested for that Investment Date. Otherwise, the investment may be held by the Administrator and invested for the next Investment Date. NO INTEREST WILL BE PAID ON FUNDS HELD BY THE ADMINISTRATOR PENDING INVESTMENT. Accordingly, Participants and interested investors should transmit cash investments so as to reach the Administrator shortly (but not less than two business days) before an Investment Date. The Administrator will make every effort to invest funds in Common Stock as soon as practicable for each Investment Date. To the extent that the funds are invested to purchase shares of Common Stock in the open market or from private sources, the

Administrator will purchase such shares within 10 days of the relevant Investment Date, except where and to the extent necessary under any applicable federal securities laws or other government or stock exchange regulations. To the extent that the funds are invested to purchase shares of Common Stock directly from the Company, the Administrator will purchase such shares for Participants' Accounts as of the close of business on the relevant Investment Date.

An "Investment Date" under the Plan will be, (i) the 1st business day of the month and (ii) the 15th day of the month or, if that day is not a business day, the business day immediately preceding that day.

Upon a Participant's written request, received by the Administrator no later than two business days prior to the applicable Investment Date, a cash investment not already invested in Common Stock will be returned to the Participant. However, no refund of a check or money order will be made until the funds from such instruments have been actually collected by the Administrator. Accordingly, such refunds may be significantly delayed. If the written request to stop investment is not received by the Administrator at least two business days prior to an Investment Date, any cash investment then held by the Administrator will be invested in Common Stock on such Investment Date.

Optional and initial cash investments, pending investments pursuant to the Plan, will be credited to a Participant's Account and held in a trust account which will be separated from any other funds or monies of the Company. Cash investments not invested in Common Stock within 30 days of receipt will be promptly returned to the Participant. All cash investments are subject to collection by the Administrator of full face value in U.S. funds. The method of delivery of any cash investment is at the election and risk of the Participant or interested investor and will be deemed received when actually received by the Administrator. If the delivery is by mail, it is recommended that the Participant or interested investor use properly insured, registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Investment Date.

CASH DIVIDENDS PAID ON SHARES OF COMMON STOCK CREDITED TO A PARTICIPANT'S ACCOUNT THAT WERE PURCHASED THROUGH THE PLAN WITH OPTIONAL AND INITIAL CASH INVESTMENTS WILL AUTOMATICALLY BE REINVESTED IN SHARES OF COMMON STOCK UNLESS THE PARTICIPANT NOTIFIES THE ADMINISTRATOR OTHERWISE BY NOTATION ON THE STUB PORTION OF THE PARTICIPANT'S STATEMENT OF ACCOUNT OR COMPLETED ENROLLMENT FORM, AS THE CASE MAY BE.

Funds payable to a Participant or an interested investor as a result of the redemption, tender or maturity, including accrued interest and premium, if any, of any of the Eligible Securities of which such Participant or interested investor is the record or registered holder may be invested in Common Stock through the Plan at the request of such holder by delivering a properly completed Enrollment Form covering such Eligible Securities to the Administrator. Any amounts invested in Common Stock through the Plan as described in the previous sentence will be treated as optional cash investments in determining whether the Maximum Amount has been reached.

#### 9. HOW AND WHEN ARE CASH DIVIDENDS AND INTEREST PAYMENTS ON ELIGIBLE SECURITIES REINVESTED?

Participants may elect to invest in Common Stock by reinvesting all or a portion of cash dividends paid and interest payments made on all or a portion of Eligible Securities registered in their names, Common Stock purchased through the Plan and credited to their Accounts and Common Stock deposited into the Plan for safekeeping, by designating such election on their Enrollment Form. IF A PARTICIPANT DOES NOT MAKE AN ELECTION, CASH DIVIDENDS PAID ON SHARES OF COMMON STOCK CREDITED TO A PARTICIPANT'S ACCOUNT THAT WERE PURCHASED THROUGH THE PLAN OR DEPOSITED INTO THE PLAN FOR SAFEKEEPING WILL AUTOMATICALLY BE REINVESTED IN SHARES OF COMMON STOCK. Participants electing partial reinvestment of cash dividends and interest payments on any Eligible Securities must designate the specific security for which such partial reinvestment is desired and the whole number of shares or whole dollar amount of first mortgage bonds for which reinvestment is desired. Once a Participant elects reinvestment, cash dividends and interest payments made on the designated Eligible Securities will be reinvested in shares of Common Stock. THE



AMOUNT SO REINVESTED WILL BE REDUCED BY ANY AMOUNT WHICH IS REQUIRED TO BE WITHHELD UNDER ANY APPLICABLE TAX OR OTHER STATUTES. If the Participant has specified partial reinvestment, that portion of cash dividends and interest payments not designated for reinvestment will be sent to the Participant by check in the usual manner or with regard to the partial reinvestment of cash dividends on Common Stock credited to the Participant's Account, by electronic direct deposit, if the Participant has elected the direct deposit option (see the answer to Question 12).

Dividends and interest payments will be invested in Common Stock for the first Investment Date following such payment. (See the answers to Questions 8 and 13.) Dividend and interest payments not invested in Common Stock within 30 days of receipt will be promptly returned to the Participant. Cash dividend and interest payment reinvestment amounts, pending investment pursuant to the Plan, will be credited to a Participant's Account and held in a trust account which will be separated from any other funds or monies of the Company. NO INTEREST WILL BE PAID ON SUCH FUNDS HELD BY THE ADMINISTRATOR PENDING INVESTMENT.

10. HOW DOES A PARTICIPANT CHANGE PARTICIPATION IN, OR WITHDRAW SHARES FROM, THE PLAN?

Participants may change their reinvestment options, including (i) changing the reinvestment level (i.e., full, partial or none) of cash dividend and interest payments on Eligible Securities and (ii) changing the designation of Eligible Securities on which cash dividend or interest payments are subject to reinvestment, by delivering written instructions or a new Enrollment Form to that effect to the Administrator.

Participants may withdraw some or all of the Common Stock credited to their Accounts from the Plan at any time by delivering withdrawal instructions to the Administrator. It is suggested that the stub portion of the Statement of Account be used to notify the Administrator of such withdrawal instructions. In addition, if the Participant will not be the record holder of the Common Stock after withdrawal, a stock assignment (stock power) and other necessary documentation must accompany the stub portion of the Statement of Account. Upon the Administrator's receipt of the proper documentation, certificates representing the designated Common Stock will be sent to the Participant, the Participant's broker or any other person that the Participant has designated.

11. WHEN MAY A PARTICIPANT CHANGE PARTICIPATION IN, OR WITHDRAW SHARES FROM, THE PLAN?

Any Participant may change participation in, or withdraw from, the Plan at any time.

To be effective with respect to a particular cash dividend or interest payment, any instructions to change reinvestment options must be received by the Administrator at least five business days prior to the payment date relating to such cash dividend or interest payment. If such instructions are not received by the Administrator at least five business days prior to the payment date, the instructions will not become effective until after such dividend or interest is paid. The shares of Common Stock purchased with such funds will be credited to the Participant's Account.

Except as described in the following sentence, if the properly completed withdrawal instructions with regard to shares of Common Stock credited to a Participant's Account are received on or after an ex-dividend date but before the related Dividend Payment Date, the withdrawal will be processed as described above in the answer to Question 10 and a separate check for the dividends will be mailed to the Participant following the Dividend Payment Date. If the properly completed withdrawal instructions with regard to shares of Common Stock credited to a Participant's Account on which cash dividends are being reinvested are not received by the Administrator at least five business days prior to a Dividend Payment Date, the dividends paid on the Dividend Payment Date will be invested in Common Stock through the Plan, and (i) if the Participant's withdrawal instructions cover less than all of the shares of Common Stock credited to such Participant's Account, the newly purchased shares will be credited to such Participant's Account or (ii) if the Participant's withdrawal instructions cover all of the shares of Common Stock credited to such Participant's Account, the withdrawal instructions will not be processed until after the dividends have been invested in Common Stock through the Plan, at which time certificates representing all of the shares credited to such Participant's Account, including the newly purchased shares, will be sent to the Participant or other designated recipient.

(See the answer to Question 18 for the reinvestment level of dividends on shares of Common Stock credited to a Participant's Account after a withdrawal.)

Certificates representing whole shares of Common Stock withdrawn from the Plan will be sent to the Participant or designated recipient by First Class Mail as soon as practicable following the Administrator's receipt of the required documentation, subject to the provisions of the preceding paragraph. Alternatively, a Participant may request in writing the Administrator to sell all or a portion of the Participant's shares, both whole and fractional, that are held in the Participant's Account under the Plan. Subject to the conditions expressed herein regarding the processing of withdrawals, such sale shall be effected by the Independent Agent in accordance with the answer to Question 16. Withdrawal of shares of Common Stock does not affect reinvestment of cash dividends on the shares withdrawn unless (i) the Participant is no longer the record holder of such shares, (ii) the reinvestment is specifically discontinued by the Participant (see the answer to Question 10) or (iii) the Participant terminates participation in the Plan (see the answer to Question 20).

12. CAN PARTICIPANTS HAVE A PORTION OF THEIR CASH DIVIDENDS DEPOSITED DIRECTLY INTO THEIR BANK ACCOUNTS?

Participants who elect not to reinvest all or any portion of cash dividends on shares of Common Stock credited to their Accounts may receive such cash dividends by electronic deposit to the Participants' predesignated bank, savings, or credit union accounts. To receive a direct deposit of funds, Participants must complete and sign a Direct Deposit Authorization Form and return it to the Administrator. Direct deposit will become effective as promptly as practicable after receipt of a completed Direct Deposit Authorization Form. Changes in designated direct deposit accounts may be made by delivering a completed Direct Deposit Authorization Form to the Administrator.

Cash dividends on shares of Common Stock not designated for reinvestment and not directly deposited will be paid by check on the applicable Dividend Payment Date.

13. WHAT IS THE SOURCE OF SHARES PURCHASED UNDER THE PLAN?

Shares of Common Stock purchased for Participants under the Plan will be either newly issued shares or shares held in the treasury of the Company or, at the Company's option, shares of Common Stock purchased in the open market by an Independent Agent. The primary consideration in determining the source of funds is expected to be the Company's need to increase equity capital. If the Company does not need to raise funds externally or if financing needs are satisfied using non-equity sources of funds to maintain the Company's targeted capital structure, shares of Common Stock purchased for Participants under the Plan will be purchased in the open market, subject to the limitation discussed below for changing the source of shares of Common Stock. As of the date of this Prospectus, shares of Common Stock purchased for Participants under the Plan are being purchased in the open market by an Independent Agent. The Plan limits the Company from changing its determination regarding the source of purchases of the shares (i.e., from the Company or in the open market) more than once in any 12-month period. At any time that shares of Common Stock are purchased for Participants under the Plan in the open market, the Company will not exercise its right to change the source of purchase of shares of Common Stock absent a determination by the Company's Board of Directors or Chief Financial Officer that the Company has a need to increase equity capital or there is another compelling reason for such change. Participants will be notified of any change in the source of shares.

Purchases of shares of Common Stock from the Company, whether newly issued or treasury shares, will be made on the relevant Investment Date at the average of the high and low sales prices of the Common Stock reported on the New York Stock Exchange Composite Tape as published in The Wall Street Journal for the trading date preceding the Investment Date. In the event no trading is reported for the trading day, the purchase price may be determined by the Company on the basis of such market quotations as it deems appropriate. No brokerage commissions or service fees will be charged on shares acquired directly from the Company.

Purchases in the open market generally will occur within 10 days of the relevant Investment Date, except where and to the extent necessary under any applicable federal securities laws or any other governmental or

stock exchange regulations. Funds not invested in Common Stock within 30 days of receipt will be promptly returned to Participants. The price of any shares of Common Stock purchased in the open market for Participants will be the weighted average price per share of the aggregate number of shares purchased for the relevant Investment Date. All brokerage costs and service fees for shares acquired on the open market will be paid by the Company.

With regard to open market purchases of shares of Common Stock by an Independent Agent, none of the Company, the Administrator (if it is not also the Independent Agent) nor any Participant will have any authority or power to direct the time or price at which shares may be purchased, the markets on which the shares are to be purchased (including on any securities exchange, in the over-the-counter market or in negotiated transactions), or the selection of the broker or dealer (other than any Independent Agent) through or from whom purchases may be made. The Independent Agent may commingle each Participant's funds with those of other Participants for the purpose of executing purchase and sale transactions and may offset purchases of shares against sales of shares to be made for Participants under the Plan with respect to the same Investment Date, resulting in a net purchase or a net sale of shares. Dividend and voting rights will commence upon settlement, whether shares are purchased from the Company or any other source.

14. HOW MANY SHARES WILL BE PURCHASED FOR THE PARTICIPANT?

The number of shares (including any fraction of a share rounded to four decimal places) of Common Stock credited to the Account of a Participant for a particular Investment Date will be determined by dividing the total amount of cash dividends, interest payments, optional cash investments and/or initial cash investments to be invested for such Participant on such Investment Date by the relevant purchase price per share as determined in the answer to Question 13 above.

15. CAN A PARTICIPANT DEPOSIT SHARES WITH THE ADMINISTRATOR FOR SAFEKEEPING?

At the time of enrollment, or at any later time, Participants may take advantage of the Plan's cost-free safekeeping services. Common Stock held in certificate form by a Participant may be deposited into the Plan, to be held by the Administrator or its nominee, by delivering a completed Enrollment Form and such certificates to the Administrator. Such certificates should not be endorsed. The Company strongly recommends that certificates be sent by registered or certified mail, with adequate insurance. However, the method used to submit certificates to the Administrator is at the option and risk of the Participant.

The shares of Common Stock so deposited will be transferred into the name of the Administrator or its nominee, as custodian, and credited to the Participant's Account. Thereafter, such shares of Common Stock will be treated in the same manner as shares of Common Stock purchased under the Plan and credited to the Participant's Account. References herein to shares of Common Stock credited to a Participant's Account will include shares of Common Stock deposited into the Plan for safekeeping unless otherwise indicated. CASH DIVIDENDS PAID ON SHARES OF COMMON STOCK CREDITED TO A PARTICIPANT'S ACCOUNT THAT WERE DEPOSITED INTO THE PLAN FOR SAFEKEEPING WILL AUTOMATICALLY BE REINVESTED IN SHARES OF COMMON STOCK UNLESS THE PARTICIPANT NOTIFIES THE ADMINISTRATOR OTHERWISE ON THE ENROLLMENT FORM.

16. CAN PARTICIPANTS SELL SHARES OF COMMON STOCK CREDITED TO THEIR ACCOUNTS?

Participants may request, at any time, that all or a portion of the shares of Common Stock credited to their Accounts be sold by delivering sale instructions to the Administrator. It is suggested that the stub portion of the Statement of Account be used to notify the Administrator of such sale instructions. ONLY WHOLE SHARES OF COMMON STOCK CREDITED TO A PARTICIPANT'S ACCOUNT MAY BE SOLD UNDER THE PLAN. The Administrator will forward the sale instructions to an Independent Agent within five business days of receipt (except as described in the following paragraph). An Independent Agent will sell such shares as soon as practicable after processing the request and will transmit to the Participant the proceeds of the sale. Sale requests may be accumulated, but sales transactions generally are made at least once a week on the open market at prevailing market prices. The applicable sales price will be the average price of all

shares sold by the Independent Agent on that day or, if the sale is to the Plan, the closing price on the date the Participant's sale request is executed. Proceeds of shares of Common Stock sold through the Plan will be paid to the Participant by check. The Independent Agent may commingle each Participant's funds with those of other Participants for the purpose of executing sale and purchase transactions and may offset sales of shares against purchases of shares to be made for Participants under the Plan with respect to the same Investment Date, resulting in a net purchase or a net sale of shares.

Except as described in the following sentence, if instructions for the sale of shares of Common Stock are received by the Administrator on or after an ex-dividend date but before the related Dividend Payment Date, the sale will be processed as described above and a separate check for the dividends will be mailed to the Participant following the Dividend Payment Date. If instructions for the sale of shares of Common Stock on which cash dividends are being reinvested are not received by the Administrator at least five business days prior to a Dividend Payment Date, the dividends paid on that Dividend Payment Date will be invested in Common Stock through the Plan, and (i) if the Participant's sale instructions cover less than all of the shares of Common Stock credited to such Participant's Account, the newly purchased shares will be credited to such Participant's Account or (ii) if the Participant's sale instructions cover all of the shares of Common Stock credited to such Participant's Account, the sale instructions will not be processed until after the dividends have been invested in Common Stock through the Plan at which time all of the shares credited to such Participant's Account, including the newly purchased shares, will be sold and the proceeds transmitted to the Participant.

#### 17. HOW DOES A PARTICIPANT TRANSFER ELIGIBLE SECURITIES?

From a Broker -- Owners of Eligible Securities held beneficially in "street name" may participate in the Plan with respect to such securities by either (i) transferring those Eligible Securities which they wish to be subject to the Plan into their own name and depositing shares of Common Stock into the Plan for safekeeping and/or electing to reinvest cash dividend or interest payments on such Eligible Securities in Common Stock or (ii) making arrangements with the record or registered holder (e.g., their bank, broker or trustee, who will become the Participant) of such securities to participate in the Plan on the beneficial owner's behalf. In order to transfer such securities under clause (i), a Participant must instruct the "street name" holder to transfer the Eligible Securities to the Participant or in the case of Common Stock to be deposited into the Plan for safekeeping, to the Administrator for credit to the Participant's Account. If the person is already a Participant, the Eligible Securities must be transferred to the Participant in the same name in which the Participant's Account is registered. If the person does not have an Account, participation in the Plan will commence when the Eligible Securities are registered in such person's name and a properly completed Enrollment Form is received by the Administrator.

To a Broker -- Participants wishing to transfer all or any part of the shares of Common Stock credited to their Accounts to a brokerage account may do so by delivering to the Administrator transfer instructions and a stock assignment (stock power) and other necessary documents, acceptable to the Administrator. The transfer instructions must specify the whole number of shares of Common Stock, if less than all of such shares credited to the Participant's Account and the name and address of the brokerage firm to which the shares are to be transferred, including the name of the specific broker handling the account and the broker's telephone number. It is suggested that the stub portion of the Statement of Account be used to provide such transfer instructions. The transfer will be handled as withdrawals described in the answers to Questions 10 and 11.

Gift or Transfer of Shares of Common Stock Within the Plan -- If a Participant wishes to transfer, whether by gift, private sale or otherwise, ownership of all or a part of the shares of Common Stock credited to such Participant's Account to the Account of another Participant or to establish by such transfer an Account for a person or entity not already a Participant, the Participant may do so by delivering to the Administrator transfer instructions and a stock assignment (stock power) and other necessary documents. It is suggested that the stub portion of the Statement of Account be used to provide such transfer instructions. The transfer will be effected as soon as practicable following the Administrator's receipt of the required documentation, subject to the provisions of the second paragraph under the answer to Question 11. No fraction of a share of Common Stock credited to a Participant's Account may be transferred unless the Participant's entire Account is transferred. Requests for interaccount transfers are subject to the same requirements as for the transfer of

securities generally, including the requirement of a guarantee of signature on the stock assignment. Stock power forms are available at local banks, brokerage firms and from the Administrator. (See the answer to Question 18 for the reinvestment level of dividends on shares of Common Stock credited to a Participant's Account after a transfer.)

Shares of Common Stock so transferred will be credited to the transferee's Account. Unless a transferee who is already a Participant otherwise directs the Administrator in writing by completion of an Enrollment Form, the reinvestment of cash dividends on the transferred shares will be made in proportion to the reinvestment level (i.e., full, partial or none) of the other shares of Common Stock credited to the transferee's Account. If the transferee is not already a Participant, an Account will be opened in the transferee's name and the transferee may make elections with regard to reinvestment of cash dividends on such transferred shares and other services provided by the Plan on the Enrollment Form that is provided. If such transferee does not make a reinvestment election, all dividends on such transferred shares will be reinvested to purchase shares of Common Stock. Unless otherwise requested by the transferor, transferees will be sent a Statement of Account showing the transfer of such shares into their Accounts. The transferor may request that such Statement of Account be returned to the transferor for personal delivery.

18. FOLLOWING THE WITHDRAWAL, SALE OR TRANSFER OF SHARES UNDER THE PLAN, HOW WILL DIVIDENDS ON ANY REMAINING SHARES CREDITED TO AN ACCOUNT BE REINVESTED?

If a Participant is reinvesting cash dividends paid on only a portion of the shares of Common Stock credited to the Participant's Account through the Plan and the Participant elects to sell, withdraw or transfer a portion of such shares, cash dividends on the remainder of the shares credited to the Participant's Account, up to the number of shares designated for reinvestment prior to such sale, withdrawal or transfer, will continue to be reinvested through the Plan, except where the Participant gives specific instructions to the contrary in connection with such sale, withdrawal or transfer. For example, if a Participant who had elected to have cash dividends reinvested through the Plan on 50 shares of a total of 100 shares of Common Stock credited to the Participant's Account elected to sell, withdraw or transfer 25 shares, cash dividends on 50 shares of the remaining 75 shares credited to the Account would be reinvested through the Plan. If instead the Participant elected to sell, withdraw or transfer 75 shares, cash dividends on the remaining 25 shares credited to the Account would be reinvested through the Plan.

19. WHAT REPORTS WILL BE SENT TO PARTICIPANTS?

Each Participant will receive a quarterly Statement of Account showing all transactions for the Participant's Account during the current calendar year, the number of shares of Common Stock credited to the Account, the amount of cash held in the Account and other information for the Account. Supplemental Statements of Account will be provided in months where the Participant has made an optional cash investment, deposited, transferred or withdrawn shares of Common Stock or had cash dividend or interest payments reinvested in Common Stock. PARTICIPANTS SHOULD RETAIN THESE STATEMENTS OF ACCOUNT IN ORDER TO ESTABLISH THE COST BASIS, FOR TAX PURPOSES, FOR SHARES OF COMMON STOCK ACQUIRED UNDER THE PLAN.

Participants will receive copies of all communications sent to holders of Common Stock. This may include annual reports to shareowners, proxy material, consent solicitation material and Internal Revenue Service information, if appropriate, for reporting dividend income. All notices, Statements of Account and other communications from the Administrator to Participants will be addressed to the latest address of record; therefore, it is important that Participants promptly notify the Administrator of any change of address.

20. HOW DOES A PARTICIPANT TERMINATE PARTICIPATION IN THE PLAN?

A Participant may at any time terminate participation in the Plan by notifying the Administrator. Unless otherwise indicated, a request to terminate participation will be treated as a withdrawal as described in the answers to Questions 10 and 11. Upon the Administrator's receipt of such written notification, the Participant will receive (i) a certificate for all of the whole shares of Common Stock credited to the Participant's

Account, (ii) any dividends, interest payments and cash investments credited to the Participant's Account and (iii) a check representing the proceeds of the sale of any fraction of a share of Common Stock credited to the Participant's Account.

Alternatively, a Participant may terminate participation and request that all of the shares of Common Stock credited to the Participant's Account be sold by the Administrator. It is suggested that this request be indicated on the stub portion of the Statement of Account. A request to terminate participation and sell the shares will be treated as a sale as described in the answer to Question 16.

21. WHO PAYS THE COSTS FOR ADMINISTERING THE PLAN?

The Company will pay all administrative costs and expenses associated with the Plan (other than administrative fees associated with maintaining an IRA account, see the answer to Question 23) and will pay all brokerage commissions and service fees for shares purchased or sold on the open market. There will be no brokerage commissions or related service charges for shares of Common Stock purchased directly from the Company.

22. WHAT HAPPENS IF THE COMPANY ISSUES A STOCK DIVIDEND, DECLARES A STOCK SPLIT, OR HAS A RIGHTS OFFERING?

Any shares distributed by the Company as a stock dividend on shares (including fractional shares) credited to a Participant's Account under the Plan, or upon any split of such shares, will be credited to the Participant's Account. Stock dividends or splits distributed on all other shares held by a Participant and registered in the Participant's own name will be mailed directly to the Participant. In a rights offering, a Participant's entitlement will be based upon the Participant's total holdings, including those credited to the Participant's Account under the Plan. Rights applicable to shares credited to a Participant's Account under the Plan will be sold by the Independent Agent and the proceeds will be credited to the Participant's Account under the Plan and applied as an optional cash payment to the purchase of shares. Any Participant who wishes to exercise, transfer or sell the rights applicable to the shares credited to the Participant's Account under the Plan must request, prior to the record date for the issuance of any such rights, that the whole shares credited to the Participant's Account be transferred from the Participant's Account and registered in the Participant's name.

23. CAN A PARTICIPANT USE THE PLAN TO ESTABLISH AN IRA?

Participants may use the Plan to establish an Individual Retirement Account (IRA) and to make contributions to the IRA or to roll over an existing IRA or other qualified plan distribution. After being furnished with a copy of this Prospectus, Participants may open an IRA by completing and signing an IRA Enrollment Form and returning it to the Administrator with an initial contribution. The minimum initial investment for an IRA Plan account is \$250. For the purpose of rolling over an existing IRA or a qualified plan distribution into the Plan, the Maximum Amount does not apply. IRA Enrollment Forms are available upon request from the Administrator. Investments in IRA's established under the Plan will be limited to shares of Common Stock. Participants will not be permitted to purchase or deposit other securities, whether of the Company or other issuers, through such IRA's.

For maintaining an IRA account, the Administrator will charge the Participant an annual administrative fee of \$20. If not paid separately by the Participant, the initial \$20 fee will be deducted from the initial investment when the IRA Enrollment Form is mailed to the Administrator. Thereafter, if not paid separately by the Participant, the annual fee will be deducted from the Participant's IRA Plan Account at the beginning of each year by cashing out any shares or fractions of shares sufficient to cover the amount of the fee. The Company will not pay any part of the administrative fees for maintaining IRA accounts.

24. HOW WILL A PARTICIPANT'S SHARES HELD UNDER THE PLAN BE VOTED AT MEETINGS OF SHAREOWNERS?

The shares credited to the Account of a Participant under the Plan will be voted in accordance with instructions of the Participant given on a proxy which will be furnished to the Participant or, if such

Participant desires to vote in person at the meeting, a proxy for shares credited to the Participant's Account under the Plan may be obtained upon written request received by the Administrator at least 15 days before the meeting. If a properly signed proxy card is returned without instructions, all of a Participant's shares credited to the Participant's Account under the Plan will be voted in accordance with the recommendations of the Company's Board of Directors in the same manner as for non-participating shareowners who return signed proxies and do not provide instructions. If the proxy card is not returned, or is returned unsigned, none of the Participant's Plan shares will be voted.

25. WHAT IS THE RESPONSIBILITY OF THE COMPANY AND THE ADMINISTRATOR UNDER THE PLAN?

In taking action in connection with the Plan, neither the Company, the Administrator, any Independent Agent nor any agent is liable for any act done in good faith, or for any omission to act in good faith, including, without limitation, any claim of liability arising out of failure to terminate a Participant's Account upon such Participant's death prior to the receipt of notice in writing of such death. Participants should recognize that neither the Company nor the Administrator can assure them of a profit or protect them against a loss on shares purchased by them under the Plan.

26. MAY THE PLAN BE AMENDED OR DISCONTINUED?

The Company has the unqualified right to suspend, amend or terminate the Plan at any time. This right enables the Company to make any change to the Plan that it deems appropriate. Any suspension, amendment or termination of the Plan will be announced by the Company to all Participants in the Plan.

27. WHO INTERPRETS AND REGULATES THE PLAN?

The officers of the Company are authorized to take such actions to carry out the Plan as may be consistent with the Plan's terms and conditions. The Company reserves the right to interpret and regulate the Plan as the Company deems desirable or necessary in connection with the Plan's operations.

28. CAN THE COMPANY TERMINATE A PARTICIPANT'S PARTICIPATION IN THE PLAN?

The Company reserves the right to terminate any Participant's participation in the Plan after written notice mailed in advance to such Participant at the address appearing on the Administrator's records. A Participant whose participation has been terminated will receive (i) a certificate for all of the whole shares of Common Stock credited to such Participant's Account, (ii) any dividends, interest payments and cash investments credited to such Participant's Account and (iii) a check representing the proceeds of the sale of any fraction of a share of Common Stock credited to such Participant's Account.

FEDERAL INCOME TAX CONSEQUENCES

The following is a brief summary of certain provisions of the Federal income tax laws as in effect on the date of this Prospectus. These provisions of the Federal income tax laws are subject to change. In those states which have income tax laws, the tax consequences of participation may differ. Since individual tax situations may vary, each Participant is urged to consult a tax advisor. The following discussion applies to reinvested dividends and interest and optional cash payments that are applied on or after January 1, 1986, to purchase OG&E Common Stock or Common Stock pursuant to the OG&E Plan or this Plan. For transactions pursuant to the OG&E Plan prior to January 1, 1986 (including the sale of any OG&E Common Stock acquired pursuant to the OG&E Plan prior to January 1, 1986), participants are urged to consult the Prospectus for the OG&E Plan, dated December 7, 1983. The following rules may not be applicable to certain Participants, such as tax-exempt entities (e.g., pension funds and IRA's) and foreign shareowners. These particular Participants are urged to consult their own tax advisors concerning the tax consequences applicable to their situation.

In general, Participants in the Plan have the same Federal income tax obligations with respect to their dividends and interest as do shareowners or mortgage bond holders who are not participating in the Plan. As a result, Participants will be treated for Federal income tax purposes as having received, on the dividend or

interest payment date, a dividend equal to the full amount of the cash dividend payable on such date with respect to the Participant's shares or an interest payment equal to the full amount of the cash interest payment payable on such date with respect to the Participant's first mortgage bonds, as the case may be, even though the amount is not actually received by the Participant in cash, but, instead, is applied pursuant to the Plan to the purchase of Common Stock. IN ADDITION, PARTICIPANTS WILL BE TREATED AS HAVING RECEIVED ADDITIONAL INCOME EQUAL TO THE PARTICIPANT'S SHARE OF BROKERAGE COMMISSIONS PAID BY THE COMPANY IN CONNECTION WITH THE PURCHASE OF SHARES ON THE OPEN MARKET. There are no brokerage commissions charged for shares purchased directly from the Company. Shares acquired with reinvested dividends or interest will have a tax basis equal to the amount paid for the shares, increased by any brokerage commissions treated as additional income to the Participant.

The purchase of Common Stock pursuant to the Plan with optional cash payments will not result in taxable income to the Participant except to the extent of any brokerage commissions paid by the Company. There are no brokerage commissions charged for shares purchased directly from the Company. Shares purchased with optional cash payments will have a tax basis equal to the amount paid for the shares, increased by any brokerage commission treated as taxable income to the Participant.

A Participant will not realize any taxable income when certificates for whole shares credited to the Participant's account under the Plan are issued to the Participant. However, Participants recognize gain or loss when shares acquired under the Plan (including fractions of a share) are sold at the request of participants through the Administrator or are sold by Participants themselves after withdrawal from or termination of the Plan. The amount of such gain or loss will be the difference between (i) the amount which the Participant receives for such shares or fraction of a share plus any brokerage commissions paid by the Company and (ii) the tax basis thereof.

#### PLAN OF DISTRIBUTION

The Common Stock being offered hereby is offered pursuant to the Plan, the terms of which provide for the purchase of shares of Common Stock, either newly issued shares or shares held in the treasury of the Company, directly from the Company, or, at the Company's option, by an Independent Agent on the open market. As of the date of this Prospectus, shares of Common Stock purchased for Participants under the Plan are being purchased in the open market by an Independent Agent. The Plan provides that the Company may not change its determination regarding the source of purchases of shares under the Plan more than once in any 12-month period. The primary consideration in determining the source of shares of Common Stock to be used for purchases under the Plan is expected to be the Company's need to increase equity capital. If the Company does not need to raise funds externally or if financing needs are satisfied using non-equity sources of funds to maintain the Company's targeted capital structure, shares of Common Stock purchased for Participants under the Plan will be purchased in the open market, subject to the aforementioned limitation on changing the source of shares of Common Stock.

The Company will pay all administrative costs and expenses associated with the Plan and any brokerage commissions and related service charges incurred on purchases and sales of shares of Common Stock made in the open market. There will be no brokerage commissions or related service charges for shares of Common Stock purchased directly from the Company.



## DESCRIPTION OF COMMON STOCK

The authorized capital stock of the Company includes 125,000,000 shares of Common Stock. Each share of Common Stock offered hereby includes an associated preferred stock purchase right (a "Right"). The shares of OG&E Series A Preferred Stock have been initially reserved for issuance upon exercise of the Rights. The description of each of the Common Stock and the Rights are incorporated by reference into this Prospectus. See "Incorporation of Certain Documents by Reference" for information on how to obtain a copy of these descriptions. At November 30, 1996, there were 40,362,721 shares of OG&E Common Stock issued and outstanding.

## EXPERTS

The consolidated financial statements and schedules incorporated by reference in this Prospectus and elsewhere in the registration statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in giving said reports.

## LEGAL OPINIONS

Certain legal matters in connection with the Common Stock offered hereby have been passed upon for the Company by Rainey, Ross, Rice & Binns.

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NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS OFFERING OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY OR OF THE PLAN SINCE THE DATE OF THIS PROSPECTUS OR THAT THE INFORMATION SET FORTH HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE.

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OGE ENERGY CORP.

3,000,000 SHARES

COMMON STOCK

(PAR VALUE \$.01 PER SHARE)

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PROSPECTUS

-----

AUTOMATIC DIVIDEND  
REINVESTMENT AND STOCK  
PURCHASE PLAN

JANUARY , 1997

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## 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 fees and expenses payable by the Registrant in connection with the issuance and sale of the Common Stock.

Registration fee under the Securities Act of 1933, as amended.....	\$ 36,078
State qualification fees and expenses.....	5,000
Printing.....	50,000
Accounting services.....	5,000
Legal fees to Company counsel.....	5,000
Miscellaneous, including travel, telephone tolls, stationery, postage and other out-of-pocket expenses.....	8,922
	-----
Total.....	\$110,000

All items are estimated except the first.

## ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Provisions of the Annotated Oklahoma Statutes provide that the Registrant may, and in some circumstances must, indemnify the directors and officers of the Registrant against liabilities and expenses incurred by any such person by reason of the fact that such person was serving in such capacity subject to certain limitations and conditions set forth in the statutes. Substantially similar provisions that require such indemnification are contained in the Registrant's Restated Certificate of Incorporation, which is filed herewith and incorporated herein by reference. The Registrant's Restated Certificate of Incorporation also contains provisions limiting the liability of the Registrant's directors in certain instances. The Registrant has an insurance policy covering its directors and officers against certain personal liability, which may include liabilities under the Securities Act of 1933.

## ITEM 16. EXHIBITS

4.01	-- Certificate of Incorporation, as amended.
4.02	-- Restated Certificate of Incorporation as of the effective date of the share exchange.
4.03	-- By-Laws.
4.04	-- Rights Agreement, dated August 7, 1995 between OGE Energy Corp. and Liberty National Trust Company of Oklahoma City, as Rights Agent (filed as Exhibit 4.01 to the Registrant's Form S-4 Registration Statement No. 33-61699 and incorporated by reference herein).
5.01	-- Opinion of counsel as to legality of the Common Stock offered hereby.
23.01	-- Consents of legal counsel and expert.
23.02	-- Consent of individuals named to become directors of OGE Energy (filed as Exhibit 23.03 to the Registrant's Form S-4 Registration Statement No. 33-61699 and incorporated by reference herein).

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\* Previously filed.

ITEM 17. UNDERTAKINGS

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 this 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.

The undersigned Registrant hereby also 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 this 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 this 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% 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 this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraph (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this 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; and

(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.

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 provisions described under Item 15 above, 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 Securities Act of 1933 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 Securities Act of 1933 and will be governed by the final adjudication of such issue.



SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1-A on Form S-3 to its Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City, and State of Oklahoma on the 13th day of December, 1996.

OGE ENERGY CORP.  
(Registrant)

By: /s/ STEVEN E. MOORE  
-----  
Steven E. Moore  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1-A on Form S-3 to the Registration Statement on Form S-4 has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ STEVEN E. MOORE ----- Steven E. Moore	Principal Executive Officer and Director; and	December 13, 1996
/s/ A.M. STRECKER ----- A.M. Strecker	Principal Financial and Accounting Officer and Director	December 13, 1996

## INDEX TO EXHIBITS

EXHIBIT NO. -----	DESCRIPTION -----
4.01	-- Certificate of Incorporation, as amended.
4.02	-- Restated Certificate of Incorporation as of the effective date of the share exchange.
4.03	-- By-Laws.
4.04	-- Rights Agreement, dated August 7, 1995 between OGE Energy Corp. and Liberty National Trust Company of Oklahoma City, as Rights Agent (filed as Exhibit 4.01 to the Registrant's Form S-4 Registration Statement No. 33-61699 and incorporated by reference herein).
5.01	-- Opinion of counsel as to legality of the Common Stock offered hereby.
23.01	-- Consents of legal counsel and expert.
23.02	-- Consent of individuals named to become directors of OGE Energy (filed as Exhibit 23.03 to the Registrant's Form S-4 Registration Statement No. 33-61699 and incorporated by reference herein).

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\* Previously filed.



FEE: \$1.00 PER \$1,000.00  
ON AUTHORIZED CAPITAL  
MINIMUM FEE: \$50.00

CERTIFICATE OF INCORPORATION  
(PROFIT)

FILE IN DUPLICATE

PRINT CLEARLY

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA

1. The name of this corporation is:

OG&E Holding Corp.

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(PLEASE REFER TO PROCEDURE SHEET FOR STATUTORY WORDS REQUIRED TO BE  
INCLUDED IN THE CORPORATE NAME).

2. The address of the registered office in the State of Oklahoma and the  
name of the registered agent at such address are:

A.M. Strecker, 101 North Robinson Oklahoma City, Oklahoma County, Oklahoma 73101

-----  
NAME NUMBER & STREET ADDRESS CITY COUNTY ZIP CODE

3. The duration of the corporation is:

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(PERPETUAL UNLESS OTHERWISE STATED)

4. The purpose or purposes for which the corporation is formed are:

to engage in any lawful act or activity for which corporations  
may be organized under the general corporation law of Oklahoma.

5.A. The aggregate number of shares which the corporation shall have  
authority to issue, the designation of each class, the number of shares of each  
class, and the par value of the shares of each class are as follows:

NUMBER OF SHARES	SERIES	PAR VALUE PER SHARE (OR, IF WITHOUT PAR VALUE, SO STATE)
Common 1,000		\$.01
-----		-----
Preferred 1,250,000		\$.01
-----		-----
TOTAL NO. SHARES: 1,251,000		TOTAL AUTHORIZED CAPITAL: 12,510.00
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5.B. The preferences and voting powers, restrictions or qualifications of the  
shares of Stock are set forth in Attachment A to the Certificate of  
Incorporation.

6. If the powers of the incorporator(s) are to terminate upon the filing of the certificate of incorporation, the names and mailing addresses of the persons who are to serve as directors:

NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

7. The name and mailing address of the incorporator(s).

NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
Nina Zalenski,	321 N. Clark Street, Suite 3300	Chicago	Illinois	60610
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

8. See Attachment B to the Certificate of Incorporation.

THE UNDERSIGNED, for the purposes of forming a corporation under the laws of the State of Oklahoma, do make, file and record this Certificate, and do certify that the facts herein stated are true, and have accordingly hereunto set my hand this 3rd day of August, 1995.

/s/Nina Zalenski

-----  
Signature

-----  
Signature

ATTACHMENT A TO CERTIFICATE OF INCORPORATION OF  
OG&E HOLDING CORP.

ARTICLE 5.B

A. AUTHORIZED CAPITAL STOCK. The total number of shares which the corporation shall have the authority to issue shall be 1,251,000 shares, of which 1,000 shares shall be Common Stock, par value \$.01 per share, and 1,250,000 shares shall be Preferred Stock, par value \$.01 per share.

B. COMMON STOCK. The Board of Directors is hereby authorized to cause shares of Common Stock, without par value, to be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors, or by way of stock split pro rata to the holders of the Common Stock. The Board of Directors may also determine the proportion of the proceeds received from the sale of such stock which shall be credited upon the books of the corporation to Capital or Capital Surplus.

Each share of the Common Stock shall be equal in all respects to every other share of the Common Stock. Subject to any special voting rights of the holders of Preferred Stock fixed by or pursuant to the provisions of Paragraph C of this Article 5.B, the shares of Common Stock shall entitle the holders thereof to one vote for each share upon all matters upon which shareholders have the right to vote.

No holder of shares of Common Stock shall be entitled as such as a matter of right to subscribe for or purchase any part of any new or additional issue of stock, or securities convertible into stock, of any class whatsoever, whether now or hereafter authorized, and whether issued for cash, property, services or otherwise.

After the requirements with respect to preferential dividends on Preferred Stock (fixed by or pursuant to the provisions of Paragraph C of this Article 5.B), if any, shall have been met and after the corporation shall have complied with all the requirements, if any, with respect to the setting aside of sums as sinking funds or redemption or purchase accounts (fixed by or pursuant to the provisions of Paragraph C of this Article 5.B) and subject further to any other conditions which may be fixed by or pursuant to the provisions of Paragraph C of this Article 5.B, then, but not otherwise, the holders of Common Stock shall be entitled to receive dividends, if any, as may be declared from time to time by the Board of Directors.

After distribution in full of the preferential amount (fixed by or pursuant to the provisions of Paragraph C of this Article 5.B), if any, to be distributed to the holders of Preferred Stock in the event of voluntary or involuntary liquidation, distribution or sale of assets, dissolution or winding up of the corporation, the holders of the Common Stock shall be entitled to receive all the remaining assets of the corporation, tangible and intangible, of whatever kind available for distribution to shareholders, ratably in proportion to the number of shares of Common Stock held by each.

C. PREFERRED STOCK. Shares of Preferred Stock may be divided into and issued in such series, on such terms and for such consideration as may from time to time be determined by the Board of Directors of the corporation. Each series shall be so designated as to distinguish the shares thereof from the shares of all other series and classes. All shares of Preferred Stock shall be identical, except as to variations between different series in the relative rights and preferences as permitted or contemplated by the next succeeding sentence. Authority is hereby vested in the Board of Directors of the corporation to establish out of shares of Preferred Stock which are authorized and unissued from time to time one or more series thereof and to fix and determine the following relative rights and preferences of shares of each such series:

- (1) the distinctive designation of, and the number of shares which shall constitute, the series and the "stated value" or "nominal value," if any, thereof;
- (2) the rate or rates of dividends applicable to shares of such series, which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time, and the dividend periods, including the date or dates on which dividends are payable;
- (3) the price at and the terms and conditions on which shares of such series may be redeemed;
- (4) the amount payable upon shares of such series in the event of the involuntary liquidation of the corporation;
- (5) the amount payable upon shares of such series in the event of the voluntary liquidation of the corporation;
- (6) sinking fund provisions for the redemption or purchase of shares of such series;
- (7) the terms and conditions on which shares of such series may be converted, if such shares are issued with the privilege of conversion;
- (8) the voting powers, if any, of the holders of shares of the series which may, without limiting the generality of the foregoing, include (i) the right to one or less than one vote per share on any or all matters voted upon by the shareholders and (ii) the right to vote, as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, upon such matters, under such circumstances and upon such conditions as the Board of Directors may fix, including, without limitation, the right, voting as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, to elect one or more directors of this corporation in the event there shall have been a failure to pay dividends on any one or more series of Preferred Stock or under such other circumstances and upon such conditions as the Board of Directors may determine; provided, however, that in no event shall a share of Preferred Stock have more than one vote; and

(9) any other such rights and preferences as are not inconsistent with the Oklahoma General Corporation Act.

No holder of any share of any series of Preferred Stock shall be entitled to vote for the election of directors or in respect of any other matter except as may be required by the Oklahoma General Corporation Act, as amended, or as is permitted by the resolution or resolutions adopted by the Board of Directors authorizing the issue of such series of Preferred Stock.

D. OTHER PROVISIONS

(1) The relative powers, preferences, and rights of each series of Preferred Stock in relation to the powers, preferences and rights of each other series of Preferred Stock shall, in each case, be as fixed from time to time by the Board of Directors in the resolution or resolutions adopted pursuant to authority granted in Paragraph C of this Article 5.B, and the consent by class or series vote or otherwise, of the holders of the Preferred Stock or such of the series of the Preferred Stock as are from time to time outstanding shall not be required for the issuance by the Board of Directors of any other series of Preferred Stock whether the powers, preferences and rights of such other series shall be fixed by the Board of Directors as senior to, or on a parity with, the powers, preferences and rights of such outstanding series, or any of them, provided, however, that the Board of Directors may provide in such resolution or resolutions adopted with respect to any series of Preferred Stock that the consent of the holders of a majority (or such greater proportion as shall be therein fixed) of the outstanding shares of such series voting thereon shall be required for the issuance of any or all other series of Preferred Stock.

(2) Subject to the provisions of Section 1 of this Paragraph D, shares of any series of Preferred Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

(3) Common Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

(4) No holder of any of the shares of any class or series of shares or securities convertible into such shares of any class or series of shares, or of options, warrants or other rights to purchase or acquire shares of any class or series of shares or of other securities of the corporation shall have any preemptive right to purchase, acquire, subscribe for any unissued shares of any class or series or any additional shares of any class or series to be issued by reason of any increase of the authorized capital stock of the corporation of any class or series, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for shares of any class or series, or carrying any right to purchase or acquire shares of any class or series, but any such unissued shares, additional authorized issue of shares of any class or series of shares or securities convertible into or exchangeable for shares, or carrying any right to purchase or acquire shares, may be issued and disposed of pursuant to resolution of the Board of Directors

to such persons, firms, corporations or associations, and upon such terms, as may be deemed advisable by the Board of Directors in the exercise of its sole discretion.

(5) The corporation reserves the right to increase or decrease its authorized capital shares, or any class or series thereof or to reclassify the same and to amend, alter, change or repeal any provision contained in the Certificate of Incorporation or in any amendment thereto, in the manner now or hereafter prescribed by law, but subject to such conditions and limitations as are hereinbefore prescribed, and all rights conferred upon shareholders in the Certificate of Incorporation of this corporation, or any amendment thereto, are granted subject to this reservation.

ATTACHMENT B TO CERTIFICATE OF INCORPORATION OF  
OG&E HOLDING CORP.

## ARTICLE 8

The Board of Directors shall have the power to adopt, amend and repeal the By-laws of the corporation to the maximum extent permitted from time to time by Oklahoma law; provided, however, that any By-laws adopted by the Board of Directors under the powers conferred hereby may be amended or repealed by the Board of Directors or by the stockholders having voting power with respect thereto.

CERTIFICATE OF THE VOTING POWERS, DESIGNATION,  
PREFERENCES, PARTICIPATING, OPTIONAL OR OTHER  
SPECIAL RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS  
OR RESTRICTIONS THEREOF, WHICH HAVE NOT BEEN  
SET FORTH IN THE CERTIFICATE OF  
INCORPORATION OR IN ANY AMENDMENT THERETO  
OF THE SERIES A PREFERRED STOCK  
(Par Value \$.01 Per Share)

OF

OG&E HOLDING CORP.

Pursuant to Section 1032 of the  
General Corporation Law of the State of Oklahoma

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of OG&E Holding Corp., an Oklahoma corporation (the "Company"), pursuant to unanimous written consent on August 7, 1995:

RESOLVED, that pursuant to authority conferred on the Board of Directors of the Company by its Certificate of Incorporation, a series of Preferred Stock, par value \$.01 per share, is created and the designation and amount thereof and the voting powers, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof, are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated "Series A Preferred Stock" and the number of shares constituting such series shall be 1,250,000. Shares of Series A Preferred Stock shall have a par value of \$.01 per share.

Section 2. Dividends and Distributions.

(A) Subject to the possible prior and superior rights of the holders of any shares of preferred stock of the Company ranking prior and superior to the shares of Series A Preferred Stock with respect to dividends, each holder of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for that purpose: (i) quarterly dividends payable in cash on January 20, April 20, July 20 and October 20 in each year (each such date being a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date



after the first issuance of such share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$5.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends declared on shares of the Common Stock of the Company, par value \$.01 per share (the "Common Stock"), since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of a share of Series A Preferred Stock, and (ii) subject to the provision for adjustment hereinafter set forth, quarterly distributions (payable in kind) on each Quarterly Dividend Payment Date in an amount per share equal to 100 times the aggregate per share amount of all non-cash dividends or other distributions (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock, by reclassification or otherwise) declared on shares of Common Stock since the immediately preceding Quarterly Dividend Payment Date, or with respect to the first Quarterly Dividend Payment Date, since the first issuance of a share of Series A Preferred Stock. If the Quarterly Dividend Payment Date is a Saturday, Sunday or legal holiday, then such Quarterly Dividend Payment Date shall be the first immediately preceding calendar day which is not a Saturday, Sunday or legal holiday. In the event that the Company shall at any time after August 7, 1995 (the "Rights Declaration Date") (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case, the amount to which the holder of a share of Series A Preferred Stock was entitled immediately prior to such event pursuant to the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Company shall declare a dividend or distribution on shares of Series A Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the shares of Common Stock (other than a dividend payable in shares of Common Stock); provided, however, that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$5.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and shall be cumulative on each outstanding share of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issuance of such share of Series A Preferred Stock, unless the date of issuance of such share is prior to the record date for the first Quarterly Dividend Payment Date, in which case, dividends on such share shall begin to accrue from the date of issuance of such share, or unless the date of issuance is a Quarterly Dividend Payment Date or is a

date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on shares of Series A Preferred Stock in an amount less than the aggregate amount of all such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all shares of Series A Preferred Stock at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the date fixed for the payment thereof.

(D) Dividends payable on the Series A Preferred Stock for the initial dividend period and for any period less than a full quarterly period, shall be computed on the basis of a 360-day year of 30-day months.

Section 3. Voting Rights. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(A) Each share of Series A Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the shareholders of the Company.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of shareholders of the Company.

(C) If at the time of any annual meeting of shareholders for the election of directors a "default in preference dividends" on the Series A Preferred Stock shall exist, the holders of the Series A Preferred Stock shall have the right at such meeting, voting together as a single class, to the exclusion of the holders of Common Stock, to elect two (2) directors of the Company. Such right shall continue until there are no dividends in arrears upon the Series A Preferred Stock. Either or both of the two directors to be elected by the holders of the Series A Preferred Stock may be to fill a vacancy or vacancies created by an increase by the Board of Directors in the number of directors constituting the Board of Directors. Each director elected by the holders of Preferred Stock (a "Preferred Director") shall continue to serve as such director for the full term for which he or she shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed by, and shall not be removed except by, the vote of the holders of record of the outstanding Series A Preferred Stock voting together as a single class, at a meeting of the

shareholders or of the holders of Preferred Stock called for the purpose. So long as a default in preference dividends on the Series A Preferred Stock shall exist, (i) any vacancy in the office of a Preferred Director may be filled (except as provided in the following clause (ii)) by an instrument in writing signed by the remaining Preferred Director and filed with the Company and (ii) in the case of the removal of any Preferred Director, the vacancy may be filled by the vote of the holders of the outstanding Series A Preferred Stock voting together as a single class, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. For the purposes hereof, a "default in preference dividends" on the Preferred Stock shall be deemed to have occurred whenever the amount of accrued and unpaid dividends upon the Series A Preferred Stock shall be equivalent to six (6) full quarterly dividends or more, and having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all Series A Preferred Stock then outstanding shall have been paid to the end of the last preceding quarterly dividend period. The provisions of this paragraph (C) shall govern the election of Directors by holders of Series A Preferred Stock during any default in preference dividends notwithstanding any provisions of the Company's Certificate of Incorporation to the contrary.

(D) Except as set forth herein, holders of shares of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of shares of Common Stock as set forth herein) for taking any corporate action.

#### Section 4. Certain Restrictions.

(A) Until all accrued and unpaid dividends and distributions, whether or not declared, on outstanding shares of Series A Preferred Stock shall have been paid in full, the Company shall not:

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of junior stock;

(ii) declare or pay dividends on or make any other distributions on any shares of parity stock, except dividends paid ratably on shares of Series A Preferred Stock and shares of all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of such Series A Preferred Stock and all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any junior stock, provided, however, that the Company may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any other junior stock;

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock or any shares of parity stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Company shall not permit any subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Required Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Company in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth in the Certificate of Incorporation of the Company creating a series of Preferred Stock or any similar shares or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up.

(A) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, no distributions shall be made (i) to the holders of shares of junior stock unless the holders of Series A Preferred Stock shall have received, subject to adjustment as hereinafter provided in paragraph (B), the greater of either (a) \$100.00 per share plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (b) an amount per share equal to 100 times the aggregate per share amount to be distributed to holders of shares of Common Stock or (ii) to the holders of shares of parity stock, unless simultaneously therewith distributions are made ratably on shares of Series A Preferred Stock and all other shares of such parity stock in proportion to the total amounts to which the holders of shares of Series A Preferred Stock are entitled under clause (i)(a) of this Sentence and to which the holders of shares of such parity stock are entitled, in each case, upon such liquidation, dissolution or winding up.

(B) In the event the Company shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such

case, the aggregate amount to which holders of Series A Preferred Stock were entitled immediately prior to such event pursuant to clause (i) (b) of paragraph (A) of this Section 6 shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the number of shares of Commons Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Company shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then in any such case, each share of Series A Preferred Stock shall at the same time be similarly exchanged for or converted into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is converted or exchanged. In the event the Company shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case, the amount set forth in the immediately preceding sentence with respect to the exchange or conversion of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. Redemption. The shares of Series A Preferred Stock shall not be redeemable.

Section 9. Ranking. The shares of Series A Preferred Stock shall rank junior to all other series of the Preferred Stock and to any other class of preferred stock that hereafter may be issued by the Company as to the payment of dividends and the distribution of assets, unless the terms of any such series or class shall provide otherwise.

Section 10. Amendment. The provisions of this Certificate of Designation shall not hereafter be amended, either directly or indirectly, or through merger or consolidation with another corporation, in any manner that would alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, voting separately as a class.

Section 11. Fractional Shares. The Series A Preferred Stock may be issued in fractions of a share, which fractions shall entitle the holder, in proportion to such holder's fractional shares, to

exercise voting rights, receive dividends, participate in distributions, and to have the benefit of all other rights of holders of Series A Preferred Stock.

Section 12. Certain Definitions. As used herein with respect to the Series A Preferred Stock, the following terms shall have the following meanings:

(A) The term "junior stock" (i) as used in Section 4, shall mean the Common Stock and any other class or series of capital stock of the Company hereafter authorized or issued over which the Series A Preferred Stock has preference or priority as to the payment of dividends, and (ii) as used in Section 6, shall mean the Common Stock and any other class or series of capital stock of the Company over which the Series A Preferred Stock has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Company.

(B) The term "parity stock" (i) as used in Section 4, shall mean any class or series of stock of the Company hereafter authorized or issued ranking pari passu with the Series A Preferred Stock as to dividends, and (ii) as used in Section 6, shall mean any class or series of stock of the Company ranking pari passu with the Series A Preferred Stock in the distribution of assets on any liquidation, dissolution or winding up.

IN WITNESS WHEREOF, OG&E Holding Corp. has caused this Certificate to be signed and attested on August 7, 1995.

By: /s/ J.G. Harlow, Jr.  
-----  
J.G. Harlow, Jr.  
President and Chief Executive  
Officer

ATTEST:

By: /s/ A.M. Strecker  
-----  
A.M. Strecker  
Vice President, Secretary  
and Treasurer

PRINT CLEARLY

SOS CORP. KEY:

-----

AMENDED  
CERTIFICATE OF INCORPORATION  
(AFTER RECEIPT OF PAYMENT OF STOCK)

PLEASE NOTE: This Form MUST be filed with a letter from the Oklahoma Tax Commission stating the franchise tax has been paid for the current fiscal year. If the authorized capital is increased in excess of fifty thousand dollars (\$50,000.00), the filing fee shall be an amount equal to one-tenth of one percent (1/10 of 1%) of such increase.

TO THE SECRETARY OF STATE OF OKLAHOMA

The undersigned Oklahoma corporation, for the purpose of amending its certificate of incorporation as provided by Section 1077 of the Oklahoma General Corporation Act, hereby certifies:

- 1. A. The name of the corporation is: OG&E Holding Corp.
- B. As amended: The name of the corporation has been changed to:  
OGE Energy Corp.

- 2. A. No change, as filed  .
- B. As amended: The address of the registered office in the State of Oklahoma and the name of the registered agent at such address is:

NAME	STREET ADDRESS	CITY	COUNTY	ZIP CODE
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- 3. A. No change, as filed  .
- B. As amended: The duration of the corporation is: \_\_\_\_\_

- 4. A. No change, as filed  .
- B. As amended: The purpose or purposes for which the corporation is formed are:



5. A. No change, as filed X .  
-----

B. As amended: The aggregate number of the authorized shares, itemized by class, par value of shares, shares without par value, and series, if any, within a class is:

NUMBER OF SHARES	SERIES	PAR VALUE PER SHARE
Common		
-----		-----
Preferred		
-----		-----
TOTAL NO. SHARES:	TOTAL AUTHORIZED CAPITAL:	
-----	-----	

That at a meeting of the Board of Directors, a resolution was duly adopted setting forth the foregoing proposed amendment(s) to the Certificate of Incorporation of said corporation, declaring said amendment(s) to be advisable and calling a meeting of the shareholders of said corporation for consideration thereof.

That thereafter, pursuant to said resolution of its Board of Directors, a meeting of the shareholders of said corporation was duly called and held, at which meeting the necessary number of shares as required by statute were voted in favor of the amendments(s).

SUCH AMENDMENT(S) WAS DULY ADOPTED IN ACCORDANCE WITH 18 O.S., Section 1077.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary this 29th day of September, 1995.

OG&E Holding Corp.  
-----  
(EXACT CORPORATE NAME)  
  
/s/James G. Harlow, Jr.  
-----  
By: President  
  
James G. Harlow, Jr.  
-----  
(PLEASE PRINT NAME)

ATTEST:  
  
/s/ Irma B. Elliott  
-----  
Secretary  
  
Irma B. Elliott  
-----  
(PLEASE PRINT NAME)

RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
OGE ENERGY CORP.

I.

The name of this corporation shall be "OGE Energy Corp."

II.

The address of its Registered Office in the State of Oklahoma is 101 North Robinson, in the City of Oklahoma City, County of Oklahoma and the name of its Registered Agent at such address is Ms. Irma B. Elliott.

III.

The purpose for which this corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.

IV.

A. AUTHORIZED CAPITAL STOCK. The total number of shares which the corporation shall have the authority to issue shall be 130,000,000 shares, of which 125,000,000 shares shall be Common Stock, without par value \$.01 per share, and 5,000,000 shares shall be Preferred Stock, par value \$.01 per share.

B. COMMON STOCK. The Board of Directors is hereby authorized to cause shares of Common Stock, par value \$.01 per share, to be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors, or by way of stock split pro rata to the holders of the Common Stock. The Board of Directors may also determine the proportion of the proceeds received from the sale of such stock which shall be credited upon the books of the corporation to Capital or Capital Surplus.

Each share of the Common Stock shall be equal in all respects to every other share of the Common Stock. Subject to any special voting rights of the holders of Preferred Stock fixed by or pursuant to the provisions of Section C of this Article IV, the shares of Common Stock shall entitle the holders thereof to one vote for each share upon all matters upon which shareholders have the right to vote.

No holder of shares of Common Stock shall be entitled as such as a matter of right to subscribe for or purchase any part of any new or additional issue of stock, or securities convertible into stock, of any class whatsoever, whether now or hereafter authorized, and whether issued for cash, property, services or otherwise.

After the requirements with respect to preferential dividends on Preferred Stock (fixed by or pursuant to the provisions of Section C of this Article IV), if any, shall have been met and after the corporation shall have complied with all the requirements, if any, with respect to the setting aside of sums as sinking funds or redemption or purchase accounts (fixed by or pursuant to the provisions of Section C of this Article IV) and subject further to any other conditions which may be fixed by or pursuant to the provisions of Section C of this Article IV, then, but not otherwise, the holders of Common Stock shall be entitled to receive dividends, if any, as may be declared from time to time by the Board of Directors.

After distribution in full of the preferential amount (fixed by or pursuant to the provisions of Section C of this Article IV), if any, to be distributed to the holders of Preferred Stock in the event of voluntary or involuntary liquidation, distribution or sale of assets, dissolution or winding up of the corporation, the holders of the Common

Stock shall be entitled to receive all the remaining assets of the corporation, tangible and intangible, of whatever kind available for distribution to shareholders, ratably in proportion to the number of shares of Common Stock held by each.

C. PREFERRED STOCK. Shares of Preferred Stock may be divided into and issued in such series, on such terms and for such consideration as may from time to time be determined by the Board of Directors of the corporation. Each series shall be so designated as to distinguish the shares thereof from the shares of all other series and classes. All shares of Preferred Stock shall be identical, except as to variations between different series in the relative rights and preferences as permitted or contemplated by the next succeeding sentence. Authority is hereby vested in the Board of Directors of the corporation to establish out of shares of Preferred Stock which are authorized and unissued from time to time one or more series thereof and to fix and determine the following relative rights and preferences of shares of each such series:

- (1) the distinctive designation of, and the number of shares which shall constitute, the series and the "stated value" or "nominal value," if any, thereof;
- (2) the rate or rates of dividends applicable to shares of such series, which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time, and the dividend periods, including the date or dates on which dividends are payable;
- (3) the price at and the terms and conditions on which shares of such series may be redeemed;
- (4) the amount payable upon shares of such series in the event of the involuntary liquidation of the corporation;
- (5) the amount payable upon shares of such series in the event of the voluntary liquidation of the corporation;
- (6) sinking fund provisions for the redemption or purchase of shares of such series;
- (7) the terms and conditions on which shares of such series may be converted, if such shares are issued with the privilege of conversion;
- (8) the voting powers, if any, of the holders of shares of the series which may, without limiting the generality of the foregoing, include (i) the right to one or less than one vote per share on any or all matters voted upon by the shareholders and (ii) the right to vote, as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, upon such matters, under such circumstances and upon such conditions as the Board of Directors may fix, including, without limitation, the right, voting as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, to elect one or more directors of this corporation in the event there shall have been a failure to pay dividends on any one or more series of Preferred Stock or under such other circumstances and upon such conditions as the Board of Directors may determine; provided, however, that in no event shall a share of Preferred Stock have more than one vote; and
- (9) any other such rights and preferences as are not inconsistent with the Oklahoma General Corporation Act.

No holder of any share of any series of Preferred Stock shall be entitled to vote for the election of directors or in respect of any other matter except as may be required by the Oklahoma General Corporation Act, as amended, or as is permitted by the resolution or resolutions adopted by the Board of Directors authorizing the issue of such series of Preferred Stock.

## D. OTHER PROVISIONS

(1) The relative powers, preferences, and rights of each series of Preferred Stock in relation to the powers, preferences and rights of each other series of Preferred Stock shall, in each case, be as fixed from time to time by the Board of Directors in the resolution or resolutions adopted pursuant to authority granted in Section C of this Article IV, and the consent by class or series vote or otherwise, of the holders of the Preferred Stock or such of the series of the Preferred Stock as are from time to time outstanding shall not be required for the issuance by the Board of Directors of any other series of Preferred Stock whether the powers, preferences and rights of such other series shall be fixed by the Board of Directors as senior to, or on a parity with, the powers, preferences and rights of such outstanding series, or any of them, provided, however, that the Board of Directors may provide in such resolution or resolutions adopted with respect to any series of Preferred Stock that the consent of the holders of a majority (or such greater proportion as shall be therein fixed) of the outstanding shares of such series voting thereon shall be required for the issuance of any or all other series of Preferred Stock.

(2) Subject to the provisions of paragraph 1 of this Section D, shares of any series of Preferred Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

(3) Common Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

(4) No holder of any of the shares of any class or series of shares or securities convertible into such shares of any class or series of shares, or of options, warrants or other rights to purchase or acquire shares of any class or series of shares or of other securities of the corporation shall have any preemptive right to purchase, acquire, subscribe for any unissued shares of any class or series or any additional shares of any class or series to be issued by reason of any increase of the authorized capital stock of the corporation of any class or series, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for shares of any class or series, or carrying any right to purchase or acquire shares of any class or series, but any such unissued shares, additional authorized issue of shares of any class or series of shares or securities convertible into or exchangeable for shares, or carrying any right to purchase or acquire shares, may be issued and disposed of pursuant to resolution of the Board of Directors to such persons, firms, corporations or associations, and upon such terms, as may be deemed advisable by the Board of Directors in the exercise of its sole discretion.

(5) The corporation reserves the right to increase or decrease its authorized capital shares, or any class or series thereof or to reclassify the same and to amend, alter, change or repeal any provision contained in the Certificate of Incorporation or in any amendment thereto, in the manner now or hereafter prescribed by law, but subject to such conditions and limitations as are hereinbefore prescribed, and all rights conferred upon shareholders in the Certificate of Incorporation of this corporation, or any amendment thereto, are granted subject to this reservation.

## V.

The name and mailing address of the sole incorporator is:

Ms. Nina Zalenski  
321 North Clark Street  
Suite 3400  
Chicago, Illinois 60610

## VI.

## A. VOTE REQUIRED FOR CERTAIN BUSINESS COMBINATIONS.

(1) In addition to any affirmative vote required by law or this Article VI or any other Article hereof, and except as otherwise expressly provided in Section B of this Article VI:

(a) any merger or consolidation of the corporation or any Subsidiary (as hereinafter defined) with (i) any Interested Shareholder (as hereinafter defined) or (ii) any other corporation (whether or not itself an Interested Shareholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Shareholder; or

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Shareholder or any Affiliate of any Interested Shareholder of any assets of the corporation or any Subsidiary having an aggregate Fair Market Value of \$25,000,000 or more; or

(c) the issuance or transfer by the corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the corporation or any Subsidiary to any Interested Shareholder or any Affiliate of any Interested Shareholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate Fair Market Value of \$25,000,000 or more, other than the issuance of securities upon the conversion of convertible securities of the corporation or any Subsidiary which were not acquired by such Interested Shareholder (or such Affiliate) from the corporation or a Subsidiary; or

(d) the adoption of any plan or proposal for the liquidation or dissolution of the corporation proposed by or on behalf of an Interested Shareholder or any Affiliate of any Interested Shareholder; or

(e) any reclassification of securities (including any reverse stock split), or recapitalization of the corporation, or any merger or consolidation of the corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Shareholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class or series of stock or securities convertible into stock of the corporation or any Subsidiary which is directly or indirectly owned by any Interested Shareholder or any Affiliate of any Interested Shareholder;

shall require the affirmative vote of the holders of at least 80% of the voting power of the then outstanding shares of stock of the corporation entitled to vote generally in the election of directors (the "Voting Stock"), voting together as a single class (it being understood that for purposes of this Article VI, each share of the Voting Stock shall have the number of votes granted to it pursuant to Article IV hereof). Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law, by any provision hereof, or in any agreement with any national securities exchange or otherwise.

(2) The term "Business Combination" as used in this Article VI shall mean any transaction which is referred to in any one or more subparagraphs (a) through (e) of paragraph 1 of this Section A.

B. WHEN HIGHER VOTE IS NOT REQUIRED. The provisions of Section A of this Article VI shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as is required by law and any other provision of any Article hereof, if all of the conditions specified in either of the following paragraphs 1 and 2 are met:

(1) The Business Combination shall have been approved by a majority of the Disinterested Directors (as hereinafter defined).

(2) All of the following conditions shall have been met:



(a) The aggregate amount of the cash and the Fair Market Value (as hereinafter defined) as of the date of the consummation of the Business Combination of any consideration other than cash to be received per share by holders of Common Stock in such Business Combination shall be at least equal to the higher of the following:

I. (if applicable) the Highest Per Share Price (as hereinafter defined) (including the brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of Common Stock beneficially owned by the Interested Shareholder which were acquired beneficially by such Interested Shareholder (X) within the two-year period immediately prior to the first public announcement of the proposal of the Business Combination (the "Announcement Date") or (Y) in the transaction in which it became an Interested Shareholder, whichever is higher; and

II. the Fair Market Value per share of Common Stock on the Announcement Date or on the date on which the Interested Shareholder became an Interested Shareholder (such later date is referred to in this Article VI as the "Determination Date"), whichever is higher.

(b) The aggregate amount of the cash and the Fair Market Value as of the date of the consummation of the Business Combination of consideration other than cash to be received per share by holders of shares of any class or series of outstanding Voting Stock other than the Common Stock shall be at least equal to the highest of the following (it being intended that the requirements of this subparagraph (b) shall be required to be met with respect to every such class or series of outstanding Voting Stock, whether or not the Interested Shareholder beneficially owns any shares of a particular class or series of Voting Stock):

I. (if applicable) the Highest Per Share Price (as hereinafter defined) (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of such class or series of Voting Stock beneficially owned by the Interested Shareholder which were acquired beneficially by such Interested Shareholder (X) within the two-year period immediately prior to the Announcement Date or (Y) in the transaction in which it became an Interested Shareholder, whichever is higher;

II. (if applicable) the highest preferential amount per share to which the holders of shares of such class or series of Voting Stock are entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation; and

III. the Fair Market Value per share of such class or series of Voting Stock on the Announcement Date or on the Determination Date, whichever is higher.

(c) The consideration to be received by holders of a particular class or series of outstanding Voting Stock (including Common Stock) shall be in cash or in the same form as was previously paid in order to acquire beneficially shares of such class or series of Voting Stock that are beneficially owned by the Interested Shareholder and, if the Interested Shareholder beneficially owns shares of any class or series of Voting Stock that were acquired with varying forms of consideration, the form of consideration to be received by holders of such class or series of Voting Stock shall be either cash or the form used to acquire beneficially the largest number of shares of such class or series of Voting Stock beneficially acquired by it prior to the Announcement Date.

(d) After such Interested Shareholder has become an Interested Shareholder and prior to the consummation of such Business Combination: (i) except as approved by a majority of the Disinterested Directors, there shall have been no failure to declare and pay at the regular dates therefor the full amount of any dividends (whether or not cumulative) payable on any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation; (ii) there shall have been (x) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Disinterested Directors, and (y) an increase in





such annual rate of dividends (as necessary to prevent any such reduction) in the event of any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate was approved by a majority of the Disinterested Directors; and (iii) such Interested Shareholder shall have not become the beneficial owner of any additional shares of Voting Stock except as part of the transaction which results in such Interested Shareholder becoming an Interested Shareholder.

(e) After such Interested Shareholder has become an Interested Shareholder, such Interested Shareholder shall not have received the benefit, directly or indirectly (except proportionally as a stockholder), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the corporation, whether in anticipation of or in connection with such Business Combination or otherwise.

(f) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934 and the rules and regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to public shareholders of the corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act or subsequent provisions).

C. CERTAIN DEFINITIONS. For the purposes of this Article VI:

(1) A "person" shall mean any individual, firm, corporation or other entity.

(2) "Interested Shareholder" shall mean any person (other than the corporation or any Subsidiary) who or which:

(a) is the beneficial owner, directly or indirectly, of more than 10% of the voting power of the outstanding Voting Stock; or

(b) is an Affiliate of the corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 10% or more of the voting power of the then outstanding Voting Stock; or

(c) is an assignee of or has otherwise succeeded to any shares of Voting Stock that were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

(3) A person shall be a "beneficial owner" of any Voting Stock:

(a) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns, directly or indirectly; or

(b) which such person or any of its Affiliates or Associates has (i) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) the right to vote or direct the vote pursuant to any agreement, arrangement or understanding; or

(c) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purposes of acquiring, holding, voting or disposing of any shares of Voting Stock.

(4) For the purposes of determining whether a person is an Interested Shareholder pursuant to paragraph 2 of this Section C, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of paragraph 3 of this Section C but shall not include any other shares of Voting Stock which may be issuable pursuant to any agreement, arrangement or understanding or upon exercise of conversion rights, warrants or options, or otherwise.

(5) "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations, under the Securities Exchange Act of 1934, as in effect on November 16, 1995.

(6) "Subsidiary" means any corporation of which a majority of any class of equity security is owned, directly or indirectly, by the corporation or by a Subsidiary of the corporation or by the corporation and one or more Subsidiaries; provided, however, that for the purposes of the definition of Interested Shareholder set forth in paragraph 2 of this Section C, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity security is owned, directly or indirectly, by the corporation.

(7) "Disinterested Director" means any member of the Board of Directors of the corporation who is unaffiliated with, and not a nominee or representative of, the Interested Shareholder and was a member of the Board of Directors prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Disinterested Director who is unaffiliated with, and not a nominee or representative of, the Interested Shareholder and who is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

(8) "Fair Market Value" means: (a) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange-Listed Stocks, or, if such stock is not quoted on the Composite Tape on the New York Stock Exchange, or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing sales price or bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use, or if no such quotations are available, the fair market value on the date in question of a share of such stock as determined by a majority of the Disinterested Directors in good faith, in each case with respect to any class of stock, appropriately adjusted for any dividend or distribution in shares of such stock or any stock split or reclassification of outstanding shares of such stock into a greater number of shares of such stock or any combination or reclassification of outstanding shares of such stock into a smaller number of shares of such stock; and (b) in the case of stock of any class or series which is not traded on any United States registered securities exchange nor in the over-the-counter market or in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by a majority of the Disinterested Directors in good faith.

(9) References to "Highest Per Share Price" shall in each instance, with respect to any class of stock, reflect an appropriate adjustment for any dividend or distribution in shares of such stock or any stock split or reclassification of outstanding shares of such stock into a greater number of shares of such stock or any combination or reclassification of outstanding shares of such stock into a smaller number of shares of such stock.

(10) In the event of any Business Combination in which the corporation survives, the phrase "consideration other than cash to be received" as used in subparagraphs (a) and (b) of paragraph 2 of Section B of this Article VI shall include the shares of Common Stock and/or the shares of any other class of outstanding Voting Stock retained by the holders of such shares.

D. POWERS OF THE BOARD OF DIRECTORS. A majority of the Disinterested Directors of the corporation shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article VI, including without limitation, (a) whether a person is an Interested Shareholder, (b) the number of shares of Voting Stock beneficially owned by any person, (c) whether a person is an Affiliate or Associate of another, (d) whether the assets which are the subject of any Business



Combination have, or the consideration to be received for the issuance or transfer of securities by the corporation or any Subsidiary in any Business Combination has, an aggregate Fair Market Value of \$25,000,000 or more and (e) whether the requirements of Section B of this Article VI have been met.

E. NO EFFECT ON FIDUCIARY OBLIGATIONS OF INTERESTED SHAREHOLDERS. Nothing contained in this Article VI shall be construed to relieve any Interested Shareholder from any fiduciary obligation imposed by law.

F. AMENDMENT OR REPEAL. Notwithstanding any other provisions of this Article VI or of any other Article hereof, or of the By-laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article VI, any other Article hereof, or the By-laws of the corporation), the provisions of this Article VI may not be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding Voting Stock, voting together as a single class.

## VII.

A. ELECTION AND TERMS OF DIRECTORS. Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, the directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the By-laws of the corporation, one class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1996, another class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1997, and another class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1998, with each class to hold office until its successor is elected and qualified. At each annual meeting of shareholders of the corporation and except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of shareholders held in the third year following the year of their election.

B. SHAREHOLDER NOMINATION OF DIRECTOR CANDIDATES AND INTRODUCTION OF BUSINESS. Advance notice of shareholder nominations for the election of directors, and advance notice of business to be brought by shareholders before an annual meeting of shareholders, shall be given in the manner provided in the By-laws of the corporation.

C. NEWLY CREATED DIRECTORSHIPS AND VACANCIES. Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances: (i) newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors; (ii) any director elected in accordance with the preceding clause (i) shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified; and (iii) no decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

D. REMOVAL. Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, any director may be removed from office, with or without cause, only by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the corporation's stock entitled to vote generally, voting together as a single class. Whenever in this Article VII or in Article VIII hereof or in Article IX hereof, the



phrase "the then outstanding shares of the corporation's stock entitled to vote generally" is used, such phrase shall mean each then outstanding share of Common Stock and of any other class or series of the corporation's stock that is entitled to vote generally in the election of directors and whose voting privileges are not generally restricted by any of the provisions of any Article hereof.

E. AMENDMENT OR REPEAL. Notwithstanding any other provisions of this Article VII or of any other Article hereof or of the By-laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article VII, any other Article hereof, or the By-laws of the corporation), the provisions of this Article VII may not be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the corporation's stock entitled to vote generally, voting together as a single class.

#### VIII.

Any action required or permitted to be taken by the shareholders of the corporation must be effected at a duly called annual or special meeting of such holders and, except as otherwise mandated by Oklahoma law, may not be effected without such a meeting by any consent in writing by such holders. Except as otherwise mandated by Oklahoma law and except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, special meetings of shareholders of the corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors or by the President of the corporation. Notwithstanding any other provisions of this Article VIII or of any other Article hereof or of the By-laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article VIII, any other Article hereof, or the By-laws of the corporation), the provisions of this Article VIII may not be altered amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the corporation's stock entitled to vote generally, voting together as a single class.

#### IX.

The Board of Directors shall have power to adopt, amend and repeal the By-laws of the corporation to the maximum extent permitted from time to time by Oklahoma law; provided, however, that any By-laws adopted by the Board of Directors under the powers conferred hereby may be amended or repealed by the Board of Directors or by the shareholders having voting power with respect thereto, except that, and notwithstanding any other provisions of this Article IX or of any other Article hereof or of the By-laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article IX, any other Article hereof or the By-laws of the corporation), no provision of Section 1.1 of Article 1 of the By-laws, or of Section 4.2, Section 4.12 or Section 4.14 of Article IV of the By-laws, or of Section 5.2 or Section 5.3 of Article V the By-laws may be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the corporation's stock entitled to vote generally, voting together as a single class. Notwithstanding any other provisions of this Article IX or of any other Article hereof or of the By-laws of the corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article IX, any other Article hereof or the By-laws of the corporation), the provisions of this Article IX may not be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the corporation's stock entitled to vote generally, voting together as a single class.

## X.

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1053 of the Oklahoma General Corporation Act, or (iv) for any transaction from which the director derived any improper personal benefit. If the Oklahoma General Corporation Act is amended after approval by the shareholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Oklahoma General Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

## XI.

A. RIGHT TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee or in any other capacity while serving as a director, officer or employee, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Oklahoma General Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who had ceased to be a director, officer or employee and shall inure to the benefit of the indemnitee's heirs, executor and administrators; provided, however, that, except as provided in Section B of this Article XI with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. Any person who is or was a director or officer of a subsidiary of the corporation shall be deemed to be serving in such capacity at the request of the corporation for purposes of this Article XI. The right to indemnification conferred in this Article shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Oklahoma General Corporation Act requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service with respect to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise. The rights to indemnification and advancement of expenses conferred in this Section A shall be a contract right.

B. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under Section A of this Article XI is not paid in full by the corporation within sixty days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee also shall be entitled to be paid the expense of





prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and in (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Oklahoma General Corporation Act. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Oklahoma General Corporation Act, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article XI or otherwise shall be on the corporation.

C. NON-EXCLUSIVITY OF RIGHTS. The rights to indemnification and to the advancement of expenses conferred in this Article XI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, these Articles of Incorporation, any By-law, any agreement, any vote of shareholders or disinterested directors or otherwise.

D. INSURANCE. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Oklahoma General Corporation Act.

E. INDEMNIFICATION OF AGENTS. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the corporation and to any person serving at the request of the corporation as an agent of another corporation or of a partnership, joint venture, trust or other enterprise to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors, officers and employees of the corporation.

F. REPEAL OR MODIFICATION. Any repeal or modification of any provision of this Article XI by the shareholders of the corporation shall not adversely affect any rights to indemnification and to advancement of expenses that any person may have at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## XII.

Of the then allotted shares of Preferred Stock described in Article IV hereof, the Board of Directors on August 7, 1995, established a series of Preferred Stock in the amount and with the designation, voting powers, preferences and relative, participating, options or other special rights and the qualifications, limitations or restrictions as follows:

SECTION 1. DESIGNATION AND AMOUNT. The shares of such series shall be designated "Series A Preferred Stock" and the number of shares constituting such series shall be 1,250,000. Shares of Series A Preferred Stock shall have a par value of \$.01 per share.

## SECTION 2. DIVIDENDS AND DISTRIBUTIONS.

(A) Subject to the possible prior and superior rights of the holders of any shares of preferred stock of the Company ranking prior and superior to the shares of Series A Preferred Stock with respect to dividends, each holder of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for that purpose: (i) quarterly dividends payable in cash on January 20, April 20, July 20 and October 20 in each year (each such date being a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of such share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$5.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends declared on shares of the Common Stock of the Company, par value \$.01 per share (the "Common Stock"), since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of a share of Series A Preferred Stock and (ii) subject to the provision for adjustment hereinafter set forth, quarterly distributions (payable in kind) on each Quarterly Dividend Payment Date in an amount per share equal to 100 times the aggregate per share amount of all non-cash dividends or other distributions (other than a dividend payable in shares of Common stock or a subdivision of the outstanding shares of Common Stock, by reclassification or otherwise) declared on shares of Common Stock since the immediately preceding Quarterly Dividend Payment Date, or with respect to the first Quarterly Dividend Payment Date, since the first issuance of a share of Series A Preferred Stock. If the quarterly Dividend Payment Date is a Saturday, Sunday or legal holiday, then such Quarterly Dividend Payment Date shall be the first immediately preceding calendar day which is not a Saturday, Sunday or legal holiday. In the event that the Company shall at any time after August 7, 1995 (the "Rights Declaration Date") (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case, the amount to which the holder of a share of Series A Preferred Stock was entitled immediately prior to such event pursuant to the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Company shall declare a dividend or distribution on shares of Series A Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the shares of Common Stock (other than a dividend payable in shares of Common Stock); provided, however, that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$5.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and shall be cumulative on each outstanding share of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issuance of such share of Series A Preferred Stock, unless the date of issuance of such share is prior to the record date for the first Quarterly Dividend Payment Date, in which case, dividends on such share shall begin to accrue from the date of issuance of such share, or unless the date of issuance is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on shares of Series A Preferred Stock in an amount less than the aggregate amount of all such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all shares of Series A Preferred Stock at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the date fixed for the payment thereof.

(D) Dividends payable on the Series A Preferred Stock for the initial dividend period and for any period less than a full quarterly period, shall be computed on the basis of a 360-day year of 30-day months.



SECTION 3. VOTING RIGHTS. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(A) Each share of Series A Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the shareholders of the Company.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of shareholders of the Company.

(C) If at the time of any annual meeting of shareholders for the election of directors a "default in preference dividends" on the Series A Preferred Stock shall exist, the holders of the Series A Preferred Stock shall have the right at such meeting, voting together as a single class, to the exclusion of the holders of Common Stock, to elect two (2) directors of the Company. Such right shall continue until there are no dividends in arrears upon the Series A Preferred Stock. Either or both of the two directors to be elected by the holders of Series A Preferred Stock may be to fill a vacancy or vacancies created by an increase by the Board of Directors in the number of directors constituting the Board of Directors. Each director elected by the holders of Preferred Stock (a "Preferred Director") shall continue to serve as such director for the full term for which he or she shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed by, and shall not be removed except by, the vote of the holders of record of the outstanding Series A Preferred Stock voting together as a single class, at a meeting of the shareholders or of the holders of Preferred Stock called for the purpose. So long as a default in preference dividends on the Series A Preferred Stock shall exist, (i) any vacancy in the office of a Preferred Director may be filled (except as provided in the following clause (ii)) by an instrument in writing signed by the remaining Preferred Director and filed with the Company and (ii) in the case of the removal of any Preferred Director, the vacancy may be filled by the vote of the holders of the outstanding Series A Preferred Stock voting together as a single class, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. For the purposes hereof, a "default in preference dividends" on the Preferred Stock shall be deemed to have occurred whenever the amount of accrued and unpaid dividends upon the Series A Preferred Stock shall be equivalent to six (6) full quarterly dividends or more, and having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all Series A Preferred Stock then outstanding shall have been paid to the end of the last preceding quarterly dividend period. The provisions of this paragraph (C) shall govern the election of Directors by holders of Series A Preferred Stock during any default in preference dividends notwithstanding any provisions of the Company's Certificate of Incorporation to the contrary.

(D) Except as set forth herein, holders of shares of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of shares of Common Stock as set forth herein) for taking any corporate action.

SECTION 4. CERTAIN RESTRICTIONS.

(A) Until all accrued and unpaid dividends and distributions, whether or not declared, on outstanding shares of Series A Preferred Stock shall have been paid in full, the Company shall not:

(i) declare or pay any dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of junior stock;

(ii) declare or pay dividends on or make any other distributions on any shares of parity stock, except dividends paid ratably on shares of Series A Preferred Stock and shares of all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of such Series A Preferred Stock and all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any junior stock, provided, however, that the Company may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any other junior stock;

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock or any shares of parity stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Company shall not permit any subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

SECTION 5. REACQUIRED SHARES. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Company in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth in the Certificate of Incorporation of the Company creating a series of Preferred Stock or any similar shares or as otherwise required by law.

SECTION 6. LIQUIDATION, DISSOLUTION OR WINDING UP.

(A) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, no distributions shall be made (i) to the holders of shares of junior stock unless the holders of Series A Preferred Stock shall have received, subject to adjustment as hereinafter provided in paragraph (B), the greater of either (a) \$100.00 per share plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (b) an amount per share equal to 100 times the aggregate per share amount to be distributed to holders of shares of Common Stock or (ii) to the holders of shares of parity stock, unless simultaneously therewith distributions are made ratably on shares of Series A Preferred Stock and all other shares of such parity stock in proportion to the total amounts to which the holders of shares of Series A Preferred Stock are entitled under clause (i) (a) of this sentence and to which the holders of shares of such parity stock are entitled, in each case, upon such liquidation, dissolution or winding up.

(B) In the event the Company shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case, the aggregate amount to which holders of Series A Preferred Stock were entitled immediately prior to such event pursuant to clause (i) (b) of paragraph (A) of this Section 6 shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

SECTION 7. CONSOLIDATION, MERGER, ETC. In case the Company shall enter into any consolidation, merger, combination or other transactions in which the shares of Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then in any such case, each share of Series A Preferred Stock shall at the same time be similarly exchanged for or converted into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is converted or exchanged. In the event the Company shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case, the amount set forth in the immediately preceding sentence with respect to the exchange or conversion of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a



fraction, the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event, and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

SECTION 8. REDEMPTION. The shares of Series A Preferred Stock shall not be redeemable.

SECTION 9. RANKING. The shares of Series A Preferred Stock shall rank junior to all other series of the Preferred Stock and to any other class of preferred stock that hereafter may be issued by the Company as to the payment of dividends and the distribution of assets, unless the terms of any such series or class shall provide otherwise.

SECTION 10. AMENDMENT. The provisions of this Certificate of Designation shall not hereafter be amended, either directly or indirectly, or through merger or consolidation with another corporation, in any manner that would alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, voting separately as a class.

SECTION 11. FRACTIONAL SHARES. The Series A Preferred Stock may be issued in fractions of a share, which fractions shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions, and to have the benefit of all other rights of holders of Series A Preferred Stock.

SECTION 12. CERTAIN DEFINITIONS. As used herein with respect to the Series A Preferred Stock, the following terms shall have the following meanings:

(1) The term "junior stock" (i) as used in Section 4, shall mean the Common Stock and any other class or series of capital stock of the Company hereafter authorized or issued over which the Series A Preferred Stock has preference or priority as to the payment of dividends, and (ii) as used in Section 6, shall mean the Common Stock and any other class or series of capital stock of the Company over which the Series A Preferred Stock has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Company.

(2) The term "parity stock" (i) as used in Section 4, shall mean any class or series of stock of the Company hereafter authorized or issued ranking pari passu with the Series A Preferred Stock as to dividends, and (ii) as used in Section 6, shall mean any class or series of stock of the Company ranking part passu with the Series A Preferred Stock in the distribution of assets on any liquidation, dissolution or winding up.

## BY-LAWS

OF

OGE ENERGY CORP.

## ARTICLE 1.

## AMENDMENTS

Section 1.1. Amendment of By-Laws. Subject to the provisions of the Corporation's Restated Certificate of Incorporation, these By-laws may be amended or repealed at any regular meeting of the shareholders (or at any special meeting thereof duly called for that purpose) by the holders of at least a majority of the voting power of the shares represented and entitled to vote thereon at such meeting at which a quorum is present; provided that in the notice of such special meeting notice of such purpose shall be given. Subject to the laws of the State of Oklahoma, the Corporation's Restated Certificate of Incorporation and these By-laws, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present amend these By-laws, or adopt such other By-laws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Corporation.

## ARTICLE 2.

## OFFICES

Section 2.1. Registered Office. The Corporation shall continuously maintain a registered office in the State of Oklahoma which may, but need not be, the same as its place of business, and a registered agent whose business office is identical with such registered office.

Section 2.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Oklahoma as the Board of Directors may from time to time determine or the business of the corporation may require.

## ARTICLE 3.

## SHARES

Section 3.1. Form of Shares. Shares either shall be represented by certificates or shall be uncertificated shares.

3.1.1. Signing of Certificates. Certificates representing shares of the corporation shall be signed by the appropriate officers and may be sealed with the seal or a facsimile of



the seal of the Corporation if the corporation uses a seal. If a certificate is countersigned by a transfer agent or registrar, other than an employee of the corporation, any other signatures may be facsimile. Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with designation of series, if any), the date of issue, that the corporation is organized under Oklahoma law, and any other information required by law.

3.1.2. Uncertificated Shares. Unless prohibited by the Restated Certificate of Incorporation, the Board of Directors may provide by resolution that some or all of any class or series of shares shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until the certificate (or such documentation as may be allowed under Section 3.2 below) has been surrendered to the Corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send the registered owner thereof a written notice of all information that would appear on a certificate. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares shall be identical to those of the holders of certificates representing shares of the same class and series.

3.1.3. Identification of Shareholders. The name and address of each shareholder, the number and class of shares held and the date on which the shares were issued shall be entered on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

Section 3.2. Lost, Stolen or Destroyed Certificates. If a certificate representing shares has allegedly been lost, stolen or destroyed, the Board of Directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such identification and other reasonable requirements as it may impose.

Section 3.3. Transfers of Shares. Transfer of shares of the Corporation shall be recorded on the books of the Corporation. Transfer of shares represented by a certificate, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature or other appropriate assurances that the endorsement is effective. Transfer of an uncertificated share shall be made on receipt by the Corporation of an instruction from the registered owner or other appropriate person. The instruction shall be in writing or a communication in such form as may be agreed upon in writing by the Corporation.

## ARTICLE 4.

## SHAREHOLDERS

Section 4.1. Annual Meeting. The annual meeting of the shareholders for the election of directors and the transaction of any other proper business shall be held at a time and date to be annually designated by the Board of Directors.

Section 4.2. Special Meetings. Except as otherwise mandated by Oklahoma law and except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, special meetings of shareholders of the Corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors or by the President of the Corporation.

Section 4.3. Place of Meeting. The Board of Directors may designate the place of meeting for any annual or special meeting of shareholders. In the absence of any such designation, the place of meeting shall be the principal place of business of the Corporation.

Section 4.4. Notice of Meetings. For all meetings of shareholders, a written or printed notice of the meeting shall be delivered, personally or by mail, to each shareholder of record entitled to vote at such meeting, which notice shall state the place, date and hour of the meeting. For all special meetings and when and as otherwise required by law, the notice shall state the purpose or purposes of the meeting. The notice of the meeting shall be given not less than 10 nor more than 60 days before the date of the meeting, or in the case of a meeting involving a merger, consolidation, share exchange, dissolution or sale, lease or an exchange of all or substantially all, of the property or assets of the corporation not less than 20 nor more than 60 days before the date of such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, directed to the shareholder at his or her address as it appears on the records of the corporation. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken unless otherwise required by law.

Section 4.5. Quorum of Shareholders. The holders of a majority of the outstanding shares of the corporation entitled to vote on a matter, present in person or represented by proxy, shall constitute a quorum for consideration of such matters at any meeting of shareholders unless a greater or lesser number is required by the certificate of incorporation. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting, unless otherwise required by law. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at the meeting, unless otherwise required by law.

Section 4.6. Manner of Acting. The affirmative vote of holders of a majority of the shares represented at a meeting and entitled to vote on a matter at which a quorum is present

shall be valid action by the shareholders, unless voting by a greater number of shareholders or voting by class or classes of shareholders is required by law or the certificate of incorporation.

Section 4.7. Fixing of Record Date. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, or in order to make a determination of shareholders for any other proper purpose, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. If a record date is specifically set for the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days (or such longer period as is then permitted by Oklahoma law) and, for a meeting of shareholders, not less than 10 days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than 20 days, immediately preceding such meeting. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 4.8. Voting Lists. The officer or agent having charge of the transfer book for shares of the Corporation shall make, within 20 days after the record date for a meeting of shareholders or 10 days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of 10 days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholders, and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Oklahoma, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Section 4.9. Proxies. A shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form and delivering it to the person so appointed. All appointments of proxies shall be in accordance with Oklahoma law. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest in the shares or in the corporation generally.

Section 4.10. Voting of Shares by Certain Holders. Shares of a corporation held by the Corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

4.10.1. Shares Held by Corporation. Shares registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representative authorized to vote such shares under the laws of the state of incorporation of such corporation. This Corporation shall treat the president or other person holding the chief executive office of such other corporation as authorized to vote such shares. However, such other corporation may designate any other person or any other holder of an office of the corporate shareholder to this corporation as the person or officeholder authorized to vote such shares. Such persons or offices indicated shall be registered by this Corporation on the transfer books for shares and included in any voting list prepared in accordance with Section 4.8 of this Article.

4.10.2. Shares Held by Fiduciary. Shares registered in the name of a deceased person, a minor ward or a person under legal disability may be voted by his or her administrator, executor, or court appointed guardian, either in person or by proxy, without a transfer of such shares into the name of such administrator, executor, or court appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

4.10.3. Shares Held by Receiver. Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

4.10.4. Shares Pledged. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 4.11. Inspectors. At any meeting of shareholders, the chairman of the meeting may, or upon the request of any shareholder shall, appoint one or more persons as inspectors for such meeting. Inspectors shall:

4.11.1. Vote Count and Report. Determine the validity and effect of proxies; ascertain and report the number of shares represented at the meeting; count all votes and report the results; and perform such other acts as are required and appropriate to conduct all elections with impartiality and fairness to the shareholders.

4.11.2. Written Reports. Each report shall be in writing and such report shall be signed by the inspector or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 4.12. Informal Action by Shareholders. Any action required or permitted to be taken by the shareholders of the Corporation must be effected at a duly called annual or special

meeting of such holders and, except as otherwise mandated by Oklahoma law, may not be effected without such a meeting by any consent in writing by such holders.

Section 4.13. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the law, the certificate of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

Section 4.14. Notice of Shareholder Business. At an annual meeting of the shareholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly be requested to be brought before the meeting by a shareholder. For business to be properly requested to be brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation, not less than 90 days prior to the meeting; provided, however, that in the event that the date of the meeting is not publicly announced by the Corporation by mail, press release or otherwise more than 90 days prior to the meeting, notice by the shareholder to be timely must be delivered to the Secretary of the Corporation not later than the close of business on the seventh day following the day on which such announcement of the date of the meeting was communicated to shareholders. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (b) the name and address, as they appear on the Corporation's books, of the shareholder proposing such business, (c) the class and number of shares of the Corporation which are beneficially owned by the shareholder, and (d) any material interest of the shareholder in such business. Notwithstanding anything in the By-laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 4.14. The Chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of this Section 4.14, and if he should so determine, he shall so declare to the meeting that any such business not properly brought before the meeting shall not be transacted.

## ARTICLE 5.

## DIRECTORS

Section 5.1. General Powers and Qualification. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Directors need not be residents of the State of Oklahoma or shareholders of the Corporation.

Section 5.2. Number, Tenure and Resignation. The number of directors of the Corporation shall be fixed from time to time by the Board of Directors, but shall be no fewer than 9 and no more than 15; provided, however, that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the Corporation's Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, the directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as determined by the Board of Directors, one class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1996, another class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1997, and another class to be originally elected for a term expiring at the annual meeting of shareholders to be held in 1998, with each class to hold office until its successor is elected and qualified. At each annual meeting of the shareholders and except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the corporation's Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of shareholders held in the third year following the year of their election.

Advance notice of shareholder nominations for the election of directors shall be given in the manner provided in Section 5.3 of this Article 5.

Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the Corporation's Common Stock as to dividends or upon liquidation to elect directors under specified circumstances: (i) newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than quorum of the Board of Directors, (ii) any director elected in accordance with the preceding clause (i) shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified and (iii) no decrease in the number of directors constituting the board of Directors shall shorten the term of any incumbent director.

Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the Corporation's Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, any director may be removed from office, with or without cause, only by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of the Corporation's stock entitled to vote generally (as defined in Article VII of the Corporation's Restated Certificate of Incorporation), voting together as a single class.

Section 5.3. Notification of Nominations. Except as may otherwise be provided in or fixed by or pursuant to the provisions of Article IV of the Corporation's Restated Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the Corporation's Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, nominations for the election of directors may be made by the Board of Directors or a committee appointed by the Board of Directors or by any shareholder entitled to vote in the election of directors generally. However, any shareholder entitled to vote in the election of directors generally may nominate one or more persons for election as directors at a meeting only if written notice of such shareholder's intent to make such nomination or nominations has been given, either by personal delivery or by United States mail, postage prepaid, to the Secretary of the Corporation not later than (i) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the seventh day following the date on which notice of such meeting is first given to shareholders. Each such notice shall set forth (a) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated; (b) a representation that the shareholder is a holder of record of stock of the Company entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the shareholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (d) such other information regarding each nominee proposed by such shareholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission, had the nominee been nominated, or intended to be nominated, by the Board of Directors; and (e) the consent of each nominee to serve as a director of the Corporation if so elected. The Chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure. A director may resign at any time by written notice to the board, its chairman, or the president or secretary of the Corporation. The resignation is effective on the date it bears, or its designated effective date.

Section 5.4. Quorum of Directors. A majority of the number of directors fixed in Section 5.2 of this Article shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that if less than a majority of the number of directors fixed in Section 5.2 of this Article is present at a meeting, a majority of the directors present may adjourn the meeting at any time without further notice, unless otherwise required by law.

Section 5.5. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these by-laws.

Section 5.6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

Section 5.7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

Section 5.8. Notice. Notice of any special meeting of the Board of Directors shall be given at least one day prior to the meeting by written notice delivered personally, by mail, cable, facsimile, telegram, or telex to each director at his or her business address. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.9. Presumption of Assent. A director of the Corporation who has been present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken, unless his or her dissent shall have been entered in the minutes of the meeting or unless he or she shall have filed his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall have forwarded such dissent by registered mail or certified mail to the secretary of the Corporation immediately after the adjournment of the meeting. No director who voted in favor of any action may dissent from such action after adjournment of the meeting.

Section 5.10. Committees. A majority of the directors may, by resolution passed by a majority of the number of directors fixed by the shareholders under Section 5.2 of this Article, create one or more committees and appoint members of the board to serve on the committee or committees. Each committee shall have two or more members, who serve at the pleasure of the board. To the extent specified in the resolution of the Board of Directors establishing a committee each committee shall have and exercise all the authority of the Board of Directors, provided, however, that no such committee shall have the authority to take any action that under Oklahoma law can only be taken by the Board of Directors. Sections 5.4, 5.5, 5.6, 5.7, 5.7 and 5.9 shall also apply to committees and their members.

Section 5.11. Informal Action by Directors. Any action required by the Oklahoma General Corporation Act to be taken at a meeting of the Board of Directors of the Corporation, or any other action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken,



shall be signed by all of the directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be.

5.11.1. Effective Date. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors. All the approvals evidencing the consent shall be delivered to the secretary to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date.

5.11.2. Effect of Consent. Any consent signed by all the directors or all the members of a committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State under the Oklahoma General Corporation Law.

Section 5.12. Meeting by Conference Telephone. Members of the Board of Directors or of any committee of the Board of Directors may participate in and act at any meeting of the board or committee by means of conference telephone or other communications equipment through which all persons participating in the meeting can hear each other. Participation in such a meeting shall be equivalent to attendance and presence in person at the meeting of the person or persons so participating.

Section 5.13. Compensation. The Board of Directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers, or otherwise.

## ARTICLE 6.

### OFFICERS

Section 6.1. Number. The officers of the Corporation may consist of a president, one or several vice presidents, a treasurer, one or more assistant treasurers (if elected by the Board of Directors), a secretary, one or more assistant secretaries (if elected by the Board of Directors), and such other officers (including, if so directed by a resolution of the Board of Directors, a Chairman of the Board) as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person.

Section 6.2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as reasonably practicable. Subject to the provisions of Section 6.3 hereof, each officer shall hold office until the last to occur of the next annual meeting of the Board of Directors or until the election and qualification of his or her successor.

Section 6.3. Removal of Officers. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6.4. Vacancies; New Offices. A vacancy occurring in any office may be filled and new offices may be created and filled, at any time, by the Board of Directors.

Section 6.5. President and Chief Executive Office. The president shall be the chief executive officer of the Corporation. He or she shall be in charge of the day to day business and affairs of the Corporation, subject to the direction and control of the Board of Directors. He or she shall preside at all meetings of the Board of Directors. He or she shall have the power to appoint such agents and employees as in his or her judgment may be necessary or proper for the transaction of the business of the Corporation. He or she may sign: (i) with the secretary or other proper officer of the Corporation thereunto authorized by the Board of Directors, stock certificates of the Corporation the issuance of which shall have been authorized by the Board of Directors; and (ii) any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument.

Section 6.6. Vice President(s). The vice president (or in the event there is more than one vice president, each of them) shall assist the president in the discharge of his or her duties as the president may direct, and shall perform such other duties as from time to time may be assigned to him or her (or them) by the president or the Board of Directors. In the absence of the president, the vice president (or vice presidents, in the order of their election), shall perform the duties and exercise the authority of the president.

Section 6.7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 8 of these by-laws, have charge of and be responsible for the maintenance of adequate books of account for the Corporation, and, in general, perform all duties incident to the office of treasurer and such other duties not inconsistent with these by-laws as from time to time may be assigned to him or her by the president or the Board of Directors.

Section 6.8. Secretary. The secretary shall keep the minutes of the shareholders' and the Board of Directors' meetings, see that all notices are duly given in accordance with the provisions of these by-laws or as required by law, have general charge of the corporate records and of the seal of the Corporation, have general charge of the stock transfer books of the Corporation, keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder, sign with the president, or any other officer thereunto authorized by the Board of Directors, certificates for shares of the Corporation, the issuance of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other

instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, and, in general, perform all duties incident to the office of secretary and such other duties not inconsistent with these by-laws as from time to time may be assigned to him or her by the president or the Board of Directors.

Section 6.9. Assistant Treasurers and Assistant Secretaries. The Board of Directors may elect one or more than one assistant treasurer and assistant secretary. In the absence of the treasurer, or in the event of his or her inability or refusal to act, the assistant treasurers, in the order of their election, shall perform the duties and exercise the authority of the treasurer. In the absence of the secretary, or in the event of his or her inability or refusal to act, the assistant secretaries, in the order of their election, shall perform the duties and exercise the authority of the secretary. The assistant treasurers and assistant secretaries, in general, shall perform such other duties not inconsistent with these by-laws as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the Board of Directors.

Section 6.10. Compensation. The compensation of all directors and officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Corporation. All compensation so established shall be reasonable and solely for services rendered to the Corporation.

6.10.1. Compensation and Expense Disallowance. Unless otherwise provided by the Board of Directors, all payments made to a director or officer of the Corporation, including, but not limited to salary, commission, bonus, interest, travel and entertainment expenses and deferred compensation payments, which shall be disallowed, in whole or in part, as a deductible expense by the Internal Revenue Service, shall be reimbursed by such director or officer of the Corporation to the full extent of such disallowance. The proper corporate officers are authorized and directed to effect collection on behalf of the Corporation for each amount disallowed. In lieu of a payment by the director or officer, subject to the determination of the Board of Directors, appropriate amounts may be withheld from future compensation payments paid to such director or officer until the amount owed the Corporation is recovered. This by-law shall be considered a term and condition of employment for each director and officer of the Corporation, unless specifically waived in writing by the Board of Directors.

## ARTICLE 7.

### FISCAL MATTERS

Section 7.1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year.

Section 7.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument, in the name of

and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.3. Loans and Indebtedness. No substantial or material loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 7.4. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation as the Board of Directors shall from time to time designate.

Section 7.5. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

## ARTICLE 8.

### GENERAL PROVISIONS

Section 8.1. Dividends and Distributions. The Board of Directors may from time to time declare or otherwise authorize, and the Corporation may pay distributions in money, shares or other property on its outstanding shares in the manner and upon the terms, conditions and limitations provided by law or certificate of incorporation.

Section 8.2. Corporate Seal. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Oklahoma." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 8.3. Waiver of Notice. Whenever any notice is required to be given by law, certificate of incorporation or under the provisions of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 8.4. Headings. Section or paragraph headings are inserted herein only for convenience of reference and shall not be considered in the construction of any provision hereof.

December 13, 1996

OGE Energy Corp.  
101 North Robinson  
Oklahoma City, Oklahoma 73101

Re: 3,000,000 Shares of Common Stock, par value \$.01 per share, of OGE  
Energy Corp. Automatic Dividend Reinvestment and Stock Purchase Plan

Ladies and Gentlemen:

We have acted as counsel for OGE Energy Corp. (the "Company") in connection with the proposed issuance of the Common Stock referred to above (the "Shares"). The Shares are the subject of the Company's Post-Effective No. 1-A on Form S-3 to the Registration Statement on Form S-4 under the Securities Act of 1933, as amended, to which this opinion is attached as an exhibit.

As to certain questions of fact, we have relied upon statements and certificates of certain officers of the Company and other professionals retained by the Company. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all natural persons and the conformity to the originals of all documents submitted to us as copies. We have examined the following documents:

- a) Certificate of Incorporation filed August 4, 1995, as amended to date.
- b) Bylaws approved and adopted by the Board of Directors.

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

1. The Company is a validly organized and legally existing corporation under the law of the State of Oklahoma.
2. When, as and if (a) the Post-Effective Amendment becomes effective pursuant to the provisions of the Securities Act of 1933, as amended; (b) the Agreement and Plan of Share Acquisition is duly executed and the Certificate of Share Acquisition is duly filed with the Oklahoma Secretary of State; (c) the Restated Certificate of Incorporation of the Company, in the form attached as Appendix B to the Company's Proxy Statement/Prospectus dated September 26, 1995, is duly executed and filed with the Oklahoma Secretary of State; and (d) the Shares have been duly issued and delivered, and the consideration for the Shares has been duly received by the Company, the Shares will be legally issued, fully paid, and non-assessable shares of stock of the Company.
3. The statements made in the above-mentioned Post-Effective Amendment and in the related Prospectus purporting to be made or based upon our opinion correctly set forth our opinion on said respective matters.

Respectfully,

RAINEY, ROSS, RICE & BINNS

By /s/ HUGH D. RICE

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Hugh D. Rice

## CONSENT

As independent public accountants, we hereby consent to the incorporation by reference in this Post-Effective Amendment No. 1-A on Form S-3 to the Registration Statement on Form S-4 of our reports dated January 24, 1996, included in the Oklahoma Gas and Electric Company Form 10-K for the year ended December 31, 1995 and to all references to our Firm included in this Post-Effective Amendment.

ARTHUR ANDERSEN LLP

Oklahoma City, Oklahoma

December 13, 1996

CONSENT

We hereby consent to the use of our name in this Post-Effective Amendment No. 1-A on Form S-3 to the Registration Statement on Form S-4, including the accompanying Prospectus, of OGE Energy Corp. to be filed with the Securities and Exchange Commission and to which this consent is filed as an Exhibit and to the use of our opinion filed as Exhibit 5.01 to this Post-Effective Amendment.

RAINEY, ROSS, RICE & BINNS

By /s/ HUGH D. RICE  
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Oklahoma City, Oklahoma

December 13, 1996