

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

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

**OGE ENERGY
CORP.**

**OKLAHOMA GAS
AND ELECTRIC COMPANY**

(Exact name of registrant as specified in its charter)

Oklahoma

Oklahoma

(State or other jurisdiction of incorporation or organization)

73-1481638

73-0382390

(I.R.S. Employer Identification Number)

321 N. Harvey, P.O. Box 321

321 N. Harvey, P.O. Box 321

Oklahoma City, Oklahoma 73101-0321

Oklahoma City, Oklahoma 73101-0321

(405) 553-3000

(405) 553-3000

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

PETER B. DELANEY

Chairman of the Board, President and Chief Executive Officer

OGE Energy Corp.

321 N. Harvey, P.O. Box 321

Oklahoma City, Oklahoma 73101-0321

(405) 553-3000

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

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement as determined by market conditions and other factors.

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

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

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

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

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

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

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

	Large accelerated filer	Accelerated filer	Non-accelerated filer (Do not check if a smaller reporting company)	Smaller reporting company
OGE Energy Corp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CALCULATION OF REGISTRATION FEE

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

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

EXPLANATORY NOTE

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

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

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

PROSPECTUS

OGE ENERGY CORP.

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

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

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

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

Our common stock trades on the New York Stock Exchange under the symbol "OGE." On May 1, 2013, the closing price of our common stock on the New York Stock Exchange was \$71.00 per share.

Prior to making a decision about investing in our Securities, you should consider carefully any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K and other filings we may make from time to time with the Securities and Exchange Commission ("SEC"). See "Risk Factors" on page 3.

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

The date of this prospectus is May 3, 2013.

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

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ABOUT THIS PROSPECTUS

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

FORWARD-LOOKING STATEMENTS

Except for the historical statements contained herein and therein, the matters discussed in this prospectus and the documents incorporated by reference are forward-looking statements that are subject to certain risks, uncertainties and assumptions. Such forward-looking statements are intended to be identified in this document by the words "anticipate", "believe", "estimate", "expect", "intend", "objective", "plan", "possible", "potential", "project" and similar expressions. Actual results may vary materially. Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to:

- general economic conditions, including the availability of credit, access to existing lines of credit, access to the commercial paper markets, actions of rating agencies and their impact on capital expenditures;
- our ability and the ability of our subsidiaries to access the capital markets and obtain financing on favorable terms as well as inflation rates and monetary fluctuations;
- prices and availability of electricity, coal, natural gas and natural gas liquids, each on a stand-alone basis and in relation to each other as well as the processing contract mix between percent-of-liquids, percent-of-proceeds, keep-whole and fixed-fee;
- business conditions in the energy and natural gas midstream industries;
- competitive factors including the extent and timing of the entry of additional competition in the markets we serve;
- unusual weather;
- availability and prices of raw materials for current and future construction projects;
- Federal or state legislation and regulatory decisions and initiatives that affect cost and investment recovery, have an impact on rate structures or affect the speed and degree to which competition enters our markets;
- environmental laws and regulations that may impact our operations;
- changes in accounting standards, rules or guidelines;
- the discontinuance of accounting principles for certain types of rate-regulated activities;
- the cost of protecting assets against, or damage due to, terrorism or cyber attacks and other catastrophic events;
- advances in technology;
- creditworthiness of suppliers, customers and other contractual parties;
- the higher degree of risk associated with our nonregulated business compared with our regulated utility business;
- the risk that the midstream partnership between OGE Energy and CenterPoint Energy, Inc. may not be able to successfully integrate the operations of Enogex LLC and a wholly-owned subsidiary of CenterPoint Energy Inc.; and
- other risk factors listed from time to time in the reports we file with the SEC.

In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in or incorporated by reference in this prospectus will in fact transpire. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These risks and uncertainties are discussed in more detail under "Business," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Notes to Consolidated Financial Statements" in our Annual Report on Form 10-K for the year ended December 31, 2012 and other documents on file with the SEC. You may obtain copies of these documents as described under "Where You Can Find More Information." We may also describe additional risk factors in the applicable prospectus supplement.

OGE ENERGY CORP.

We are an energy and energy services provider offering physical delivery and related services for both electricity and natural gas primarily in the south central United States. Our businesses consist of electric utility, natural gas transportation and storage and natural gas gathering and processing.

Our electric utility business generates, transmits, distributes and sells electric energy in Oklahoma and western Arkansas. These operations are conducted through Oklahoma Gas and Electric Company ("OG&E") and are subject to regulation by the Oklahoma Corporation Commission, the Arkansas Public Service Commission and the Federal Energy Regulatory Commission. OG&E is the largest electric utility in Oklahoma and its franchised service territory includes the Fort Smith, Arkansas area. OG&E sold its retail gas business in 1928 and is no longer engaged in the natural gas distribution business.

Prior to May 1, 2013, our natural gas gathering, processing, transportation and storage operations were conducted through our wholly-owned subsidiary, OGE Enogex Holdings LLC, which, at March 31, 2013, owned a 79.9 percent membership interest in Enogex Holdings and its subsidiaries ("Enogex"), which are providers of integrated natural gas midstream services. Most of Enogex's natural gas gathering, processing, transportation and storage assets are strategically located in the Arkoma and Anadarko basins of Oklahoma and the Texas Panhandle.

On March 14, 2013, we entered into a Master Formation Agreement ("MFA") with two affiliates of ArcLight Capital Partners, LLC (Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC, collectively, the "Bronco Group"), and CenterPoint Energy, Inc. ("CenterPoint"), pursuant to which we, the Bronco Group and CenterPoint agreed to form a midstream partnership to own and operate our midstream business and the midstream business of a wholly owned subsidiary of CenterPoint. This transaction closed on May 1, 2013. Accordingly, as of May 1, 2013, we held a 28.5 percent limited partner interest in the midstream partnership and a 50 percent management interest in the general partner of the midstream partnership.

We were incorporated in Oklahoma on August 4, 1995 and became the holding company parent of OG&E and Enogex on December 31, 1996. Our principal executive offices are located at 321 N. Harvey, P.O. Box 321, Oklahoma City, Oklahoma 73101-0321. Our telephone number is (405) 553-3000. Our web site address is www.oge.com. Our web site address is provided for informational purposes only. No information contained in, or that can be accessed through, our web site is to be considered part of this prospectus.

RISK FACTORS

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

USE OF PROCEEDS

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

RATIO OF EARNINGS TO FIXED CHARGES (unaudited)

	Twelve Months Ended March 31,	Three Months Ended March 31,	Year Ended December 31,				
	2013	2013	2012	2011	2010	2009	2008
Ratio of Earnings to Fixed Charges	3.80	1.95	3.94	4.12	4.02	3.38	3.55

Due to normal seasonal fluctuations within our business and other factors, our operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013 or for any future period.

For purposes of computing our ratio of earnings to fixed charges, (1) earnings consist of pre-tax income plus fixed charges, less allowance for borrowed funds used during construction and other capitalized interest and (2) fixed charges consist of interest on long-term debt, related amortization, interest on short-term borrowings and a calculated portion of rents considered to be interest.

Assuming that our variable interest rate debt continues at interest rates in effect on March 31, 2013, the annual interest requirement on our long-term debt outstanding at March 31, 2013, was approximately \$175.1 million.

DESCRIPTION OF CAPITAL STOCK

The following statements are summaries of certain provisions of our Restated Certificate of Incorporation and are subject to the detailed provisions thereof. Such summaries do not purport to be complete, and reference is made to our Restated Certificate of Incorporation (which is filed as Exhibit 3.01 to our Form 10-Q for the quarter ended June 30, 2011, File No. 1-12579) for a full and complete statement of such provisions.

Authorized Shares

Under our Restated Certificate of Incorporation, we are authorized to issue 225,000,000 shares of common stock, par value \$0.01 per share, of which 99,116,609 shares were outstanding on March 31, 2013.

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

Dividend Rights

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

Voting Rights

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

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

Our voting stock does not have cumulative voting rights for the election of directors. Our Restated Certificate of Incorporation and By-Laws currently contain provisions stating that: (1) directors may be removed only with the approval of the holders of at least a majority of the voting power of our shares generally entitled to vote; (2) any vacancy on the board of directors will be filled only by the remaining directors then in office, though less than a quorum; (3) advance notice of introduction by shareowners of business at annual shareowner meetings and of shareowner nominations for the election of directors must be given and that certain information must be provided with respect to such matters; (4) shareowner action may be taken only at an annual meeting of shareowners or a special meeting of shareowners called by the President or the board of directors; and (5) the foregoing provisions may be amended only by the approval of the holders of at least 80 percent of the voting power of the shares generally

entitled to vote. These provisions, along with the "fair price" provisions discussed above, the business combination and control share acquisition provision discussed below, may deter attempts to cause a change in control of our company (by proxy contest, tender offer or otherwise) and will make more difficult a change in control that is opposed by our board of directors.

Liquidation Rights

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

Other Provisions

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

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

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

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

DESCRIPTION OF DEBT SECURITIES

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

We are not required to issue future issues of indebtedness under the indenture described in this prospectus. We are free to use other indentures or documentation, containing provisions different from those described in this prospectus, in connection with future issues of other indebtedness not under this registration statement. At March 31, 2013, there was one series of senior debt securities, aggregating \$100.0 million in principal amount, outstanding under the Indenture (as defined below).

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

General

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

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

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

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

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

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

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

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

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

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

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

Registration, Transfer And Exchange

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

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

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

Payment and Paying Agents

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

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

Events of Default

The following are events of default under the Indenture:

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

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

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

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

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

Modification

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

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

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

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

- a change in the maturity date or redemption date of any Note;
- a reduction in the interest rate or extension of the time of payment of interest;
- a reduction in the principal amount of any Note, the interest or premium payable on any Note, or the amount of principal that could be declared due and payable prior to the stated maturity;
- a change in the currency of any payment of principal, premium or interest on any Note;

- an impairment of the right of a holder to institute suit for the enforcement of any payment relating to any Note;
- a reduction in the percentage of outstanding Notes necessary to consent to the modification or amendment of the Indenture; or
- a modification of these requirements or a reduction to less than a majority of the percentage of outstanding Notes necessary to waive any past default. (Section 12.02 of the Indenture.)

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

Defeasance and Discharge

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

Consolidation, Merger and Sale of Assets; No Financial Covenants

We will not merge into any other corporation or sell or otherwise transfer all or substantially all our assets unless the successor or transferee corporation assumes by supplemental indenture our obligations to pay the principal, interest and any premium on all the Notes and our obligation to perform every covenant in the Indenture that we are supposed to perform or observe. Upon any merger, sale or transfer of all or substantially all of our assets, the successor or transferee corporation will succeed to, and be substituted for, and may exercise all of our rights and powers under the Indenture with the same effect as if the successor corporation had been named as us in the Indenture, and we will be released from all obligations under the Indenture. The Indenture defines all or substantially all of our assets as being $66\frac{2}{3}$ percent or more of our total assets as shown on our balance sheet at the end of the prior year and specifically permits any sale, transfer or conveyance during a calendar year of less than $66\frac{2}{3}$ percent of our total assets without the consent of the holders of the Notes. (Sections 11.01 and 11.02 of the Indenture.)

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

Resignation or Removal of Trustee

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

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

Concerning the Trustee

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

BOOK-ENTRY SYSTEM

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

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

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

To facilitate subsequent transfers, all Debt Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Debt Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Debt Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Debt Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Debt Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus

Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Debt Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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

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

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

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

PLAN OF DISTRIBUTION

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

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

- the name or names of any underwriters or agents;
- the purchase price of the Securities;
- our net proceeds from the sale of the Securities;
- any underwriting discounts and other items constituting underwriters' compensation; and
- the initial public offering price and any discounts, concessions or commissions allowed or re-allowed or paid to dealers.

By Underwriters

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

By Dealers

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

By Agents and Direct Sales

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

General Information

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

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

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

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

LEGAL OPINIONS

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

Certain legal matters will be passed upon for any underwriters, dealers or agents named in a prospectus supplement by Chapman and Cutler LLP, Chicago, Illinois, or such other underwriters' counsel as may be named in the applicable prospectus supplement.

EXPERTS

The consolidated financial statements of OGE Energy Corp. appearing in OGE Energy Corp.'s Annual Report (Form 10-K) for the year ended December 31, 2012 including the schedule appearing therein, and the effectiveness of OGE Energy Corp.'s internal control over financial reporting as of December 31, 2012, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon included therein, and incorporated herein by reference. Such consolidated financial statements are, and the audited financial statements to be included in subsequently filed documents will be, incorporated herein in reliance upon the reports of Ernst & Young LLP pertaining to such financial statements (to the extent covered by consents filed with the Securities and Exchange Commission) given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

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

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

- Our Annual Report on Form 10-K for the year ended December 31, 2012;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013;
- Our Current Reports on Form 8-K, filed with the SEC on January 7, 2013 and March 15, 2013; and
- Description of our capital stock contained in Exhibit 99.01 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.

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

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

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

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

PROSPECTUS

OKLAHOMA GAS AND ELECTRIC COMPANY

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

DEBT SECURITIES

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

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

Prior to making a decision about investing in our Debt Securities, you should consider carefully any risk factors contained in a prospectus supplement, as well as the risk factors set forth in our most recently filed Annual Report on Form 10-K and other filings we may make from time to time with the Securities and Exchange Commission ("SEC"). See "Risk Factors" on page 3.

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

The date of this prospectus is May 3, 2013.

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

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ABOUT THIS PROSPECTUS

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

FORWARD-LOOKING STATEMENTS

Except for the historical statements contained herein and therein, the matters discussed in this prospectus and the documents incorporated by reference are forward-looking statements that are subject to certain risks, uncertainties and assumptions. Such forward-looking statements are intended to be identified in this document by the words "anticipate", "believe", "estimate", "expect", "intend", "objective", "plan", "possible", "potential", "project" and similar expressions. Actual results may vary materially. Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to:

- general economic conditions, including the availability of credit, access to existing lines of credit, access to the commercial paper markets, actions of rating agencies and their impact on capital expenditures;
- our ability and the ability of our parent company, OGE Energy Corp., to access the capital markets and obtain financing on favorable terms as well as inflation rates and monetary fluctuations;
- prices and availability of electricity, coal and natural gas;
- business conditions in the energy industry;
- competitive factors including the extent and timing of the entry of additional competition in the markets we serve;
- unusual weather;
- availability and prices of raw materials for current and future construction projects;
- Federal or state legislation and regulatory decisions and initiatives that affect cost and investment recovery, have an impact on rate structures or affect the speed and degree to which competition enters our markets;
- environmental laws and regulations that may impact our operations;
- changes in accounting standards, rules or guidelines;
- the discontinuance of accounting principles for certain types of rate-regulated activities;
- the cost of protecting assets against, or damage due to, terrorism or cyber attacks and other catastrophic events;
- advances in technology;
- creditworthiness of suppliers, customers and other contractual parties; and
- other risk factors listed from time to time in the reports we file with the SEC.

In light of these risks and uncertainties, there can be no assurance that the results and events contemplated by the forward-looking statements contained in or incorporated by reference in this prospectus will in fact transpire. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These risks and uncertainties are discussed in more detail under "Business," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Notes to Consolidated Financial Statements" in our Annual Report on Form 10-K for the year ended December 31, 2012 and other documents on file with the SEC. You may obtain copies of these documents as described under "Where You Can Find More Information." We may also describe additional risk factors in the applicable prospectus supplement.

OKLAHOMA GAS AND ELECTRIC COMPANY

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

We own and operate an interconnected electric generation, transmission and distribution system, located in Oklahoma and western Arkansas, which included 10 generating stations with an aggregate capability of approximately 6,807 megawatts at December 31, 2012. We furnish retail electric service in 268 communities and their contiguous rural and suburban areas. At December 31, 2012, one other community and two rural electric cooperatives in Oklahoma and western Arkansas purchased electricity from us for resale. Our service area covers approximately 30,000 square miles in Oklahoma and western Arkansas, including Oklahoma City, the largest city in Oklahoma, and Fort Smith, Arkansas, the second largest city in that state. Of the 268 communities that we serve, 242 are located in Oklahoma and 26 in Arkansas. We derived approximately 87 percent of our total electric operating revenues for the year ended December 31, 2012 from sales in the Oklahoma jurisdiction, eight percent in the Arkansas jurisdiction and five percent in the FERC jurisdiction.

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

RISK FACTORS

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

USE OF PROCEEDS

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

RATIO OF EARNINGS TO FIXED CHARGES (unaudited)

	Twelve Months Ended March 31,	Three Months Ended March 31,	Year Ended December 31,				
	2013	2013	2012	2011	2010	2009	2008
Ratio of Earnings to Fixed Charges	3.94	1.75	3.87	4.01	3.90	3.71	3.25

Due to normal seasonal fluctuations within our business and other factors, our operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013 or for any future period.

For purposes of computing our ratio of earnings to fixed charges, (1) earnings consist of pre-tax income plus fixed charges, less allowance for borrowed funds used during construction and (2) fixed charges consist of interest on long-term debt, related amortization, interest on short-term borrowings and a calculated portion of rents considered to be interest.

Assuming that our variable interest rate debt continues at interest rates in effect on March 31, 2013, the annual interest requirement on our long-term debt outstanding at March 31, 2013, was approximately \$129.8 million.

DESCRIPTION OF DEBT SECURITIES

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

We are not required to issue future issues of indebtedness under the indenture described in this prospectus. We are free to use other indentures or documentation, containing provisions different from those described in this prospectus, in connection with future issues of other indebtedness not under this registration statement. At March 31, 2013, there were 11 series of senior debt securities, aggregating \$1.91 billion in principal amount, outstanding under the Indenture (as defined below).

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

General

We may issue our Debt Securities as notes or debentures or other unsecured evidences of indebtedness (collectively referred to as the "Debt Securities") in one or more new series under an indenture dated as of October 1, 1995 between us and UMB Bank, N.A., as trustee (the "Trustee"). This indenture, as previously supplemented by supplemental indentures and as to be supplemented by a new supplemental indenture for each series of Debt Securities, is referred to in this prospectus as the "Indenture."

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

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

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

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

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

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

substantial additional long-term indebtedness by us could require approval of state utility regulatory authorities and, possibly, of Federal utility regulatory authorities.

Registration, Transfer And Exchange

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

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

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

Payment and Paying Agents

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

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

Events of Default

The following are events of default under the Indenture:

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

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

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

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

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

Modification

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

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

- adding to our covenants for the benefit of the holders or surrendering a right given to us in the Indenture;
- adding security for the Notes; or
- making various other modifications, generally of a ministerial or immaterial nature. (Section 13.01 of the Indenture.)

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

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

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

Defeasance and Discharge

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

Consolidation, Merger and Sale of Assets; No Financial Covenants

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

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

No Limitations on Liens or Sale and Leaseback Transactions

At March 31, 2013, we had 11 other series of our Notes issued under the Indenture outstanding in the aggregate principal amount of \$1.91 billion. Although subject to earlier redemption at our option, the outstanding Notes mature between January 15, 2016 and May 15, 2041. Certain of these series of our Notes have provisions that limit (subject to certain exceptions) our ability to issue secured debt unless, at the time the secured debt is issued, we also equally secure such outstanding Notes. As a result, if in the future we were to issue secured debt, the outstanding series of Notes that contain this provision would also become secured. Unless otherwise specified in the applicable prospectus supplement, the Debt Securities offered hereby will not contain this provision. Therefore, the Debt Securities offered hereby would be effectively subordinated to the secured debt. There is no limit on the amount of debt that we may issue and, in the future, we may issue debt that includes provisions similar to those applicable to our other outstanding Notes.

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

Resignation or Removal of Trustee

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

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

Concerning the Trustee

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

BOOK-ENTRY SYSTEM

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

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

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

To facilitate subsequent transfers, all Debt Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Debt Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Debt Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Debt Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Debt Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus

Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Debt Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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

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

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

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

PLAN OF DISTRIBUTION

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

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

- the name or names of any underwriters or agents;
- the purchase price of the Debt Securities;
- our net proceeds from the sale of the Debt Securities;
- any underwriting discounts and other items constituting underwriters' compensation; and
- the initial public offering price and any discounts, concessions or commissions allowed or re-allowed or paid to dealers.

By Underwriters

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

By Dealers

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

By Agents and Direct Sales

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

General Information

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

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

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

LEGAL OPINIONS

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

Certain legal matters will be passed upon for any underwriters, dealers or agents named in a prospectus supplement by Chapman and Cutler LLP, Chicago, Illinois, or such other underwriters' counsel as may be named in the applicable prospectus supplement.

EXPERTS

The financial statements of Oklahoma Gas and Electric Company appearing in Oklahoma Gas and Electric Company's Annual Report (Form 10-K) for the year ended December 31, 2012 including the schedule appearing therein, and the effectiveness of Oklahoma Gas and Electric Company's internal control over financial reporting as of December 31, 2012, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon included therein, and incorporated herein by reference. Such financial statements are, and the audited financial statements to be included in subsequently filed documents will be, incorporated herein in reliance upon the reports of Ernst & Young LLP pertaining to such financial statements (to the extent covered by consents filed with the Securities and Exchange Commission) given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

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

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

- Our Annual Report on Form 10-K for the year ended December 31, 2012; and
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.

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

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

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

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

PART II:
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

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

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

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

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

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

OGE Energy Corp.

Section 1031 of the Oklahoma General Corporation Act provides that OGE Energy Corp. may, and in some circumstances must, indemnify its directors and officers against liabilities and expenses incurred by them as a result of serving in that capacity, subject to some limitations and conditions set forth in the statute. Substantially similar provisions that require indemnification are contained in OGE Energy Corp.'s Restated Certificate of Incorporation, which is filed as Exhibit 3.01 to OGE Energy Corp.'s Form 10-Q for the quarter ended June 30, 2011, and is incorporated herein by this reference. OGE Energy Corp.'s Restated Certificate of Incorporation also contains provisions limiting the liability of OGE Energy Corp.'s officers and directors in some instances. OGE Energy Corp. has an insurance policy covering its directors and officers against specified personal liability, which may include liabilities under the Securities Act of 1933. The forms of Underwriting Agreement filed as Exhibits 1.01 and 1.02 include provisions requiring the underwriters to indemnify OGE Energy Corp.'s directors and officers in some circumstances.

Oklahoma Gas and Electric Company

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

ITEM 16. EXHIBITS.

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

12.02	Statement of computation of ratio of earnings to fixed charges of Oklahoma Gas and Electric Company.
23.01	Independent auditors' consent for OGE Energy Corp.
23.02	Independent auditors' consent for Oklahoma Gas and Electric Company.
23.03	Legal counsel's consent for OGE Energy Corp. (Included in Exhibit 5.01 hereto.)
23.04	Legal counsel's consent for Oklahoma Gas and Electric Company. (Included in Exhibit 5.02 hereto.)
24.01	Power of attorney of certain officers and directors of OGE Energy Corp.
24.02	Power of attorney of certain officers and directors of Oklahoma Gas and Electric Company.
25.01	Form T-1 Statement of Eligibility of UMB Bank, N.A., to act as Trustee under the Indenture of OGE Energy Corp.
25.02	Form T-1 Statement of Eligibility of UMB Bank, N.A., to act as Trustee under the Indenture of Oklahoma Gas and Electric Company.

ITEM 17. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

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

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

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

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

Provided however, That:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OKLAHOMA GAS AND ELECTRIC COMPANY

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City and State of Oklahoma on the 3rd day of May, 2013.

OKLAHOMA GAS AND ELECTRIC COMPANY

By /s/ Sean Trauschke

 Sean Trauschke
 Vice President and Chief Financial Officer

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

Signature	Title	Date
/s/ Peter B. Delaney _____		
Peter B. Delaney	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	May 3, 2013
/s/ Sean Trauschke _____		
Sean Trauschke	Vice President and Chief Financial Officer (Principal Financial Officer)	May 3, 2013
/s/ Scott Forbes _____		
Scott Forbes	Controller and Chief Accounting Officer (Principal Accounting Officer)	May 3, 2013
* _____		
James H. Brandi	Director	May 3, 2013
* _____		
Wayne H. Brunetti	Director	May 3, 2013
* _____		
Luke R. Corbett	Director	May 3, 2013
* _____		
John D. Groendyke	Director	May 3, 2013
* _____		
Kirk Humphreys	Director	May 3, 2013
* _____		
Robert Kelley	Director	May 3, 2013
* _____		
Robert O. Lorenz	Director	May 3, 2013
* _____		
Judy R. McReynolds	Director	May 3, 2013
* _____		
Leroy C. Richie	Director	May 3, 2013
/s/ Sean Trauschke _____		
By Sean Trauschke (Attorney-in-Fact)		May 3, 2013

EXHIBIT INDEX

1.01	Form of Underwriting Agreement for common stock of OGE Energy Corp.
1.02	Form of Underwriting Agreement for debt securities of OGE Energy Corp.
1.03	Form of Underwriting Agreement for debt securities of Oklahoma Gas and Electric Company.
4.14	Form of Supplemental Indenture for each series of debt securities of OGE Energy Corp., being a supplemental instrument to Exhibit 4.01 hereto.
4.15	Form of Supplemental Indenture for each series of debt securities of Oklahoma Gas and Electric Company, being a supplemental instrument to Exhibit 4.03 hereto.
5.01	Opinion of counsel to OGE Energy Corp. as to the legality of the Securities.
5.02	Opinion of counsel to Oklahoma Gas and Electric Company as to the legality of the Debt Securities.
12.01	Statement of computation of ratio of earnings to fixed charges of OGE Energy Corp.
12.02	Statement of computation of ratio of earnings to fixed charges of Oklahoma Gas and Electric Company.
23.01	Independent auditors' consent for OGE Energy Corp.
23.02	Independent auditors' consent for Oklahoma Gas and Electric Company.
23.03	Legal counsel's consent for OGE Energy Corp. (Included in Exhibit 5.01 hereto.)
23.04	Legal counsel's consent for Oklahoma Gas and Electric Company. (Included in Exhibit 5.02 hereto.)
24.01	Power of attorney of certain officers and directors of OGE Energy Corp.
24.02	Power of attorney of certain officers and directors of Oklahoma Gas and Electric Company.
25.01	Form T-1 Statement of Eligibility of UMB Bank, N.A., to act as Trustee under the Indenture of OGE Energy Corp.
25.02	Form T-1 Statement of Eligibility of UMB Bank, N.A., to act as Trustee under the Indenture of Oklahoma Gas and Electric Company.

OGE ENERGY CORP.
(an Oklahoma corporation)

_____ Shares of Common Stock, Par Value \$0.01 Per Share

FORM OF UNDERWRITING AGREEMENT

Dated: _____

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OG E ENERGY CORP.
(AN OKLAHOMA CORPORATION)

_____ SHARES OF COMMON STOCK, PAR VALUE \$0.01 PER SHARE

UNDERWRITING AGREEMENT

To:

Ladies and Gentlemen:

OG E Energy Corp., an Oklahoma corporation (the "*Company*"), confirms its agreement with _____ (the "*Representatives*"), and each of the other entities identified on Schedule A hereto as underwriters (collectively, with the *Representatives*, the "*Underwriters*," which term includes any underwriter substituted as hereinafter provided in Section 11 hereof), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of an aggregate of _____ shares (the "*Firm Shares*") and at the election of the Underwriters an aggregate of up to _____ shares (the "*Option Shares*") of common stock, par value \$0.01 per share, of the Company (the "*Common Stock*"). The Firm Shares and the Option Shares that the Underwriters elect to purchase pursuant to Section 2 are hereinafter collectively called the "*Shares*."

The Company understands that the Underwriters propose to make a public offering of the Shares as soon as they deem advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the "*Commission*") a joint registration statement with Oklahoma Gas and Electric Company on Form S-3 (File No. 333-_____) covering the registration of an indeterminate amount of common stock and debt securities of the Company under the Securities Act of 1933, as amended (the "*1933 Act*"). Such registration statement was effective upon filing on _____. Such registration statement, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C of the rules and regulations of the Commission under the 1933 Act (the "*1933 Act Regulations*") to be part of the registration statement at the time of its effectiveness ("*Rule 430 Information*") are collectively referred to herein as the "*Registration Statement*." As used herein, the term "*Preliminary Prospectus*" means the preliminary prospectus supplement relating to the Shares dated _____, including the accompanying prospectus of the Company dated _____, and the term "*Prospectus*" means the prospectus in the form provided by the Company for use (or made available upon request of purchasers pursuant to Rule 173 under the 1933 Act) in connection with confirmation of sales of the Shares. Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "*Rule 462(b) Registration Statement*," and after such filing the term "*Registration Statement*" shall include the Rule 462(b) Registration Statement. Any reference in this Agreement to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include all amendments made by the Company prior to the Time of Sale or deemed incorporated (defined below) and all documents filed by the Company with the Commission and incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("*EDGAR*").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, the Preliminary Prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated or deemed incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "*1934 Act*") which is incorporated or deemed incorporated by reference in the Registration Statement, such Preliminary Prospectus or the Prospectus, as the case may be.

At or prior to ____ : ____ [a.m./p.m.] on _____, the time when sales of the Shares were first made on the date of this Agreement (the "*Time of Sale*"), the Company had prepared the following information (collectively, the "*Time of Sale Information*"): the Preliminary Prospectus, the pricing information set forth on Schedule C hereto and each "free-writing prospectus" (as defined pursuant to Rule 405 under the 1933 Act Regulations) listed on Schedule C hereto.

SECTION 1. REPRESENTATIONS AND WARRANTIES.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to each Underwriter as of the date hereof, as of the Time of Sale and as of each Closing Time (as defined in Section 2(b) hereof), and agrees with each Underwriter, as follows:

(i) *Compliance with Registration Requirements.* With respect to the Registration Statement, (A) the Registration Statement is an "automatic shelf registration statement" and the Company is a "well known seasoned issuer" (each as defined in Rule 405 under the 1933 Act), (B) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act objecting to the use of the Registration Statement, (C) the conditions for use of Form S-3, as set forth in the General Instructions thereof, have been satisfied and (D) no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto became effective or were deemed effective pursuant to Rule 430B(f)(2) of the 1933 Act (and, if later, at the time of filing of the Company's annual report on Form 10-K) and at the Closing Time, the Registration Statement, the Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations"), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Time, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Preliminary Prospectus, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification (Form T-1) under the 1939 Act of the Trustee, (B) information contained in the Registration Statement, the Prospectus or the Preliminary Prospectus relating to The Depository Trust Company and its book-entry system, or (C) statements in or omissions from the Registration Statement, the Prospectus or the Preliminary Prospectus made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus or the Preliminary Prospectus, which information is set forth on Schedule D hereto.

The Preliminary Prospectus and the Prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 of the 1933 Act Regulations ("Rule 424"), complied when so filed in all material respects with the 1933 Act Regulations, and the Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering were identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) *Time of Sale Information.* The Time of Sale Information, at the Time of Sale did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) information contained in the Time of Sale Information relating to The Depository Trust Company and its book-entry system or (B) statements in or omissions from the Time of Sale Information made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Time of Sale Information, which information is set forth on Schedule D hereto.

(iii) *Issuer Free Writing Prospectus.* Other than the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 of the 1933 Act Regulations) that constitutes an offer to sell or solicitation of an offer to buy the Shares (each such communication by the Company or its agents and representatives (other than a

communication referred to in clause (i) below) an “*Issuer Free Writing Prospectus*”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 of the 1933 Act Regulations or (ii) the Issuer Free Writing Prospectus, if any, listed on Schedule C hereto or communications (including electronic communications) containing substantially similar information and other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the applicable requirements of the 1933 Act, has been or will be filed in accordance with the 1933 Act Regulations (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(iv) *Incorporated Documents.* The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act and the rules and regulations of the Commission thereunder (the “*1934 Act Regulations*”), as applicable, and, when read together with the other information in the Prospectus or the Time of Sale Information, at the time the Registration Statement became effective (and, if later, at the time of filing of the Company's annual report on Form 10-K), at the time the Prospectus or the Time of Sale Information was issued and at each Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(v) *Independent Accountants.* Ernst & Young LLP, the accountants who examined and audited the financial statements and supporting schedules included in the Registration Statement, is an independent registered public accounting firm as required by the 1933 Act and the 1933 Act Regulations and the Public Company Accounting Oversight Board (United States).

(vi) *Financial Statements.* The financial statements included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the results of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles (“*GAAP*”) applied on a consistent basis throughout the periods involved, except as otherwise stated in the notes thereto. The supporting schedules, if any, included or incorporated by reference in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The summary or selected financial information included or incorporated by reference in the Prospectus and the Time of Sale Information presents fairly the information shown therein and has been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement. The Company has no material contingent obligation which is not disclosed in the Prospectus and the Time of Sale Information.

(vii) *No Material Adverse Change.* Since the respective dates as of which information is given or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business (a “*Material Adverse Effect*”), (B) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries taken as a whole, and (C) except for regular quarterly dividends on the Common Stock, par value \$0.01 per share, of the Company in amounts consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(viii) *Good Standing of the Company.* The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Oklahoma and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership

or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ix) *Good Standing of the Company's Subsidiaries.* Each subsidiary of the Company named in Exhibit 21.01 to the Company's most recent Annual Report on Form 10-K (each "*Significant Subsidiary*") has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to transact business and is in good standing in each jurisdiction in which it owns or leases substantial properties or in which the conduct of its business requires such qualification, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. The equity interests of each subsidiary owned by the Company, directly or through subsidiaries, are owned free and clear of any pledge, lien, encumbrance, or claim, except as disclosed in the Registration Statement.

(x) *Capitalization.* The authorized, issued and outstanding capital stock of the Company is as stated in the Registration Statement, Prospectus and the Time of Sale Information. The shares of issued and outstanding capital stock of the Company have been duly and validly issued and are fully paid and non-assessable.

(xi) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(xii) *Authorization of the Shares.* The Shares have been duly authorized for issuance and sale pursuant to this Agreement and, when issued and delivered against payment of the purchase price therefor as provided in this Agreement, will be duly authorized, validly issued and fully paid and nonassessable. Shareholders of the Company will have no preemptive rights with respect to the issuance of the Shares.

(xiii) *Description of the Common Stock.* The Common Stock will conform in all material respects to the description contained in the Prospectus and the Time of Sale Information.

(xiv) *Absence of Defaults and Conflicts.* Neither the Company nor any Significant Subsidiary is (i) in violation of its charter or by-laws or similar organizational documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which it is a party or by which it may be bound, or to which any of its property or assets is subject (collectively, "*Agreements and Instruments*") or (iii) except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject except in the case of (ii) and (iii) for such defaults or violations that would not reasonably be expected to result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the issuance and delivery of the Shares, and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Time of Sale Information (including the issuance and sale of the Shares and the use of the proceeds from the sale of the Shares as described in the Prospectus under the caption "*Use of Proceeds*") and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Significant Subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any Significant Subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any Significant Subsidiary or any of their assets, properties or operations. As used herein, a "*Repayment Event*" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any Significant Subsidiary, other than such events or conditions that are contemplated by the terms of this Agreement.

(xv) *Absence of Proceedings.* Other than as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which is required to be disclosed in the Registration Statement or

which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of its property or assets is the subject which are not described in the Registration Statement, the Prospectus and the Time of Sale Information including ordinary routine litigation incidental to its business, could not reasonably be expected to result in a Material Adverse Effect.

(xvi) *Accuracy of Exhibits.* There are no contracts or documents which are required to be described in the Registration Statement, the Time of Sale Information, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described or filed as required.

(xvii) *Absence of Further Requirements.* No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Shares hereunder or the consummation of the transactions contemplated by this Agreement and the Registration Statement, the Prospectus and the Time of Sale Information, except such as have been already obtained.

(xviii) *Possession of Licenses and Permits.* The Company and its subsidiaries possess such permits, licenses, approvals, consents, franchises and other authorizations issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct in all material respects the business now operated by them and as described in the Registration Statement, the Time of Sale Information and Prospectus, except where the failure so to possess such permit, license, approval, consent or authorization would not, singly or in the aggregate, have a Material Adverse Effect (collectively, "*Governmental Licenses*"); the Company and each subsidiary is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xix) *Title to Property.* The Company and its subsidiaries have good and sufficient title to all real property, principal plants and all other property owned by them and which is material to the Company's and its subsidiaries' operations taken as a whole, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Registration Statement, Prospectus and Time of Sale Information or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries taken as a whole, and under which the Company or any of its subsidiaries holds properties described in the Prospectus, are in full force and effect, and neither the Company nor any subsidiary has notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or any subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xx) *Labor.* No labor disturbance by the employees of the Company exists or, to the knowledge of the Company, is imminent which might be expected to have a Material Adverse Effect.

(xxi) *Taxes.* The Company and its subsidiaries have filed all federal, state and local income and franchise tax returns required to be filed through the date hereof (other than those filings being contested in good faith) and have paid all taxes of which they have notice are due thereon (other than those being contested in good faith and for which adequate reserves have been provided without penalty or interest), and no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company nor any subsidiary have any knowledge of any tax deficiency which, if determined adversely to the Company or any of its subsidiaries, might have) a Material Adverse Effect.

(xxii) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Common Stock; *provided, however,* that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

(xxiii) *Illegal Payments.* Neither the Company nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(xxiv) *Disclosure Controls and Procedures.* The Company (i) has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the 1934 Act), which (A) are designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and its principal financial officer by others within the Company, particularly during the periods in which the periodic reports required under the 1934 Act are being prepared, (B) have been evaluated for effectiveness, as of the end of the period covered by the respective annual or quarterly report, and (C) are effective in all material respects to perform the functions for which they were established, (ii) based on the evaluation of its disclosure controls and procedures, is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls, and (iii) since the date of the most recent evaluation of such disclosure controls and procedures, has experienced no changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

(xxv) *Accounting Controls.* The Company maintains systems of "internal control over financial reporting" (as such term is defined in Rule 13a-15(f) of the 1934 Act) that comply with the requirements of the 1934 Act and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) records are maintained in reasonable detail so as to accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) the unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements is being prevented or timely detected.

(xxvi) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or, to the Company's knowledge, any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxvii) *Status under the 1933 Act.* The Company is not an "ineligible issuer" as defined under the 1933 Act at the times specified in the 1933 Act in connection with the offering of the Shares.

(xxviii) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Shares and the application of proceeds therefrom, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(b) *Officer's Certificates.* Any certificate signed by any officer of the Company and delivered to any Underwriter or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 2. SALE AND DELIVERY TO UNDERWRITERS; CLOSING.

(a) *Agreements to Sell and Purchase.* On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, (i) the Company agrees to sell to each Underwriter listed on Schedule A, severally and not jointly, and each Underwriter listed on Schedule A, severally and not jointly, agrees to purchase from the Company, at a purchase price of \$_____ per share, the total number of Firm Shares set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Shares which such Underwriter may become obligated to purchase pursuant to the provisions of Section 12 hereof, and (ii) in the event and to the extent that the Underwriters shall exercise the election to purchase Option Shares as hereinafter provided in this Section 2, the Company agrees to sell to each Underwriter listed on Schedule A, severally and not

jointly, and each Underwriter listed on Schedule A, severally and not jointly, agrees to purchase from the Company, at the purchase price per share set forth in clause (i) of this sentence, the number of Option Shares (adjusted by the Representatives so as to eliminate fractional shares) determined by multiplying the total number of Option Shares to be purchased by the Underwriters as set forth in the notice referred to below by a fraction, the numerator of which is the number of Firm Shares to be purchased by such Underwriter as set forth set forth in Schedule A opposite the name of such Underwriter and the denominator of which is the total number of Firm Shares. The Underwriters agree to offer the Shares to the public as set forth in the Prospectus.

The Company hereby grants to the Underwriters the option to purchase, at their election, up to _____ of the Option Shares, at the purchase price per share specified in the first paragraph of this Section 2, for the sole purpose of covering over-allotments in the sale of the Firm Shares. Such election may be exercised only by written notice from the Representatives to the Company given within the period of 30 calendar days after the date of this Agreement, which notice shall set forth the aggregate number of Option Shares to be purchased and the date on which such Option Shares are to be delivered, as determined by the Representatives (but in no event earlier than the First Closing Time, as defined in paragraph (b) or, unless the Representatives and the Company otherwise agree in writing, earlier than two or later than 10 business days after the date of such notice).

(b) *Payment.* Payment of the purchase price for, and delivery of, the Firm Shares shall be made at the offices of _____, or at such other place as shall be agreed upon by the Representatives and the Company, at 9:00 a.m. (_____ time) on the third business day after the date hereof (unless postponed in accordance with the provisions of Section 12), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company. The payment of the purchase price for, and delivery of, Option Shares shall be made at the place, date and time specified by the Representatives in the written notice of election given by the Representatives pursuant to Section 2(a) or such other time as shall be agreed upon by the Representatives and the Company. Such time and date of payment for and delivery of the Firm Shares is hereinafter called the "*First Closing Time*"; such time and date of payment for and delivery of Option Shares, if not the First Closing Time, is hereinafter called an "*Option Closing Time*"; and each such time and date is hereinafter called a "*Closing Time*."

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Representatives for the respective accounts of the Underwriters of the Shares. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Shares which it has agreed to purchase. The Representatives, individually and not as representatives of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Shares to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

(c) *Delivery; Registration.* The Shares will be registered in the names of the Underwriters and in the amounts set forth in Schedule A hereto, except that if the Company receives a written request from the Representatives prior to noon on the second business day preceding the Closing Time giving the names in which the Shares are to be registered and the denominations thereof, the Company will deliver the Shares so registered.

(d) *No Fiduciary Duty.* The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Shares contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and, except as otherwise contemplated in this Agreement, the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

SECTION 3. COVENANTS OF THE COMPANY.

The Company covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b), will comply with the requirements of Rule 424 and will notify the Underwriters promptly, and confirm the notice in writing, (i) of the effectiveness of any post-effective amendment to the Registration Statement, or of the filing of any supplement to the Prospectus or any amended Prospectus, or of any Issuer Free Writing Prospectus, (ii) of the receipt of any comments from the Commission,

(iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or any Issuer Free Writing Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the Preliminary Prospectus, or of receipt from the Commission of any notice of objection to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act, or of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or pursuant to Section 8A of the 1933 Act, and (v) of the occurrence of any event within the Prospectus Delivery Period (as defined in Section 3(d) below) as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading. The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 403A, 430B or 430C under the 1933 Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the 1933 Act and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus or Issuer Free Writing Prospectus transmitted for filing under Rule 424(b) or Rule 433, as applicable, was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, or notice of objection is received, to obtain the lifting or removal thereof at the earliest possible moment. The Company will pay the required Commission filing fees related to the Shares within the time required by Rule 456 of the 1933 Act.

(b) *Filing of Amendments; Issuer Free Writing Prospectus.* Prior to the later of the final Closing Time or the termination of the Prospectus Delivery Period, before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and prior to the later of the final Closing Time or the termination of the Prospectus Delivery Period, will not prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(c) *Delivery of Registration Statements.* The Company has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, in such number as the Representatives reasonably request, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company has delivered to each Underwriter, without charge, as many copies of the Preliminary Prospectus and documents incorporated by reference therein as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. During the Prospectus Delivery Period, the Company will furnish to each Underwriter, without charge, such number of copies of the Prospectus (as amended or supplemented) and documents incorporated by reference therein and each Issuer Free Writing Prospectus as such Underwriter may reasonably request. The Prospectus, each Issuer Free Writing Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. As used herein, the term “*Prospectus Delivery Period*” means such period of time after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters a prospectus relating to the Shares is required by law to be delivered (or required to be delivered but for Rule 172 under the 1933 Act) in connection with sales of the Shares by any Underwriter or dealer. The Representatives, on behalf of the Underwriters, shall promptly notify the Company after the Prospectus Delivery Period has been terminated.

(e) *Continued Compliance with Securities Laws.* The Company will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Shares as contemplated in this Agreement and in the Prospectus. If at any time during the Prospectus Delivery Period, any event occurs or condition exists as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order that the Registration Statement, Prospectus or Time of Sale Information, as applicable, will not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it is

necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Prospectus or Time of Sale Information comply with such requirements, and the Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(f) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(g) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Shares in the manner specified in the Registration Statement, the Prospectus and the Time of Sale Information under "Use of Proceeds."

(h) *Restriction on Sale of Securities.* During the period beginning on the date of this Agreement and continuing until _____, the Company will not, without the prior written consent of the Representatives, in their sole discretion, directly or indirectly, issue, sell, offer or contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any Common Stock of the Company (except pursuant to its dividend reinvestment plan, its employee benefit plans or pursuant to prior contractual commitments that have been disclosed to the Representatives).

(i) *Listing of Shares.* The Company will use its best efforts to list, subject to notice of issuance, the Shares on the New York Stock Exchange.

(j) *Blue Sky Qualifications.* The Company will furnish such information, execute such instruments and take such action as may be required to qualify the Shares for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Shares; *provided* that the Company shall not be required to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general or unlimited service of process in any jurisdiction where it is not now so subject.

(k) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain, as and to the extent required under Rule 433 of the 1933 Act Regulations, copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 of the 1933 Act Regulations.

(l) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares; *provided, however,* that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

SECTION 4. PAYMENT OF EXPENSES.

(a) *Expenses.* Whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, the Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters, and such other documents as may be reasonably required in connection with the offering, purchase, sale, issuance or delivery of the Shares, (iii) all costs, taxes and expenses incident to the preparation, issuance and delivery of the Shares to the Underwriters, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the printing and delivery to the Underwriters of copies of the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendments or supplements thereto, (vi) all costs and expenses (including reasonable fees and expenses of counsel) incurred in connection with "blue sky" qualifications, and (vii) all costs and expenses incurred in connection with the listing of the Shares on the New York Stock Exchange.

(b) *Termination of Agreement.* If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 6 or Section 11(a) (i) hereof or in accordance with Section 7 hereof, the Company shall reimburse the Underwriters for all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters. If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 11(a)(ii) through (v) hereof, the

Company shall reimburse the Underwriters for one half of all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. CERTAIN AGREEMENTS OF THE UNDERWRITERS.

Each Underwriter, severally and not jointly, hereby represents and agrees as follows:

(a) Without the prior consent of the Company and the Representatives, other than (i) any free writing prospectus that contains only information describing the preliminary terms of the Shares or their offering or (ii) any Issuer Free Writing Prospectus listed on Schedule C or prepared pursuant to Section 1(a)(iii) or Section 3(b) above, it has not made and will not make any offer relating to the Shares that would constitute a “free writing prospectus” as defined in Rule 405 under the 1933 Act, required to be filed with the SEC.

(b) It is not subject to any pending proceeding under Section 8A of the 1933 Act Regulations with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated).

SECTION 6. CONDITIONS OF UNDERWRITERS' OBLIGATIONS.

The obligations of the several Underwriters to purchase the Shares to be delivered at each Closing Time are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof and in certificates of any officer of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus.* At each Closing Time, no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor or pursuant to Section 8A of the 1933 Act initiated or threatened by the Commission, no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. The Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the 1933 Act (in the case of a Issuer Free Writing Prospectus, to the extent required by Rule 433 under the 1933 Act) and in accordance with Section 3(b) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Opinions of Counsel for Company.* At each Closing Time, the Representatives shall have received the favorable opinions, dated as of such Closing Time, of Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, and Jones Day, Chicago, Illinois, each counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, together with signed original or reproduced copies of such opinions for each of the other Underwriters to the effect set forth below and to such further effect as counsel to the Underwriters may reasonably request.

(i) *Opinion of Oklahoma Counsel.*

(A) the Company is a legally existing corporation and is in good standing under the laws of the State of Oklahoma and has corporate power, right and authority to do business and to own property in the State of Oklahoma in the manner and as set forth in the Registration Statement, Prospectus and Time of Sale Information;

(B) each Significant Subsidiary is legally existing and is in good standing under the laws of the jurisdiction of its organization and has the power, right and authority to do business and to own property in its respective jurisdictions in the manner and as set forth in the Registration Statement, Prospectus and Time of Sale Information;

(C) The issue and sale of the Shares by the Company in accordance with the terms of this Agreement have been duly and validly authorized by all necessary corporate action; the Shares, when registered and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute Common Stock which has been duly authorized and validly issued, is fully paid and non-assessable and has not been issued in violation of the preemptive rights of any shareholder of the Company; and the Common Stock conforms as to legal matters with

the statements concerning it made in the Prospectus, and such statements accurately set forth the matters respecting the Common Stock required to be set forth in the Prospectus;

(D) while, except as otherwise stated in said opinion, such counsel are not passing upon and do not assume responsibility for and shall not be deemed to have independently verified the accuracy, completeness or fairness of the Registration Statement, the Prospectus or the Time of Sale Information, nothing has come to the attention of such counsel that would lead them to believe that the Registration Statement at the time it became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Time of Sale Information, at the Time of Sale (which such counsel may assume to be the date of this Agreement or as otherwise agreed by such counsel and the Underwriters) contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that the Prospectus at the time it was filed pursuant to Rule 424 under the 1933 Act or at such Closing Time contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(E) this Agreement has been duly authorized, executed and delivered by the Company;

(F) such counsel does not know of any legal or governmental proceedings required to be described in the Registration Statement, the Prospectus and Time of Sale Information which are not described as required, nor of any contracts or documents of a character required to be described in the Registration Statement, the Prospectus and Time of Sale Information or to be filed as exhibits to the Registration Statement which are not described and filed as required;

(G) the Shares conform in all material respects to the statements concerning them in the Registration Statement, Prospectus and Time of Sale Information;

(H) all statements contained in the Registration Statement, the Time of Sale Information and Prospectus purporting to set forth the advice or the opinion of such counsel or to be based upon the opinion of such counsel correctly set forth the opinion of such counsel on such respective matters; and

(I) the execution and delivery of this Agreement and the issuance of the Shares, under the circumstances contemplated hereby and thereby, do not and will not violate the charter or by-laws or similar organizational documents of the Company or any Significant Subsidiary, or in any material respect conflict with or constitute on the part of the Company or any Significant Subsidiary a breach of or default under any indenture, lease, mortgage, deed of trust, note, agreement or other instrument known to such counsel to which the Company or such Significant Subsidiary is a party or any law, regulation, consent decree or administrative, arbitration or court order known to such counsel to which the Company or such Significant Subsidiary is subject;

(ii) *Opinion of Jones Day*. Such opinion shall cover the matters set forth in the form attached hereto as Schedule E.

(c) *Opinion of Counsel for Underwriters*. At each Closing Time, the Representatives shall have received the favorable opinion, dated as of such Closing Time, of Chapman and Cutler LLP, counsel for the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters with respect to such matters related to the issuance and sale of the Shares as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of Illinois and the federal law of the United States, upon the opinions of Oklahoma counsel or other counsel satisfactory to the Underwriters.

(d) *Officers' Certificate*. At each Closing Time, the Underwriters shall have received a certificate of the chief executive officer or a vice president of the Company and of the chief financial or chief accounting officer of the Company, dated as of such Closing Time, to the effect that (i) there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus and the Time of Sale Information, any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business, (ii) the representations and warranties

in this Agreement are true and correct with the same force and effect as though expressly made at and as of such Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to such Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act have been instituted or are pending or, to their knowledge, are contemplated by the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

(e) *Accountants' Comfort Letter.* At the time of the execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter, dated such date, in form and substance satisfactory to the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus.

(f) *Bring-down Comfort Letter.* At each Closing Time, the Representatives shall have received from Ernst & Young LLP a letter, dated as of such Closing Time, together with signed original or reproduced copies of such letter for each of the other Underwriters, to the effect that Ernst & Young LLP reaffirms the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to such Closing Time.

(g) *Material Adverse Change.* (i) Since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus, the Company shall not have sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus or (ii) since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus there shall not have been any material change in the capital stock or long-term debt of the Company or any change, or any development involving a prospective change, in or affecting the condition, financial or otherwise, or in the earnings, results of operations, properties, management, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at each Closing Time on the terms and in the manner contemplated in the Time of Sale Information and the Prospectus.

(h) *Listing of Shares.* The Shares to be delivered at such Closing Time shall have been duly approved for listing on the New York Stock Exchange subject to official notice of issuance.

(i) *Additional Documents.* At each Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Shares as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Shares as herein contemplated shall be satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

(j) *Termination of Agreement.* If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by notice to the Company at any time at or prior to each Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

In giving the opinions contemplated by paragraphs (b) and (c) of this Section 6, counsel may rely upon certificates of state officials as to the Company's and its Significant Subsidiaries' good standing and upon certificates of officers of the Company as to matters of fact relevant to such opinions. In giving such opinions, counsel may assume (i) that the Shares have been registered by an authorized official of the Transfer Agent and Registrar, (ii) that the signatures on all documents examined by them are genuine, and (iii) that the written information supplied by the Underwriters expressly for use in the Registration Statement or the Prospectus is adequate.

SECTION 7. CONDITIONS OF COMPANY'S OBLIGATIONS.

The obligation of the Company to deliver the Shares at each Closing Time upon payment therefor shall be subject to the following conditions:

At such Closing Time, no stop order suspending the effectiveness of the Registration Statement shall be in effect, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act shall then be pending before, or threatened by, the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

In case any of the conditions specified above in this Section 7 shall not have been fulfilled, this Agreement may be terminated by the Company by delivering written notice of termination to the Underwriters. Any such termination shall be without liability of any party to any other party except to the extent provided in Section 4 hereof and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

SECTION 8. INDEMNIFICATION.

(a) The Company shall indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person who controls such Underwriter within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Shares), to which that Underwriter or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any such amendment or supplement, in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein which information consists solely of the information specified in Schedule D. The foregoing indemnity agreement is in addition to any liability which the Company may otherwise have to any Underwriter or to any officer, employee or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Company, each of its officers who signed the Registration Statement, each of its directors and each person, if any, who controls the Company within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company or any such director, officer or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse the Company and any such director, officer or controlling person for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information consists of the information set forth on Schedule D. The foregoing indemnity agreement is in addition to any liability which any Underwriter may otherwise have to the Company or any such director, officer or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the Representatives shall have the right to employ counsel to represent jointly the Representatives and those other Underwriters and their respective controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Section 8 if, in the reasonable judgment of the Representatives, the Representatives shall have reasonably concluded that there may be legal defenses available to them and the other Underwriters that are different from or in addition to those available to the indemnifying party, and in that event the fees and expenses of such separate counsel shall be paid by the Company (*provided* that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel and one local counsel). No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

SECTION 9. CONTRIBUTION.

If the indemnification provided for in Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares to which such liability relates or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Shares to which such liability relates purchased under this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriters with respect to the Shares to which such liability relates purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of such Shares under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section shall be deemed to include, for purposes of this Section, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section with respect to Shares to which liability relates, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which such Shares to which such liability relates underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay with respect to Shares by reason of any untrue

or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 9 are several in proportion to their respective underwriting obligations with respect to Shares and not joint.

SECTION 10. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive delivery of the Shares to the Underwriters.

SECTION 11. TERMINATION OF AGREEMENT.

(a) *Termination; General.* This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, at any time at or prior to the Closing Time if: (i) there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus, any loss sustained by the Company by strike, fire, flood, accident or other calamity of such character as to interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured, or any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, (ii) trading in securities generally on the New York Stock Exchange or the Nasdaq Stock Market or in the over-the-counter market, or trading in any securities of the Company or any subsidiary on any exchange or in the over-the-counter market, shall have been suspended or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (iii) a banking moratorium shall have been declared by federal or state authorities or there is a material disruption in securities settlement or clearance services in the United States, (iv) since the time of the execution of this Agreement, the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, (v) there shall have occurred any calamity or crisis or such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of the Representatives impracticable or inadvisable to proceed with the public offering, sale or delivery of the Shares being delivered at such Closing Time on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and in the Prospectus or (vi) the representations in Section 1(a)(ii) are incorrect in any respect.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and *provided, further*, that Sections 1, 8, 9 and 10 shall survive such termination and remain in full force and effect.

SECTION 12. DEFAULT BY ONE OR MORE OF THE UNDERWRITERS.

(a) If one or more of the Underwriters set forth in Schedule A fails at any Closing Time to purchase the Shares which it or they are obligated to purchase under this Agreement at such Closing Time (the "*Defaulted Shares*"), the remaining Underwriter or Underwriters set forth in Schedule A (the "*Non-Defaulting Underwriters*") will have the right, within 36 hours thereafter, to make arrangements for one or more of the Non-Defaulting Underwriters, or any other underwriter or underwriters, to purchase all, but not less than all, of the Defaulted Shares in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Non-Defaulting Underwriters do not complete such arrangements within such 36-hour period, then:

(i) if the number of Defaulted Shares does not exceed one-eleventh of the aggregate number of Shares to be purchased hereunder at such Closing Time, each of the Non-Defaulting Underwriters will be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all Non-Defaulting Underwriters; or

(ii) if the number of Defaulted Shares exceeds one-eleventh of the aggregate number of Shares to be purchased hereunder at such Closing Time, this Agreement will terminate with respect to the Shares without liability on the part of any Non-Defaulting Underwriters (*provided* that if such default occurs with respect to Option Shares after the First Closing Time, this Agreement will not terminate as to the Firm Shares or any Option Shares purchased prior to such termination).

No action taken pursuant to this Section 12(a) will relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement with respect to the Shares, either the Non-Defaulting Underwriters or the Company will have the right to postpone such Closing Time for the Shares for a period not exceeding seven days in order to effect any required changes in the Registration Statement, Time of Sale Information or Prospectus or in any other documents or arrangements.

(b) As used herein, the term "*Underwriter*" includes any person substituted for an Underwriter under this Section 12.

SECTION 13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to _____, Fax: _____, Attention: _____; each with a copy to Chapman and Cutler LLP, 111 West Monroe Street, Chicago, Illinois 60603, Attention: _____. Notices to the Company shall be directed to it at OGE Energy Corp., 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma, 73101-0321, Attention: Treasurer, with a copy to Jones Day, 77 West Wacker, Chicago, Illinois 60601, Attention: _____.

SECTION 14. PARTIES.

This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 8 and 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Shares from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. GOVERNING LAW AND TIME.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Except as otherwise set forth herein, specified times of day refer to New York City time.

SECTION 16. EFFECT OF HEADINGS.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,
OGE ENERGY CORP.

By: _____

CONFIRMED AND ACCEPTED, as of the date
first above written:

[Names of Representatives]
Acting severally on behalf of themselves and the several
Underwriters named on Schedule A hereto

By: _____, as Representative

By: _____

SCHEDULE B

OGE ENERGY CORP.

\$ _____ COMMON STOCK, PAR VALUE \$0.01 PER SHARE

PRICING INFORMATION

Price Per Share to the Public

Number of Firm Shares

Number of Option Shares

Underwriters' Discount

ISSUER FREE WRITING PROSPECTUS

SCHEDULE C

TIME OF SALE INFORMATION

Preliminary Prospectus dated _____.

Pricing Information for the Shares as set forth in Schedule B hereto.

SCHEDULE D

INFORMATION PROVIDED BY UNDERWRITERS

The information set forth below constitutes the only information furnished to the Company by any Underwriter expressly for use in the Registration Statement (or any amendment thereto) or Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto): statements with respect to the public offering price of the Shares by the Underwriters set forth on the cover page of, and the statements in the _____ paragraphs appearing under, the caption "Underwriting" in the Prospectus.

SCHEDULE E

FORM OF OPINION OF JONES DAY

1. The (i) execution, delivery and performance of the Underwriting Agreement by the Company, (ii) issuance and sale of the Shares by the Company and (iii) compliance with the terms and provisions thereof by the Company will not violate any law or regulation known to such counsel generally to be applicable to transactions of this type (other than federal and state securities or "blue sky" laws, as to which we express no opinion in this paragraph), or any order or decree known to such counsel of any court, arbitrator or governmental agency that is binding upon the Company or its respective properties or violate or result in a default under any of the terms and provisions of any agreement to which the Company is a party or bound (this opinion being limited (A) to those orders, decrees and agreements identified on Exhibit A attached hereto and (B) in that such counsel expresses no opinion with respect to any violation or default (1) not readily ascertainable from the face of any such order, decree or agreement, (2) arising under or based upon any cross default provision insofar as it relates to a violation or default under an agreement not so identified on Exhibit A attached hereto or (3) arising as a result of any violation of or default under any agreement or covenant by failure to comply with any financial or numerical requirement requiring computation).

2. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required in connection with the issuance or sale of the Shares by the Company, except (i) for the registration of the Shares under the 1933 Act and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder, (ii) for periodic and other reporting requirements under the 1934 Act and the rules and regulations of the Commission thereunder or (iii) as may be required under state securities or "blue sky" laws.

3. Except as disclosed in the Prospectus, to such counsel's Actual Knowledge, there is no litigation or any governmental proceedings, pending or threatened, that would be required to be described in the Time of Sale Information or the Prospectus that are not described as required.

Such counsel has participated in the preparation of the Company's registration statement on Form S-3 (Registration No. 333-) (the "Registration Statement"), the prospectus, dated , 2010 (the "Base Prospectus"), the preliminary prospectus supplement, dated , (together with the Base Prospectus, the "Preliminary Prospectus"), the information set forth in Schedule B to the Underwriting Agreement (together with the Preliminary Prospectus, the "Time of Sale Information") and the prospectus supplement, dated , (together with the Base Prospectus, the "Prospectus"). Each of the Registration Statement, the Preliminary Prospectus and the Prospectus includes the documents incorporated or deemed incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act (collectively, the "Exchange Act Documents"). From time to time, such counsel has had discussions with certain officers, directors and employees of the Company, with representatives of Ernst & Young LLP, the independent registered public accounting firm who examined the financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, with the Underwriters and with counsel to the Underwriters, concerning the information contained in or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus and the proposed responses to various items in Form S-3. Based solely upon such counsel's participation and discussions described above, such counsel is of the view that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of , which is the date the Underwriters have identified as the earlier of the date the Prospectus was first used or the date of the first contract of sale of the Shares (such date, the "Effective Date"), and the Prospectus, as of its date, complied as to form in all material respects with the requirements of the 1933 Act and the rules and regulations of the Commission thereunder, and that each of the Exchange Act Documents that was filed with the Commission prior to the date hereof at the time they were filed complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder, except that such counsel expresses no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein or (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts.

Such counsel has not independently verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus. Based on the participation and discussions set forth above, however, no facts have come to such counsel's attention that cause such counsel to believe that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of the Effective Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, that the Time of Sale Information, as of [a.m./p.m.], Eastern Standard Time, on , (which is the time that the Underwriters have informed such counsel was prior to the first contract of sale of any Shares by the Underwriters) included any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Prospectus, as of its date or on the date

hereof, included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that we express no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein or (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts.

The Registration Statement has become effective under the 1933 Act and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened by the Commission.

Insofar as matters herein are stated to be to such counsel's Actual Knowledge or refer to the state of such counsel's knowledge, "Actual Knowledge" means the actual knowledge of any lawyer in the Covered Lawyer Group; and the "Covered Lawyer Group" means lawyers currently in such counsel's firm who have given substantive legal attention to the representation of the Company since [_____]. In making the foregoing statements, such counsel has inquired as to the Actual Knowledge of the lawyers in the Covered Lawyer Group with respect to the existence of legal proceedings described above, and such counsel has relied on certificates of officers or other representatives of the Company. Such counsel has not, however, made any review, search or investigation of any public or private records or files, including, without limitation docket records or other records or files of the Company or such counsel's firm.

OGE ENERGY CORP.
(an Oklahoma corporation)

\$ _____ % Senior Notes, Series due _____

FORM OF UNDERWRITING AGREEMENT

Dated: _____

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OGE ENERGY CORP.
(AN OKLAHOMA CORPORATION)

\$ _____ % SENIOR NOTES, SERIES DUE _____

UNDERWRITING AGREEMENT

To:

Ladies and Gentlemen:

OGE Energy Corp., an Oklahoma corporation (the "*Company*"), confirms its agreement with _____ (the "*Representatives*"), and each of the other entities identified on Schedule A hereto as underwriters (collectively, with the Representatives, the "*Underwriters*," which term includes any underwriter substituted as hereinafter provided in Section 11 hereof), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in Schedule A hereto of \$ _____ aggregate principal amount of the Company's _____ % Senior Notes, Series due _____ (the "*Senior Notes*"). The Senior Notes are to be issued pursuant to the Indenture dated as of November 1, 2004 between the Company and UMB Bank, N.A., as trustee (the "*Trustee*"), as heretofore amended and supplemented and as amended and supplemented by Supplemental Indenture No. __, dated as of _____, creating the series in which the Senior Notes are to be issued. The term "*Indenture*," as used herein, means such Indenture dated as of October 1, 1995, as so amended and supplemented, and includes the Company Order (as defined in the Indenture), if any, establishing the form and terms of the Senior Notes pursuant to the Indenture.

The Company understands that the Underwriters propose to make a public offering of the Senior Notes as soon as they deem advisable after this Agreement has been executed and delivered. The Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "*1939 Act*").

The Company has filed with the Securities and Exchange Commission (the "*Commission*") a joint registration statement with Oklahoma Gas and Electric Company on Form S-3 (File No. 333-_____) covering the registration of an indeterminate amount of common stock and debt securities of the Company under the Securities Act of 1933, as amended (the "*1933 Act*"). Such registration statement was effective upon filing on _____. Such registration statement, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C of the rules and regulations of the Commission under the 1933 Act (the "*1933 Act Regulations*") to be part of the registration statement at the time of its effectiveness ("*Rule 430 Information*") are collectively referred to herein as the "*Registration Statement*." As used herein, the term "*Preliminary Prospectus*" means the preliminary prospectus supplement relating to the Senior Notes dated _____, including the accompanying prospectus of the Company dated _____, and the term "*Prospectus*" means the prospectus in the form provided by the Company for use (or made available upon request of purchasers pursuant to Rule 173 under the 1933 Act) in connection with confirmation of sales of the Senior Notes. Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "*Rule 462(b) Registration Statement*," and after such filing the term "*Registration Statement*" shall include the Rule 462(b) Registration Statement. Any reference in this Agreement to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include all amendments made by the Company prior to the Time of Sale or deemed incorporated (defined below) and all documents filed by the Company with the Commission and incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("*EDGAR*").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, the Preliminary Prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated or deemed incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "*1934 Act*") which is incorporated or deemed incorporated by reference in the Registration Statement, such Preliminary Prospectus or the Prospectus, as the case may be.

At or prior to ____: ____ [a.m./p.m.] on _____, the time when sales of the Senior Notes were first made on the date of this Agreement (the "Time of Sale"), the Company had prepared the following information (collectively, the "Time of Sale Information"): the Preliminary Prospectus and each "free-writing prospectus" (as defined pursuant to Rule 405 under the 1933 Act Regulations) listed on Schedule C hereto.

SECTION 1. REPRESENTATIONS AND WARRANTIES.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to each Underwriter as of the date hereof, as of the Time of Sale and as of the Closing Time (as defined in Section 2(b) hereof), and agrees with each Underwriter, as follows:

(i) *Compliance with Registration Requirements.* With respect to the Registration Statement, (A) the Registration Statement is an "automatic shelf registration statement" and the Company is a "well known seasoned issuer" (each as defined in Rule 405 under the 1933 Act), (B) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act objecting to the use of the Registration Statement, (C) the conditions for use of Form S-3, as set forth in the General Instructions thereof, have been satisfied and (D) no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto became effective or were deemed effective pursuant to Rule 430B(f)(2) of the 1933 Act (and, if later, at the time of filing of the Company's annual report on Form 10-K) and at the Closing Time, the Registration Statement, the Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the 1939 Act and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations"), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Time, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Preliminary Prospectus, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification (Form T-1) under the 1939 Act of the Trustee, (B) information contained in the Registration Statement, the Prospectus or the Preliminary Prospectus relating to The Depository Trust Company and its book-entry system, or (C) statements in or omissions from the Registration Statement, the Prospectus or the Preliminary Prospectus made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus or the Preliminary Prospectus, which information is set forth on Schedule D hereto.

The Preliminary Prospectus and the Prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 of the 1933 Act Regulations ("Rule 424"), complied when so filed in all material respects with the 1933 Act Regulations, and the Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering were identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) *Time of Sale Information.* The Time of Sale Information, at the Time of Sale did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) information contained in the Time of Sale Information relating to The Depository Trust Company and its book-entry system or (B) statements in or omissions from the Time of Sale Information made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Time of Sale Information, which information is set forth on Schedule D hereto.

(iii) *Issuer Free Writing Prospectus.* Other than the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 of the 1933 Act Regulations) that constitutes an offer to sell or solicitation of an offer to buy the Senior Notes (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an “*Issuer Free Writing Prospectus*”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 of the 1933 Act Regulations or (ii) the documents listed on Schedule C hereto or communications (including electronic communications) containing substantially similar information and other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the applicable requirements of the 1933 Act, has been or will be filed in accordance with the 1933 Act Regulations (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(iv) *Incorporated Documents.* The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act and the rules and regulations of the Commission thereunder (the “*1934 Act Regulations*”), as applicable, and, when read together with the other information in the Prospectus or the Time of Sale Information, at the time the Registration Statement became effective (and, if later, at the time of filing of the Company's annual report on Form 10-K), at the time the Prospectus or the Time of Sale Information was issued and at the Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(v) *Independent Accountants.* Ernst & Young LLP, the accountants who examined and audited the financial statements and supporting schedules included in the Registration Statement, is an independent registered public accounting firm as required by the 1933 Act and the 1933 Act Regulations and the Public Company Accounting Oversight Board (United States).

(vi) *Financial Statements.* The financial statements included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the results of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles (“*GAAP*”) applied on a consistent basis throughout the periods involved, except as otherwise stated in the notes thereto. The supporting schedules, if any, included or incorporated by reference in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The summary or selected financial information included or incorporated by reference in the Prospectus and the Time of Sale Information presents fairly the information shown therein and has been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement. The Company has no material contingent obligation which is not disclosed in the Prospectus and the Time of Sale Information.

(vii) *No Material Adverse Change.* Since the respective dates as of which information is given or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business (a “*Material Adverse Effect*”), (B) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries taken as a whole, and (C) except for regular quarterly dividends on the Common Stock, par value \$0.01 per share, of the Company in amounts consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(viii) *Good Standing of the Company.* The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Oklahoma and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ix) *Good Standing of the Company's Subsidiaries.* Each subsidiary of the Company named in Exhibit 21.01 to the Company's most recent Annual Report on Form 10-K (each "*Significant Subsidiary*") has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to transact business and is in good standing in each jurisdiction in which it owns or leases substantial properties or in which the conduct of its business requires such qualification, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. The equity interests of each subsidiary owned by the Company, directly or through subsidiaries, are owned free and clear of any pledge, lien, encumbrance, or claim, except as disclosed in the Registration Statement.

(x) *Capitalization.* The authorized, issued and outstanding capital stock of the Company is as stated in the Registration Statement, Prospectus and the Time of Sale Information. The shares of issued and outstanding capital stock of the Company have been duly and validly issued and are fully paid and non-assessable.

(xi) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(xii) *Authorization of the Indenture.* The Indenture has been duly authorized by the Company and duly qualified under the 1939 Act and, when duly executed and delivered by the Company and the Trustee, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xiii) *Authorization of the Senior Notes.* The Senior Notes have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits provided by, the Indenture.

(xiv) *Description of the Senior Notes and the Indenture.* The Senior Notes and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Prospectus and the Time of Sale Information and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(xv) *Absence of Defaults and Conflicts.* Neither the Company nor any Significant Subsidiary is (i) in violation of its charter or by-laws or similar organizational documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which it is a party or by which it may be bound, or to which any of its property or assets is subject (collectively, "*Agreements and Instruments*") or (iii) except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject except in the case of (ii) and (iii) for such defaults or violations that would not reasonably be expected to result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the Indenture and the Senior Notes, and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Time of Sale Information (including the issuance and sale of the Senior Notes and the use of the proceeds from the sale of the Senior Notes as described in the Prospectus under the caption "*Use of Proceeds*") and compliance by the Company with its obligations hereunder and

under the Indenture and the Senior Notes have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Significant Subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any Significant Subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any Significant Subsidiary or any of their assets, properties or operations. As used herein, a “*Repayment Event*” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any Significant Subsidiary, other than such events or conditions that are contemplated by the terms of this Agreement and the Indenture.

(xvi) *Absence of Proceedings.* Other than as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which is required to be disclosed in the Registration Statement or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of its property or assets is the subject which are not described in the Registration Statement, the Prospectus and the Time of Sale Information including ordinary routine litigation incidental to its business, could not reasonably be expected to result in a Material Adverse Effect.

(xvii) *Accuracy of Exhibits.* There are no contracts or documents which are required to be described in the Registration Statement, the Time of Sale Information, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described or filed as required.

(xviii) *Absence of Further Requirements.* No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Senior Notes hereunder or the consummation of the transactions contemplated by this Agreement and the Registration Statement, the Prospectus and the Time of Sale Information or for the due execution, delivery or performance of the Indenture by the Company, except such as have been already obtained.

(xix) *Possession of Licenses and Permits.* The Company and its subsidiaries possess such permits, licenses, approvals, consents, franchises and other authorizations issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct in all material respects the business now operated by them and as described in the Registration Statement, the Time of Sale Information and Prospectus, except where the failure so to possess such permit, license, approval, consent or authorization would not, singly or in the aggregate, have a Material Adverse Effect (collectively, “*Governmental Licenses*”); the Company and each subsidiary is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xx) *Title to Property.* The Company and its subsidiaries have good and sufficient title to all real property, principal plants and all other property owned by them and which is material to the Company's and its subsidiaries' operations taken as a whole, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Registration Statement, Prospectus and Time of Sale Information or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries taken as a whole, and under which the Company or any of its subsidiaries holds properties described in the Prospectus, are in full force and effect, and neither the Company nor any subsidiary has notice of any material claim of any sort that has been asserted by anyone adverse

to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or any subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxi) *Labor*. No labor disturbance by the employees of the Company exists or, to the knowledge of the Company, is imminent which might be expected to have a Material Adverse Effect.

(xxii) *Taxes*. The Company and its subsidiaries have filed all federal, state and local income and franchise tax returns required to be filed through the date hereof (other than those filings being contested in good faith) and have paid all taxes of which they have notice are due thereon (other than those being contested in good faith and for which adequate reserves have been provided without penalty or interest), and no tax deficiency has been determined adversely to the Company or any of its subsidiaries which has had (nor does the Company nor any subsidiary have any knowledge of any tax deficiency which, if determined adversely to the Company or any of its subsidiaries, might have) a Material Adverse Effect.

(xxiii) *No Stabilization*. The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Senior Notes; *provided, however*, that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

(xxiv) *Illegal Payments*. Neither the Company nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(xxv) *Disclosure Controls and Procedures*. The Company (i) has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the 1934 Act), which (A) are designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and its principal financial officer by others within the Company, particularly during the periods in which the periodic reports required under the 1934 Act are being prepared, (B) have been evaluated for effectiveness, as of the end of the period covered by the respective annual or quarterly report, and (C) are effective in all material respects to perform the functions for which they were established, (ii) based on the evaluation of its disclosure controls and procedures, is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls, and (iii) since the date of the most recent evaluation of such disclosure controls and procedures, has experienced no changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

(xxvi) *Accounting Controls*. The Company maintains systems of "internal control over financial reporting" (as such term is defined in Rule 13a-15(f) of the 1934 Act) that comply with the requirements of the 1934 Act and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) records are maintained in reasonable detail so as to accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) the unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements is being prevented or timely detected.

(xxvii) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Company or, to the Company's knowledge, any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxviii) *Status under the 1933 Act*. The Company is not an "ineligible issuer" as defined under the 1933 Act at the times specified in the 1933 Act in connection with the offering of the Senior Notes.

(xix) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Senior Notes and the application of proceeds therefrom, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(b) *Officer's Certificates.* Any certificate signed by any officer of the Company and delivered to any Underwriter or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 2. SALE AND DELIVERY TO UNDERWRITERS; CLOSING.

(a) *Senior Notes.* On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter listed on Schedule A, severally and not jointly, and each Underwriter listed on Schedule A, severally and not jointly, agrees to purchase from the Company, at a price equal to _____% of the principal amount thereof, the principal amount of Senior Notes set forth in Schedule A opposite the name of such Underwriter, plus any additional principal amount of Senior Notes which such Underwriter may become obligated to purchase pursuant to the provisions of Section 12 hereof.

(b) *Payment.* Payment of the purchase price, and delivery of certificates, for the Senior Notes shall be made at the offices of _____, or at such other place as shall be agreed upon by the Representatives and the Company, at 9:00 a.m. (_____ time) on the third business day after the date hereof (unless postponed in accordance with the provisions of Section 12), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery for each series of Senior Notes being herein called a "Closing Time"). Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Representatives for the respective accounts of the Underwriters of certificates for the Senior Notes to be purchased by them. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Senior Notes which it has agreed to purchase. The Representatives, individually and not as representatives of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Senior Notes to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

(c) *Denominations; Registration.* One certificate for the Senior Notes shall be in the amount of \$ _____, registered in the name of Cede & Co., as nominee of The Depository Trust Company. The Company will make the Senior Notes, which may be in temporary forms, available for examination and packaging by the Underwriters in _____ not later than 10:00 a.m. (_____ time) on the business day prior to the Closing Time.

(d) *No Fiduciary Duty.* The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Senior Notes contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and, except as otherwise contemplated in this Agreement, the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

SECTION 3. COVENANTS OF THE COMPANY.

The Company covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b), will comply with the requirements of Rule 424 and will notify the Underwriters promptly, and confirm the notice in writing, (i) of the effectiveness of any post-effective amendment to the Registration Statement, or of the filing of any supplement to the Prospectus or any amended Prospectus, or of any Issuer Free Writing Prospectus, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or any Issuer Free Writing Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the

Preliminary Prospectus, or of receipt from the Commission of any notice of objection to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act, or of the suspension of the qualification of the Senior Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or pursuant to Section 8A of the 1933 Act, and (v) of the occurrence of any event within the Prospectus Delivery Period (as defined in Section 3(d) below) as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading. The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 403A, 430B or 430C under the 1933 Act, will file any Issuer Free Writing Prospectus (including the Pricing Information set forth in Schedule B) to the extent required by Rule 433 under the 1933 Act and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus or Issuer Free Writing Prospectus transmitted for filing under Rule 424(b) or Rule 433, as applicable, was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, or notice of objection is received, to obtain the lifting or removal thereof at the earliest possible moment. The Company will pay the required Commission filing fees related to the Senior Notes within the time required by Rule 456 of the 1933 Act.

(b) *Filing of Amendments; Issuer Free Writing Prospectus.* Prior to the later of the Closing Time or the termination of the Prospectus Delivery Period, before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and prior to the later of the Closing Time or the termination of the Prospectus Delivery Period, will not prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(c) *Delivery of Registration Statements.* The Company has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, in such number as the Representatives reasonably request, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company has delivered to each Underwriter, without charge, as many copies of the Preliminary Prospectus and documents incorporated by reference therein as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. During the Prospectus Delivery Period, the Company will furnish to each Underwriter, without charge, such number of copies of the Prospectus (as amended or supplemented) and documents incorporated by reference therein and each Issuer Free Writing Prospectus as such Underwriter may reasonably request. The Prospectus, each Issuer Free Writing Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. As used herein, the term "*Prospectus Delivery Period*" means such period of time after the first date of the public offering of the Senior Notes as in the opinion of counsel for the Underwriters a prospectus relating to the Senior Notes is required by law to be delivered (or required to be delivered but for Rule 172 under the 1933 Act) in connection with sales of the Senior Notes by any Underwriter or dealer. The Representatives, on behalf of the Underwriters, shall promptly notify the Company after the Prospectus Delivery Period has been terminated.

(e) *Continued Compliance with Securities Laws.* The Company will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Senior Notes as contemplated in this Agreement and in the Prospectus. If at any time during the Prospectus Delivery Period, any event occurs or condition exists as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order that the Registration Statement, Prospectus or Time of Sale Information, as applicable, will not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it is necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may

be necessary to correct such statement or omission or to make the Registration Statement, the Prospectus or Time of Sale Information comply with such requirements, and the Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(f) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(g) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Senior Notes in the manner specified in the Registration Statement, the Prospectus and the Time of Sale Information under "Use of Proceeds."

(h) *Restriction on Sale of Securities.* During the period beginning on the date of this Agreement and continuing until the Closing Time, which period shall in no event exceed 15 business days, the Company will not, without the prior written consent of the Representatives, in their sole discretion, directly or indirectly, issue, sell, offer or contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any debt securities of the Company which mature more than one year after the Closing Time and which are substantially similar to the Senior Notes.

(i) *Blue Sky Qualifications.* The Company will furnish such information, execute such instruments and take such action as may be required to qualify the Senior Notes for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Senior Notes; *provided* that the Company shall not be required to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general or unlimited service of process in any jurisdiction where it is not now so subject.

(j) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain, as and to the extent required under Rule 433 of the 1933 Act Regulations, copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 of the 1933 Act Regulations.

(k) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Senior Notes; *provided, however,* that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

SECTION 4. PAYMENT OF EXPENSES.

(a) *Expenses.* Whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, the Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters, the Indenture, and such other documents as may be reasonably required in connection with the offering, purchase, sale, issuance or delivery of the Senior Notes, (iii) all costs, taxes and expenses incident to the preparation, issuance and delivery of the Senior Notes to the Underwriters, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the printing and delivery to the Underwriters of copies of the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendments or supplements thereto, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Senior Notes, (vii) any fees payable in connection with the rating of the Senior Notes and (viii) all costs and expenses (including reasonable fees and expenses of counsel) incurred in connection with "blue sky" qualifications.

(b) *Termination of Agreement.* If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 6 or Section 11(a) (i) hereof or in accordance with Section 7 hereof, the Company shall reimburse the Underwriters for all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters. If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 11(a)(ii) through (v) hereof, the Company shall reimburse the Underwriters for one half of all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. CERTAIN AGREEMENTS OF THE UNDERWRITERS.

Each Underwriter, severally and not jointly, hereby represents and agrees as follows:

(a) Without the prior consent of the Company and the Representatives, other than (i) any free writing prospectus that contains only information describing the preliminary terms of the Senior Notes or their offering or (ii) any Issuer Free Writing Prospectus listed on Schedule C or prepared pursuant to Section 1(a)(iii) or Section 3(b) above, it has not made and will not make any offer relating to the Senior Notes that would constitute a “free writing prospectus” as defined in Rule 405 under the 1933 Act, required to be filed with the SEC.

(b) It is not subject to any pending proceeding under Section 8A of the 1933 Act Regulations with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated).

(c) [If applicable, add representations regarding overseas jurisdictions]

SECTION 6. CONDITIONS OF UNDERWRITERS' OBLIGATIONS.

The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof and in certificates of any officer of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus.* At the Closing Time, no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor or pursuant to Section 8A of the 1933 Act initiated or threatened by the Commission, no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. The Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the 1933 Act (in the case of a Issuer Free Writing Prospectus, to the extent required by Rule 433 under the 1933 Act) and in accordance with Section 3(b) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Opinions of Counsel for Company.* At the Closing Time, the Representatives shall have received the favorable opinions, dated as of the Closing Time, of Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, and Jones Day, Chicago, Illinois, each counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, together with signed original or reproduced copies of such opinions for each of the other Underwriters to the effect set forth below and to such further effect as counsel to the Underwriters may reasonably request.

(i) *Opinion of Oklahoma Counsel.*

(A) the Company is a legally existing corporation and is in good standing under the laws of the State of Oklahoma and has corporate power, right and authority to do business and to own property in the State of Oklahoma in the manner and as set forth in the Registration Statement, Prospectus and Time of Sale Information;

(B) each Significant Subsidiary is legally existing and is in good standing under the laws of the jurisdiction of its organization and has the power, right and authority to do business and to own property in its respective jurisdictions in the manner and as set forth in the Registration Statement, Prospectus and Time of Sale Information;

(C) the Indenture has been duly and validly executed and delivered by the Company, which has full power and authority to enter into and perform its obligations thereunder; and the Indenture constitutes the binding and enforceable agreement of the Company in accordance with its terms, except as enforcement of provisions of the Indenture may be limited by bankruptcy or other applicable laws affecting the enforcement of creditors' rights;

(D) the Senior Notes are in the forms contemplated by the Indenture, have been duly and validly authorized, executed and delivered by the Company, constitute valid and binding obligations of the Company enforceable in accordance with their terms, except as enforcement of provisions of the Indenture may be limited by bankruptcy or other applicable laws affecting the enforcement of creditors' rights, and will be entitled to the benefits of the Indenture;

(E) while, except as otherwise stated in said opinion, such counsel are not passing upon and do not assume responsibility for and shall not be deemed to have independently verified the accuracy, completeness or fairness of the Registration Statement, the Prospectus or the Time of Sale Information, nothing has come to the attention of such counsel that would lead them to believe that the Registration Statement at the time it became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Time of Sale Information, at the Time of Sale (which such counsel may assume to be the date of this Agreement or as otherwise agreed by such counsel and the Underwriters) contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that the Prospectus at the time it was filed pursuant to Rule 424 under the 1933 Act or at the Closing Time contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(F) this Agreement has been duly authorized, executed and delivered by the Company;

(G) such counsel does not know of any legal or governmental proceedings required to be described in the Registration Statement, the Prospectus and Time of Sale Information which are not described as required, nor of any contracts or documents of a character required to be described in the Registration Statement, the Prospectus and Time of Sale Information or to be filed as exhibits to the Registration Statement which are not described and filed as required;

(H) the Indenture and the Senior Notes conform in all material respects to the statements concerning them in the Registration Statement, Prospectus and Time of Sale Information;

(I) all statements contained in the Registration Statement, the Time of Sale Information and Prospectus purporting to set forth the advice or the opinion of such counsel or to be based upon the opinion of such counsel correctly set forth the opinion of such counsel on such respective matters; and

(J) the execution and delivery of this Agreement and the Indenture and the issuance of the Senior Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not violate the charter or by-laws or similar organizational documents of the Company or any Significant Subsidiary, or in any material respect conflict with or constitute on the part of the Company or any Significant Subsidiary a breach of or default under any indenture, lease, mortgage, deed of trust, note, agreement or other instrument known to such counsel to which the Company or such Significant Subsidiary is a party or any law, regulation, consent decree or administrative, arbitration or court order known to such counsel to which the Company or such Significant Subsidiary is subject;

(ii) *Opinion of Jones Day.* Such opinion shall cover the matters set forth in the form attached hereto as Schedule E.

(c) *Opinion of Counsel for Underwriters.* At the Closing Time, the Representatives shall have received the favorable opinion, dated as of the Closing Time, of Chapman and Cutler LLP, counsel for the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters with respect to such matters related to the issuance and sale of the Senior Notes as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of Illinois and the federal law of the United States, upon the opinions of Oklahoma counsel or other counsel satisfactory to the Underwriters.

(d) *Officers' Certificate.* At the Closing Time, the Underwriters shall have received a certificate of the chief executive officer or a vice president of the Company and of the chief financial or chief accounting officer of the Company, dated as of the Closing Time, to the effect that (i) there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus and the Time of Sale Information, any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business, (ii) the representations and warranties in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the

Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act have been instituted or are pending or, to their knowledge, are contemplated by the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

(e) *Accountants' Comfort Letter.* At the time of the execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter, dated such date, in form and substance satisfactory to the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus.

(f) *Bring-down Comfort Letter.* At the Closing Time, the Representatives shall have received from Ernst & Young LLP a letter, dated as of the Closing Time, together with signed original or reproduced copies of such letter for each of the other Underwriters, to the effect that Ernst & Young LLP reaffirms the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(g) *Maintenance of Rating.* At the Closing Time, the Senior Notes shall have been assigned the ratings indicated in the Pricing Information set forth on Schedule B from the nationally recognized statistical rating organizations named therein. Since the date of this Agreement, there shall not have occurred a downgrading in the rating assigned to any of the Company's securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the 1933 Act, and no such organization shall have publicly announced that it has under surveillance or review, or changed its outlook with negative implications with respect to its rating of the Senior Notes or any of the Company's other securities.

(h) *Material Adverse Change.* (i) Since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus, the Company shall not have sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus or (ii) since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus there shall not have been any material change in the capital stock or long-term debt of the Company or any change, or any development involving a prospective change, in or affecting the condition, financial or otherwise, or in the earnings, results of operations, properties, management, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Senior Notes being delivered at such Closing Time on the terms and in the manner contemplated in the Time of Sale Information and the Prospectus.

(i) *Additional Documents.* At the Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Senior Notes as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Senior Notes as herein contemplated shall be satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

(j) *Termination of Agreement.* If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

In giving the opinions contemplated by paragraphs (b) and (c) of this Section 6, counsel may rely upon certificates of state officials as to the Company's and its Significant Subsidiaries' good standing and upon certificates of officers of the Company as to matters of fact relevant to such opinions. In giving such opinions, counsel may assume (i) that the Senior Notes have been executed on behalf of the Company by the manual or facsimile signatures of the President or a Vice President and the Secretary or an Assistant Secretary of the Company and have been manually authenticated by an authorized official of the Trustee, (ii) that

the signatures on all documents examined by them are genuine, and (iii) that the written information supplied by the Underwriters expressly for use in the Registration Statement or the Prospectus is adequate.

SECTION 7. CONDITIONS OF COMPANY'S OBLIGATIONS.

The obligation of the Company to deliver the Senior Notes upon payment therefor shall be subject to the following conditions:

At the Closing Time, no stop order suspending the effectiveness of the Registration Statement shall be in effect, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act shall then be pending before, or threatened by, the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

In case any of the conditions specified above in this Section 7 shall not have been fulfilled, this Agreement may be terminated by the Company by delivering written notice of termination to the Underwriters. Any such termination shall be without liability of any party to any other party except to the extent provided in Section 4 hereof and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

SECTION 8. INDEMNIFICATION.

(a) The Company shall indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person who controls such Underwriter within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Senior Notes), to which that Underwriter or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any such amendment or supplement, in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein which information consists solely of the information specified in Schedule D. The foregoing indemnity agreement is in addition to any liability which the Company may otherwise have to any Underwriter or to any officer, employee or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Company, each of its officers who signed the Registration Statement, each of its directors and each person, if any, who controls the Company within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company or any such director, officer or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse the Company and any such director, officer or controlling person for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information consists of the

information set forth on Schedule D. The foregoing indemnity agreement is in addition to any liability which any Underwriter may otherwise have to the Company or any such director, officer or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the Representatives shall have the right to employ counsel to represent jointly the Representatives and those other Underwriters and their respective controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Section 8 if, in the reasonable judgment of the Representatives, the Representatives shall have reasonably concluded that there may be legal defenses available to them and the other Underwriters that are different from or in addition to those available to the indemnifying party, and in that event the fees and expenses of such separate counsel shall be paid by the Company (*provided* that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel and one local counsel). No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

SECTION 9. CONTRIBUTION.

If the indemnification provided for in Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the applicable series of Senior Notes to which such liability relates or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the applicable series of Senior Notes to which such liability relates purchased under this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriters with respect to the applicable series of Senior Notes to which such liability relates purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of such Senior Notes under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section shall be deemed to include, for purposes of this Section, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the

provisions of this Section with respect to a series of Senior Notes to which liability relates, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which such applicable series of Senior Notes to which such liability relates underwritten by it and distributed to the public was offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay with respect to such series of Senior Notes by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 9 are several in proportion to their respective underwriting obligations with respect to each series of Senior Notes and not joint.

SECTION 10. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive delivery of the Senior Notes to the Underwriters.

SECTION 11. TERMINATION OF AGREEMENT.

(a) *Termination; General.* This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, at any time at or prior to the Closing Time if: (i) there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus, any loss sustained by the Company by strike, fire, flood, accident or other calamity of such character as to interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured, or any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, (ii) trading in securities generally on the New York Stock Exchange or the Nasdaq Stock Market or in the over-the-counter market, or trading in any securities of the Company or any subsidiary on any exchange or in the over-the-counter market, shall have been suspended or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (iii) a banking moratorium shall have been declared by federal or state authorities or there is a material disruption in securities settlement or clearance services in the United States, (iv) since the time of the execution of this Agreement, the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, (v) there shall have occurred any calamity or crisis or such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of the Representatives impracticable or inadvisable to proceed with the public offering, sale or delivery of the Senior Notes being delivered at such Closing Time on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and in the Prospectus or (vi) the representations in Section 1(a)(ii) are incorrect in any respect.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and *provided, further*, that Sections 1, 8, 9 and 10 shall survive such termination and remain in full force and effect.

SECTION 12. DEFAULT BY ONE OR MORE OF THE UNDERWRITERS.

(a) If one or more of the Underwriters set forth in Schedule A fails at the Closing Time to purchase the Senior Notes which it or they are obligated to purchase under this Agreement (the "*Defaulted Senior Notes*"), the remaining Underwriter or Underwriters set forth in Schedule A (the "*Non-Defaulting Underwriters*") will have the right, within 36 hours thereafter, to make arrangements for one or more of the Non-Defaulting Underwriters, or any other underwriter or underwriters, to purchase all, but not less than all, of the Defaulted Senior Notes in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Non-Defaulting Underwriters do not complete such arrangements within such 36-hour period, then:

(i) if the principal amount of Defaulted Senior Notes does not exceed one-eleventh of the aggregate principal amount of the Senior Notes to be purchased hereunder, each of the Non-Defaulting Underwriters will be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all Non-Defaulting Underwriters; or

(ii) if the principal amount of Defaulted Senior Notes exceeds one-eleventh of the aggregate principal amount of the Senior Notes to be purchased hereunder, this Agreement will terminate with respect to the Senior Notes without liability on the part of any Non-Defaulting Underwriters.

No action taken pursuant to this Section 12(a) will relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement with respect to the Senior Notes, either the Non-Defaulting Underwriters or the Company will have the right to postpone the Closing Time for the Senior Notes for a period not exceeding seven days in order to effect any required changes in the Registration Statement, Time of Sale Information or Prospectus or in any other documents or arrangements.

(b) As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 12.

SECTION 13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to _____, Fax: _____, Attention: _____; each with a copy to Chapman and Cutler LLP, 111 West Monroe Street, Chicago, Illinois 60603, Attention: _____. Notices to the Company shall be directed to it at OGE Energy Corp., 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma, 73101-0321, Attention: Treasurer, with a copy to Jones Day, 77 West Wacker, Chicago, Illinois 60601, Attention: _____.

SECTION 14. PARTIES.

This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 8 and 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Senior Notes from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. GOVERNING LAW AND TIME.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Except as otherwise set forth herein, specified times of day refer to New York City time.

SECTION 16. EFFECT OF HEADINGS.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,
OGE ENERGY CORP.

By: _____

CONFIRMED AND ACCEPTED, as of the date
first above written:

[Names of Representatives]
Acting severally on behalf of themselves and the several
Underwriters named on Schedule A hereto

By: _____, as Representative

By: _____

SCHEDULE A

LIST OF SENIOR NOTE UNDERWRITERS

NAME OF UNDERWRITER

PRINCIPAL AMOUNT OF SENIOR NOTES

TOTAL _____

**SCHEDULE B
PRICING INFORMATION**

OGE ENERGY CORP.

\$ _____ % SENIOR NOTES, SERIES DUE _____

Issuer	OGE Energy Corp.
Ratings (Moody's / S&P / Fitch)	
Amount	
Collateral Type	Senior Unsecured Notes
Type	SEC Registered
Trade Date	
Settlement Date (T+3)	
Maturity	
Coupon Payment Dates	Semi-annual payments on _____ and _____ of each year, beginning _____
Coupon Record Dates	Semi-annual on _____ and _____
Call Structure	
Benchmark	
Benchmark Price	
Benchmark Yield	
Reoffer Spread	
Reoffer Yield	
Coupon	
Price	
Joint bookrunners	
Co-manager(s)	
CUSIP	
ISIN	

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling _____ toll-free at _____.

SCHEDULE C

TIME OF SALE INFORMATION

Preliminary Prospectus dated _____.

Pricing Information for the Senior Notes as set forth in Schedule B hereto.

SCHEDULE D

INFORMATION PROVIDED BY UNDERWRITERS

The information set forth below constitutes the only information furnished to the Company by any Underwriter expressly for use in the Registration Statement (or any amendment thereto) or Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto): statements with respect to the public offering price of the Senior Notes by the Underwriters set forth on the cover page of, and the statements in the _____ paragraphs appearing under, the caption "Underwriting" in the Prospectus.

SCHEDULE E

FORM OF OPINION OF JONES DAY

1. The (i) execution, delivery and performance of the Underwriting Agreement by the Company, (ii) issuance and sale of the Senior Notes by the Company and (iii) compliance with the terms and provisions thereof by the Company will not violate any law or regulation known to such counsel generally to be applicable to transactions of this type (other than federal and state securities or "blue sky" laws, as to which we express no opinion in this paragraph), or any order or decree known to such counsel of any court, arbitrator or governmental agency that is binding upon the Company or its respective properties or violate or result in a default under any of the terms and provisions of any agreement to which the Company is a party or bound (this opinion being limited (A) to those orders, decrees and agreements identified on Exhibit A attached hereto and (B) in that such counsel expresses no opinion with respect to any violation or default (1) not readily ascertainable from the face of any such order, decree or agreement, (2) arising under or based upon any cross default provision insofar as it relates to a violation or default under an agreement not so identified on Exhibit A attached hereto or (3) arising as a result of any violation of or default under any agreement or covenant by failure to comply with any financial or numerical requirement requiring computation).

2. The Indenture has been qualified under the 1939 Act.

3. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required in connection with the issuance or sale of the Senior Notes by the Company, except (i) for the registration of the Senior Notes under the 1933 Act and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder and the qualification of the Indenture under the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the rules and regulations of the Commission thereunder, (ii) for periodic and other reporting requirements under the 1934 Act and the rules and regulations of the Commission thereunder or (iii) as may be required under state securities or "blue sky" laws.

4. Except as disclosed in the Prospectus, to such counsel's Actual Knowledge, there is no litigation or any governmental proceedings, pending or threatened, that would be required to be described in the Time of Sale Information or the Prospectus that are not described as required.

5. The statements contained in the Time of Sale Information and the Prospectus under the captions "Description of Debt Securities" and "Supplemental Description of Senior Notes," insofar as such statements purport to summarize legal matters or provisions of documents referred to therein, present fair summaries of such legal matters and documents in all material respects.

Such counsel has participated in the preparation of the Company's registration statement on Form S-3 (Registration No. 333-) (the "Registration Statement"), the prospectus, dated , 2010 (the "Base Prospectus"), the preliminary prospectus supplement, dated , (together with the Base Prospectus, the "Preliminary Prospectus"), the final pricing term sheet attached to the Underwriting Agreement as Schedule B (together with the Preliminary Prospectus, the "Time of Sale Information") and the prospectus supplement, dated , (together with the Base Prospectus, the "Prospectus"). Each of the Registration Statement, the Preliminary Prospectus and the Prospectus includes the documents incorporated or deemed incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act (collectively, the "Exchange Act Documents"). From time to time, such counsel has had discussions with certain officers, directors and employees of the Company, with representatives of Ernst & Young LLP, the independent registered public accounting firm who examined the financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, with the Underwriters and with counsel to the Underwriters, concerning the information contained in or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus and the proposed responses to various items in Form S-3. Based solely upon such counsel's participation and discussions described above, such counsel is of the view that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of , which is the date the Underwriters have identified as the earlier of the date the Prospectus was first used or the date of the first contract of sale of the Senior Notes (such date, the "Effective Date"), and the Prospectus, as of its date, complied as to form in all material respects with the requirements of the 1933 Act and the rules and regulations of the Commission thereunder, and that each of the Exchange Act Documents that was filed with the Commission prior to the date hereof at the time they were filed complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder, except that such counsel expresses no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein, (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts or (iii) the Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act.

Such counsel has not independently verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness (except as and to the extent set forth in paragraph 4 above) of the information included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus. Based on the participation and discussions set forth above, however, no facts have come to such counsel's attention that cause such counsel to believe that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of the Effective Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, that the Time of Sale Information, as of [a.m./p.m.], Eastern Standard Time, on _____, (which is the time that the Underwriters have informed such counsel was prior to the first contract of sale of any Senior Notes by the Underwriters) included any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Prospectus, as of its date or on the date hereof, included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that we express no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein, (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts or (iii) the Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act.

The Registration Statement has become effective under the 1933 Act and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened by the Commission. The Indenture has been qualified under the Trust Indenture Act.

Insofar as matters herein are stated to be to such counsel's Actual Knowledge or refer to the state of such counsel's knowledge, "Actual Knowledge" means the actual knowledge of any lawyer in the Covered Lawyer Group; and the "Covered Lawyer Group" means lawyers currently in such counsel's firm who have given substantive legal attention to the representation of the Company since [_____]. In making the foregoing statements, such counsel has inquired as to the Actual Knowledge of the lawyers in the Covered Lawyer Group with respect to the existence of legal proceedings described above, and such counsel has relied on certificates of officers or other representatives of the Company. Such counsel has not, however, made any review, search or investigation of any public or private records or files, including, without limitation docket records or other records or files of the Company or such counsel's firm.

OKLAHOMA GAS AND ELECTRIC COMPANY
(an Oklahoma corporation)

\$ _____ % Senior Notes, Series due _____

FORM OF UNDERWRITING AGREEMENT

Dated: _____

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**OKLAHOMA GAS AND ELECTRIC COMPANY
(AN OKLAHOMA CORPORATION)**

\$ _____ % SENIOR NOTES, SERIES DUE _____

UNDERWRITING AGREEMENT

To:

Ladies and Gentlemen:

Oklahoma Gas and Electric Company, an Oklahoma corporation (the "Company"), confirms its agreement with _____ (the "Representatives"), and each of the other entities identified on Schedule A hereto as underwriters (collectively, with the Representatives, the "Underwriters," which term includes any underwriter substituted as hereinafter provided in Section 11 hereof), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in Schedule A hereto of \$ _____ aggregate principal amount of the Company's _____ % Senior Notes, Series due _____ (the "Senior Notes"). The Senior Notes are to be issued pursuant to the Indenture dated as of October 1, 1995 between the Company and UMB Bank, N.A., as successor trustee (the "Trustee"), as heretofore amended and supplemented and as amended and supplemented by Supplemental Indenture No. __, dated as of _____, creating the series in which the Senior Notes are to be issued. The term "Indenture," as used herein, means such Indenture dated as of October 1, 1995, as so amended and supplemented, and includes the Company Order (as defined in the Indenture), if any, establishing the form and terms of the Senior Notes pursuant to the Indenture.

The Company understands that the Underwriters propose to make a public offering of the Senior Notes as soon as they deem advisable after this Agreement has been executed and delivered. The Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act").

The Company has filed with the Securities and Exchange Commission (the "Commission") a joint registration statement with OGE Energy Corp., the Company's parent, on Form S-3 (File No. 333-_____) covering the registration of an indeterminate amount of debt securities of the Company under the Securities Act of 1933, as amended (the "1933 Act"). Such registration statement was effective upon filing on _____. Such registration statement, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations") to be part of the registration statement at the time of its effectiveness ("Rule 430 Information") are collectively referred to herein as the "Registration Statement." As used herein, the term "Preliminary Prospectus" means the preliminary prospectus supplement relating to the Senior Notes dated _____, including the accompanying prospectus of the Company dated _____, and the term "Prospectus" means the prospectus in the form provided by the Company for use (or made available upon request of purchasers pursuant to Rule 173 under the 1933 Act) in connection with confirmation of sales of the Senior Notes. Any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "Rule 462(b) Registration Statement," and after such filing the term "Registration Statement" shall include the Rule 462(b) Registration Statement. Any reference in this Agreement to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include all amendments made by the Company prior to the Time of Sale or deemed incorporated (defined below) and all documents filed by the Company with the Commission and incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, the Preliminary Prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated or deemed incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act") which is incorporated or deemed incorporated by reference in the Registration Statement, such Preliminary Prospectus or the Prospectus, as the case may be.

At or prior to ____: ____ [a.m./p.m.] on _____, the time when sales of the Senior Notes were first made on the date of this Agreement (the “*Time of Sale*”), the Company had prepared the following information (collectively, the “*Time of Sale Information*”): the Preliminary Prospectus and each “free-writing prospectus” (as defined pursuant to Rule 405 under the 1933 Act Regulations) listed on Schedule C hereto.

SECTION 1. REPRESENTATIONS AND WARRANTIES.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to each Underwriter as of the date hereof, as of the Time of Sale and as of the Closing Time (as defined in Section 2(b) hereof), and agrees with each Underwriter, as follows:

(i) *Compliance with Registration Requirements.* With respect to the Registration Statement, (A) the Registration Statement is an “automatic shelf registration statement” and the Company is a “well known seasoned issuer” (each as defined in Rule 405 under the 1933 Act), (B) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act objecting to the use of the Registration Statement, (C) the conditions for use of Form S-3, as set forth in the General Instructions thereof, have been satisfied and (D) no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto became effective or were deemed effective pursuant to Rule 430B(f)(2) of the 1933 Act (and, if later, at the time of filing of the Company's annual report on Form 10-K) and at the Closing Time, the Registration Statement, the Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the 1939 Act and the rules and regulations of the Commission under the 1939 Act (the “*1939 Act Regulations*”), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Time, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Preliminary Prospectus, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification (Form T-1) under the 1939 Act of the Trustee, (B) information contained in the Registration Statement, the Prospectus or the Preliminary Prospectus relating to The Depository Trust Company and its book-entry system, or (C) statements in or omissions from the Registration Statement, the Prospectus or the Preliminary Prospectus made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus or the Preliminary Prospectus, which information is set forth on Schedule D hereto.

The Preliminary Prospectus and the Prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 of the 1933 Act Regulations (“*Rule 424*”), complied when so filed in all material respects with the 1933 Act Regulations, and the Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering were identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) *Time of Sale Information.* The Time of Sale Information, at the Time of Sale did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to (A) information contained in the Time of Sale Information relating to The Depository Trust Company and its book-entry system or (B) statements in or omissions from the Time of Sale Information made in reliance upon and in conformity with the information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Time of Sale Information, which information is set forth on Schedule D hereto.

(iii) *Issuer Free Writing Prospectus.* Other than the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 of the 1933 Act Regulations) that constitutes an offer to sell or solicitation of an offer to buy the Senior Notes (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an “*Issuer Free Writing Prospectus*”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 of the 1933 Act Regulations or (ii) the documents listed on Schedule C hereto or communications (including electronic communications) containing substantially similar information and other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the applicable requirements of the 1933 Act, has been or will be filed in accordance with the 1933 Act Regulations (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(iv) *Incorporated Documents.* The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act and the rules and regulations of the Commission thereunder (the “*1934 Act Regulations*”), as applicable, and, when read together with the other information in the Prospectus or the Time of Sale Information, at the time the Registration Statement became effective (and, if later, at the time of filing of the Company's annual report on Form 10-K), at the time the Prospectus or the Time of Sale Information was issued and at the Closing Time, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(v) *Independent Accountants.* Ernst & Young LLP, the accountants who examined and audited the financial statements and supporting schedules included in the Registration Statement, is an independent registered public accounting firm as required by the 1933 Act and the 1933 Act Regulations and the Public Company Accounting Oversight Board (United States).

(vi) *Financial Statements.* The financial statements included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company at the dates indicated and the results of operations, stockholder's equity and cash flows of the Company for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles (“*GAAP*”) applied on a consistent basis throughout the periods involved, except as otherwise stated in the notes thereto. The supporting schedules, if any, included or incorporated by reference in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The summary or selected financial information included or incorporated by reference in the Prospectus and the Time of Sale Information presents fairly the information shown therein and has been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement. The Company has no material contingent obligation which is not disclosed in the Prospectus and the Time of Sale Information.

(vii) *No Material Adverse Change.* Since the respective dates as of which information is given or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business (a “*Material Adverse Effect*”), (B) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company, and (C) except for regular quarterly dividends on the Common Stock, par value \$2.50 per share, of the Company in amounts consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(viii) *Good Standing of the Company.* The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Oklahoma and has corporate power and authority to own,

lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ix) *No Subsidiaries.* The Company has no subsidiaries that would be considered a “significant subsidiary” under Rule 1-02(w) of Regulation S-X.

(x) *Capitalization.* The authorized, issued and outstanding capital stock of the Company is as stated in the Registration Statement, Prospectus and the Time of Sale Information. The shares of issued and outstanding capital stock of the Company have been duly and validly issued and are fully paid and non-assessable.

(xi) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(xii) *Authorization of the Indenture.* The Indenture has been duly authorized by the Company and duly qualified under the 1939 Act and, when duly executed and delivered by the Company and the Trustee, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xiii) *Authorization of the Senior Notes.* The Senior Notes have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits provided by, the Indenture.

(xiv) *Description of the Senior Notes and the Indenture.* The Senior Notes and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Prospectus and the Time of Sale Information and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement. The “Release Date” (as defined in the Indenture) occurred on April 6, 1998 and no notes issued under the Indenture are secured by any property of the Company.

(xv) *Absence of Defaults and Conflicts.* The Company is not (i) in violation of its Restated Certificate of Incorporation or By-Laws, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which it is a party or by which it may be bound, or to which any of its property or assets is subject (collectively, “*Agreements and Instruments*”) or (iii) except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject except in the case of (ii) and (iii) for such defaults or violations that would not reasonably be expected to result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the Indenture and the Senior Notes, and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Time of Sale Information (including the issuance and sale of the Senior Notes and the use of the proceeds from the sale of the Senior Notes as described in the Prospectus under the caption “*Use of Proceeds*”) and compliance by the Company with its obligations hereunder and under the Indenture and the Senior Notes have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the Restated Certificate of Incorporation or By-Laws of the Company or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court,

domestic or foreign, having jurisdiction over the Company or any of its assets, properties or operations. As used herein, a “*Repayment Event*” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company, other than such events or conditions that are contemplated by the terms of this Agreement and the Indenture.

(xvi) *Absence of Proceedings.* Other than as disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company, which is required to be disclosed in the Registration Statement or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Registration Statement, the Prospectus and the Time of Sale Information including ordinary routine litigation incidental to its business, could not reasonably be expected to result in a Material Adverse Effect.

(xvii) *Accuracy of Exhibits.* There are no contracts or documents which are required to be described in the Registration Statement, the Time of Sale Information, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described or filed as required.

(xviii) *Regulatory Approvals; Absence of Further Requirements.* The Corporation Commission of the State of Oklahoma (the “*Oklahoma Commission*”) has, to the extent necessary, duly authorized the issuance and sale of the Senior Notes on terms consistent with this Agreement. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Senior Notes hereunder or the consummation of the transactions contemplated by this Agreement and the Registration Statement, the Prospectus and the Time of Sale Information or for the due execution, delivery or performance of the Indenture by the Company, except such as have been already obtained, including from the Oklahoma Commission.

(xix) *Possession of Licenses and Permits.* The Company possesses such permits, licenses, approvals, consents, franchises and other authorizations issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct in all material respects the business now operated by it and as described in the Registration Statement, the Time of Sale Information and Prospectus, except where the failure so to possess such permit, license, approval, consent or authorization would not, singly or in the aggregate, have a Material Adverse Effect (collectively, “*Governmental Licenses*”); the Company is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and the Company has not received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xx) *Title to Property.* The Company has good and sufficient title to all real property, principal plants and all other property owned by it and which is material to the Company’s operations, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Registration Statement, Prospectus and Time of Sale Information or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and all of the leases and subleases material to the business of the Company, and under which the Company holds properties described in the Prospectus, are in full force and effect, and the Company does not have notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxi) *Labor.* No labor disturbance by the employees of the Company exists or, to the knowledge of the Company, is imminent which might be expected to have a Material Adverse Effect.

(xxii) *Taxes.* The Company, either directly or through its parent, has filed all federal, state and local income and franchise tax returns required to be filed through the date hereof (other than those filings being contested in good faith) and has paid all taxes, either directly or through its parent, of which it has notice are due thereon (other than those being contested in good faith and for which adequate reserves have been provided without penalty or interest), and no tax deficiency has been determined adversely to the Company which has had (nor does the Company have any knowledge of any tax deficiency which, if determined adversely to the Company, might have) a Material Adverse Effect.

(xxiii) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Senior Notes; *provided, however,* that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

(xxiv) *Illegal Payments.* Neither the Company nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(xxv) *Disclosure Controls and Procedures.* The Company (i) has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the 1934 Act), which (A) are designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and its principal financial officer by others within the Company, particularly during the periods in which the periodic reports required under the 1934 Act are being prepared, (B) have been evaluated for effectiveness, as of the end of the period covered by the respective annual or quarterly report, and (C) are effective in all material respects to perform the functions for which they were established, (ii) based on the evaluation of its disclosure controls and procedures, is not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls, and (iii) since the date of the most recent evaluation of such disclosure controls and procedures, has experienced no changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

(xxvi) *Accounting Controls.* The Company maintains systems of "internal control over financial reporting" (as such term is defined in Rule 13a-15(f) of the 1934 Act) that comply with the requirements of the 1934 Act and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) records are maintained in reasonable detail so as to accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) the unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements is being prevented or timely detected.

(xxvii) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or, to the Company's knowledge, any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxviii) *Status under the 1933 Act.* The Company is not an "ineligible issuer" as defined under the 1933 Act at the times specified in the 1933 Act in connection with the offering of the Senior Notes.

(xxix) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Senior Notes and the application of proceeds therefrom, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(b) *Officer's Certificates.* Any certificate signed by any officer of the Company and delivered to any Underwriter or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 2. SALE AND DELIVERY TO UNDERWRITERS; CLOSING.

(a) *Senior Notes.* On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter listed on Schedule A, severally and not jointly, and each Underwriter listed on Schedule A, severally and not jointly, agrees to purchase from the Company, at a price equal to _____% of the principal amount thereof, the principal amount of Senior Notes set forth in Schedule A opposite the name of such Underwriter, plus any additional principal amount of Senior Notes which such Underwriter may become obligated to purchase pursuant to the provisions of Section 12 hereof.

(b) *Payment.* Payment of the purchase price, and delivery of certificates, for the Senior Notes shall be made at the offices of _____, or at such other place as shall be agreed upon by the Representatives and the Company, at 9:00 a.m. (_____ time) on the third business day after the date hereof (unless postponed in accordance with the provisions of Section 12), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery for each series of Senior Notes being herein called a "Closing Time"). Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Representatives for the respective accounts of the Underwriters of certificates for the Senior Notes to be purchased by them. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Senior Notes which it has agreed to purchase. The Representatives, individually and not as representatives of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Senior Notes to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

(c) *Denominations; Registration.* One certificate for the Senior Notes shall be in the amount of \$_____, registered in the name of Cede & Co., as nominee of The Depository Trust Company. The Company will make the Senior Notes, which may be in temporary forms, available for examination and packaging by the Underwriters in _____ not later than 10:00 a.m. (_____ time) on the business day prior to the Closing Time.

(d) *No Fiduciary Duty.* The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Senior Notes contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and, except as otherwise contemplated in this Agreement, the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

SECTION 3. COVENANTS OF THE COMPANY.

The Company covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests.* The Company, subject to Section 3(b), will comply with the requirements of Rule 424 and will notify the Underwriters promptly, and confirm the notice in writing, (i) of the effectiveness of any post-effective amendment to the Registration Statement, or of the filing of any supplement to the Prospectus or any amended Prospectus, or of any Issuer Free Writing Prospectus, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or any Issuer Free Writing Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending the use of the Preliminary Prospectus, or of receipt from the Commission of any notice of objection to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act, or of the suspension of the qualification of the Senior Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or pursuant to Section 8A of the 1933 Act, and (v) of the occurrence of any event within the Prospectus Delivery Period (as defined in Section 3(d) below) as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading.

The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 403A, 430B or 430C under the 1933 Act, will file any Issuer Free Writing Prospectus (including the Pricing Information set forth in Schedule B) to the extent required by Rule 433 under the 1933 Act and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus or Issuer Free Writing Prospectus transmitted for filing under Rule 424(b) or Rule 433, as applicable, was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, or notice of objection is received, to obtain the lifting or removal thereof at the earliest possible moment. The Company will pay the required Commission filing fees related to the Senior Notes within the time required by Rule 456 of the 1933 Act.

(b) *Filing of Amendments; Issuer Free Writing Prospectus.* Prior to the later of the Closing Time or the termination of the Prospectus Delivery Period, before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and prior to the later of the Closing Time or the termination of the Prospectus Delivery Period, will not prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(c) *Delivery of Registration Statements.* The Company has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, in such number as the Representatives reasonably request, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses.* The Company has delivered to each Underwriter, without charge, as many copies of the Preliminary Prospectus and documents incorporated by reference therein as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. During the Prospectus Delivery Period, the Company will furnish to each Underwriter, without charge, such number of copies of the Prospectus (as amended or supplemented) and documents incorporated by reference therein and each Issuer Free Writing Prospectus as such Underwriter may reasonably request. The Prospectus, each Issuer Free Writing Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. As used herein, the term "*Prospectus Delivery Period*" means such period of time after the first date of the public offering of the Senior Notes as in the opinion of counsel for the Underwriters a prospectus relating to the Senior Notes is required by law to be delivered (or required to be delivered but for Rule 172 under the 1933 Act) in connection with sales of the Senior Notes by any Underwriter or dealer. The Representatives, on behalf of the Underwriters, shall promptly notify the Company after the Prospectus Delivery Period has been terminated.

(e) *Continued Compliance with Securities Laws.* The Company will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Senior Notes as contemplated in this Agreement and in the Prospectus. If at any time during the Prospectus Delivery Period, any event occurs or condition exists as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order that the Registration Statement, Prospectus or Time of Sale Information, as applicable, will not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it is necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Prospectus or Time of Sale Information in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Prospectus or Time of Sale Information comply with such requirements, and the Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(f) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(g) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Senior Notes in the manner specified in the Registration Statement, the Prospectus and the Time of Sale Information under “Use of Proceeds.”

(h) *Restriction on Sale of Securities.* During the period beginning on the date of this Agreement and continuing until the Closing Time, which period shall in no event exceed 15 business days, the Company will not, without the prior written consent of the Representatives, in their sole discretion, directly or indirectly, issue, sell, offer or contract to sell, grant any option for the sale of, or otherwise transfer or dispose of, any debt securities of the Company which mature more than one year after the Closing Time and which are substantially similar to the Senior Notes.

(i) *Blue Sky Qualifications.* The Company will furnish such information, execute such instruments and take such action as may be required to qualify the Senior Notes for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Senior Notes; *provided* that the Company shall not be required to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general or unlimited service of process in any jurisdiction where it is not now so subject.

(j) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain, as and to the extent required under Rule 433 of the 1933 Act Regulations, copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 of the 1933 Act Regulations.

(k) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Senior Notes; *provided, however,* that this paragraph shall not apply to, and the Company does not accept any responsibility for, any stabilization activities conducted by the Underwriters, who shall remain solely responsible for such activities.

SECTION 4. PAYMENT OF EXPENSES.

(a) *Expenses.* Whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, the Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of this Agreement, any Agreement among Underwriters, the Indenture, and such other documents as may be reasonably required in connection with the offering, purchase, sale, issuance or delivery of the Senior Notes, (iii) all costs, taxes and expenses incident to the preparation, issuance and delivery of the Senior Notes to the Underwriters, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the printing and delivery to the Underwriters of copies of the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendments or supplements thereto, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Senior Notes, (vii) any fees payable in connection with the rating of the Senior Notes and (viii) all costs and expenses (including reasonable fees and expenses of counsel) incurred in connection with “blue sky” qualifications.

(b) *Termination of Agreement.* If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 6 or Section 11(a) (i) hereof or in accordance with Section 7 hereof, the Company shall reimburse the Underwriters for all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters. If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 11(a)(i) through (v) hereof, the Company shall reimburse the Underwriters for one half of all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. CERTAIN AGREEMENTS OF THE UNDERWRITERS.

Each Underwriter, severally and not jointly, hereby represents and agrees as follows:

(a) Without the prior consent of the Company and the Representatives, other than (i) any free writing prospectus that contains only information describing the preliminary terms of the Senior Notes or their offering or (ii) any Issuer Free Writing Prospectus listed on Schedule C or prepared pursuant to Section 1(a)(iii) or Section 3(b) above, it has not made and will not make any offer relating to the Senior Notes that would constitute a “free writing prospectus” as defined in Rule 405 under the 1933 Act, required to be filed with the SEC.

(b) It is not subject to any pending proceeding under Section 8A of the 1933 Act Regulations with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated).

(c) [If applicable, add representations regarding overseas jurisdictions]

SECTION 6. CONDITIONS OF UNDERWRITERS' OBLIGATIONS.

The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof and in certificates of any officer of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus.* At the Closing Time, no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor or pursuant to Section 8A of the 1933 Act initiated or threatened by the Commission, no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. The Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the 1933 Act (in the case of a Issuer Free Writing Prospectus, to the extent required by Rule 433 under the 1933 Act) and in accordance with Section 3(b) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Opinions of Counsel for Company.* At the Closing Time, the Representatives shall have received the favorable opinions, dated as of the Closing Time, of Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, Chisenhall, Nestrud & Julian, P.A., Little Rock, Arkansas, and Jones Day, Chicago, Illinois, each counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, together with signed original or reproduced copies of such opinions for each of the other Underwriters to the effect set forth below and to such further effect as counsel to the Underwriters may reasonably request.

(i) *Opinion of Oklahoma Counsel.*

(A) the Company is a legally existing corporation and is in good standing under the laws of the State of Oklahoma and has corporate power, right and authority to do business and to own property in the State of Oklahoma in the manner and as set forth in the Registration Statement, Prospectus and Time of Sale Information;

(B) the Indenture has been duly and validly executed and delivered by the Company, which has full power and authority to enter into and perform its obligations thereunder; and the Indenture constitutes the binding and enforceable agreement of the Company in accordance with its terms, except as enforcement of provisions of the Indenture may be limited by bankruptcy or other applicable laws affecting the enforcement of creditors' rights;

(C) the Senior Notes are in the forms contemplated by the Indenture, have been duly and validly authorized, executed and delivered by the Company, constitute valid and binding obligations of the Company enforceable in accordance with their terms, except as enforcement of provisions of the Indenture may be limited by bankruptcy or other applicable laws affecting the enforcement of creditors' rights, and will be entitled to the benefits of the Indenture;

(D) while, except as otherwise stated in said opinion, such counsel are not passing upon and do not assume responsibility for and shall not be deemed to have independently verified the accuracy, completeness or fairness of the Registration Statement, the Prospectus or the Time of Sale Information, nothing has come to the attention of such counsel that would lead them to believe that the Registration Statement at the time it became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Time of Sale Information, at the Time of Sale (which such counsel may assume to be the date of this Agreement or as otherwise agreed by such counsel and the Underwriters) contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that the Prospectus at the time it was filed pursuant to Rule 424 under the 1933 Act or at the

Closing Time contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(E) this Agreement has been duly authorized, executed and delivered by the Company;

(F) except in localities where the Company has no franchises, which are relatively few and not of large population, or where the failure to have such franchises will not have a material adverse effect on the business or operations of the Company, the Company has sufficient authority under statutory provisions or by grant of franchises or permits by municipalities or counties to conduct its business in Oklahoma as presently conducted and as described in the Registration Statement, Prospectus and Time of Sale Information;

(G) such counsel does not know of any legal or governmental proceedings required to be described in the Registration Statement, the Prospectus and Time of Sale Information which are not described as required, nor of any contracts or documents of a character required to be described in the Registration Statement, the Prospectus and Time of Sale Information or to be filed as exhibits to the Registration Statement which are not described and filed as required;

(H) the Indenture and the Senior Notes conform in all material respects to the statements concerning them in the Registration Statement, Prospectus and Time of Sale Information;

(I) all statements contained in the Registration Statement, the Time of Sale Information and Prospectus purporting to set forth the advice or the opinion of such counsel or to be based upon the opinion of such counsel correctly set forth the opinion of such counsel on such respective matters;

(J) the execution and delivery of this Agreement and the Indenture and the issuance of the Senior Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, do not and will not violate the Restated Certificate of Incorporation or By-Laws of the Company, or in any material respect conflict with or constitute on the part of the Company a breach of or default under any indenture, lease, mortgage, deed of trust, note, agreement or other instrument known to such counsel to which the Company is a party or any law, regulation, consent decree or administrative, arbitration or court order known to such counsel to which the Company is subject;

(K) the Oklahoma Commission has duly issued its order authorizing the issuance by the Company of the Senior Notes on terms consistent with this Agreement and, to the best of such counsel's knowledge, such order is still in force and effect; the issuance and sale of the Senior Notes to the Underwriters is in conformity with the terms of such order; and no further approval, authorization, consent, certificate or order of any Oklahoma commission or regulatory authority is necessary with respect to the due authorization, execution and delivery of this Agreement, the due execution, delivery or performance of the Indenture by the Company or for the offering, issuance, sale or delivery of the Senior Notes to the Underwriters as contemplated in this Agreement; and

(L) the Company has no subsidiaries that would be considered a "significant subsidiary" under Rule 1-02(w) of Regulation S-X.

(ii) *Opinion of Arkansas Counsel.*

(A) the Company is duly qualified as a foreign corporation and is in good standing under the laws of the State of Arkansas and has corporate power, right and authority to do business and to own property in the State of Arkansas in the manner and as set forth in the Prospectus;

(B) except in localities where the Company has no franchises, which are relatively few and not of large population, or where the failure to have such franchises will not have a material adverse effect on the business or operations of the Company, the Company has sufficient authority under statutory provisions or by grant of franchises or permits by municipalities or counties to conduct its business in Arkansas as presently conducted and as described in the Prospectus;

(C) no approval, authorization, consent, certificate or order of the Arkansas Public Service Commission or any other governmental or regulatory authority is necessary with respect to the due authorization, execution and delivery of this Agreement, the due execution, delivery or performance of the Indenture by the Company or for the offering, issuance, sale and delivery of the Senior Notes by the Company as contemplated in this Agreement; and

(D) such counsel is not handling any material litigation relating to the Company except as set forth in a schedule attached to such opinion.

(iii) *Opinion of Jones Day*. Such opinion shall cover the matters set forth in the form attached hereto as Schedule E.

(c) *Opinion of Counsel for Underwriters*. At the Closing Time, the Representatives shall have received the favorable opinion, dated as of the Closing Time, of Chapman and Cutler LLP, counsel for the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters with respect to such matters related to the issuance and sale of the Senior Notes as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of Illinois and the federal law of the United States, upon the opinions of Oklahoma counsel, Arkansas counsel or other counsel satisfactory to the Underwriters.

(d) *Officers' Certificate*. At the Closing Time, the Underwriters shall have received a certificate of the chief executive officer or a vice president of the Company and of the chief financial or chief accounting officer of the Company, dated as of the Closing Time, to the effect that (i) there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus and the Time of Sale Information, any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, (ii) the representations and warranties in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act have been instituted or are pending or, to their knowledge, are contemplated by the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

(e) *Accountants' Comfort Letter*. At the time of the execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter, dated such date, in form and substance satisfactory to the Underwriters, together with signed original or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus.

(f) *Bring-down Comfort Letter*. At the Closing Time, the Representatives shall have received from Ernst & Young LLP a letter, dated as of the Closing Time, together with signed original or reproduced copies of such letter for each of the other Underwriters, to the effect that Ernst & Young LLP reaffirms the statements made in the letter furnished pursuant to subsection (e) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(g) *Maintenance of Rating*. At the Closing Time, the Senior Notes shall have been assigned the ratings indicated in the Pricing Information set forth on Schedule B from the nationally recognized statistical rating organizations named therein. Since the date of this Agreement, there shall not have occurred a downgrading in the rating assigned to any of the Company's securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the 1933 Act, and no such organization shall have publicly announced that it has under surveillance or review, or changed its outlook with negative implications with respect to its rating of the Senior Notes or any of the Company's other securities.

(h) *Material Adverse Change*. (i) Since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus, the Company shall not have sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental

action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus or (ii) since the date hereof or since the respective dates as of which information is given in the Time of Sale Information and the Prospectus there shall not have been any material change in the capital stock or long-term debt of the Company or any change, or any development involving a prospective change, in or affecting the condition, financial or otherwise, or in the earnings, results of operations, properties, management, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Senior Notes being delivered at such Closing Time on the terms and in the manner contemplated in the Time of Sale Information and the Prospectus.

(i) *Additional Documents.* At the Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Senior Notes as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Senior Notes as herein contemplated shall be satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

(j) *Termination of Agreement.* If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Underwriters by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

In giving the opinions contemplated by paragraphs (b) and (c) of this Section 6, counsel may rely upon certificates of state officials as to the Company's good standing and upon certificates of officers of the Company as to matters of fact relevant to such opinions. In giving such opinions, counsel may assume (i) that the Senior Notes have been executed on behalf of the Company by the manual or facsimile signatures of the President or a Vice President and the Secretary or an Assistant Secretary of the Company and have been manually authenticated by an authorized official of the Trustee, (ii) that the signatures on all documents examined by them are genuine, and (iii) that the written information supplied by the Underwriters expressly for use in the Registration Statement or the Prospectus is adequate.

SECTION 7. CONDITIONS OF COMPANY'S OBLIGATIONS.

The obligation of the Company to deliver the Senior Notes upon payment therefor shall be subject to the following conditions:

At the Closing Time, (a) the order of the Oklahoma Commission referred to in subparagraph (a)(xviii) of Section 1 hereof shall be in full force and effect substantially in the form in which originally entered and (b) no stop order suspending the effectiveness of the Registration Statement shall be in effect, no proceedings for that purpose or pursuant to Section 8A of the 1933 Act shall then be pending before, or threatened by, the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act shall have been received by the Company and not removed by such date.

In case any of the conditions specified above in this Section 7 shall not have been fulfilled, this Agreement may be terminated by the Company by delivering written notice of termination to the Underwriters. Any such termination shall be without liability of any party to any other party except to the extent provided in Section 4 hereof and except that Sections 1, 8, 9 and 10 shall survive any such termination and remain in full force and effect.

SECTION 8. INDEMNIFICATION.

(a) The Company shall indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person who controls such Underwriter within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Senior Notes), to which that Underwriter or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in

any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any such amendment or supplement, in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein which information consists solely of the information specified in Schedule D. The foregoing indemnity agreement is in addition to any liability which the Company may otherwise have to any Underwriter or to any officer, employee or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Company, each of its officers who signed the Registration Statement, each of its directors and each person, if any, who controls the Company within the meaning of the 1933 Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company or any such director, officer or controlling person may become subject, under the 1933 Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in the Prospectus, any Issuer Free Writing Prospectus or any Time of Sale Information or the Registration Statement, or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Company through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse the Company and any such director, officer or controlling person for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information consists of the information set forth on Schedule D. The foregoing indemnity agreement is in addition to any liability which any Underwriter may otherwise have to the Company or any such director, officer or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the Representatives shall have the right to employ counsel to represent jointly the Representatives and those other Underwriters and their respective controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Section 8 if, in the reasonable judgment of the Representatives, the Representatives shall have reasonably concluded that there may be legal defenses available to them and the other Underwriters that are different from or in addition to those available to the indemnifying party, and in that event the fees and expenses of such separate counsel shall be paid by the Company (*provided* that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel and one local counsel). No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

SECTION 9. CONTRIBUTION.

If the indemnification provided for in Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the applicable series of Senior Notes to which such liability relates or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the applicable series of Senior Notes to which such liability relates purchased under this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriters with respect to the applicable series of Senior Notes to which such liability relates purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of such Senior Notes under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section shall be deemed to include, for purposes of this Section, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section with respect to a series of Senior Notes to which liability relates, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which such applicable series of Senior Notes to which such liability relates underwritten by it and distributed to the public was offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay with respect to such series of Senior Notes by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 9 are several in proportion to their respective underwriting obligations with respect to each series of Senior Notes and not joint.

SECTION 10. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive delivery of the Senior Notes to the Underwriters.

SECTION 11. TERMINATION OF AGREEMENT.

(a) *Termination; General.* This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, at any time at or prior to the Closing Time if: (i) there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus, any loss sustained by the Company by strike, fire, flood, accident or other calamity of such character as to interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured, or any material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, properties, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business, (ii) trading in securities generally on the New York Stock Exchange or the Nasdaq Stock Market or in the over-the-counter market, or trading in any securities of the Company or OGE Energy Corp. on any exchange or in the over-the-counter market, shall have been suspended or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (iii) a banking moratorium shall have been declared by federal or state authorities or there is a material disruption in securities settlement or clearance services in the United States, (iv) since the time of the execution of this Agreement, the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, (v) there shall have occurred any calamity or crisis or such

a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of the Representatives impracticable or inadvisable to proceed with the public offering, sale or delivery of the Senior Notes being delivered at such Closing Time on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and in the Prospectus or (vi) the representations in Section 1(a)(ii) are incorrect in any respect.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and *provided, further*, that Sections 1, 8, 9 and 10 shall survive such termination and remain in full force and effect.

SECTION 12. DEFAULT BY ONE OR MORE OF THE UNDERWRITERS.

(a) If one or more of the Underwriters set forth in Schedule A fails at the Closing Time to purchase the Senior Notes which it or they are obligated to purchase under this Agreement (the “*Defaulted Senior Notes*”), the remaining Underwriter or Underwriters set forth in Schedule A (the “*Non-Defaulting Underwriters*”) will have the right, within 36 hours thereafter, to make arrangements for one or more of the Non-Defaulting Underwriters, or any other underwriter or underwriters, to purchase all, but not less than all, of the Defaulted Senior Notes in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Non-Defaulting Underwriters do not complete such arrangements within such 36-hour period, then:

(i) if the principal amount of Defaulted Senior Notes does not exceed one-eleventh of the aggregate principal amount of the Senior Notes to be purchased hereunder, each of the Non-Defaulting Underwriters will be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all Non-Defaulting Underwriters; or

(ii) if the principal amount of Defaulted Senior Notes exceeds one-eleventh of the aggregate principal amount of the Senior Notes to be purchased hereunder, this Agreement will terminate with respect to the Senior Notes without liability on the part of any Non-Defaulting Underwriters.

No action taken pursuant to this Section 12(a) will relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement with respect to the Senior Notes, either the Non-Defaulting Underwriters or the Company will have the right to postpone the Closing Time for the Senior Notes for a period not exceeding seven days in order to effect any required changes in the Registration Statement, Time of Sale Information or Prospectus or in any other documents or arrangements.

(b) As used herein, the term “*Underwriter*” includes any person substituted for an Underwriter under this Section 12.

SECTION 13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to _____, Fax: _____, Attention: _____; each with a copy to Chapman and Cutler LLP, 111 West Monroe Street, Chicago, Illinois 60603, Attention: _____. Notices to the Company shall be directed to it at Oklahoma Gas and Electric Company, 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma, 73101-0321, Attention: Treasurer, with a copy to Jones Day, 77 West Wacker, Chicago, Illinois 60601, Attention: _____.

SECTION 14. PARTIES.

This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 8 and 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person,

firm or corporation. No purchaser of Senior Notes from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. GOVERNING LAW AND TIME.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Except as otherwise set forth herein, specified times of day refer to New York City time.

SECTION 16. EFFECT OF HEADINGS.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,
OKLAHOMA GAS AND ELECTRIC COMPANY

By: _____

CONFIRMED AND ACCEPTED, as of the date
first above written:

[Names of Representatives]
Acting severally on behalf of themselves and the several
Underwriters named on Schedule A hereto

By: _____, as Representative

By: _____

SCHEDULE B

PRICING INFORMATION

OKLAHOMA GAS AND ELECTRIC COMPANY

\$ _____ % SENIOR NOTES, SERIES DUE _____

Issuer	Oklahoma Gas & Electric Company
Ratings (Moody's / S&P / Fitch)	
Amount	
Collateral Type	Senior Unsecured Notes
Type	SEC Registered
Trade Date	
Settlement Date (T+3)	
Maturity	
Coupon Payment Dates	Semi-annual payments on _____ and _____ of each year, beginning _____
Coupon Record Dates	Semi-annual on _____ and _____
Call Structure	
Benchmark	
Benchmark Price	
Benchmark Yield	
Reoffer Spread	
Reoffer Yield	
Coupon	
Price	
Joint bookrunners	
Co-manager(s)	
CUSIP	
ISIN	

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling _____ toll-free at _____.

SCHEDULE C

TIME OF SALE INFORMATION

Preliminary Prospectus dated _____.

Pricing Information for the Senior Notes as set forth in Schedule B hereto.

SCHEDULE D

INFORMATION PROVIDED BY UNDERWRITERS

The information set forth below constitutes the only information furnished to the Company by any Underwriter expressly for use in the Registration Statement (or any amendment thereto) or Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto): statements with respect to the public offering price of the Senior Notes by the Underwriters set forth on the cover page of, and the statements in the _____ paragraphs appearing under, the caption "Underwriting" in the Prospectus.

SCHEDULE E

FORM OF OPINION OF JONES DAY

1. The (i) execution, delivery and performance of the Underwriting Agreement by the Company, (ii) issuance and sale of the Senior Notes by the Company and (iii) compliance with the terms and provisions thereof by the Company will not violate any law or regulation known to such counsel generally to be applicable to transactions of this type (other than federal and state securities or "blue sky" laws, as to which we express no opinion in this paragraph), or any order or decree known to such counsel of any court, arbitrator or governmental agency that is binding upon the Company or its respective properties or violate or result in a default under any of the terms and provisions of any agreement to which the Company is a party or bound (this opinion being limited (A) to those orders, decrees and agreements identified on Exhibit A attached hereto and (B) in that such counsel expresses no opinion with respect to any violation or default (1) not readily ascertainable from the face of any such order, decree or agreement, (2) arising under or based upon any cross default provision insofar as it relates to a violation or default under an agreement not so identified on Exhibit A attached hereto or (3) arising as a result of any violation of or default under any agreement or covenant by failure to comply with any financial or numerical requirement requiring computation).

2. The Indenture has been qualified under the 1939 Act.

3. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required in connection with the issuance or sale of the Senior Notes by the Company, except (i) for the registration of the Senior Notes under the 1933 Act and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder and the qualification of the Indenture under the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the rules and regulations of the Commission thereunder, (ii) for periodic and other reporting requirements under the 1934 Act and the rules and regulations of the Commission thereunder or (iii) as may be required under state securities or "blue sky" laws.

4. Except as disclosed in the Prospectus, to such counsel's Actual Knowledge, there is no litigation or any governmental proceedings, pending or threatened, that would be required to be described in the Time of Sale Information or the Prospectus that are not described as required.

5. The statements contained in the Time of Sale Information and the Prospectus under the captions "Description of Debt Securities" and "Supplemental Description of Senior Notes," insofar as such statements purport to summarize legal matters or provisions of documents referred to therein, present fair summaries of such legal matters and documents in all material respects.

Such counsel has participated in the preparation of the Company's registration statement on Form S-3 (Registration No. 333-) (the "Registration Statement"), the prospectus, dated , 2010 (the "Base Prospectus"), the preliminary prospectus supplement, dated , (together with the Base Prospectus, the "Preliminary Prospectus"), the final pricing term sheet attached to the Underwriting Agreement as Schedule B (together with the Preliminary Prospectus, the "Time of Sale Information") and the prospectus supplement, dated , (together with the Base Prospectus, the "Prospectus"). Each of the Registration Statement, the Preliminary Prospectus and the Prospectus includes the documents incorporated or deemed incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act (collectively, the "Exchange Act Documents"). From time to time, such counsel has had discussions with certain officers, directors and employees of the Company, with representatives of Ernst & Young LLP, the independent registered public accounting firm who examined the financial statements of the Company included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, with the Underwriters and with counsel to the Underwriters, concerning the information contained in or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus and the proposed responses to various items in Form S-3. Based solely upon such counsel's participation and discussions described above, such counsel is of the view that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of , which is the date the Underwriters have identified as the earlier of the date the Prospectus was first used or the date of the first contract of sale of the Senior Notes (such date, the "Effective Date"), and the Prospectus, as of its date, complied as to form in all material respects with the requirements of the 1933 Act and the rules and regulations of the Commission thereunder, and that each of the Exchange Act Documents that was filed with the Commission prior to the date hereof at the time they were filed complied as to form in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder, except that such counsel expresses no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein, (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts or (iii) the Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act.

Such counsel has not independently verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness (except as and to the extent set forth in paragraph 4 above) of the information included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus. Based on the participation and discussions set forth above, however, no facts have come to such counsel's attention that cause such counsel to believe that the Registration Statement (including all information deemed to be part of and included therein pursuant to Rule 430B under the 1933 Act), as of the Effective Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, that the Time of Sale Information, as of [a.m./p.m.], Eastern Standard Time, on _____, (which is the time that the Underwriters have informed such counsel was prior to the first contract of sale of any Senior Notes by the Underwriters) included any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Prospectus, as of its date or on the date hereof, included or includes any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that we express no view with respect to (i) the financial statements, financial schedules and other financial and statistical data included or incorporated by reference therein, (ii) the information referred to under the caption "Experts" as having been included or incorporated by reference therein on the authority of Ernst & Young LLP as experts or (iii) the Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act.

The Registration Statement has become effective under the 1933 Act and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose are pending or threatened by the Commission. The Indenture has been qualified under the Trust Indenture Act.

Insofar as matters herein are stated to be to such counsel's Actual Knowledge or refer to the state of such counsel's knowledge, "Actual Knowledge" means the actual knowledge of any lawyer in the Covered Lawyer Group; and the "Covered Lawyer Group" means lawyers currently in such counsel's firm who have given substantive legal attention to the representation of the Company since [_____]. In making the foregoing statements, such counsel has inquired as to the Actual Knowledge of the lawyers in the Covered Lawyer Group with respect to the existence of legal proceedings described above, and such counsel has relied on certificates of officers or other representatives of the Company. Such counsel has not, however, made any review, search or investigation of any public or private records or files, including, without limitation docket records or other records or files of the Company or such counsel's firm.

FORM OF

SUPPLEMENTAL INDENTURE NO. _____

FROM

OGE ENERGY CORP.

TO

UMB BANK, N.A.

TRUSTEE

DATED AS OF

SUPPLEMENTAL TO INDENTURE

DATED AS OF NOVEMBER 1, 2004

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SUPPLEMENTAL INDENTURE No. ____, made as of the ____ day of _____, by and between OGE ENERGY CORP., a corporation duly organized and existing under the laws of the State of Oklahoma (the "Company"), and UMB BANK, N.A., a national banking association, as trustee (the "Trustee");

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

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

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

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

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

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

**ARTICLE TWO.
SECURITIES**

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

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

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

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

Section 2.05. Redemption Provisions. [Insert Redemption Terms]

The Securities shall not be subject to any sinking fund.

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

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

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

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

ARTICLE THREE. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

OGE ENERGY CORP.

By: _____
[Vice] President

ATTEST:

[Assistant Secretary]

UMB Bank , N.A. as Trustee

By: _____
[Assistant] [Vice]
President

ATTEST:

[Assistant Secretary]

FORM OF SECURITY

REGISTERED

REGISTERED

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

OGE ENERGY CORP.

SECURITY

CUSIP:

NUMBER: R-

ORIGINAL ISSUE DATE(S):

PRINCIPAL AMOUNT(S):

INTEREST RATE:

MATURITY DATE:

OGE ENERGY CORP., a corporation of the State of Oklahoma (the "Company"), for value received hereby promises to pay to _____ or registered assigns, the principal sum of

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

acceleration, of any part of the principal and applicable premium of this Global Security, the Depository shall surrender, or cause to be surrendered, this Global Security to the Trustee, whereupon a new Global Security shall be issued to the Depository.

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

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

[Insert Redemption Terms]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OGE ENERGY CORP.

By: _____
[Vice] President

[Assistant Secretary]

Dated: _____

TRUSTEE'S CERTIFICATE
OF AUTHENTICATION

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

UMB BANK, N.A. as Trustee

By: _____
Authorized Officer

ABBREVIATIONS

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

UNIF GIFT

MIN ACT - _____ Custodian _____

(Cust) (Minor)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

Under Uniform Gifts to Minors

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

State

Additional abbreviations may also be used

though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sell(s),

assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

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

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

Dated:

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

FORM OF

SUPPLEMENTAL INDENTURE NO. _____

FROM

OKLAHOMA GAS AND ELECTRIC COMPANY

TO

UMB BANK, N.A.

TRUSTEE

DATED AS OF

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

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

WITNESSETH:

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

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

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

WHEREAS, the Company has heretofore executed and delivered its Supplemental Indenture No. 3 dated as of April 1, 1998, adding to the covenants, conditions and agreements of the Indenture certain additional covenants, conditions and agreements to be observed by the Company, and creating a series of Notes designated "6½% Senior Notes, Series due April 15, 2028"; and

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

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

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

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

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

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

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

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

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

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

WHEREAS, Boatmen's First National Bank of Oklahoma was formerly the Trustee under the Indenture and NationsBank, N.A. succeeded Boatmen's First National Bank of Oklahoma as Trustee pursuant to Section 9.13 of the Indenture, The Bank of New York subsequently succeeded Boatmen's First National Bank of Oklahoma as Trustee pursuant to Section 9.13 of the Indenture and UMB Bank, N.A., has subsequently succeeded The Bank of New York as Trustee pursuant to Section 9.11 of the Indenture; and

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

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

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

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

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

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

Section 1.02 For all purposes of this Supplemental Indenture:

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

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

Section 2.02 There shall be a series of Notes designated the " _____ % Senior Notes, Series due _____ " (the "Senior Notes due _____"). The Senior Notes due _____ shall be limited to \$ _____ aggregate principal amount, except as provided in Section 2.09 hereof.

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

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

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

Section 2.05 [Insert Redemption Terms]

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

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

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

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

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

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

**ARTICLE THREE.
MISCELLANEOUS**

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

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

Section 3.03

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

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

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

Section 3.05

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

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

[Signature page follows]

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

OKLAHOMA GAS AND ELECTRIC COMPANY

By: _____
[Vice] President

ATTEST:

[Assistant Secretary]

UMB BANK, N.A. as Trustee

By: _____
[Assistant] [Vice]
President

ATTEST:

[Assistant Secretary]

Form of _____% Senior Note, Series

due _____

REGISTERED

REGISTERED

THIS NOTE IS A GLOBAL NOTE REGISTERED IN THE NAME OF THE DEPOSITARY (REFERRED TO HEREIN) OR A NOMINEE THEREOF AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL NOTES REPRESENTED HEREBY, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

OKLAHOMA GAS AND ELECTRIC COMPANY

_____ % SENIOR NOTE, SERIES DUE _____

CUSIP:

ORIGINAL ISSUE DATE(S):

INTEREST RATE: _____%

NUMBER: R-

PRINCIPAL AMOUNT(S):

MATURITY DATE: _____

Oklahoma Gas and Electric Company, a corporation of the State of Oklahoma (the "Company"), for value received hereby promises to pay to Cede & Co. or registered assigns, the principal sum of

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

the payment, on the Maturity Date or upon redemption, repayment or acceleration, of any part of the principal and applicable premium of this Global Note, the Depository shall surrender, or cause to be surrendered, this Global Note to the Trustee, whereupon a new Global Note shall be issued to the Depository.

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

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

[Insert Redemption Terms]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OKLAHOMA GAS AND ELECTRIC COMPANY

By: _____
[Vice] President

[Assistant Secretary]

Dated: _____

**TRUSTEE'S CERTIFICATE
OF AUTHENTICATION**

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

UMB BANK, N.A. as Trustee

By: _____
Authorized Signatory

[OPTION TO ELECT REPAYMENT

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

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

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

Dated: _____

(Signature)

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

ABBREVIATIONS

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

UNIF GIFT

MIN ACT - _____ Custodian _____

(Cust) (Minor)

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

Under Uniform Gifts to Minors

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

State

Additional abbreviations may also be used

though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sell(s),

assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

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

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

Dated:

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

Signature Guaranteed By: _____

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

By: _____

Name:

Title:

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

May 3, 2013

OGE Energy Corp.
321 N. Harvey
Oklahoma City, Oklahoma 73101

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

Ladies and Gentlemen:

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

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

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

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

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

Respectfully,

/s/ Richard D. Forshee

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

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

May 3, 2013

Oklahoma Gas and Electric Company
321 N. Harvey
Oklahoma City, Oklahoma 73101

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

Ladies and Gentlemen:

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

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

1 . The Company is a validly organized and legally existing corporation, in good standing under the laws of the State of Oklahoma and is authorized to conduct and operate its business as a public utility in the State of Oklahoma.

2 . When, as and if (a) the supplemental indenture relating to the Debt Securities is duly authorized, executed and delivered, and (b) the Debt Securities are duly authorized, executed, authenticated and delivered, and the consideration for the Debt Securities has been received by the Company, all in the manner contemplated by the Registration Statement, the Debt Securities will be valid and binding obligations of the Company enforceable in accordance with their terms.

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

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

Respectfully,

/s/ Richard D. Forshee

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

OGE Energy Corp.
Ratio of Earnings to Fixed Charges

<i>(in millions)</i>	Twelve Months Ended March 31,	Three Months Ended March 31,	Year Ended December 31,				
	2013	2013	2012	2011	2010	2009	2008
Earnings:							
Pre-tax income	\$ 497.7	\$ 43.6	\$ 520.1	\$ 524.3	\$ 461.4	\$ 382.2	\$ 338.6
Add: Fixed charges	175.1	43.7	174.4	161.8	150.1	154.5	130.0
Subtotal	672.8	87.3	694.5	686.1	611.5	536.7	468.6
Subtract:							
Allowance for borrowed funds used during construction	3.0	0.7	3.5	10.4	5.5	8.3	4.0
Other capitalized interest	4.5	1.4	4.5	8.7	2.5	6.3	3.5
Total earnings	665.3	85.2	686.5	667.0	603.5	522.1	461.1
Fixed Charges:							
Interest on long-term debt	163.9	41.1	163.4	154.8	141.8	143.6	106.6
Interest on short-term debt and other interest charges	8.9	2.2	8.7	5.2	5.9	8.4	21.0
Calculated interest on leased property	2.3	0.4	2.3	1.8	2.4	2.5	2.4
Total fixed charges	\$ 175.1	\$ 43.7	\$ 174.4	\$ 161.8	\$ 150.1	\$ 154.5	\$ 130.0
Ratio of Earnings to Fixed Charges	3.80	1.95	3.94	4.12	4.02	3.38	3.55

Oklahoma Gas and Electric Company
Ratio of Earnings to Fixed Charges

<i>(in millions)</i>	Twelve Months Ended March 31,	Three Months Ended March 31,	Year Ended December 31,				
	2013	2013	2012	2011	2010	2009	2008
Earnings:							
Pre-tax income	\$ 384.4	\$ 24.9	\$ 374.9	\$ 381.2	\$ 326.7	\$ 290.4	\$ 195.4
Add: Fixed charges	129.9	32.4	129.6	123.3	110.9	104.0	85.2
Subtotal	514.3	57.3	504.5	504.5	437.6	394.4	280.6
Subtract:							
Allowance for borrowed funds used during construction	3.0	0.7	3.5	10.4	5.5	8.3	4.0
Total earnings	511.3	56.6	501.0	494.1	432.1	386.1	276.6
Fixed Charges:							
Interest on long-term debt	124.3	31.1	124.2	118.7	104.7	96.5	67.3
Interest on short-term debt and other interest charges	4.0	1.0	3.9	3.3	4.2	5.4	15.8
Calculated interest on leased property	1.6	0.3	1.5	1.3	2.0	2.1	2.1
Total fixed charges	\$ 129.9	\$ 32.4	\$ 129.6	\$ 123.3	\$ 110.9	\$ 104.0	\$ 85.2
Ratio of Earnings to Fixed Charges	3.94	1.75	3.87	4.01	3.90	3.71	3.25

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in this Registration Statement on Form S-3 and related Prospectus of OGE Energy Corp. for the registration of Common Stock and Debt Securities and to the incorporation by reference therein of our reports dated February 27, 2013, with respect to the consolidated financial statements and schedule of OGE Energy Corp., and the effectiveness of internal control over financial reporting of OGE Energy Corp., included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
Ernst & Young LLP

Oklahoma City, Oklahoma
May 3, 2013

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in this Registration Statement on Form S-3 and related Prospectus of Oklahoma Gas and Electric Company for the registration of Debt Securities and to the incorporation by reference therein of our reports dated February 27, 2013, with respect to the financial statements and schedule of Oklahoma Gas and Electric Company, and the effectiveness of internal control over financial reporting of Oklahoma Gas and Electric Company, included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

Oklahoma City, Oklahoma
May 3, 2013

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

UMB BANK, NATIONAL ASSOCIATION
(Exact name of trustee as Specified in its charter)

44-0201230
(I.R.S. Employer
Identification No.)

1010 Grand Blvd., Kansas City, Missouri
(Address of Principal Executive Offices)

64106
(Zip Code)

OGE ENERGY CORP.
(Exact name of obligor as specified in its charter)

Oklahoma
(State or other jurisdiction
of incorporation or organization)

73-1481638
(I.R.S. Employer
Identification No.)

321 North Harvey
Oklahoma City, Oklahoma
(Address of principal executive offices)

73101
(Zip Code)

Debt Securities

(Title of the indenture securities)

OGE ENERGY CORP. SENIOR NOTES

Item 1. General Information

(a) Name and address of each examining or supervising authority to which the Trustee is subject is as follows:

The Comptroller of the Currency
Mid-Western District
2345 Grand Avenue, Suite 700
Kansas City, Missouri 64108

Federal Reserve Bank of Kansas City
Federal Reserve P.O. Station
Kansas City, Missouri 64198

Supervising Examiner
Federal Deposit Insurance Corporation
720 Olive Street, Suite 2909
St. Louis, Missouri 63101

(b) The Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with obligor. The Obligor is not affiliated with the Trustee.

Item 3. Voting securities of the Trustee.

NOT APPLICABLE.

Item 4. Trusteships under other indentures.

NOT APPLICABLE

Item 5. Interlocking directorates and similar relationships with the obligor or underwriters.

NOT APPLICABLE

Item 6. Voting securities of the trustee owned by the obligor or its officials.

NOT APPLICABLE

Item 7. Voting securities of the trustee owned by underwriters or their officials.

NOT APPLICABLE

Item 8. Securities of the obligor owned or held by the trustee.

NOT APPLICABLE

Item 9. Securities of the underwriters owned or held by the trustee.

NOT APPLICABLE

Item 10. Ownership or holdings by the trustee of voting securities of certain affiliates or security holders of the obligor.

NOT APPLICABLE

Item 11. Ownership or holdings by the trustee of any securities of a person owning 50 percent or more of the voting securities of the obligor.

NOT APPLICABLE

Item 12. Indebtedness of the Obligor to the Trustee.

NOT APPLICABLE

Item 13. Defaults of the Obligor.

NOT APPLICABLE

Item 14. Affiliations with the Underwriters.

NOT APPLICABLE

Item 15. Foreign Trustee.

NOT APPLICABLE

Item 16. List of Exhibits

Listed below are all exhibits as a part of this Statement of eligibility and qualification.

1. Articles of Association of the Trustee, as now in effect (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-74008).
2. Certificate of Authority from the Comptroller of the Currency evidencing a change of the corporate title of the Association. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-74008).
3. Certificate from the Comptroller of the Currency evidencing authority to exercise corporate trust powers and a letter evidencing a change of the corporate title of the Association. (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-74008).
4. Bylaws, as amended of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-74008).
5. N/A
6. Consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Registration Statement No. 333-74008).
7. Report of Condition of the Trustee as of 12/31/12.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, UMB Bank, National Association, a national bank organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the city of Kansas City, and State of Missouri, on the 26th day of March, 2013.

UMB BANK, NATIONAL ASSOCIATION

BY: /s/ Mark B. Flannagan

Mark B. Flannagan, Senior Vice President

UMB Bank, National Association
 1010 GRAND BOULEVARD
 KANSAS CITY, MO 64106
 FDIC Certificate Number: 8273

Web Address: <http://WWW.UMB.COM>

FFIEC 041
 Consolidated Report of Condition
 for December 31, 2012

The web address is as provided by the institution. Please contact the institution directly with any questions regarding the data or the web address.

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Consolidated Report of Condition for Insured Banks and Savings Associations for December 31, 2012

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC - Balance Sheet

	Dollar Amounts in Thousands	Bil/Mil/Thou	
ASSETS			
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin (1)	RCON 0081	683,725	1.a.
b. Interest-bearing balances (2)	RCON 0071	720,304	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON 1754	114,756	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON 1773	6,937,435	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	RCON B987	32,650	3.a.
b. Securities purchased under agreements to resell (3)	RCON B989	57,218	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	RCON 5369	3,877	4.a.
b. Loans and leases, net of unearned income	RCON B528	5,686,285	4.b.
c. LESS: Allowance for loan and lease losses	RCON 3123	71,426	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCON B529	5,614,859	4.d.
5. Trading assets (from Schedule RC-D)			
6. Premises and fixed assets (including capitalized leases)	RCON 2145	221,003	6.
7. Other real estate owned (from Schedule RC-M)			
8. Investments in unconsolidated subsidiaries and associated companies	RCON 2130	0	8.
9. Direct and indirect investments in real estate ventures			
9. Direct and indirect investments in real estate ventures	RCON 3656	0	9.
10. Intangible assets:			
a. Goodwill	RCON 3163	90,011	10.a.
b. Other intangible assets (from Schedule RC-M)	RCON 0426	15,796	10.b.
11. Other assets (from Schedule RC-F)			
11. Other assets (from Schedule RC-F)	RCON 2160	169,598	11.
12. Total assets (sum of items 1 through 11)			
12. Total assets (sum of items 1 through 11)	RCON 2170	14,689,863	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

Schedule RC - Continued

Dollar Amounts in Thousands

Bil/Mil/Thou

LIABILITIES

13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON 2200	11,710,824	13.a.
(1) Noninterest-bearing (1)	RCON 6631	4,978,034	13.a.(1)
(2) Interest-bearing	RCON 6636	6,732,790	13.a.(2)
b. Not applicable			
14. Federal funds purchased and securities sold under agreements to repurchase:			
a. Federal funds purchased (2)	RCON B993	0	14.a.
b. Securities sold under agreements to repurchase (3)	RCON B995	1,788,374	14.b.
15. Trading liabilities (from Schedule RC-D)	RCON 3548	0	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON 3190	5,879	16.
17. Not applicable			
18. Not applicable			
19. Subordinated notes and debentures (4)	RCON 3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON 2930	122,135	20.
21. Total liabilities (sum of items 13 through 20)	RCON 2948	13,627,212	21.
22. Not applicable			22.
EQUITY CAPITAL			
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	RCON 3838	0	23.
24. Common stock	RCON 3230	21,250	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON 3839	368,371	25.
26.			26.
a. Retained earnings	RCON 3632	587,441	26.a.
b. Accumulated other comprehensive income (5)	RCON B530	85,589	26.b.
c. Other equity capital components (6)	RCON A130	0	26.c.
27.			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCON 3210	1,062,651	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON 3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCON G105	1,062,651	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON 3300	14,689,863	29.

(1) Includes noninterest-bearing demand, time and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

(5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC - Continued

Memoranda

To be reported with the March Report of Condition.

	<u>Number</u>	
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2011	RCON 6724	N/A M.1.
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank		
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)		
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm		
4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)		
5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)		
6 = Review of the bank's financial statements by external auditors		
7 = Compilation of the bank's financial statements by external auditors		
8 = Other audit procedures (excluding tax preparation work)		
9 = No external audit work		

To be reported with the March Report of Condition.

	<u>MM/DD</u>	
2. Bank's fiscal year-end date	RCON 8678	N/A M.2.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

UMB BANK, NATIONAL ASSOCIATION
(Exact name of trustee as Specified in its charter)

44-0201230
(I.R.S. Employer
Identification No.)

1010 Grand Blvd., Kansas City, Missouri
(Address of Principal Executive Offices)

64106
(Zip Code)

OKLAHOMA GAS AND ELECTRIC COMPANY
(Exact name of obligor as specified in its charter)

Oklahoma
(State or other jurisdiction
of incorporation or organization)

73-0382390
(I.R.S. Employer
Identification No.)

321 North Harvey
Oklahoma City, Oklahoma
(Address of principal executive offices)

73101
(Zip Code)

Senior Notes

(Title of the indenture securities)

Item 1. General Information

(a) Name and address of each examining or supervising authority to which the Trustee is subject is as follows:

The Comptroller of the Currency
Mid-Western District
2345 Grand Avenue, Suite 700
Kansas City, Missouri 64108

Federal Reserve Bank of Kansas City
Federal Reserve P.O. Station
Kansas City, Missouri 64198

Supervising Examiner
Federal Deposit Insurance Corporation
720 Olive Street, Suite 2909
St. Louis, Missouri 63101

(b) The Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with obligor. The Obligor is not affiliated with the Trustee.

Item 3. Voting securities of the Trustee.

NOT APPLICABLE.

Item 4. Trusteships under other indentures.

NOT APPLICABLE

Item 5. Interlocking directorates and similar relationships with the obligor or underwriters.

NOT APPLICABLE

Item 6. Voting securities of the trustee owned by the obligor or its officials.

NOT APPLICABLE

Item 7. Voting securities of the trustee owned by underwriters or their officials.

NOT APPLICABLE

Item 8. Securities of the obligor owned or held by the trustee.

NOT APPLICABLE

Item 9. Securities of the underwriters owned or held by the trustee.

NOT APPLICABLE

Item 10. Ownership or holdings by the trustee of voting securities of certain affiliates or security holders of the obligor.

NOT APPLICABLE

Item 11. Ownership or holdings by the trustee of any securities of a person owning 50 percent or more of the voting securities of the obligor.

NOT APPLICABLE

Item 12. Indebtedness of the Obligor to the Trustee.

NOT APPLICABLE

Item 13. Defaults of the Obligor.

NONE

Item 14. Affiliations with the Underwriters.

NOT APPLICABLE

Item 15. Foreign Trustee.

NOT APPLICABLE

Item 16. List of Exhibits

Listed below are all exhibits as a part of this Statement of eligibility and qualification.

1. Articles of Association of the Trustee, as now in effect (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-74008).
2. Certificate of Authority from the Comptroller of the Currency evidencing a change of the corporate title of the Association. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-74008).
3. Certificate from the Comptroller of the Currency evidencing authority to exercise corporate trust powers and a letter evidencing a change of the corporate title of the Association. (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-74008).
4. Bylaws, as amended of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-74008).
5. N/A
6. Consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Registration Statement No. 333-74008).
7. Report of Condition of the Trustee as of 12/31/12.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, UMB Bank, National Association, a national bank organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the city of Kansas City, and State of Missouri, on the 26th day of March, 2013.

UMB BANK, NATIONAL ASSOCIATION

BY: /s/ Mark B. Flannagan

Mark B. Flannagan, Senior Vice President

UMB Bank, National Association
 1010 GRAND BOULEVARD
 KANSAS CITY, MO 64106
 FDIC Certificate Number: 8273

Web Address: <http://WWW.UMB.COM>

FFIEC 041
 Consolidated Report of Condition
 for December 31, 2012

The web address is as provided by the institution. Please contact the institution directly with any questions regarding the data or the web address.

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Consolidated Report of Condition for Insured Banks and Savings Associations for December 31, 2012

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC - Balance Sheet

	Dollar Amounts in Thousands	Bil/Mil/Thou	
ASSETS			
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin (1)	RCON 0081	683,725	1.a.
b. Interest-bearing balances (2)	RCON 0071	720,304	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON 1754	114,756	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON 1773	6,937,435	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	RCON B987	32,650	3.a.
b. Securities purchased under agreements to resell (3)	RCON B989	57,218	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	RCON 5369	3,877	4.a.
b. Loans and leases, net of unearned income	RCON B528	5,686,285	4.b.
c. LESS: Allowance for loan and lease losses	RCON 3123	71,426	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCON B529	5,614,859	4.d.
5. Trading assets (from Schedule RC-D)	RCON 3545	25,107	5.
6. Premises and fixed assets (including capitalized leases)	RCON 2145	221,003	6.
7. Other real estate owned (from Schedule RC-M)	RCON 2150	3,524	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCON 2130	0	8.
9. Direct and indirect investments in real estate ventures	RCON 3656	0	9.
10. Intangible assets:			
a. Goodwill	RCON 3163	90,011	10.a.
b. Other intangible assets (from Schedule RC-M)	RCON 0426	15,796	10.b.
11. Other assets (from Schedule RC-F)	RCON 2160	169,598	11.
12. Total assets (sum of items 1 through 11)	RCON 2170	14,689,863	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

Schedule RC - Continued

Dollar Amounts in Thousands

Bil/Mil/Thou

LIABILITIES

13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON 2200	11,710,824	13.a.
(1) Noninterest-bearing (1)	RCON 6631	4,978,034	13.a.(1)
(2) Interest-bearing	RCON 6636	6,732,790	13.a.(2)
b. Not applicable			
14. Federal funds purchased and securities sold under agreements to repurchase:			
a. Federal funds purchased (2)	RCON B993	0	14.a.
b. Securities sold under agreements to repurchase (3)	RCON B995	1,788,374	14.b.
15. Trading liabilities (from Schedule RC-D)	RCON 3548	0	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON 3190	5,879	16.
17. Not applicable			
18. Not applicable			
19. Subordinated notes and debentures (4)	RCON 3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON 2930	122,135	20.
21. Total liabilities (sum of items 13 through 20)	RCON 2948	13,627,212	21.
22. Not applicable			22.
EQUITY CAPITAL			
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	RCON 3838	0	23.
24. Common stock	RCON 3230	21,250	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON 3839	368,371	25.
26.			26.
a. Retained earnings	RCON 3632	587,441	26.a.
b. Accumulated other comprehensive income (5)	RCON B530	85,589	26.b.
c. Other equity capital components (6)	RCON A130	0	26.c.
27.			27.
a. Total bank equity capital (sum of items 23 through 26.c)	RCON 3210	1,062,651	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON 3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	RCON G105	1,062,651	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON 3300	14,689,863	29.

(1) Includes noninterest-bearing demand, time and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

(5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC - Continued

Memoranda

To be reported with the March Report of Condition.

	<u>Number</u>	
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2011	RCON 6724	N/A M.1.
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank		
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)		
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm		
4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)		
5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)		
6 = Review of the bank's financial statements by external auditors		
7 = Compilation of the bank's financial statements by external auditors		
8 = Other audit procedures (excluding tax preparation work)		
9 = No external audit work		

To be reported with the March Report of Condition.

	<u>MM/DD</u>	
2. Bank's fiscal year-end date	RCON 8678	N/A M.2.