

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported)

November 24, 2014

OGE ENERGY CORP.

(Exact Name of Registrant as Specified in Its Charter)

Oklahoma

(State or Other Jurisdiction of Incorporation)

1-12579

(Commission File Number)

73-1481638

(IRS Employer Identification No.)

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

(Address of Principal Executive Offices)

73101-0321

(Zip Code)

405-553-3000

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- * Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- * Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- * Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- * Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events

OGE Energy Corp. (the "Company") is the parent company of Oklahoma Gas and Electric Company, a regulated electric utility with approximately 813,000 customers in Oklahoma and western Arkansas. In addition, OGE holds a 26.3 percent limited partner interest and a 50 percent general partner interest in Enable Midstream Partners, LP.

On November 24, 2014, the Company completed the issuance of \$100,000,000 in aggregate principal amount of its Floating Rate Senior Notes, Series due November 24, 2017 (the "Senior Notes"). The offering of the Senior Notes was registered under the Securities Act of 1933, as amended, pursuant to the Company's shelf registration on Form S-3ASR (File No. 333-188309). A prospectus supplement relating to the offering and sale of the Senior Notes was filed with the Securities and Exchange Commission on November 20, 2014.

Attached as Exhibit 4.01 is the Supplemental Indenture No. 2 dated as of November 24, 2014 between the Company and UMB Bank, N.A., as trustee, creating the Senior Notes.

Attached as Exhibit 5.01 is an Opinion of Counsel as to the legality of the Senior Notes.

Attached as Exhibit 12.01 is the calculation of the ratio of earnings to fixed charges.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number

Description

4.01	Supplemental Indenture No. 2 dated as of November 24, 2014 between the Company and UMB Bank, N.A., as trustee, creating the Senior Notes.
5.01	Opinion of Counsel as to the legality of the Senior Notes.
12.01	Calculation of ratio of earnings to fixed charges

SUPPLEMENTAL INDENTURE NO. 2

FROM

OGE ENERGY CORP.

TO

UMB BANK, N.A.

TRUSTEE

DATED AS OF NOVEMBER 24, 2014

**SUPPLEMENTAL TO INDENTURE
DATED AS OF NOVEMBER 1, 2004**

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SUPPLEMENTAL INDENTURE No. 2, made as of the 24th day of November, 2014, 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 "Floating Rate Senior Notes, Series due November 24, 2017" (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;
- (c) The terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and “herewith” refer to this Supplemental Indenture; and
- (d) The following defined terms used herein shall, unless the context otherwise requires, have the meanings specified below.

“Bloomberg L.P.’s page “BBAM”” means the display that appears on Bloomberg L.P.’s page “BBAM” or any page as may replace such page on such service (or any successor service) for the purpose of displaying the London interbank offered rate for U.S. dollar deposits.

“Calculation Agent” means UMB Bank, N.A., or its successor appointed by us, acting as calculation agent.

“Interest Determination Date” means the second London Business Day immediately preceding the first day of the relevant Interest Period.

“Interest Period” means the period commencing on an interest payment date for the Securities (or, with respect to the initial Interest Period only, commencing on the issue date for the Securities) and ending on the day before the next succeeding interest payment date for the Securities.

“LIBOR” means, with respect to any Interest Period, the rate (expressed as a percentage per annum) for deposits in U.S. dollars for a three-month period commencing on the first day of that Interest Period and ending on the next interest payment date that appears on Bloomberg L.P.’s page “BBAM” as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period. If such rate does not appear on Bloomberg L.P.’s page “BBAM” as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period, LIBOR will be determined on the basis of the rates at which deposits in U.S. dollars for the Interest Period and in a principal amount of not less than \$1,000,000 are offered to prime banks in the London interbank market by four major banks in the London interbank market, which may include affiliates of one or more of the underwriters of the Securities, selected by the Company, at approximately 11:00 a.m., London time, on the Interest Determination Date for that Interest Period. The Calculation Agent will request the principal London office of each such bank to provide a quotation of its rate. If at least two such quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean of such quotations. If fewer than two quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean

Upon the request of a holder of the Securities, the Calculation Agent will provide to such holder the interest rate in effect on the date of such request and, if determined, the interest rate for the next Interest Period.

The accrued interest for any period is calculated by multiplying the principal amount of a Security by an accrued interest factor. The accrued interest factor is computed by adding the interest factor calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal rounded upwards if necessary) is computed by dividing the interest rate (expressed as a decimal rounded upwards if necessary) applicable to such date by 360.

All percentages resulting from any calculation of the interest rate on the Securities will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655) and 9.876544% (or .09876544) being rounded to 9.87654% (or .0987654)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent (with one-half cent being rounded upwards)

SECTION 2.05 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 2.06 No Redemption or Sinking Fund Provisions. The Securities shall not be subject to redemption prior to maturity. The Securities shall not be subject to any sinking fund.

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 (except for the public offering price, issue date and, if applicable, the initial interest payment date) as the other Securities. Any such additional Securities, together with the other Securities, shall constitute a single series for purposes of the Indenture.

SECTION 2.09 Form of Floating Rate Senior Note, Series due November 24, 2017. 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 Treasurer, 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: /s/ Charles B. Walworth
Charles B. Walworth
Treasurer

ATTEST:

By: /s/ Patricia D. Horn
Patricia D. Horn
Secretary

UMB BANK, N.A., as Trustee

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

ATTEST:

By: /s/ Douglas G. Hare
Douglas G. Hare
Senior Vice President

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.

FLOATING RATE SENIOR NOTES, SERIES DUE NOVEMBER 24, 2017

CUSIP / ISIN: 670837 AB9/US670837AB97	NUMBER: R-1
ORIGINAL ISSUE DATE(S): November 24, 2014	PRINCIPAL AMOUNT(S): \$100,000,000
INTEREST RATE: LIBOR plus 0.55% per annum	MATURITY DATE: November 24, 2017
INTEREST PAYMENT DATES: February 24, May 24, August 24 and November 24	

OGE ENERGY CORP., 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

ONE HUNDRED MILLION DOLLARS (\$100,000,000)

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, quarterly in arrears on February 24, May 24, August 24 and November 24 in each year, commencing on February 24, 2015, at the rates per annum determined in accordance with the provisions specified below, 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 fifteenth calendar day 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 repayment or acceleration, shall be payable to the Person to whom principal shall be payable. Except as otherwise provided in the Indenture (as defined below), any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and shall be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Security holders not more than fifteen days or fewer than ten days prior to such Special Record Date. On or before 10:00 a.m., New York City time, or such other time as shall be agreed upon between the Trustee and the Depositary, of the day on which such payment of interest is due on this Global Security (other than maturity), the Trustee shall pay to the 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 Security, 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 repayment or acceleration, of any part of the principal and applicable premium of this Global Security, the Depositary shall surrender, or cause to be surrendered, this Global Security to the Trustee, whereupon a new Global Security shall be issued to the Depositary.

This Global Security is a global security in respect of a duly authorized issue of Floating Rate Senior Notes, Series due November 24, 2017 (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.

The Securities of this Series will bear interest for each quarterly Interest Period (as defined below) at a per annum rate determined by the Calculation Agent (as defined below), subject to the maximum interest rate permitted by Oklahoma law or other applicable state law, as such law may be modified by United States law of general application. The interest rate applicable during each quarterly Interest Period will be equal to LIBOR (as defined below) on the Interest Determination Date (as defined below) for such Interest Period plus 0.55%. Promptly upon such determination, the Calculation Agent will notify the Company and the Trustee, if the Trustee is not then serving as the Calculation Agent, of the interest rate for the new Interest Period. The interest rate determined by the Calculation Agent, absent manifest error, shall be binding and conclusive upon the beneficial owners and holders of the Securities of this Series, the Company and the Trustee.

Upon the request of a holder of the Securities of this Series, the Calculation Agent will provide to such holder the interest rate in effect on the date of such request and, if determined, the interest rate for the next Interest Period.

The accrued interest for any period is calculated by multiplying the principal amount of a Security of this Series by an accrued interest factor. The accrued interest factor is computed by adding the interest factor calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal rounded upwards if necessary) is computed by dividing the interest rate (expressed as a decimal rounded upwards if necessary) applicable to such date by 360.

All percentages resulting from any calculation of the interest rate on the Securities of this Series will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655) and 9.876544% (or .09876544) being rounded to 9.87654% (or .0987654)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent (with one-half cent being rounded upwards).

“Bloomberg L.P.’s page “BBAM”” means the display that appears on Bloomberg L.P.’s page “BBAM” or any page as may replace such page on such service (or any successor service) for the purpose of displaying the London interbank offered rate for U.S. dollar deposits.

“Calculation Agent” means UMB Bank, N.A., or its successor appointed by us, acting as calculation agent.

“Interest Determination Date” means the second London Business Day immediately preceding the first day of the relevant Interest Period.

“Interest Period” means the period commencing on an interest payment date for the Securities (or, with respect to the initial Interest Period only, commencing on the issue date for the Securities) and ending on the day before the next succeeding interest payment date for the Securities.

“LIBOR” means, with respect to any Interest Period, the rate (expressed as a percentage per annum) for deposits in U.S. dollars for a three-month period commencing on the first day of that Interest Period and ending on the next interest payment date that appears on Bloomberg L.P.'s page "BBAM" as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period. If such rate does not appear on Bloomberg L.P.'s page "BBAM" as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period, LIBOR will be determined on the basis of the rates at which deposits in U.S. dollars for the Interest Period and in a principal amount of not less than \$1,000,000 are offered to prime banks in the London interbank market by four major banks in the London interbank market, which may include affiliates of one or more of the underwriters of the Securities, selected by the Company, at approximately 11:00 a.m., London time, on the Interest Determination Date for that Interest Period. The Calculation Agent will request the principal London office of each such bank to provide a quotation of its rate. If at least two such quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean of such quotations. If fewer than two quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean of the rates quoted by three major banks in New York City, which may include affiliates of one or more of the underwriters of the Securities, selected by the Company, at approximately 11:00 a.m., New York City time, on the Interest Determination Date for that Interest Period for loans in U.S. dollars to leading European banks for that Interest Period and in a principal amount of not less than \$1,000,000. However, if fewer than three banks selected by the Company to provide quotations are quoting as described above, LIBOR for that Interest Period will be the same as LIBOR as determined for the previous Interest Period.

“London Business Day” means a day that is a business day and a day on which dealings in deposits in U.S. dollars are transacted, or with respect to any future date are expected to be transacted, in the London interbank market.

Interest payments for this Global Security shall be computed and paid on the basis of the actual number of days elapsed over a 360-day year. 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 Securities of this Series shall not be subject to redemption prior to the Maturity Date.

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

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

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

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

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

OGE ENERGY CORP.

By: _____
Treasurer

Attest: _____
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.

TEN COM - as tenants in common

UNIF GIFT

MIN ACT -

(Cust)

Custodian

(Minor)

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.

[Letterhead of Williams, Box, Forshee & Bullard]

November 24, 2014

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

Re: \$100,000,000 Principal Amount of Senior Notes

Ladies and Gentlemen:

We have examined the Form S-3 Registration Statement, File Number 333-188309 (the "Registration Statement"), of OGE Energy Corp. (the "Company"), which was filed with the Securities and Exchange Commission (the "Commission") and became automatically effective on May 3, 2013 and to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended (the "Act"), of debt securities of the Company. Pursuant to such Registration Statement, the Company is issuing Floating Rate Senior Notes, Series due November 24, 2017 in an aggregate principal amount of \$100,000,000 of notes ("Senior Notes") to be issued under the Indenture, dated as of November 1, 2004, as heretofore supplemented and amended by supplemental indentures, including a new supplemental indenture for the Senior Notes, all from the Company to UMB Bank N.A., as successor trustee (such Indenture, as supplemented, is herein referred to as the "Indenture"). We have examined all records, instruments, and documents which we have deemed necessary for the purposes of this opinion, including the Registration Statement on Form S-3 under the Act relating to the Senior Notes filed by the Company pursuant to the Act.

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. The Indenture is a valid, legal and binding instrument of the Company.
3. The Senior Notes are legally issued and binding obligations of the Company.
4. The statements made in the above-mentioned Registration Statement and in the related Prospectus, purporting to be made or based upon our opinion correctly set forth our opinion upon said respective matters.

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 of "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 Commission promulgated thereunder.

Very truly yours,

/s/ Richard D. Forshee

Richard D. Forshee of
Williams, Box, Forshee & Bullard

OGE Energy Corp.
Ratio of Earnings to Fixed Charges

<i>(In millions)</i>	Nine Months Ended September 30,	Year ended December 31,				
	2014	2013	2012	2011	2010	2009
Earnings:						
Pre-tax income	\$ 474.7	\$ 524.1	\$ 520.1	\$ 524.3	\$ 461.4	\$ 382.2
Add: Fixed charges	116.7	157.2	174.4	161.8	150.1	154.5
Subtotal	591.4	681.3	694.5	686.1	611.5	536.7
Subtract:						
Allowance for borrowed funds used during construction	1.7	3.4	3.5	10.4	5.5	8.3
Other capitalized interest	—	2.0	4.5	8.7	2.5	6.3
Total earnings	589.7	675.9	686.5	667.0	603.5	522.1
Fixed Charges:						
Interest on long-term debt	109.2	147.6	163.4	154.8	141.8	143.6
Interest on short-term debt and other interest charges	5.1	5.3	8.7	5.2	5.9	8.4
Calculated interest on leased property	2.5	4.3	2.3	1.8	2.4	2.5
Total fixed charges	\$ 116.8	\$ 157.2	\$ 174.4	\$ 161.8	\$ 150.1	\$ 154.5
Ratio of Earnings to Fixed Charges	5.05	4.30	3.94	4.12	4.02	3.38