OKLAHOMA ELECTRIC COMPANY 321 North Harvey Post Office Box 321 Oklahoma City, Oklahoma 73101 Telephone 405-272-3000

OG&E ELECTRIC SERVICE

RECORDATION NO. 11368/C Filed 1425
JAN 14 1980 -3 10 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11368/B Filed 1425
JAN 14 1980 -3 10 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11368 Filed 1425
JAN 14 1980 -3 10 PM
INTERSTATE COMMERCE COMMISSION

January 14, 1980

Interstate Commerce Commission
12th Street and Constitution
Avenue, N. W.
Washington, D. C. 20423

No. 0-014A140
Date JAN 14 1980
Fee $ 100.00
ICC Washington, D. C.

RECORDATION NO. 11368/A Filed 1425
JAN 14 1980 -3 10 PM
INTERSTATE COMMERCE COMMISSION

Attention: Secretary

Gentlemen:

Enclosed herewith for filing and recording, pursuant to 49 U.S.C. §11303, are one original and seven conformed copies of the following:

1. Conditional Sale Agreement dated as of January 1, 1980, between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, as Trustee;

2. Agreement and Assignment dated as of January 1, 1980, between Thrall Car Manufacturing Company and The First National Bank and Trust Company of Oklahoma City, as Agent;

3. Lease of Railroad Equipment dated as of January 1, 1980, between Mercantile-Safe Deposit and Trust Company, as Trustee and Oklahoma Gas and Electric Company; and

4. Assignment of Lease and Agreement dated as of January 1, 1980, between Mercantile-Safe Deposit and Trust Company, as Trustee and The First National Bank and Trust Company of Oklahoma City, as Agent.

The foregoing documents relate to the purchase and financing of:

130 100-ton coal hopper cars (Car Nos. OGEX 1023-1152, both inclusive).

Jack Lingle

Counterpart

Enclosed is our check in the amount of $100 in payment of the applicable recording fees.

Please deliver all conformed copies (other than copies to be retained by the Interstate Commerce Commission), each bearing recordation data with respect to the filing pursuant to the provisions of 49 U.S.C. §11303, to the bearer of this letter.

For your records, the names and addresses of the parties to the several instruments are as follows:

The First National Bank and Trust Company
of Oklahoma City, as Agent
P. O. Box 25189
Oklahoma City, Oklahoma 73125
Attention: Jake L. Riley
Senior Vice President
and Trust Officer

Mercantile-Safe Deposit and Trust Company,
as Trustee
P. O. Box 2258
Baltimore, Maryland 21203
Attention: Corporate Trust Department

Thrall Car Manufacturing Company
P. O. Box 218
Chicago Heights, Illinois 60401
Attention: Mr. John P. Lynch
Vice President - Sales

Oklahoma Gas and Electric Company
P. O. Box 321
Oklahoma City, Oklahoma 73101
Attention: Treasurer

Very truly yours,

Patrick J. Ryan
Treasurer

Enclosures

CONFORMED

RECORDATION NO. 11368 Filed 1425

JAN 14 1980 -3 10 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of January 1, 1980

between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

as Trustee

and

THE FIRST NATIONAL BANK AND TRUST COMPANY
OF OKLAHOMA CITY,

as Agent

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ASSIGNMENT OF LEASE AND AGREEMENT dated as of January 1, 1980 (hereinafter called the Assignment) between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee (hereinafter together with its successors and assigns, called the Vendee) under a Trust Agreement dated as of the date hereof with WELLS FARGO EQUIPMENT LEASING CORPORATION and MARK TWAIN LEASING COMPANY (hereinafter called collectively the Beneficiaries and individually a Beneficiary), and THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, as Agent (hereinafter together with its successors and assigns, called the Assignee) under the Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement).

WHEREAS, the Vendee and THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder) have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (hereinafter called the Equipment);

WHEREAS, the Builder and the Assignee have entered into an Agreement and Assignment dated as of the date hereof (hereinafter called the Conditional Sale Assignment) assigning to the Assignee the right, security title and interest of the Builder under the Conditional Sale Agreement as security for the payment of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement);

WHEREAS, the Vendee and OKLAHOMA GAS AND ELECTRIC COMPANY (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessee of the Equipment; and

WHEREAS, in order to provide further security for the payment of the Conditional Sale Indebtedness and as an inducement to the Investors (as defined in the Participation Agreement) to invest in the Conditional Sale Indebtedness, the Vendee has agreed to assign for security purposes certain of its rights in, to and under the Lease to the Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration paid by the Assignee to the Vendee, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. The Vendee hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as collateral security for the payment and performance of the obligations of the Vendee under the Conditional Sale Agreement, all the Vendee's right, title and interest (other than

the rights of the Vendee pursuant to Section 23 of the Lease regarding the cure of certain Events of Default under the Lease) as lessor under the Lease, including without limitation, the immediate right to receive and collect all rentals and other sums payable to or receivable by the Vendee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys being hereinafter called the Payments), it being expressly understood and agreed by the Assignee that such assignment of the Payments shall not thereby increase the amount of funds applicable to the payment or prepayment of the Conditional Sale Indebtedness or interest or premium, if any, thereon as provided in the last paragraph of Article 4 of the Conditional Sale Agreement; and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease and to do any and all other things whatsoever which the Vendee as lessor is or may become entitled to do under the Lease; provided, however, that the term Payments shall not include and no assignment is made hereby of the right of the Vendee to receive from the Lessee the reimbursements for taxes and other items pursuant to Section 6 of the Lease and the indemnification payments pursuant to the penultimate paragraph of Section 10 of the Lease or the right of the Beneficiaries to receive payments under the Indemnity Agreement entered into as of the date hereof between the Beneficiaries and the Lessee. In furtherance of the foregoing assignment and transfer, the Vendee hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of or as attorney hereby irrevocably constituted for the Vendee as lessor, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Lessee with the terms and agreements on its part to be performed under the Lease.

The Assignee agrees to accept any Payments made by the Lessee for the account of the Vendee as lessor pursuant to the Lease and to acknowledge receipt of such payments, subject to the Vendee's right to receive certain payments directly as above provided. To the extent received, the Assignee will apply such Payments to satisfy the obligations of the Vendee under the Conditional Sale Agreement, subject to the limitations contained in the last paragraph of Article 4 of the Conditional Sale Agreement, and any balance shall be paid to the Vendee on the same date such Payment is applied to satisfy such obligations of the Vendee by bank wire to the Vendee of immediately available federal funds at such address as may be specified to the Assignee in writing, and such balance shall be retained by the Vendee unless an Event of Default, as defined in the Lease, exists or with notice, demand or a lapse of time would exist. If the

Assignee shall not receive any rental payment under the first paragraph of Section 3 of the Lease when due, the Assignee shall notify the Vendee at the address set forth in the Lease.

SECTION 2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Vendee under the Lease, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment, all obligations, if any, of the Vendee to the Lessee shall be and remain enforceable by the Lessee only against the Vendee or persons other than the Assignee.

SECTION 3: To protect the security afforded by this Assignment, the Vendee further agrees as follows:

(a) the Vendee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Vendee (other than any act or omission in respect of which the Lessee has assumed responsibility under the Lease); and, without the express written consent of the Assignee, the Vendee will not anticipate the rents under the Lease or waive, excuse, condone, forgive, or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rentals in the manner and at the times and place specified therein, or enter into any agreement amending, modifying or terminating the Lease; and the Vendee agrees that any amendment, modification or termination thereof without such consent shall be void;

(b) at the Vendee's sole cost and expense (subject to the last paragraph of Article 4 and Article 22 of the Conditional Sale Agreement), the Vendee will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Vendee under the Lease if such action or proceeding shall arise out of the willful misconduct or gross negligence of the Vendee; and

(c) should the Vendee fail to make any payment or to do any act which this Assignment requires the Vendee to make or do, then the Assignee may (but shall not be obligated), after first making written demand upon the Vendee and affording the Vendee a reasonable period of time within which to make such payment or do such act, and without releasing the Vendee from any obligation hereunder or under the Lease, make such payment or do

such act in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of the Vendee contained in the Lease. In exercising any such powers, the Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Vendee will reimburse the Assignee for such costs, expenses and fees.

SECTION 4. Upon the full discharge and satisfaction of all the Vendee's obligations under the Conditional Sale Agreement, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Lease shall revert to the Vendee. The Assignee hereby agrees that it will, at the request of the Vendee or its successors or assigns, make, execute and deliver all such instruments of assignment, transfer, assurance and do such further acts and things as may be necessary and appropriate to give effect to the terms of this Assignment and the reversion of all estate, right, title and interest of the Assignee in and to the Lease.

SECTION 5. The Vendee represents and warrants that (a) the Conditional Sale Agreement, the Conditional Sale Assignment, the Lease and this Assignment have each been duly authorized, executed and delivered by the Vendee and, assuming the due authorization, execution and delivery by each of the other party or parties hereto and thereto, each is and will remain the valid and binding obligation of the Vendee enforceable in accordance with its respective terms, subject only to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; (b) the Vendee has not executed any other assignment of the Conditional Sale Agreement or the Lease and its right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, charges, security interests or other encumbrances (except this Assignment) created, incurred, assumed or suffered as a result of any act or omission on the part of the Vendee (other than any act or omission in respect of which the Lessee has assumed responsibility under the Lease), and the Vendee has not received any advance rental payment under the Lease; and (c) to the best knowledge of the Vendee, it has performed all obligations on its part to be performed under the Lease on or prior to the date hereof and there has not occurred on or prior to the date hereof any Event of Default as defined in the Lease or any event which, with notice, demand or lapse of time would constitute an Event of Default.

SECTION 6. The Assignee may, but only in accordance with the provisions of the Participation Agreement and the Conditional Sale Agreement, assign all or any of its rights under the Lease, including the right to receive any Payments due or to become due thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving by the Assignee of written notice of such assignment to the Vendee and the Lessee, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Vendee hereby agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be, including the execution and acknowledgment of any instrument necessary or appropriate to file, record, register or deposit this Assignment or notice hereof.

SECTION 8. The Vendee shall cause copies of all notices received in connection with the Lease to be promptly delivered to the Assignee at its address set forth in Article 21 of the Conditional Sale Agreement, or at such other address as the Assignee shall designate in writing. The Assignee shall give immediate notice by telegram, promptly confirmed in writing, to the Vendee of any default by the Lessee described in clauses (A) and (B) of Section 11 of the Lease and of any other default by the Lessee described in such Section 11 of which the Assignee has actual knowledge.

SECTION 9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Lease or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Lease or this Assignment shall be filed, recorded, registered or deposited.

SECTION 10. The Assignee hereby agrees with the Vendee that the Assignee will not, so long as no event of default under the Conditional Sale Agreement or Event of Default under the Lease, or any event which with notice, demand or lapse of time could constitute an event of default under the Conditional Sale Agreement or an Event of Default under the Lease, has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of

the rights, powers, privileges, authorizations or benefits assigned and transferred by the Vendee to the Assignee by this Assignment, except the right to receive and apply the Payments as provided in Section 1 hereof, and that, subject to the terms of the Lease and the Conditional Sale Agreement, the Vendee may, so long as no event of default under the Conditional Sale Agreement or Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to exercise or enforce or avail itself of, such rights, powers, privileges, authorizations or benefits.

SECTION 11. Notwithstanding any other provision of this Assignment: (a) the terms of this Assignment shall not impose any obligations on the Vendee in addition to the obligations of the Vendee under the Lease or under the Conditional Sale Agreement or in any way limit the effect of the last paragraph of Article 4 of the Conditional Sale Agreement; (b) so long as there is no event of default under the Conditional Sale Agreement or an event which with notice, demand or lapse of time would constitute an event of default thereunder, and to the extent that the Vendee does not seek to receive and collect any Payments under the Lease in excess of the obligations of the Vendee under the Conditional Sale Agreement, the terms of this Assignment shall not limit or in any way affect the Vendee's right to receive and collect any Payments under the Lease in excess of the obligations of the Vendee under the Conditional Sale Agreement, or empower the Vendee in any way to waive or release the Lessee's obligation to pay such excess amounts, and the Vendee shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts and (c) each and all of the representations, undertakings and agreements herein made on the part of the Vendee are each and every one of them made and intended not as personal representations, undertakings and agreements by Mercantile-Safe Deposit and Trust Company, or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement referred to in the first paragraph hereof and this Assignment is executed and delivered by the said bank solely in the exercise of the powers expressly conferred upon said bank as trustee under said Trust Agreement, and it is agreed that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank, except for its wilful misconduct or gross negligence, or against any Beneficiary or on account of any representation, undertaking or agreement of the Vendee or any Beneficiary, either expressed or implied, all such liability, if any, being expressly waived and released by the Assignee and by all persons claiming by, through or under the Assignee; provided, however, that the Assignee or any person claiming by, through or under any of it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

SECTION 12. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of January 1, 1980 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Assignment to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee

By _____
Assistant Vice President

(CORPORATE SEAL)

Attest:

_____
Corporate Trust Officer

THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, as Agent

By John H. Brown
Vice President

(CORPORATE SEAL)

Attest:

Sue Shipman
Assistant Secretary

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On this 9th day of January, 1980, before me personally appeared John H. Brown, to me personally known, who, being by me duly sworn, said that he is a Vice President of The First National Bank and Trust Company of Oklahoma City, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth Ann Chaffin
Notary Public

(NOTARIAL SEAL)

My commission expires

Sept. 23, 1980

STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

On this 7th day of January, 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Shilow
Notary Public

(NOTARIAL SEAL)

My commission expires

7-1-82

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Assignment of Lease and Agreement is hereby acknowledged as of January 1, 1980.

OKLAHOMA GAS AND ELECTRIC COMPANY

By _____
Vice President