

Oklahoma Gas and Electric Company

321 N. Harvey Avenue
Oklahoma City, Oklahoma 73102

0100144049
18.00

March 16, 1994

Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue N.W.
Washington, D.C. 20423

RECORDATION NO. 17824-18
FILED 1425
MAR 16 1994 -1 50 PM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
MAR 16 1 15 PM '94
LEASING BRANCH

Re: Documents for Recordation

Dear Secretary:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are one executed original and one certified copy of Unit Leasing Record No. 4 dated November 13, 1992 between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee") (the "Unit Leasing Record"). The Unit Leasing Record is a secondary document as defined in the Rules and Regulations.

The Unit Leasing Record relates to a Lease Agreement, a primary document, dated as of June 25, 1992 between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee"), which was filed with the Interstate Commerce Commission ("ICC") on June 24, 1992 under Recordation No. 17824.

The names and addresses of the parties to the enclosed Unit Leasing Record are:

Lessor: Red Bud Funding, Limited Partnership
c/o ML Leasing Equipment Corp.
World Financial Center
250 Vesey Street
New York, NY 10281-1327

Lessee: Oklahoma Gas and Electric Company
321 N. Harvey Avenue
Oklahoma City, OK 73102

A description of the railroad equipment leased under the Unit Leasing Record is as follows:

Jay T. Ayler GCD
[Signature]

Secretary
Interstate Commerce Commission
March 16, 1994
Page 2

One hundred thirty-six (136) 120-ton gondola cars with aluminum bodies, approximately 4,700 cu. ft. capacity bearing identification marks and numbers OGEX 2337 through OGEX 2472, A.A.R. car type J311.

Also enclosed is a certified check in the amount of \$18.00 to cover the required recordation fee.

Please file stamp the original and the copy of the Unit Leasing Record and the extra copy of this transmittal letter furnished herewith and return the extra copy of this letter and the original copy of the Unit Leasing Record to the bearer of this letter.

A short summary of the document to appear in the Index maintained by the Interstate Commerce Commission follows:

Unit Leasing Record No. 4 dated November 13, 1992 to the Lease Agreement, dated as of June 25, 1992, between Red Bud Funding, Limited Partnership, c/o ML Leasing Equipment Corp., World Financial Center, 250 Vesey Street, New York, NY 10281-1327, as lessor, and Oklahoma Gas and Electric Company, 321 N. Harvey Avenue, Oklahoma City, OK 73102, as lessee, covering a total of 136 120-ton gondola cars bearing identification marks and numbers OGEX 2337 through OGEX 2472, A.A.R. car type J311.

OKLAHOMA GAS AND ELECTRIC COMPANY

By: 
A. M. Strecker
Vice President and Treasurer

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/ 16/94

OFFICE OF THE SECRETARY

A.M. Strecker

Vice President & Treasurer

Oklahoma Gas & Electric Company

321 N. Harvey Avenue

Oklahoma City, Okla. 73102

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 3/16/93 at 1:50pm, and assigned
recordation number(s). 17824-B & 17824-C

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SUPPLEMENT

RECORDATION NO. 17824-B FILED 1425

MAR 16 1994 -1 50 PM

INTERSTATE COMMERCE COMMISSION

This Supplement to the Lease Agreement dated as of June 25, 1992 between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee") (the "Lease"), which was filed with the Interstate Commerce Commission ("ICC") on June 24, 1992 under Recordation No. 17824 consists of:

Unit Leasing Record No. 4 dated November 13, 1992 between Red Bud Funding, Limited Partnership, as lessor (the "Lessor"), and Oklahoma Gas and Electric Company, as lessee (the "Lessee") (the "Unit Leasing Record").

UNIT LEASING RECORD to the Lease Agreement, dated as of June 25, 1992, between Red Bud Funding, Limited Partnership, as lessor, and Oklahoma Gas and Electric Company, as lessee (the "Lease Agreement").

Lessor: Red Bud Funding,
Limited Partnership.
Lessee: Oklahoma Gas And
Electric Company

A. ULR No.: 4
Effective Date of this Unit
Leasing Record ("ULR") November 13, 1992

B. PLEASE COMPLETE THE FOLLOWING STATEMENTS, IF APPLICABLE:

1. This ULR relates to Johnstown America Corporation Freight Car Division Invoice 1000-1387, dated November 13, 1992.

PROPERTY OR EQUIPMENT DESCRIPTION AND RENTAL INFORMATION

C. Type of Property or Equipment.

Railcars.

D. Specific Description.

See Schedule A attached.

E. Location of Property
or Equipment.

Not Applicable.

F. Basic Cost	Additional Charges	Acquisition Cost
\$6,362,789.92	+ \$31,813.95	= \$6,394,603.87

G. If the Effective Date of this ULR is after the first day of the month and prior to the Lease Rate Date in such month, the partial first month's Basic Rent for the Property or Equipment placed under lease by this ULR will be paid from the date of this ULR until the end of the month on the Basic Rent Payment Date in such month. If the Effective Date of this ULR falls on or after the Lease Rate Date, the partial first month's Basic Rent will be paid from the date of this ULR until the end of the month on the next succeeding Basic Rent Payment Date.

H. The Initial Term, Extended Term and Renewal Term for the Property or Equipment placed under lease pursuant to this ULR will be in accordance with Exhibit A to the Lease Agreement.

I. The Basic Rent is as defined in the Lease Agreement. The Monthly Rent Component will be in accordance with [Schedule B hereto] [the definition set forth in the Lease Agreement].

J. The Property or Equipment will be fully amortized as of the last day of the Lease Term on November 13, 2032.

K. The Basic Rent for the Renewal Term (after the Property or Equipment is fully amortized) equals fair market rental value.

L. Termination of the lease of the Property or Equipment leased pursuant to this ULR will be in accordance with the Lease Agreement.

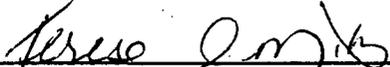
M. ACKNOWLEDGMENT AND EXECUTION

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of the Property or Equipment described on this ULR. The Lessee agrees to pay the Basic Rent, Additional Rent and additional payments set forth in the Lease Agreement. The covenants, terms and conditions of this lease are those appearing in the Lease Agreement, as it may from time to time be amended, which covenants, terms and conditions are hereby incorporated by reference. The terms used herein have the meaning assigned to them in the Lease Agreement.

N. Oklahoma Gas and Electric Company,
Lessee

Red Bud Funding, Limited Partnership,
Lessor

O. By 
Authorized Signature

By 
Authorized Signature

**RED BUD FUNDING
UNIT LEASING RECORD**

<u>ULR NUMBER</u>	<u>ACQ COST</u>	<u>LEASE TERM</u>
9211OGEX2337	\$47,019.15	480
9211OGEX2338	\$47,019.15	480
9211OGEX2339	\$47,019.15	480
9211OGEX2340	\$47,019.15	480
9211OGEX2341	\$47,019.15	480
9211OGEX2342	\$47,019.15	480
9211OGEX2343	\$47,019.15	480
9211OGEX2344	\$47,019.15	480
9211OGEX2345	\$47,019.15	480
9211OGEX2346	\$47,019.15	480
9211OGEX2347	\$47,019.15	480
9211OGEX2348	\$47,019.15	480
9211OGEX2349	\$47,019.15	480
9211OGEX2350	\$47,019.15	480
9211OGEX2351	\$47,019.15	480
9211OGEX2352	\$47,019.15	480
9211OGEX2353	\$47,019.15	480
9211OGEX2354	\$47,019.15	480
9211OGEX2355	\$47,019.15	480
9211OGEX2356	\$47,019.15	480
9211OGEX2357	\$47,019.15	480
9211OGEX2358	\$47,019.15	480
9211OGEX2359	\$47,019.15	480
9211OGEX2360	\$47,019.15	480
9211OGEX2361	\$47,019.15	480
9211OGEX2362	\$47,019.15	480
9211OGEX2363	\$47,019.15	480
9211OGEX2364	\$47,019.15	480
9211OGEX2365	\$47,019.15	480
9211OGEX2366	\$47,019.15	480
9211OGEX2367	\$47,019.15	480

9211OGEX2368	\$47,019.15	480
9211OGEX2369	\$47,019.15	480
9211OGEX2370	\$47,019.15	480
9211OGEX2371	\$47,019.15	480
9211OGEX2372	\$47,019.15	480
9211OGEX2373	\$47,019.15	480
9211OGEX2374	\$47,019.15	480
9211OGEX2375	\$47,019.15	480
9211OGEX2376	\$47,019.15	480
9211OGEX2377	\$47,019.15	480
9211OGEX2378	\$47,019.15	480
9211OGEX2379	\$47,019.15	480
9211OGEX2380	\$47,019.15	480
9211OGEX2381	\$47,019.15	480
9211OGEX2382	\$47,019.15	480
9211OGEX2383	\$47,019.15	480
9211OGEX2384	\$47,019.15	480
9211OGEX2385	\$47,019.15	480
9211OGEX2386	\$47,019.15	480
9211OGEX2387	\$47,019.15	480
9211OGEX2388	\$47,019.15	480
9211OGEX2389	\$47,019.15	480
9211OGEX2390	\$47,019.15	480
9211OGEX2391	\$47,019.15	480
9211OGEX2392	\$47,019.15	480
9211OGEX2393	\$47,019.15	480
9211OGEX2394	\$47,019.15	480
9211OGEX2395	\$47,019.15	480
9211OGEX2396	\$47,019.15	480
9211OGEX2397	\$47,019.15	480
9211OGEX2398	\$47,019.15	480
9211OGEX2399	\$47,019.15	480
9211OGEX2400	\$47,019.15	480
9211OGEX2401	\$47,019.15	480
9211OGEX2402	\$47,019.15	480
9211OGEX2403	\$47,019.15	480
9211OGEX2404	\$47,019.15	480
9211OGEX2405	\$47,019.15	480
9211OGEX2406	\$47,019.15	480
9211OGEX2407	\$47,019.15	480
9211OGEX2408	\$47,019.15	480
9211OGEX2409	\$47,019.15	480
9211OGEX2410	\$47,019.15	480
9211OGEX2411	\$47,019.15	480
9211OGEX2412	\$47,019.15	480

SCHEDULE A - RED BUD FUNDING

9211OGEX2413	\$47,019.15	480
9211OGEX2414	\$47,019.15	480
9211OGEX2415	\$47,019.15	480
9211OGEX2416	\$47,019.15	480
9211OGEX2417	\$47,019.15	480
9211OGEX2418	\$47,019.15	480
9211OGEX2419	\$47,019.15	480
9211OGEX2420	\$47,019.15	480
9211OGEX2421	\$47,019.15	480
9211OGEX2422	\$47,019.15	480
9211OGEX2423	\$47,019.15	480
9211OGEX2424	\$47,019.15	480
9211OGEX2425	\$47,019.15	480
9211OGEX2426	\$47,019.15	480
9211OGEX2427	\$47,019.15	480
9211OGEX2428	\$47,019.15	480
9211OGEX2429	\$47,019.15	480
9211OGEX2430	\$47,019.15	480
9211OGEX2431	\$47,019.15	480
9211OGEX2432	\$47,019.15	480
9211OGEX2433	\$47,019.15	480
9211OGEX2434	\$47,019.15	480
9211OGEX2435	\$47,019.15	480
9211OGEX2436	\$47,019.15	480
9211OGEX2437	\$47,019.15	480
9211OGEX2438	\$47,019.15	480
9211OGEX2439	\$47,019.15	480
9211OGEX2440	\$47,019.15	480
9211OGEX2441	\$47,019.15	480
9211OGEX2442	\$47,019.15	480
9211OGEX2443	\$47,019.15	480
9211OGEX2444	\$47,019.15	480
9211OGEX2445	\$47,019.15	480
9211OGEX2446	\$47,019.15	480
9211OGEX2447	\$47,019.15	480
9211OGEX2448	\$47,019.15	480
9211OGEX2449	\$47,019.15	480
9211OGEX2450	\$47,019.15	480
9211OGEX2451	\$47,019.15	480
9211OGEX2452	\$47,019.15	480
9211OGEX2453	\$47,019.15	480
9211OGEX2454	\$47,019.15	480
9211OGEX2455	\$47,019.15	480
9211OGEX2456	\$47,019.15	480
9211OGEX2457	\$47,019.15	480

SCHEDULE A - RED BUD FUNDING

9211OGEX2458	\$47,019.15	480
9211OGEX2459	\$47,019.15	480
9211OGEX2460	\$47,019.15	480
9211OGEX2461	\$47,019.15	480
9211OGEX2462	\$47,019.15	480
9211OGEX2463	\$47,019.15	480
9211OGEX2464	\$47,019.15	480
9211OGEX2465	\$47,019.15	480
9211OGEX2466	\$47,019.15	480
9211OGEX2467	\$47,019.15	480
9211OGEX2468	\$47,019.15	480
9211OGEX2469	\$47,019.15	480
9211OGEX2470	\$47,019.15	480
9211OGEX2471	\$47,018.90	480
9211OGEX2472	<u>\$47,018.87</u>	480

TOTAL \$6,394,603.87

SCHEDULE A - RED BUD FUNDING

CERTIFICATE

I, A. M. Strecker, certify that I am the Vice President and Treasurer of Oklahoma Gas and Electric Company, that I have compared the attached copy of Unit Leasing Record No. 4 to the Lease Agreement dated as of June 25, 1992 between Red Bud Funding, Limited Partnership, as lessor, and Oklahoma Gas and Electric Company, as lessee, with the original thereof and found the copy to be complete and identical in all respects to the original document and that I declare under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of March, 1994.



A. M. Strecker
Vice President and Treasurer
Oklahoma Gas and Electric Company

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Mar 16 1 43 PM '94

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SECRETARY