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RECORDATION NO. 20177-A PH  
MAR 27 '01 3-07 PM  
lgitomer@bjllp.com  
SURFACE TRANSPORTATION BOARD

March 27, 2001

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Termination of Lease, a secondary document, dated as of March 27, 2001. The primary document to which this is connected is recorded under Recordation No. 20177. We request that one copy of this document be recorded under Recordation No. 20177-A.

The names and addresses of the parties to the Termination of Lease are:

Lessor:

Deutsche Bank AG, New York Branch  
31 West 52<sup>nd</sup> Street  
New York, NY 10019

Lessee:

Oklahoma Gas and Electric Company  
101 North Robinson Street  
Oklahoma City, OK 73102

A description of the equipment covered by the Termination of Lease consists of all of the railroad equipment described in the Memorandum of Lease.

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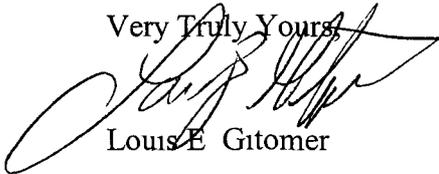
Honorable Vernon A. Williams  
March 27, 2001  
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A fee of \$ 28.00 is enclosed. Please return one original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: an Termination of Lease between Deutsche Bank AG, New York Branch, 31 West 52<sup>nd</sup> Street, New York, NY 10019, Oklahoma Gas and Electric Company, 101 North Robinson Street, Oklahoma City, OK 73102, covering all of the railroad equipment described in the Memorandum of Lease.

Very Truly Yours,



Louis E. Gitomer

Enclosures

TERMINATION OF LEASE

THIS TERMINATION OF LEASE is made as of March 27, 2001 by Deutsche Bank AG, New York Branch, a duly licensed branch of Deutsche Bank AG ("Deutsche Bank"), as agent/lessor, and Oklahoma Gas and Electric Company ("OGE"), as lessee.

WITNESSETH:

WHEREAS, Deutsche Bank and OGE are parties to that certain Memorandum of Lease dated as of July 11, 1996 (the "Memorandum of Lease"), which was recorded with the Surface Transportation Board (the "Board") on July 11, 1996 under Recordation Number 20177;

WHEREAS, Deutsche Bank and OGE are parties to that certain the Lease Agreement dated as of July 11, 1996 (the "Lease") among OGE, as Lessee, Deutsche Bank, as Lessor and as Administrative Agent for the Lessors, and Deutsche Banc Alex. Brown Inc. (formerly known as Deutsche Morgan Grenfell/C.J. Lawrence, Inc.), as Arranger;

WHEREAS, OGE releases all claims under the Lease and Memorandum of Lease against Deutsche Bank and the Lessors;

WHEREAS, All and singular terms and conditions of said Lease and Memorandum of Lease to be by OGE done, carried out, complied with, and performed, have been duly done, carried out, complied with and performed, Deutsche Bank as Lessor and Agent, hereby releases all of the railroad equipment described in the Lease and Memorandum of Lease from any and all liens and encumbrances created or retained in or by the Lease and Memorandum of Lease; and

WHEREAS, the duties and obligations of the parties to the Lease and Memorandum of Lease have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Memorandum of Lease in the files of the Board: (1) Deutsche Bank and OGE hereby terminate and cancel the Lease and the Memorandum of Lease, (2) Deutsche Bank as Lessor and Agent, hereby releases all of the railroad equipment described in the Lease and Memorandum of Lease from any and all liens and encumbrances created or retained in or by the Lease and Memorandum of Lease, and (3) OGE releases all claims under the Lease and Memorandum of Lease against Deutsche Bank and the Lessors, all as of the date herein first written above; provided that this termination does not apply to provisions of the Lease the Memorandum of Lease stated to survive such termination.

This Termination of Lease may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.



