FORM 10-K

Annual report pursuant to section 13 and 15(d)

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FILER

OGLETHORPE POWER CORP

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549

FORM 10-K

(MARK ONE)
/x/ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 1998
/ /
OR
TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NO. 33-7591

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)
(Exact name of registrant as specified in its charter)

GEORGIA	58-1211925
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)
POST OFFICE BOX 1349 2100 EAST EXCHANGE PLACE TUCKER, GEORGIA	30085-1349
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (770) 270-7600

Securities registered pursuant to Section 12(b) of the Act: NONE

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES X NO
------ ------

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

State the aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant. NONE

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date. THE REGISTRANT IS A MEMBERSHIP CORPORATION AND HAS NO AUTHORIZED OR OUTSTANDING EQUITY SECURITIES.

Documents Incorporated by Reference: NONE

OGLETHORPE POWER CORPORATION
1998 FORM 10-K ANNUAL REPORT
TABLE OF CONTENTS

<TABLE>

<CAPTION>

</TABLE>

SELECTED DEFINITIONS

When used herein the following terms will have the meanings indicated below:

<TABLE>
<CAPTION>

TERM	MEANING
<S>	<C>
ADSCR	Annual Debt Service Coverage Ratio
AFUDC	Allowance For Funds Used During Construction
CFC	National Rural Utilities Cooperative Finance Corporation
DSC	Debt Service Coverage Ratio
EMC	Electric Membership Corporation
EPI	Entergy Power, Inc.
FERC	Federal Energy Regulatory Commission
FFB	Federal Financing Bank
GPC	Georgia Power Company
GPSC	Georgia Public Service Commission
GSOC	Georgia System Operations Corporation
GTC	Georgia Transmission Corporation (An Electric Membership Corporation)
ITS	Integrated Transmission System
kWh	Kilowatt-hours
LEM	LG&E Energy Marketing Inc.
MEAG	Municipal Electric Authority of Georgia

MFI	Margins for Interest
MW	Megawatts
MWh	Megawatt-hours
NRC	Nuclear Regulatory Commission
PCBs	Pollution Control Revenue Bonds
PCR	Percentage Capacity Responsibility
PPA	Prior Period Adjustment
PURPA	Public Utility Regulatory Policies Act
RUS	Rural Utilities Service
SEPA	Southeastern Power Administration
SONOPCO	Southern Nuclear Operating Company
TIER	Times Interest Earned Ratio
TVA	Tennessee Valley Authority

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PART I

ITEM 1. BUSINESS

OGLETHORPE POWER CORPORATION

GENERAL

Oglethorpe Power Corporation (An Electric Membership Corporation) ("Oglethorpe") is a Georgia electric membership corporation incorporated in 1974 and headquartered in metropolitan Atlanta. Oglethorpe is owned by 39 retail electric distribution cooperative members (the "Members"), who, in turn, are owned by their retail consumers. Oglethorpe is the largest electric cooperative in the United States in terms of operating revenues, assets, kilowatt-hour ("kWh") sales and, through the Members, consumers served. Oglethorpe has approximately 125 employees.

As with cooperatives generally, Oglethorpe operates on a not-for-profit basis. Oglethorpe's principal business is providing wholesale electric power to the Members. (See "Power Supply Business" herein.) The Members are local consumer-owned distribution cooperatives providing retail electric service on a not-for-profit basis. In general, the customer base of the Members consists of residential, commercial and industrial consumers within specific geographic areas. The Members serve approximately 1.3 million electric consumers (meters) representing approximately 2.9 million people. For information on the Members, see "THE MEMBERS."

Oglethorpe's mailing address is 2100 East Exchange Place, Post Office Box 1349, Tucker, Georgia 30085-1349, and its telephone number is (770) 270-7600.

COOPERATIVE PRINCIPLES

Cooperatives like Oglethorpe are business organizations owned by their members, which are also either their wholesale or retail customers. As not-for-profit organizations, cooperatives are intended to provide services to their members at the lowest possible cost, in part by eliminating the need to produce profits or a return on equity. Cooperatives may make sales to non-members, the effect of which is generally to reduce costs to members. Today, cooperatives operate throughout the United States in such diverse areas as utilities, agriculture, irrigation, insurance and credit.

All cooperatives are based on similar business principles and legal foundations. Generally, an electric cooperative designs its rates to recover its cost-of-service and plans to collect a reasonable amount of revenues in excess of expenses (i.e., margins) to increase its patronage capital, which is the equity component of its capitalization. Any such margins, which are considered capital contributions (i.e., equity) from the members, are held for the accounts of the members and returned to them when the board of directors of the cooperative deems it prudent to do so. The timing and amount of any actual return of capital to the members depends on the financial goals of the cooperative and the cooperative's loan and security agreements.

CORPORATE RESTRUCTURING

Oglethorpe and the Members completed a corporate restructuring (the "Corporate Restructuring") in 1997, in which Oglethorpe was divided into three separate operating companies. Oglethorpe's transmission business was sold to and is now owned and operated by Georgia Transmission Corporation (An Electric Membership Corporation) ("GTC"), a Georgia electric membership corporation formed for that purpose. Oglethorpe's system operations business was sold to and is now owned and operated by Georgia System Operations Corporation ("GSOC"), a Georgia nonprofit corporation formed for that purpose. Oglethorpe continues to operate its power supply business. Oglethorpe retained all of its owned and

leased generation assets and, as of December 31, 1998, had total assets of approximately $4.5 billion and total long-term debt and capital lease obligations of approximately $3.5 billion. (See "Power Supply Business,"

"Relationship with GTC," and "Relationship with GSOC" herein and "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES.")

POWER SUPPLY BUSINESS

Oglethorpe provides wholesale electric service to the 39 Members pursuant to long-term, take-or-pay Wholesale Power Contracts described herein that obligate the Members on a joint and several basis to pay rates sufficient to pay all the costs of owning and operating Oglethorpe's power supply business. (See "Wholesale Power Contracts" herein.) Oglethorpe supplies capacity and energy to the Members from a combination of owned and leased generating plants and power purchased under long-term contracts with other power suppliers and power marketers. GTC provides transmission services to the Members for delivery of the Members' power purchases.

Oglethorpe owns or leases undivided interests in thirteen generating units. These units provide Oglethorpe with a total of 3,335 megawatts ("MW") of nameplate capacity, consisting of 1,500.6 MW of coal-fired capacity, 1,185 MW of nuclear-fueled capacity, 632.5 MW of pumped storage hydroelectric capacity, 14.8 MW of oil-fired combustion turbine capacity and 2.1 MW of conventional hydroelectric capacity. Oglethorpe's generating units consist of 30% undivided interests in the Edwin I. Hatch Plant ("Plant Hatch"), the Alvin W. Vogtle Plant ("Plant Vogtle") and the Hal B. Wansley Plant ("Plant Wansley"), a 60% undivided interest in the Robert W. Scherer Unit No. 1 ("Scherer Unit No. 1"), a 60% undivided interest in the Robert W. Scherer Unit No. 2 ("Scherer Unit No. 2"), a 100% interest in the Tallassee Project at the Walter W. Harrison Dam ("Tallassee") and a 74.61% undivided interest in the Rocky Mountain Pumped Storage Hydroelectric Facility ("Rocky Mountain"). Plant Hatch consists of two nuclear-fueled units, with nameplate ratings of 810 MW and 820 MW, respectively. Plant Vogtle consists of two nuclear-fueled units, each with a nameplate rating of 1,160 MW. Plant Wansley consists of two coal-fired units, each with a nameplate rating of 865 MW. Plant Wansley also includes a 49.2 MW oil-fired combustion turbine. Plant Scherer consists of four coal-fired units, each with a nameplate rating of 818 MW, with Oglethorpe having an interest only in Scherer Unit No. 1 and Scherer Unit No. 2. Tallassee is a conventional hydroelectric facility with a nameplate rating of 2.1 MW. Rocky Mountain is a three-unit pumped storage hydroelectric facility with a nameplate rating of 847.8 MW. (See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--General" and "GENERATING FACILITIES--General" in Item 2.)

Participants in Plants Hatch, Vogtle and Wansley and Scherer Units No. 1 and No. 2 also include the Municipal Electric Authority of Georgia ("MEAG"), the City of Dalton ("Dalton") and Georgia Power Company ("GPC"). GPC serves as operating agent for these units. GPC is also a participant in Rocky Mountain which is operated by Oglethorpe.

Oglethorpe utilizes long-term power marketer arrangements to reduce the cost of power to the Members. Oglethorpe has entered into power marketer agreements with LG&E Energy Marketing Inc. ("LEM") effective January 1, 1997, for approximately 50% of the load requirements of the Members and with Morgan Stanley Capital Group Inc. ("Morgan Stanley") effective May 1, 1997, with respect to 50% of the forecasted load requirements of the Members. The LEM agreements are based on the actual requirements of the Members during the contract term, whereas the Morgan Stanley agreement represents a fixed supply obligation. Under these power marketer agreements, Oglethorpe purchases energy at fixed prices covering a portion of the costs of energy to its Members. LEM and Morgan Stanley, in turn, have certain rights to market excess energy from the Oglethorpe system. All of Oglethorpe's existing generating facilities and power purchase arrangements are available for use by LEM and Morgan Stanley for the term of the respective agreements. Oglethorpe continues to be responsible for all the costs of its system resources but receives revenue from LEM and Morgan Stanley for the use of the resources. (See

"MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--General" and "--Power Marketer Arrangements" and Item 3 "LEGAL PROCEEDINGS".)

Oglethorpe purchases a total of approximately 1,000 MW of power pursuant to

power purchase agreements with GPC, Big Rivers Electric Corporation ("Big Rivers"), Entergy Power, Inc. ("EPI"), and Hartwell Energy Limited Partnership ("Hartwell"). (See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Purchase and Sale Arrangements" and "--Future Power Resources.")

WHOLESALE POWER CONTRACTS

In connection with the Corporate Restructuring, Oglethorpe and each of the Members entered into substantially similar Amended and Restated Wholesale Power Contracts, dated August 1, 1996 (the "Wholesale Power Contracts"), each of which extends through December 31, 2025. Each Wholesale Power Contract permits a Member to take future incremental power requirements either from Oglethorpe or other sources. (See "THE MEMBERS--Other Power Purchases.") Under its Wholesale Power Contract, a Member is unconditionally obligated on an express "take-or-pay" basis for a fixed allocation of Oglethorpe's costs for its existing generation and purchased power resources, as well as the costs with respect to any future resources in which such Member elects to participate. Each Wholesale Power Contract specifically provides that the Member must make payments whether or not power is delivered and whether or not a plant has been sold or is otherwise unavailable. Oglethorpe is obligated to use its reasonable best efforts to operate, maintain and manage its resources in accordance with prudent utility practices.

Under the Wholesale Power Contracts, Oglethorpe provides joint planning and resource management services. A Member may separately elect not to have Oglethorpe provide joint power supply planning, resource procurement or bulk power marketing services. Currently, all Members are participating in all joint planning and resource management services. The Contracts also provide for the establishment of a "pool" to operate Oglethorpe and Member resources in a single system dispatch.

Each Member's cost responsibility under its Wholesale Power Contract is based on agreed-upon fixed percentage capacity responsibilities ("PCRs"). PCRs have been assigned for all of Oglethorpe's existing generation and purchased power resources. PCRs for any future resource will be assigned only to Members choosing to participate in that resource. The Wholesale Power Contracts provide that each Member will be jointly and severally responsible for all costs and expenses of all existing generation and purchased power resources, as well as for any future resources (whether or not such Member has elected to participate in such future resource) that are approved by 75% of Oglethorpe's Board of Directors and 75% of the Members. For resources so approved in which less than all Members participate, costs are shared first among the participating Members, and if all participating Members default, each non-participating Member is expressly obligated to pay a proportionate share of such default.

The Wholesale Power Contracts contain covenants by each Member (i) to establish, maintain and collect rates and charges for the service of its electric system, and (ii) to conduct its business in a manner which will produce revenues and receipts at least sufficient to enable the Member to pay to Oglethorpe, when due, all amounts payable by the Member under its Wholesale Power Contract and to pay any and all other amounts payable from, or which might constitute a charge or a lien upon, the revenues and receipts derived from its electric system, including all operation and maintenance expenses and the principal of, premium, if any, and interest on all indebtedness related to the Member's electric system.

See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES" for a description of the Members' demand and energy requirements and the related power supply resources. See also "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Marketer Arrangements--RELATED

AGREEMENTS" regarding supplemental agreements to the Wholesale Power Contracts relating to the power marketer agreements.

ELECTRIC RATES

Each Member is required to pay Oglethorpe for capacity and energy furnished under its Wholesale Power Contract in accordance with rates established by Oglethorpe. Oglethorpe reviews its rates at such intervals as it deems appropriate but is required to do so at least once every year. Oglethorpe is required to revise its rates as necessary so that the revenues derived from such rates, together with its revenues from all other sources, will be sufficient, but only sufficient to pay all costs of its system, including operating and maintenance costs, the cost of purchased power, the cost of transmission services, and principal and interest on all indebtedness (including capital lease obligations) of Oglethorpe, all costs associated with decommissioning or otherwise retiring any generating facility, to provide for the establishment and

maintenance of reasonable reserves, and to enable Oglethorpe to comply with all financial requirements under the Indenture, dated as of March 1, 1997, from Oglethorpe to SunTrust Bank, Atlanta ("SunTrust"), as trustee (as supplemented, the "Mortgage Indenture").

Under the Mortgage Indenture, Oglethorpe is required, subject to any necessary regulatory approval, to establish and collect rates which are reasonably expected, together with other revenues of Oglethorpe, to yield an MFI Ratio described herein for each fiscal year equal to at least 1.10. Margins for Interest ("MFI") is defined in the Mortgage Indenture to be the sum of net margins of Oglethorpe (which includes revenues of Oglethorpe subject to refund at a later date but excludes provisions for (i) non-recurring charges to income, including the non-recoverability of assets or expenses, except to the extent Oglethorpe determines to recover such charges in rates, and (ii) refunds of revenues collected or accrued subject to refund) plus interest charges, whether capitalized or expensed, on all indebtedness secured under the Mortgage Indenture or by a lien equal or prior to the lien of the Mortgage Indenture, including amortization of debt discount or premium on issuance, but excluding interest charges on indebtedness assumed by GTC ("Interest Charges"), plus any amount included in net margins for accruals for federal or state income taxes imposed on income after deduction of interest expense. MFI takes into account any item of net margin, loss, gain or expenditure of any affiliate or subsidiary of Oglethorpe only if Oglethorpe has received such net margins or gains as a dividend or other distribution from such affiliate or subsidiary or if Oglethorpe has made a payment with respect to such losses or expenditures. "MFI Ratio" is the ratio of MFI to total Interest Charges for a given period. (See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS--General--RATES AND REGULATION" in Item 7.)

The formulary rate established by Oglethorpe in the rate schedule to the Wholesale Power Contracts employs a rate methodology under which all categories of costs are specifically separated as components of the formula to determine Oglethorpe's revenue requirements. The rate schedule also implements the responsibility for fixed costs assigned to each Member (i.e., the PCR). The monthly charges for capacity and other non-energy charges are based on Oglethorpe's annual budget. Such capacity and other non-energy charges may be adjusted by the Board of Directors, if necessary, during the year through an adjustment to the annual budget. Energy charges reflect the pass-through of actual energy costs whether incurred from generation or purchased power resources or under the power marketing arrangements.

The rate schedule formula also includes a prior period adjustment ("PPA") mechanism designed to ensure that Oglethorpe achieves the minimum 1.10 MFI Ratio. Amounts, if any, by which Oglethorpe fails to achieve a minimum 1.10 MFI Ratio would be accrued as of December 31 of the applicable year and collected from the Members during the period April through December of the following year. Amounts within a range from a 1.10 MFI Ratio to a 1.20 MFI Ratio are retained as margins. Amounts, if any, by which Oglethorpe exceeds the maximum 1.20 MFI Ratio would be charged against revenues as of

December 31 of the applicable year and refunded to the Members during the period April through December of the following year. The rate schedule formula is intended to provide for the collection of revenues which, together with revenues from all other sources, are equal to all costs and expenses recorded by Oglethorpe, plus amounts necessary to achieve at least the minimum 1.10 MFI Ratio.

Under the Mortgage Indenture and related loan contract with the Rural Utilities Service ("RUS"), adjustments to Oglethorpe's rates to reflect changes in Oglethorpe's budgets are not subject to RUS approval, except for any reduction in rates in a fiscal year following a fiscal year in which Oglethorpe has failed to meet the minimum 1.10 MFI Ratio set forth in the Mortgage Indenture. Changes to the rate schedule under the Wholesale Power Contracts are subject to RUS approval. Oglethorpe's rates are not subject to the approval of any other federal or state agency or authority, including the Georgia Public Service Commission (the "GPSC").

RELATIONSHIP WITH GTC

Oglethorpe and the 39 Members are members of GTC. GTC provides transmission services to the Members for delivery of the Members' power purchases from Oglethorpe, Southeastern Power Administration ("SEPA") and any other power suppliers. GTC also provides transmission services to Oglethorpe and third parties. Oglethorpe has entered into a transmission agreement with GTC to provide transmission services for third party transactions and for service to Oglethorpe's headquarters and the administration building at Rocky Mountain.

GTC and the Members have entered into Member Transmission Service Agreements (the "Member Transmission Agreements") under which GTC provides transmission service to the Members pursuant to a transmission tariff. The Member Transmission Agreements have a minimum term for network service for current load until December 31, 2025. After an initial ten-year term, load growth above 1995 requirements may, with notice to GTC, be served by others. The Member Transmission Agreements provide that if a Member elects to purchase a part of its network service elsewhere, it must pay appropriate stranded costs to protect the other Members from any rate increase that could otherwise occur. Under the Member Transmission Agreements, Members have the right to design, construct and own new distribution substations.

In connection with the Corporate Restructuring, GTC succeeded to Oglethorpe's rights in the Integrated Transmission System ("ITS"), which consists of transmission facilities owned by GTC, GPC, MEAG and Dalton. Through agreements, common access to the combined facilities that compose the ITS enables the owners to use their combined resources to make deliveries to or for their respective consumers, to provide transmission service to third parties and to make off-system purchases and sales. The ITS was established in order to obtain the benefits of a coordinated development of the parties' transmission facilities and to make it unnecessary for any party to construct duplicative facilities.

RELATIONSHIP WITH GSOC

Oglethorpe, the 39 Members and GTC are members of GSOC. GSOC operates the system control center and provides system operations services to the Members, Oglethorpe and GTC. GTC has contracted with GSOC to provide certain transmission system operation services including reliability monitoring, switching operations, and the real-time management of the transmission system.

RELATIONSHIP WITH ENERVISION

In connection with the Corporate Restructuring, Oglethorpe undertook to remove the costs of its marketing services business from its general rates and recover these costs on a fee-for-service basis. To do so, Oglethorpe created a wholly owned subsidiary, EnerVision, Inc., Tailored Energy Solutions ("EnerVision"), to which it transferred its marketing services business. On October 15, 1998, the senior associates of EnerVision purchased the company from Oglethorpe. EnerVision continues to serve the

Georgia electric cooperatives and also provides services to Oglethorpe and other clients. The sale of EnerVision did not have a material effect on Oglethorpe's financial condition or results of operations.

RELATIONSHIP WITH INTELLISOURCE

In conjunction with the Corporate Restructuring and as a part of its continuing efforts to reduce costs, Oglethorpe implemented in 1997 a business alliance with Intellisource, Inc., a national provider of outsourcing services. Pursuant to an agreement with Intellisource, approximately 150 support services division employees of Oglethorpe in the areas of accounting, auditing, communications, human resources, facility management, purchasing, telecommunications and information technology became employees of Intellisource. Oglethorpe, GTC and GSOC are key customers of Intellisource and are being served by on-site employees of Intellisource.

RELATIONSHIP WITH GPC

Oglethorpe's relationship with GPC is a significant factor in several aspects of Oglethorpe's business. GPC is one of Oglethorpe's principal suppliers of purchased power, and Oglethorpe is one of GPC's largest customers. All of Oglethorpe's co-owned generating facilities, except Rocky Mountain, are operated by GPC on behalf of itself as a co-owner and as agent for the other co-owners. GPC and Oglethorpe, through the Members, are competitors in the State of Georgia for electric service to new customers that have a choice of supplier under the Georgia Territorial Electric Service Act, which was enacted in 1973 (the "Territorial Act"). For further information regarding the relationships and agreements with GPC, see "THE MEMBERS--Service Area and Competition," "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Purchase and Sale Arrangements--POWER PURCHASES FROM GPC," and "--Power Purchase and Sale Arrangements--OTHER POWER PURCHASES". Also see "GENERATING FACILITIES--Fuel Supply," "CO-OWNERS OF THE PLANTS AND THE PLANT AGREEMENTS--Co-Owners of the Plants--GEORGIA POWER COMPANY" and "--The Plant Agreements" in Item 2.

RELATIONSHIP WITH RUS

Historically, federal loan programs administered by RUS have provided the principal source of financing for electric cooperatives. Loans guaranteed by RUS and made by the Federal Financing Bank ("FFB") have been a major source of funding for Oglethorpe. However, in recent years, there have been legislative, administrative and budgetary initiatives intended to reduce or, in some cases, eliminate federal funding for electric cooperatives. In any event, Oglethorpe's management does not anticipate the need for loans guaranteed by RUS well into the future. (See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS--Financial Condition--CAPITAL REQUIREMENTS" and "--LIQUIDITY AND SOURCES OF CAPITAL" in Item 7.)

Oglethorpe entered into a loan contract with RUS in connection with the Mortgage Indenture. Under the loan contract, RUS has approval rights over certain significant actions and arrangements, including, without limitation, (i) significant additions to or dispositions of system assets, (ii) significant power purchase and sale contracts, (iii) changes to the Wholesale Power Contracts, including the rate schedule contained therein, (iv) changes to plant ownership and operating agreements and (v) in limited circumstances, issuance of additional secured debt. The extent of RUS's approval rights under the loan contract with Oglethorpe is substantially less than the supervision and control RUS has traditionally exercised over borrowers under its standard loan and security documentation. In addition, the Mortgage Indenture improves Oglethorpe's ability to borrow funds in the public capital markets relative to RUS's standard mortgage. The Mortgage Indenture constitutes a lien on substantially all of the owned tangible and certain intangible property of Oglethorpe.

See "THE MEMBERS--Members' Relationship with RUS" for a discussion of the impact of changes in the RUS lending program on the Members.

THE MEMBERS

SERVICE AREA AND COMPETITION

The Members are listed below and include 39 of the 42 electric distribution cooperatives in the State of Georgia.

<TABLE>

<S>	<C>	<C>
Altamaha EMC	Habersham EMC	Planters EMC
Amicalola EMC	Hart EMC	Rayle EMC
Canoochee EMC	Irwin EMC	Satilla Rural EMC
Carroll EMC	Jackson EMC	Sawnee EMC
Central Georgia EMC	Jefferson Energy Cooperative, an EMC	Slash Pine EMC
Coastal EMC	Lamar EMC	Snapping Shoals EMC
Cobb EMC	Little Ocmulgee EMC	Sumter EMC
Colquitt EMC	Middle Georgia EMC	Three Notch EMC
Coweta-Fayette EMC	Mitchell EMC	Tri-County EMC
Excelsior EMC	Ocmulgee EMC	Troup EMC
Flint EMC	Oconee EMC	Upson County EMC
Grady EMC	Okefenoke Rural EMC	Walton EMC
GreyStone Power Corporation, an EMC	Pataula EMC	Washington EMC

</TABLE>

The Members serve approximately 1.3 million electric consumers (meters) representing approximately 2.9 million people. The Members serve a region covering approximately 40,000 square miles, which is approximately 70% of the land area in the State of Georgia, encompassing 150 of the State's 159 counties. Sales by the Members in 1998 amounted to approximately 23 million megawatt-hours ("MWh"), with approximately 69% to residential consumers, 29% to commercial and industrial consumers and 2% to other consumers. The Members are the principal suppliers for the power needs of rural Georgia. While the Members do not serve any major cities, portions of their service territories are in close proximity to urban areas and are experiencing substantial growth due to the expansion of urban areas, including metropolitan Atlanta, into suburban areas and the growth of suburban areas into neighboring rural areas. The Members have experienced average annual compound growth rates from 1996 through 1998 of 5% in number of consumers, 8% in MWh sales and 7% in electric revenues.

The Territorial Act regulates the service rights of all retail electric

suppliers in the State of Georgia. Pursuant to the Territorial Act, the GPSC assigned substantially all areas in the State to specified retail suppliers. With limited exceptions, the Members have the exclusive right to provide retail electric service in their respective territories, which are predominately outside of the municipal limits existing at the time the Territorial Act was enacted in 1973. The chief exception to this rule of exclusivity is that electric suppliers may compete for most new retail loads of 900 kilowatts or greater. The GPSC may reassign territory only if it determines that an electric supplier has breached the tenets of public convenience and necessity. The GPSC may transfer service for specific premises only if: (i) the GPSC determines, after joint application of electric suppliers and proper notice and hearing, that the public convenience and necessity require a transfer of service from one electric supplier to another; or (ii) the GPSC finds, after proper notice and hearing, that an electric supplier's service to a premise is not adequate or dependable or that its rates, charges, service rules and regulations unreasonably discriminate in favor of or against the consumer utilizing such premises and the electric utility is unwilling or unable to comply with an order from GPSC regarding such service.

Since 1973, the Territorial Act has allowed limited competition among electric utilities in Georgia by allowing the owner of any new facility located outside of municipal limits and having a connected demand upon initial full operation of 900 kilowatts or greater to receive electric service from the retail supplier of its choice. The Members, with Oglethorpe's support, are actively engaged in competition with other retail electric suppliers for these new commercial and industrial loads. The number of commercial and industrial loads served by the Members continues to increase annually. While the competition for 900-kilowatt loads represents only limited competition in Georgia, this competition has given Oglethorpe and the Members the opportunity to develop resources and strategies to operate in an increasingly competitive market.

The electric utility industry in the United States is undergoing fundamental change and is becoming increasingly competitive. (See "CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY--General" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS--Miscellaneous--COMPETITION" in Item 7.)

From time to time, utilities are approached by other parties interested in purchasing their systems. Some of the Members have been approached in the past by third parties indicating an interest in purchasing their systems. The Wholesale Power Contracts provide that a Member may not dissolve, liquidate or otherwise wind up its affairs without Oglethorpe's approval. A Member may not consolidate or merge with any person or reorganize or change the form of its business organization from an electric membership corporation or sell, transfer, lease or otherwise dispose of all or substantially all of its assets to any person, whether in a single transaction or series of transactions, unless either: (i) the transaction is approved by Oglethorpe or (ii) other specified conditions are satisfied including, but not limited to, an assumption agreement by the transferee, satisfactory to Oglethorpe, containing an assumption by the transferee of the performance and observance of every covenant and condition of the Member under the Wholesale Power Contract, and certifications of accountants as to certain specified financial requirements of the transferee (taking into account the transfer).

COOPERATIVE STRUCTURE

The Members are cooperatives that operate their systems on a not-for-profit basis. Accumulated margins derived after payment of operating expenses and provision for depreciation constitute patronage capital of the consumers of the Members. Refunds of accumulated patronage capital to the individual consumers may be made from time to time subject to limitations contained in mortgages between the Members and RUS or loan documents with other lenders. The RUS mortgages generally prohibit such distributions unless, after any such distribution, the Member's total equity will equal at least 40% (30% in the case of Members, if any, that have the new form of RUS loan documents, discussed below) of its total assets, except that distributions may be made of up to 25% of the margins and patronage capital received by the Member in the preceding year (provided that equity is at least 20% in the case of Members, if any, that have the new form of RUS loan documents). (See "Members' Relationship with RUS" herein.)

Oglethorpe is a membership corporation, and the Members are not subsidiaries of Oglethorpe. Except with respect to the obligations of the Members under each Member's Wholesale Power Contract with Oglethorpe and Oglethorpe's rights under such contracts to receive payment for power and energy supplied, Oglethorpe has no legal interest in, or obligations in respect of, any

of the assets, liabilities, equity, revenues or margins of the Members. (See "OGLETHORPE POWER CORPORATION--Wholesale Power Contracts.") The revenues of the Members are not pledged as security to Oglethorpe but are the source from which moneys are derived by the Members to pay for power supplied by Oglethorpe under the Wholesale Power Contracts. Revenues of the Members are, however, pledged under their respective RUS mortgages or loan documents with other lenders.

RATE REGULATION OF MEMBERS

Through provisions in the loan documents securing loans to the Members, RUS exercises control and supervision over the rates for the sale of power of the Members that borrow from it. The RUS mortgages of such Members require them to design rates with a view to maintaining an average Times Interest Earned Ratio ("TIER") of not less than 1.50 and an average Debt Service Coverage Ratio ("DSC") of not less than 1.25 for the two highest out of every three successive years.

Although the setting of the rates of the Members is not subject to approval by any federal or state agency or authority other than RUS, the Territorial Act prohibits the Members from unreasonable discrimination in the setting of rates, charges, service rules or regulations and requires the Members to obtain GPSC approval of long-term borrowings.

Snapping Shoals EMC, Mitchell EMC, Troup EMC, Walton EMC, Cobb EMC and Flint EMC have prepaid their RUS indebtedness and are no longer RUS borrowers. Each of these Members now has a rate covenant with its current lender. Other Members may also pursue this option. To the extent that a Member who is not an RUS borrower engages in wholesale sales or transmission in interstate commerce, it would be subject to regulation by the Federal Energy Regulatory Commission ("FERC") under the Federal Power Act.

MEMBERS' RELATIONSHIP WITH RUS

Through provisions in the loan documents securing loans to the Members, RUS also exercises control and supervision over the Members that borrow from it in such areas as accounting, borrowings, construction and acquisition of facilities, and the purchase and sale of power.

Historically, federal loan programs providing direct loans from RUS to electric cooperatives have been a major source of funding for the Members. However, in recent years, there have been legislative, administrative and budgetary initiatives intended to reduce or, in some cases, eliminate federal funding for electric cooperatives. In addition, the RUS loan and guarantee programs have been characterized by the imposition of increasingly problematic terms and conditions and extended delays in access to necessary funding. RUS has adopted new standard forms of mortgages and loan contracts for distribution borrowers, the stated purpose of which is to update and modernize the loan and security documentation employed by RUS. Distribution borrowers are required to adopt these new forms as a condition to receiving new loans from RUS.

Recent changes and proposals for further changes have made the direct loan program administered by RUS more costly. The Rural Electrification Loan Restructuring Act of 1993 eliminated the long-standing 5% loan program and substituted a new program, the interest rates for which are based on rates being paid on municipal bonds with comparable maturities. Certain borrowers with either low consumer density or higher-than-average rates and lower-than-average consumer income are still eligible for special loans at 5%. The President's budget proposal for fiscal year 2000 includes a reduction under these loan programs, and replacement with a new program with interest rates based on Treasury rates. However, no legislation has yet been introduced to implement this proposed program. The future cost, availability and amount of RUS direct and guaranteed loans which may be available to the Members cannot be predicted.

MEMBERS' RELATIONSHIPS WITH GTC AND GSOC

For information about the Members' relationships with GTC and GSOC, see "OGLETHORPE POWER CORPORATION--Relationship with GTC" and "--Relationship with GSOC."

CONTRACTS WITH SEPA

In addition to energy received from Oglethorpe under the Wholesale Power Contracts, the Members purchase hydroelectric power under contracts with SEPA. In 1998, the aggregate SEPA allocation to the

Members was 523 MW plus associated energy, representing approximately 9% of total Member peak demand and approximately 5% of total Member energy requirements. New 20-year contracts between each of the Members and SEPA were effective as of October 1, 1996. The provisions of the new contracts are essentially the same as the prior contracts with a few exceptions. Each Member must schedule its energy allocation, and each Member has designated Oglethorpe to perform this function. Pursuant to a separate agreement, Oglethorpe will schedule, through GSOC, the Members' SEPA power deliveries. Further, each Member may be required, if certain conditions are met, to contribute funds for capital improvements for Corps of Engineers projects from which its allocation is derived in order to retain the allocation. GTC delivers the Members' SEPA purchases under its network tariff and contract with each Member. The amount of capacity and energy available from SEPA is not expected to increase in an amount sufficient to serve a material portion of the projected growth in the Members' requirements. (See "OGLETHORPE POWER CORPORATION--Wholesale Power Contracts" and "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Member Demand and Energy Requirements" and the table thereunder.)

During 1996, legislative proposals were made that would have resulted in the privatization of several of the federal power marketing administrations, in particular SEPA. Ultimately, no proposal for the privatization of the power marketing administrations was passed by Congress. The President's Budget for fiscal year 2000 does not include any proposals to privatize the federal power marketing administrations. The ultimate outcome of this issue in Congress cannot be predicted with certainty.

OTHER POWER PURCHASES

Under the Wholesale Power Contracts, a Member may choose to supply all or a portion of its future requirements with purchases from suppliers other than Oglethorpe. A new entity, Smarr EMC, was formed in 1998 by 36 of the Members to construct and own a 217 MW combustion turbine facility. Commercial operation of this facility is scheduled for June 1999. Construction and operation management services are currently being provided by Oglethorpe. Smarr EMC, or similar entities, may also construct and own future generation facilities, including 500 MW of combustion turbine capacity currently under consideration by the Members.

In addition, two Members have an arrangement that provides for the construction of 90 MW of combustion turbine capacity for commercial operation by the summer of 1999.

All of these combustion turbines are currently anticipated to be dispatched in the Oglethorpe pool. (See "OGLETHORPE POWER CORPORATION--Wholesale Power Contracts.")

MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES

GENERAL

Oglethorpe supplies capacity and energy to the Members from a combination of owned and leased generating plants and from power purchased under long-term contracts with other power suppliers and power marketers. Oglethorpe owns or leases 3,335 MW of nameplate capacity, consisting of 1,500.6 MW of coal-fired capacity, 1,185 MW of nuclear-fueled capacity, 632.5 MW of pumped storage hydroelectric capacity, 14.8 MW of oil-fired combustion turbine capacity and 2.1 MW of conventional hydroelectric capacity. (See "GENERATING FACILITIES--General" and "--Plant Performance" in Item 2 for a description of Oglethorpe's generating facilities.) These resources are generally scheduled and dispatched so as to minimize the operating cost of Oglethorpe's system. However, Oglethorpe has entered into long-term arrangements with power marketers to better utilize its resources to reduce the cost of capacity and energy delivered to the Members, in part by giving certain dispatch rights to the power marketers. (See "Power Marketer Arrangements" herein.)

MEMBER DEMAND AND ENERGY REQUIREMENTS

The following table shows the aggregate peak demand and energy requirements of the Members for the years 1996 through 1998, and also shows the amounts of such requirements supplied by Oglethorpe and SEPA. From 1996 through 1998, demand and energy requirements increased at an average annual compound growth rate of 7.3% and 8.5%, respectively.

<TABLE>

<CAPTION>

	DEMAND (MW)			ENERGY REQUIREMENTS (MWH)		
	TOTAL REQUIREMENTS(1)	SUPPLIED BY OGLETHORPE(2)	SUPPLIED BY SEPA (3)	TOTAL REQUIREMENTS	SUPPLIED BY OGLETHORPE (2)	SUPPLIED BY SEPA (3)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
1996.....	5,045	4,503	542	20,793,864	19,807,101	986,763
1997.....	5,252	4,729	523	21,648,366	20,664,786	983,580
1998.....	5,812	5,289	523	24,500,536	23,315,950	1,184,586

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(1) System peak demand of the Members measured at the Members' delivery points (net of system losses).
(2) Includes purchased power. (See "Power Marketer Arrangements," "Power Purchase and Sale Arrangements--POWER PURCHASES FROM GPC" and "--OTHER POWER PURCHASES" herein.)
(3) Supplied by SEPA through contracts with the Members. (See "THE MEMBERS--Contracts with SEPA.") Under the SEPA contracts effective October 1, 1996, the SEPA capacity allocation has been reduced by approximately 3.7% for losses.

In 1998, Cobb EMC and Jackson EMC accounted for approximately 12.8% and 11.4% of Oglethorpe's total revenues, respectively. None of the other Members accounted for as much as 10% of Oglethorpe's total revenues in 1998. Due to greater than average growth rates, certain of Oglethorpe's customers, including its larger customers such as Cobb EMC and Jackson EMC, have historically accounted for an increasing percentage of Oglethorpe's total revenues. However, under the Wholesale Power Contracts, a Member may choose to supply all or a portion of its future requirements with purchases from other suppliers. (See "OGLETHORPE POWER CORPORATION--Wholesale Power Contracts.") Although the Members have contracted for significant portions of their anticipated future needs by participating in Oglethorpe's power marketer agreements, certain of the Members' future needs during the terms of the power marketer agreements could still be purchased from other suppliers. (See "Power Marketer Arrangements" and "Future Power Resources" herein and "THE MEMBERS--Other Power Purchases.")

SEASONAL VARIATIONS

The demand for energy by the Members is influenced by seasonal weather conditions. Historically, Oglethorpe's peak demand has occurred during the months of June through August. (See "OGLETHORPE POWER CORPORATION--Electric Rates.") Energy revenues track energy costs as they are incurred and

also fluctuate month to month. Capacity revenues reflect the recovery of Oglethorpe's fixed costs, which do not vary significantly from month to month; therefore, capacity charges are billed and capacity revenues are recognized in equal monthly amounts.

POWER MARKETER ARRANGEMENTS

In 1996, Oglethorpe began utilizing power marketer arrangements to reduce the cost of power to the Members. During 1997, Oglethorpe entered into long-term power marketer agreements with LEM for approximately 50% of the load requirements of the Members and with Morgan Stanley with respect to 50% of the Members' then forecasted load requirements. The LEM agreements are based on the actual requirements of the Members during the contract term, whereas the Morgan Stanley agreement represents a fixed supply obligation. Generally, these arrangements reduce the cost of supplying power to the Members by limiting the risk of unit availability, by providing a guaranteed benefit for the use of excess resources and by providing future power needs at a fixed price. All of Oglethorpe's existing generating facilities and power purchase arrangements are available for use by LEM and Morgan Stanley for the term of the respective agreements. Oglethorpe continues to be responsible for all of the costs of its system resources but receives revenue, as described below, from LEM and Morgan Stanley for the use of the resources.

LEM AGREEMENTS

Effective January 1, 1997, Oglethorpe entered into power marketer agreements for 50% of the load requirements of the Members with LEM, an indirect, wholly owned subsidiary of LG&E Power Inc., a Delaware corporation ("LPI"), and of LG&E Energy Corp. ("LG&E"), which is a diversified energy services company headquartered in Louisville, Kentucky. Under the agreements,

LEM is obligated to deliver, and Oglethorpe is obligated to take, approximately 50% of the load requirements of the participating Members less the load requirements for certain customers who have the right to choose electric suppliers, plus 50% of the delivery obligations under Oglethorpe's existing firm power off-system sale contracts. For certain smaller customer choice loads, LEM is obligated to deliver, if Oglethorpe requests, 50% of the associated load requirements. Oglethorpe has the option of purchasing the energy requirements for any customer choice load from another supplier. Oglethorpe is obligated to sell and LEM is obligated to buy 50% of the output of each participating Member's PCR share of the "must run" units (primarily nuclear units). Oglethorpe is also obligated to make available the same share of all other resources, which LEM may schedule. LEM does not have the right to the output of upgrades to these resources. LEM pays Oglethorpe the costs associated with the energy taken, subject to certain adjustments. Oglethorpe must pay LEM a contractually specified price for each MWh purchased.

The LEM agreement relating to 37 of the 39 Members has a term extending through 2011. With one year's notice, Oglethorpe has the right to terminate the LEM agreement beginning in 2002. With 18 months' notice, LEM has the right to terminate the LEM agreement beginning in 2005. The LEM agreement relating to the other two Members has a term extending through 1999.

At the request of LEM, the parties have discussed the future of these arrangements. LEM also has initiated the contractually defined binding arbitration process as to certain load projections provided by Oglethorpe to LEM in connection with the execution of the larger of the two agreements. Oglethorpe continues to receive power under the LEM agreements and believes the agreements are enforceable against LEM and LG&E (with respect to the agreement relating to the 37 Members) and LPI (with respect to the agreement relating to the other two Members). Even so, given LG&E's announced intention to discontinue its merchant energy trading and sales business, instead of performing itself, LEM could, with consent of Oglethorpe and RUS, make alternative arrangements, including assigning performance to an acceptable third party, or otherwise make Oglethorpe whole from any damages incurred as a result of termination. Oglethorpe believes that LEM, LG&E and LPI have the ability, financial and otherwise, to perform their obligations under these agreements.

The current uncertainty relating to the LEM arrangements does not adversely affect Oglethorpe's ability to meet its Members' load requirements but could, in the future, affect the sources and prices for such power. If LEM, LG&E and LPI were to cease to perform their obligations under the LEM agreements or the LEM agreements were to be terminated, Oglethorpe expects to be able to serve its Members' needs through its existing owned and purchased capacity, supplemented by additional capacity either purchased in the wholesale market, constructed or otherwise acquired. Termination of the LEM agreements would however eliminate a source of power at contractually fixed prices and thus would introduce additional uncertainty regarding future power costs and Member rates. Oglethorpe's management does not expect the ultimate resolution of the LEM arrangements will have a material adverse effect on its financial condition or results of operations.

LG&E is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Commission.

MORGAN STANLEY AGREEMENT

Effective May 1, 1997, Oglethorpe entered into a power marketer agreement with Morgan Stanley with respect to 50% of the Members' forecasted load requirements. The agreement obligates Oglethorpe to purchase fixed quantities of energy at fixed prices. Each Member selected a term for its obligation, as well as the portion of its then forecasted requirements to be purchased as a fixed quantity. Oglethorpe is obligated to sell and Morgan Stanley is obligated to buy 50% of the output, in contractually fixed amounts, of each Member's PCR share (for the term and portion selected) of the "must run" units (primarily nuclear units). Oglethorpe is also obligated to make available the same share of all other resources, in contractually fixed amounts, which Morgan Stanley may schedule for each 24-hour day. This schedule is set the day prior based on availability limitations in the contract. Morgan Stanley pays a contractually fixed amount each month and an amount for the scheduled energy based on contractually fixed prices. The agreement has a term extending to March 31, 2005, but the purchases for certain Members decline to zero prior to that date. Oglethorpe plans to manage the portion of the system resources covered by the Morgan Stanley agreement through scheduling and dispatching such resources. Oglethorpe will also make purchases and sales to balance the fixed purchase obligation against the actual requirements and to optimize the use of the resources after receiving the daily schedule from Morgan Stanley.

Morgan Stanley is a subsidiary of Morgan Stanley, Dean Witter, Discover & Co., a diversified investment banking and financial services company. Morgan Stanley, Dean Witter, Discover & Co. is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Commission.

RELATED AGREEMENTS

Oglethorpe has contracted with GTC to provide available transmission services to deliver to the border of the ITS any energy sold to LEM or Morgan Stanley, as well as any other wholesale power purchase. Each Member will use its Member Transmission Agreement for delivery of energy purchased by Oglethorpe from LEM, Morgan Stanley and others.

In connection with the LEM and Morgan Stanley arrangements, each Member has entered into supplemental agreements to its Wholesale Power Contract. The supplemental agreements are the vehicle through which Oglethorpe and the Members assure that the Members receive the benefits of and support the obligations for the power marketer arrangements under the Wholesale Power Contracts.

Each Member has approved the agreements with LEM and Morgan Stanley as "future resources" under the Wholesale Power Contracts. Accordingly, each Member has a PCR for each of the LEM and Morgan Stanley agreements and all costs incurred by Oglethorpe under such agreements are recovered from the Members under the Wholesale Power Contracts on a joint and several basis. To this extent, the

Members have elected, under the Wholesale Power Contracts, to purchase a substantial portion of their future requirements from Oglethorpe. (See "Future Power Resources" herein and "OGLETHORPE POWER CORPORATION--Wholesale Power Contracts.")

POWER PURCHASE AND SALE ARRANGEMENTS

POWER PURCHASES FROM GPC

Oglethorpe purchases 500 MW of capacity and associated energy from GPC on a take-or-pay basis under the Block Power Sale Agreement ("BPSA"), which extends through December 31, 2003. The capacity purchases under the BPSA are from three Component Blocks (as defined in the BPSA), composed of one Component Block of 250 MW (coal-fired units) and two Component Blocks of 125 MW each (combustion turbine units). The capacity in one or more Component Blocks may, however, be less than the MW stated above, as the result of scheduled retirement of units or retirements due to force majeure events. Although Oglethorpe may not increase its capacity purchases under the BPSA, it may reduce or extend its purchases of one or more Component Blocks upon proper notice to GPC. Oglethorpe has given notice of its intent to reduce its purchases by the 250 MW Component Block (coal-fired units) effective September 1, 1999 and by one 125 MW Component Block (combustion turbine units) effective September 1, 2000. Also, pursuant to its long-term power marketer agreements with LEM, Oglethorpe has committed to reduce its purchases from GPC by the remaining Component Block as permitted under the BPSA and thus will no longer purchase any energy under the BPSA effective September 1, 2001. However, see "Future Power Resources" herein for a discussion of a replacement for the BPSA.

OTHER POWER PURCHASES

Oglethorpe purchases 100 MW of capacity from each of EPI and Big Rivers, under agreements extending through June and July 2002, respectively. The availability of capacity under the EPI contract is dependent on the availability of two specific generating units available to EPI. The Tennessee Valley Authority ("TVA") provides the transmission service to deliver the power from the Big Rivers electric system to the ITS. TVA and Southern Company Services, as agent for Alabama Power Company and Mississippi Power Company, provide the transmission service necessary to deliver the power from EPI to the ITS. (See Note 9 of Notes to Financial Statements in Item 8.)

Oglethorpe also has a contract through 2019 to purchase approximately 300 MW of capacity from Hartwell, a partnership owned 50% by NGC Corporation and 50% by American National Power, Inc., a subsidiary of National Power, PLC. This capacity is provided by two 150 MW gas-fired turbine generating units on a site near Hartwell, Georgia. Oglethorpe intends to use the units for peaking capacity but has the right to dispatch the units fully. Prior to the merger of Destec Energy, Inc. and NGC Corporation, Oglethorpe notified Hartwell that Oglethorpe's

rights under the power purchase agreement to consent to the merger or to exercise its rights of first refusal to purchase equity interests in the partnership would be triggered by the merger. Hartwell, however, refused to recognize Oglethorpe's rights and the parties are seeking a court order to clarify Oglethorpe's contractual rights with respect to the merger.

In addition to the purchases from GPC, Big Rivers, EPI and Hartwell, Oglethorpe also purchases small amounts of capacity and energy from "qualifying facilities" under the Public Utility Regulatory Policies Act of 1978 ("PURPA"). Under a waiver order from FERC, Oglethorpe historically made all purchases the Members would have otherwise been required to make under PURPA and Oglethorpe was relieved of its obligation to sell certain services to "qualifying facilities" so long as the Members make those sales. Oglethorpe historically provided the Members with the necessary services to fulfill these sale obligations. Purchases by Oglethorpe from such qualifying facilities provided 0.2% of Oglethorpe's energy requirements for the Members in 1998. As a result of the Corporate Restructuring, the Members may make such purchases in the future instead of Oglethorpe.

LONG-TERM POWER SALES

Oglethorpe has an agreement to sell 100 MW of base capacity to Alabama Electric Cooperative beginning June 1, 1998, and extending through December 31, 2005. During the term of the power marketer agreements, LEM and Morgan Stanley will be responsible for supplying Oglethorpe with sufficient power to fulfill this power sale.

OTHER POWER SYSTEM ARRANGEMENTS

Oglethorpe has interchange, transmission and/or short-term capacity and energy purchase or sale agreements with over 80 utilities, power marketers and other power suppliers. The agreements provide variously for the purchase and/or sale of capacity and energy and/or for the purchase of transmission service. The development of and access to the ITS and the interconnections with other utilities are key elements in Oglethorpe's ability to make off-system sales and purchases through its transmission contract with GTC and to compete in an increasingly competitive market.

FUTURE POWER RESOURCES

Although the existing long-term power marketer arrangements with LEM and Morgan Stanley were designed to provide substantially all of the Members' requirements during their contract terms, Oglethorpe will continue to offer planning services for requirements beyond the contract terms as well as for evaluation of contract options and balancing of actual requirements against fixed purchase obligations. Consequently, Oglethorpe has forecasted that peak requirements for the Members will exceed contracted purchases over the next several years and issued a request for proposals for an aggregate of 100 MW to 1,100 MW to supply these additional requirements.

As a result of this process, arrangements have been made to acquire or construct additional capacity beginning in 1999. A combustion turbine plant is currently under construction by Smarr EMC, a new cooperative formed by 36 of the Members, and is scheduled for commercial operation by June 1999. Oglethorpe has also procured an option to construct a 500 MW combustion turbine facility by the summer of 2000 for the benefit of the Members, who are currently considering participation in these turbines, either through Smarr EMC or a similar entity. See "THE MEMBERS--Other Power Purchases" for a discussion of capacity purchased by the Members from sources other than Oglethorpe.

Oglethorpe has also signed an agreement with GPC to replace the remaining 500 MW of the BPSA through March 31, 2006. This agreement, to be effective April 1, 1999, is contingent on sufficient Member participation. The contract also includes 250 MW for a one-year period beginning June 1, 1999, contingent on sufficient Member participation. Upon the effectiveness of this agreement, the BPSA will be terminated.

Oglethorpe expects to sign additional short-term contracts for peaking power and may also contract for or otherwise acquire additional capacity.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

GENERAL

The electric utility industry has been and in the future will continue to be affected by a number of factors which could have an impact on the financial condition of an electric utility such as Oglethorpe. These factors likely would affect individual utilities in different ways. Such factors include, among others: (i) the transition to increasing competition in the generation of electricity and the corresponding increase in competition from other suppliers of electricity, (ii) fluctuations in the market price for electricity, (iii) effects of compliance with changing environmental, licensing and regulatory requirements, (iv) regulatory and other changes in national and state energy policy, including open access transmission, (v) uncertain access to low cost capital for replacement of aging fixed assets, (vi) increases in operating costs, including the cost of fuel for the generation of electric energy, (vii) uncertain recovery of the cost of existing facilities, (viii) fluctuations in demand, including rates of load growth and changes in competitive market share, (ix) unbundling of services and corresponding corporate and functional restructurings by electric utility companies, and (x) the effects of conservation and energy management on the use of electric energy. These factors present an increasing challenge to companies in the electric utility industry, including Oglethorpe and the Members, to reduce costs, improve the management of resources and respond to the changing environment. (See "Environmental and Other Regulation" herein, "OGLETHORPE POWER CORPORATION--Corporate Restructuring," "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--General" and "--Power Purchase and Sale Arrangements--OTHER POWER PURCHASES" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS--Miscellaneous--COMPETITION" in Item 7.)

COMPETITION

The electric utility industry in the United States is undergoing fundamental change and is becoming increasingly competitive. (See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS--Miscellaneous--COMPETITION" in Item 7.)

ENVIRONMENTAL AND OTHER REGULATION

GENERAL

As is typical for electric utilities, Oglethorpe is subject to various federal, state and local air and water quality requirements which, among other things, regulate emissions of pollutants, such as particulate matter, sulfur oxides and nitrogen oxides into the air and discharges of other pollutants, including heat, into waters of the United States. Oglethorpe is also subject to federal, state and local waste disposal requirements that regulate the manner of transportation, storage and disposal of various types of waste.

In general, environmental requirements are becoming increasingly stringent. New requirements may substantially increase the cost of electric service, by requiring changes in the design or operation of existing facilities or changes or delays in the location, design, construction or operation of new facilities. Failure to comply with these requirements could result in the imposition of civil and criminal penalties as well as the complete shutdown of individual generating units not in compliance. There is no assurance that Oglethorpe's units will always remain subject to the regulations currently in effect or will always be in compliance with future regulations.

Compliance with environmental standards will continue to be reflected in Oglethorpe's capital expenditures and operating costs. Based on the current status of regulatory requirements, Oglethorpe does not anticipate that any capital expenditures or operating expenses associated with its compliance with current laws and regulations will have a material effect on its results of operations or its financial condition. Oglethorpe's direct capital costs to achieve compliance with current environmental requirements

are expected to be minimal for 1998, 1999 and 2000. As further discussed below, however, capital costs to achieve compliance with potential future environmental requirements could be significant.

CLEAN AIR ACT

Environmental concerns of the public, the scientific community and Congress have resulted in the enactment of legislation that has had and will continue to have a significant impact on the electric utility industry. In particular, on November 15, 1990, legislation was enacted (the "1990 Amendments") that substantially revised the Clean Air Act. One of the principal purposes of the 1990 Amendments is to improve air quality by reducing the emissions of sulfur dioxide and nitrogen oxides from affected utility units, which include the coal-fired units that generate electric power at Plants Wansley and Scherer.

These sulfur dioxide reductions are being imposed through a sulfur dioxide emission allowance trading program. An emission allowance, which gives the holder the authority to emit one ton of sulfur dioxide during a calendar year, is transferable and can be bought, sold or banked for use in the years following its issuance. Allowances are issued by the U.S. Environmental Protection Agency ("EPA") to impose limited reductions on certain affected units in Phase I (1995-1999) and more stringent reductions on all affected units in Phase II (after the year 1999). After 1999, aggregate emissions of sulfur dioxide from all units subject to this program will be capped at 8.9 million tons per year. Oglethorpe is now complying with this program by using lower-sulfur fuel at Plant Wansley. After 1999, Oglethorpe could use a variety of options for compliance at Plants Wansley and Scherer, including the use of emission allowances (issued, banked or purchased, if needed), fuel-switching or installation of flue gas desulfurization equipment.

A number of recently finalized regulations, proposed regulations, petitions and on-going studies could result in more stringent controls on all emissions, including utility emissions. The most significant of these appear to be the following. First, because nitrogen oxides are considered to be a precursor to ozone, coupled with the fact that metropolitan Atlanta is classified as a "serious nonattainment area" under the one hour ozone National Ambient Air Quality Standards ("NAAQS"), EPA and the State of Georgia may impose further limits on emissions of nitrogen oxides at Plants Wansley and Scherer. Second, EPA has tightened the NAAQS for both ozone and particulate matter, an action that could affect any source that emits nitrogen oxides and sulfur dioxide, including utility units. Court challenges to both standards are continuing. Third, EPA has issued a regulation calling for regional reductions in nitrogen oxides emissions from 22 states, including Georgia, and the District of Columbia. The regulation imposes a fixed cap on nitrogen oxides emissions from such states, beginning in the year 2003. Although states remain free to choose the sources on which to impose reductions needed to stay below the cap, indications are that Georgia will require large fossil fuel-fired units, including those at Plants Wansley and Scherer, to participate in achieving the required reductions. In the regulation, EPA recommends that all affected states participate in a nitrogen oxides allowance trading program that would be similar to the sulfur dioxide program discussed above. Such a program would allow for the trading, banking and selling of nitrogen oxides allowances throughout the 22-state region and the District of Columbia and could affect the level of controls needed at specific utility units like those at Plants Wansley or Scherer. EPA's regulation has been appealed and Georgia's implementation plan, which has not yet been finalized, may also be challenged. Therefore, it is not yet known what controls, if any, will be needed at Plants Wansley and/or Scherer to comply with this regional nitrogen oxides reduction program. Fourth, EPA has proposed a new regional haze program, an action that could affect any source that emits nitrogen oxides or sulfur dioxide and that may contribute to the degradation of visibility in mandatory federal Class I areas, including utility units. Fifth, EPA has proposed that certain nitrogen oxides reductions be made in upwind states, in response to petitions filed by various Northeastern states under the Clean Air Act, asking for more stringent nitrogen oxides limits on sources in such upwind states. Although Georgia was named in one of these petitions, EPA's preliminary finding is that Georgia is not significantly contributing to nonattainment in any of the petitioning states. EPA has not made a final determination, however, regarding these petitions. Sixth,

although EPA had decided not to impose a new NAAQS for sulfur dioxide, that decision has been remanded (after appeal) to EPA for further rulemaking, so it is still possible that a new short-term standard for sulfur dioxide could be established. Finally, the 1990 Amendments require that several studies be conducted regarding the health effects from power plant emissions of certain hazardous air pollutants. These studies, which have now been completed, indicate that further research is needed before decisions can be made on whether additional controls of utility emissions of such pollutants are necessary.

Depending on the final outcome of these developments, and the

implementation approach selected by EPA and the State of Georgia, significant capital expenditures and increased operation expenses could be incurred by Oglethorpe for the continued operation of Plants Wansley and/or Scherer. The power marketer arrangements generally do not provide for the recovery from the power marketers of increased environmental costs. (See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Marketer Arrangements.") Because of the uncertainty associated with these various developments, Oglethorpe cannot now predict the effect that any of these potential requirements may have on the operations of Plants Wansley and Scherer.

Compliance with the requirements of the Clean Air Act may also require increased capital or operating expenses on the part of GPC. Any increases in GPC's capital or operating expenses may cause an increase in the cost of power purchased from GPC. (See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Purchase and Sale Arrangements--POWER PURCHASES FROM GPC.")

NUCLEAR REGULATION

Oglethorpe is subject to the provisions of the Atomic Energy Act of 1954, as amended (the "Atomic Energy Act"), which vests jurisdiction in the Nuclear Regulatory Commission ("NRC") over the construction and operation of nuclear reactors, particularly with regard to certain public health, safety and antitrust matters. The National Environmental Policy Act has been construed to expand the jurisdiction of the NRC to consider the environmental impact of a facility licensed under the Atomic Energy Act. Plants Hatch and Vogtle are being operated under licenses issued by the NRC. All aspects of the operation and maintenance of nuclear power plants are regulated by the NRC. From time to time, new NRC regulations require changes in the design, operation and maintenance of existing nuclear reactors. Operating licenses issued by the NRC are subject to revocation, suspension or modification, and the operation of a nuclear unit may be suspended if the NRC determines that the public interest, health or safety so requires. The operating licenses issued for each unit of Plants Hatch and Vogtle expire in 2014 and 2018 and 2027 and 2029, respectively.

Pursuant to the Nuclear Waste Policy Act of 1982, as amended, the Federal government has the regulatory responsibility for the final disposition of commercially produced high-level radioactive waste materials, including spent nuclear fuel. Such Act requires the owner of nuclear facilities to enter into disposal contracts with the Department of Energy ("DOE") for such material. These contracts require each such owner to pay a fee, which is currently one dollar per MWh for the net electricity generated and sold by each of its reactors. Oglethorpe is a party to agreements with DOE regarding Plants Hatch and Vogtle. Plants Hatch and Vogtle currently have on-site spent fuel storage capacity. Based on normal operations and retention of all spent fuel in the reactor, it is anticipated that existing on-site pool capacity would be sufficient until 2003 and 2017, respectively, to accept the number of spent fuel assemblies that would normally be removed from the reactor during a refueling. Contracts with DOE have been executed to provide for the permanent disposal of spent nuclear fuel produced at Plants Hatch and Vogtle. DOE failed to begin disposing of spent fuel in January 1998 as required by the contracts, and GPC, as agent for the co-owners of the plants, is pursuing legal remedies against DOE for breach of contract. If DOE does not begin receiving the spent fuel from Plant Hatch in 2003 or from Plant Vogtle in 2017, alternative methods

of spent fuel storage will be needed. Activities for adding dry cask storage capacity at Plant Hatch by 2000 are in progress. (See Note 1 of Notes to Financial Statements regarding nuclear fuel cost in Item 8.)

For information concerning nuclear insurance, see Note 8 of Notes to Financial Statements in Item 8. For information regarding NRC's regulation relating to decommissioning of nuclear facilities and regarding DOE's assessments pursuant to the Energy Policy Act for decontamination and decommissioning of nuclear fuel enrichment facilities, see Note 1 of Notes to Financial Statements in Item 8.

OTHER ENVIRONMENTAL REGULATION

In 1993, EPA issued a ruling confirming the non-hazardous status of coal ash. That ruling may apply, however, only to situations where those wastes are not co-managed, i.e., not mixed with other wastes. Pursuant to court order, EPA has until the Spring of 1999 to classify co-managed utility wastes as either hazardous or non-hazardous. If the wastes are classified as hazardous, substantial additional costs for the management of such wastes might be required of Oglethorpe, although the full impact would depend on the subsequent development of requirements pertaining to these wastes.

Oglethorpe is subject to other environmental statutes including, but not limited to, the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Hazardous Site Response Act, the Toxic Substances Control Act, the Resource Conservation & Recovery Act, the Endangered Species Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right to Know Act, and to the regulations implementing these statutes. Oglethorpe does not believe that compliance with these statutes and regulations will have a material impact on its financial condition or results of operations. Changes to any of these laws, some of which are being reviewed by Congress, could affect many areas of Oglethorpe's operations. Although compliance with new environmental legislation could have a significant impact on Oglethorpe, those impacts cannot be fully determined at this time and would depend in part on the final legislation and the development of implementing regulations.

The scientific community, regulatory agencies and the electric utility industry are continuing to examine the issues of global warming and the possible health effects of electromagnetic fields. While no definitive scientific conclusions have been reached, it is possible that new laws or regulations pertaining to these matters could increase the capital and operating costs of electric utilities, including Oglethorpe or entities from which Oglethorpe purchases power. In addition, the potential for liability exists from lawsuits that might be brought alleging damages from electromagnetic fields.

OTHER INFORMATION

Information with respect to fuel supply for Oglethorpe's plants is set forth under the caption "GENERATING FACILITIES--Fuel Supply" included in Item 2 and is incorporated herein by reference.

ITEM 2. PROPERTIES

GENERATING FACILITIES

GENERAL

The following table sets forth certain information with respect to the generating facilities in which Oglethorpe currently has ownership or leasehold interests, all of which are in commercial operation. Plant Hatch, Plant Vogtle, Plant Wansley and Scherer Unit No. 1 and Scherer Unit No. 2 are co-owned by Oglethorpe, GPC, MEAG and Dalton. GPC is the operating agent for each of these co-owned plants. Rocky Mountain is co-owned by Oglethorpe and GPC, and Oglethorpe is the operating agent. Oglethorpe is the sole owner of Tallassee. (See "CO-OWNERS OF THE PLANTS AND THE PLANT AGREEMENTS--The Plant Agreements.")

<TABLE>
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FACILITIES	TYPE OF FUEL	PERCENTAGE INTEREST	OGLETHORPE'S SHARE OF NAMEPLATE CAPACITY (MW)	COMMERCIAL OPERATION DATE	LICENSE EXPIRATION DATE
<S>	<C>	<C>	<C>	<C>	<C>
Plant Hatch (near Baxley, Ga.)					
Unit No. 1	Nuclear	30	243.0	1975	2014
Unit No. 2	Nuclear	30	246.0	1979	2018
Plant Vogtle (near Waynesboro, Ga.)					
Unit No. 1	Nuclear	30	348.0	1987	2027
Unit No. 2	Nuclear	30	348.0	1989	2029
Plant Wansley (near Carrollton, Ga.)					
Unit No. 1	Coal	30	259.5	1976	N/A(1)
Unit No. 2	Coal	30	259.5	1978	N/A(1)
Combustion Turbine	Oil	30	14.8	1980	N/A(1)
Plant Scherer (near Forsyth, Ga.)					
Unit No. 1	Coal	60	490.8	1982	N/A(1)
Unit No. 2	Coal	60	490.8	1984	N/A(1)
Tallassee (near Athens, Ga.)	Hydro	100	2.1	1986	2023
Rocky Mountain (near Rome, Ga.)	Pumped Storage Hydro	74.61	632.5	1995	2027
Total Ownership			3,335.0		

</TABLE>

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(1) Coal-fired units and combustion turbines do not operate under operating licenses similar to those granted to nuclear units by the Nuclear Regulatory Commission and to hydroelectric plants by FERC.

PLANT PERFORMANCE

The following table sets forth certain operating performance information of each of the major generating facilities in which Oglethorpe currently has ownership or leasehold interests:

<TABLE>
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	EQUIVALENT AVAILABILITY(1)			CAPACITY FACTOR(2)		
UNIT	1998	1997	1996	1998	1997	1996
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Plant Hatch						
Unit No. 1.....	100%	86%	83%	99%	86%	83%
Unit No. 2.....	81	85	97	81	84	99
Plant Vogtle						
Unit No. 1.....	100	81	80	102	81	80
Unit No. 2.....	82	100	88	82	101	89
Plant Wansley						
Unit No. 1.....	86	91	88	56	62	58
Unit No. 2.....	92	92	91	50	59	62
Plant Scherer						
Unit No. 1.....	93	76	92	70	57	74
Unit No. 2.....	89	99	84	75	84	72
Rocky Mountain(3)						
Unit No. 1.....	90	96	94	24	20	15
Unit No. 2.....	95	96	95	13	13	13
Unit No. 3.....	94	97	95	22	19	10

</TABLE>

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(1) Equivalent Availability is a measure of the percentage of time that a unit was available to generate if called upon, adjusted for periods when the unit is partially derated from the "maximum dependable capacity" rating.
(2) Capacity Factor is a measure of the output of a unit as a percentage of the maximum output, based on the "maximum dependable capacity" rating, over the period of measure.
(3) As a pumped storage plant, Rocky Mountain primarily operates as a peaking plant, which results in a low capacity factor.

The nuclear refueling cycle for Plants Hatch and Vogtle exceeds twelve months. Therefore, in some calendar years the units at these plants are not taken out of service for refueling, resulting in higher levels of equivalent availability and capacity factor.

FUEL SUPPLY

COAL. Coal for Plant Wansley is currently purchased under long-term contracts and in spot market transactions. As of February 28, 1999, there was a 57-day coal supply at Plant Wansley based on nameplate rating.

Low-sulfur "compliance" coal for Scherer Units No. 1 and No. 2 is purchased under long-term contracts and in spot market transactions. As of February 28, 1999, the coal stockpile at Plant Scherer contained a 46-day supply based on nameplate rating. During 1994, Plant Scherer was converted to burn both sub-bituminous and bituminous coals, and a separate stockpile of sub-bituminous coal is maintained in addition to the stockpile of bituminous coal.

The Plant Scherer and Wansley ownership and operating agreements were amended in 1993 and 1996, respectively, to allow each co-owner (i) to dispatch separately its respective ownership interest in conjunction with contracting separately for long-term coal purchases procured by GPC and (ii) to procure separately long-term coal purchases. Pursuant to the amendments, Oglethorpe implemented separate dispatch of Plant Scherer in 1994 and at Plant Wansley in May 1997. Oglethorpe continues to use GPC as its agent for fuel procurement.

To take advantage of these changes at Plants Scherer and Wansley, Oglethorpe formed a wholly owned subsidiary, Black Diamond Energy, Inc., to acquire rail cars. This subsidiary has purchased or leased approximately 300 rail cars. Oglethorpe entered into 15-year leases with this subsidiary which obligates Oglethorpe to pay all of the ownership and operating expenses of the subsidiary relating to the respective rail cars during each lease term.

For information relating to the impact that the Clean Air Act will have on Oglethorpe, see "CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY--Environmental and Other Regulations--CLEAN AIR ACT" in Item 1.

NUCLEAR FUEL. GPC, as operating agent, has the responsibility to procure nuclear fuel for Plants Hatch and Vogtle. GPC has contracted with Southern Nuclear Operating Company ("SONOPCO"), a subsidiary of The Southern Company specializing in nuclear services, to operate these plants, including nuclear fuel procurement. (See "CO-OWNERS OF THE PLANTS AND PLANT AGREEMENTS--The Plant Agreements.") SONOPCO employs both spot purchases and long-term contracts to satisfy nuclear fuel requirements. The nuclear fuel supply and related services are expected to be adequate to satisfy current and future nuclear generation requirements.

CO-OWNERS OF THE PLANTS AND THE PLANT AGREEMENTS

CO-OWNERS OF THE PLANTS

Plants Hatch, Vogtle, Wansley and Scherer Units No. 1 and No. 2 are co-owned by Oglethorpe, GPC, MEAG and Dalton, and Rocky Mountain is co-owned by Oglethorpe and GPC. Each such co-owner owns, and Oglethorpe owns or leases, undivided interests in the amounts shown in the following table (which excludes the Plant Wansley combustion turbine). Oglethorpe is the operating agent for Rocky Mountain. GPC is the operating agent for each of the other plants. (See "The Plant Agreements" herein.)

<TABLE>
<CAPTION>

	NUCLEAR				COAL-FIRED				PUMPED STORAGE		
	PLANT HATCH		PLANT VOGTLE		PLANT WANSLEY		SCHERER UNITS NO. 1 & NO. 2		ROCKY MOUNTAIN		TOTAL
	%	MW(1)	%	MW(1)	%	MW(1)	%	MW(1)	%	MW(1)	MW(1)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Oglethorpe...	30.0	489	30.0	696	30.0	519	60.0	982	74.61	633	3,319
GPC.....	50.1	817	45.7	1,060	53.5	926	8.4	137	25.39	215	3,155
MEAG.....	17.7	288	22.7	527	15.1	261	30.2	494	--	--	1,570
Dalton.....	2.2	36	1.6	37	1.4	24	1.4	23	--	--	120
Total.....	100.0	1,630	100.0	2,320	100.0	1,730	100.0	1,636	100.00	848	8,164

</TABLE>

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(1) Based on nameplate ratings.

GEORGIA POWER COMPANY

GPC is a wholly owned subsidiary of The Southern Company, a registered holding company under the Public Utility Holding Company Act, and is engaged primarily in the generation and purchase of electric energy and the transmission, distribution and sale of such energy within the State of Georgia at retail in over 600 communities (including Athens, Atlanta, Augusta, Columbus,

Macon, Rome and Valdosta), as well as in rural areas, and at wholesale to Oglethorpe, MEAG and two municipalities. GPC is the largest supplier of electric energy in the State of Georgia. (See "OGLETHORPE POWER CORPORATION--Relationship with GPC" in Item 1.) GPC is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Commission.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

MEAG, an instrumentality of the State of Georgia, was created for the purpose of providing electric capacity and energy to those political subdivisions of the State of Georgia that owned and operated electric distribution systems at that time. MEAG, also known as MEAG Power, has entered into power sales contracts with each of 48 cities and one county in the State of Georgia. Such political subdivisions, located in 39 of the State's 159 counties, collectively serve approximately 276,000 electric customers.

CITY OF DALTON, GEORGIA

The City of Dalton, located in northwest Georgia, supplies electric capacity and energy to consumers in Dalton, and presently serves more than 10,000 residential, commercial and industrial customers.

THE PLANT AGREEMENTS

HATCH, WANSLEY, VOGTLE AND SCHERER

Oglethorpe's rights and obligations with respect to Plants Hatch, Wansley, Vogtle and Scherer are contained in a number of contracts between Oglethorpe and GPC and, in some instances, MEAG and Dalton. Oglethorpe is a party to four Purchase and Ownership Participation Agreements ("Ownership Agreements") under which it acquired from GPC a 30% undivided interest in each of Plants Hatch, Wansley and Vogtle, a 60% undivided interest in Scherer Units No. 1 and No. 2 and a 30% undivided interest in those facilities at Plant Scherer intended to be used in common by Scherer Units No. 1, No. 2,

No. 3 and No. 4 (the "Scherer Common Facilities"). Oglethorpe has also entered into four Operating Agreements ("Operating Agreements") relating to the operation and maintenance of Plants Hatch, Wansley, Vogtle and Scherer, respectively. The Ownership Agreements and Operating Agreements relating to Plants Hatch and Wansley are two-party agreements between Oglethorpe and GPC. The Ownership Agreements and Operating Agreements relating to Plants Vogtle and Scherer are agreements among Oglethorpe, GPC, MEAG and Dalton. The parties to each Ownership Agreement and Operating Agreement are referred to as "Participants" with respect to each such agreement.

SALE AND LEASEBACK TRANSACTIONS. In 1985, in four transactions, Oglethorpe sold its entire 60% undivided ownership interest in Scherer Unit No. 2 to four separate owner trusts (the "Lessors") established by four different institutional investors (the "Sale and Leaseback Transaction"). (See Note 4 of Notes to Financial Statements in Item 8.) Oglethorpe retained all of its rights and obligations as a Participant under the Ownership and Operating Agreements relating to Scherer Unit No. 2 for the term of the leases. Oglethorpe's leases expire in 2013, with options to renew for a total of 8.5 years. (In the following discussion, references to Participants "owning" a specified percentage of interests include Oglethorpe's rights as a deemed owner with respect to its leased interests in Scherer Unit No. 2.)

The Ownership Agreements appoint GPC as agent with sole authority and responsibility for, among other things, the planning, licensing, design, construction, renewal, addition, modification and disposal of Plants Hatch, Vogtle, Wansley and Scherer Units No. 1 and No. 2 and the Scherer Common Facilities. The Operating Agreements gives GPC, as agent, sole authority and responsibility for the management, control, maintenance and operation of the plant to which it relates and provides for the use of power and energy from such plant and the sharing of the costs thereof by the parties thereto in accordance with their respective interests therein. In performing its responsibilities under the Ownership and Operating Agreements, GPC is required to comply with prudent utility practices. GPC's liabilities with respect to its duties under the Ownership and Operating Agreements are limited by the terms thereof.

Under the Ownership Agreements, Oglethorpe is obligated to pay a percentage of capital costs of the respective plants, as incurred, equal to the percentage interest which it owns or leases at each plant. GPC has responsibility for budgeting capital expenditures subject to, in the case of Scherer Units No. 1 and No. 2, certain limited rights of the Participants to disapprove capital

budgets proposed by GPC and to substitute alternative capital budgets and, in the case of Plants Hatch and Vogtle, the right of any co-owner to disapprove large discretionary capital improvements.

In 1990, the co-owners of Plants Hatch and Vogtle entered into the Nuclear Managing Board Agreement which amended the Plant Hatch and Plant Vogtle Ownership and Operating Agreements, primarily with respect to GPC's reporting requirements, but did not alter GPC's role as agent with respect to the nuclear plants. In 1993, the co-owners entered into the Amended and Restated Nuclear Managing Board Agreement (the "Amended and Restated NMBA") which provides for a managing board (the "Nuclear Managing Board") to coordinate the implementation and administration of the Plant Hatch and Plant Vogtle Ownership and Operating Agreements, provides for increased rights for the co-owners regarding certain decisions and allows GPC to contract with a third party for the operation of the nuclear units. Upon approval in March 1997 by the NRC of GPC's application to add SONOPCO to the operating license of each unit of Plants Hatch and Vogtle and designate SONOPCO as the operator, the Nuclear Operating Agreement between GPC and SONOPCO, which the co-owners had previously approved, became effective. In connection with the amendments to the Plant Scherer Ownership and Operating Agreements, the co-owners of Plant Scherer entered into the Plant Scherer Managing Board Agreement which provides for a managing board (the "Plant Scherer Managing Board") to coordinate the implementation and administration of the Plant Scherer Ownership and Operating Agreements and provides for increased rights for the co-owners regarding certain decisions, but does not alter GPC's role as agent with respect to Plant Scherer.

The Operating Agreements provide that Oglethorpe is entitled to a percentage of the net capacity and net energy output of each plant or unit equal to its percentage undivided interest owned or leased in such plant or unit. GPC, as agent, schedules and dispatches Plants Hatch and Vogtle. Pursuant to amendments to the plant agreements, Oglethorpe began separately dispatching its ownership share of Scherer Units No. 1 and No. 2 in 1993 and of Plant Wansley in 1997. (See "GENERATING FACILITIES--Fuel Supply.") Except as otherwise provided, each party is responsible for a percentage of Operating Costs (as defined in the Operating Agreements) and fuel costs of each plant or unit equal to the percentage of its undivided interest which is owned or leased in such plant or unit. For Scherer Units No. 1 and No. 2 and for Plant Wansley, each party will be responsible for its fuel costs and for variable Operating Costs in proportion to the net energy output for its ownership interest, while responsibility for fixed Operating Costs will continue to be equal to the percentage undivided ownership interest which is owned or leased in such unit. GPC is required to furnish budgets for Operating Costs, fuel plans and scheduled maintenance plans subject to, in the case of Scherer Units No. 1 and No. 2, certain limited rights of the Participants to disapprove such budgets proposed by GPC and to substitute alternative budgets. The Ownership Agreements and Operating Agreements provide that, should a Participant fail to make any payment when due, among other things, such nonpaying Participant's rights to output of capacity and energy would be suspended.

The Operating Agreement for Plant Hatch will remain in effect with respect to Hatch Units No. 1 and No. 2 until 2009 and 2012, respectively. The Operating Agreement for Plant Vogtle will remain in effect with respect to each unit at Plant Vogtle until 2018. The Operating Agreement for Plant Wansley will remain in effect with respect to Wansley Units No. 1 and No. 2 until 2016 and 2018, respectively. The Operating Agreement for Scherer Units No. 1 and No. 2 will remain in effect with respect to Scherer Units No. 1 and No. 2 until 2022 and 2024, respectively. Upon termination of each Operating Agreement, following any extension agreed to by the parties, GPC will retain such powers as are necessary in connection with the disposition of the property of the applicable plant, and the rights and obligations of the parties shall continue with respect to actions and expenses taken or incurred in connection with such disposition.

ROCKY MOUNTAIN

Oglethorpe's rights and obligations with respect to Rocky Mountain are contained in several contracts between Oglethorpe and GPC, the co-owners of Rocky Mountain (the "Co-Owners"). Pursuant to Rocky Mountain Pumped Storage Hydroelectric Ownership Participation Agreement, by and between Oglethorpe and GPC (the "Rocky Mountain Ownership Agreement"), Oglethorpe owns a 74.61% undivided interest in Rocky Mountain and GPC, 25.39%. In connection with this acquisition, Oglethorpe and GPC also entered into the Rocky Mountain Pumped Storage Hydroelectric Project Operating Agreement (the "Rocky Mountain Operating Agreement").

The Rocky Mountain Ownership Agreement appoints Oglethorpe as agent with sole authority and responsibility for, among other things, the planning, licensing, design, construction, operation, maintenance and disposal of Rocky

Mountain. The Rocky Mountain Operating Agreement gives Oglethorpe, as agent, sole authority and responsibility for the management, control, maintenance and operation of Rocky Mountain.

In general, each Co-Owner is responsible for payment of its respective ownership share of all Operating Costs and Pumping Energy Costs (as defined in the Rocky Mountain Operating Agreement) as well as costs incurred as the result of any separate schedule or independent dispatch. A Co-Owner's share of net available capacity and net energy is the same as its respective ownership interest under the Rocky Mountain Ownership Agreement. Oglethorpe and GPC have each elected to schedule separately their respective ownership interests. The Rocky Mountain Operating Agreement will terminate in 2035. The Rocky Mountain Ownership and Operating Agreements provide that, should a Co-Owner fail to make any

payment when due, among other things, such non-paying Co-Owner's rights to output of capacity and energy or to exercise any other right of a Co-Owner would be suspended until all amounts due, together with interests, had been paid. The capacity and energy of a non-paying Co-Owner may be purchased by a paying Co-Owner or sold to a third party.

In late 1996 and early 1997, Oglethorpe completed lease transactions for its 74.61% undivided ownership interest in Rocky Mountain. The lease transactions are characterized as a sale and leaseback for income tax purposes, but not for financial reporting purposes. Under the terms of these transactions, Oglethorpe leased the facility to three institutional investors for the useful life of the facility, who in turn leased it back to Oglethorpe for a term of 30 years. Oglethorpe will continue to control and operate Rocky Mountain during the leaseback term, and it intends to exercise its fixed price purchase option at the end of the leaseback period so as to retain all other rights of ownership with respect to the plant if it is advantageous for Oglethorpe to exercise such option.

ITEM 3. LEGAL PROCEEDINGS

On June 17, 1997, PECO Energy Company--Power Team ("PECO") filed an application with FERC pursuant to Section 211 of the Federal Power Act requesting FERC to compel Oglethorpe and/or GTC to provide PECO with 250 MW of firm point-to-point transmission service from the TVA-ITS interface to the Florida-ITS interface for an initial three-year period, with an automatic roll-over provision. PECO also seeks $10,000 per day in penalties from Oglethorpe and/or GTC, alleging bad faith and delays in negotiations. In their response to FERC, GTC and Oglethorpe contend that they negotiated with PECO in good faith, and thus there is no reasonable basis for imposing the penalties sought by PECO. GTC also responded that it does not have firm "available transfer capability" at the TVA-ITS interface to fulfill PECO's request, after taking into account the need to protect system reliability, existing firm commitments, and use of the TVA-ITS interface to serve "native load," in accordance with North American Electric Reliability Council guidelines. In the event GTC is ordered by FERC to provide the requested service, PECO would be required to compensate GTC at rates set by FERC in the order. As a consequence of any such order, power purchased by Oglethorpe for delivery through the TVA-ITS interface would probably be curtailed (based on past operational experience at that interface), and could result in higher purchased power cost than would otherwise be the case. Although FERC transmission pricing policy is designed to ensure that a transmission provider is fully compensated for the cost of providing transmission service, potentially including opportunity cost, there can be no assurance that rates ordered by FERC for service to PECO would fully compensate GTC, Oglethorpe and the Members for the use of the transmission system and for any resulting effect on reliability or increase in the cost of power.

LEM has initiated a binding arbitration process as to certain load projections provided by Oglethorpe to LEM in connection with the execution of certain of the power marketer agreements between LEM and Oglethorpe. (See "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES--Power Marketer Arrangements--LEM AGREEMENTS" in Item 1 for a discussion of the LEM Agreements and the future of these power marketer arrangements.)

Oglethorpe is a party to various other actions and proceedings incident to

its normal business. Liability in the event of final adverse determinations in any of these matters is either covered by insurance or, in the opinion of Oglethorpe's management, after consultation with counsel, should not in the aggregate have a material adverse effect on the financial position or results of operations of Oglethorpe.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Not Applicable.

ITEM 6. SELECTED FINANCIAL DATA

The following table presents selected historical financial data of Oglethorpe. The financial data presented as of the end of and for each year in the five-year period ended December 31, 1998, have been derived from the audited financial statements of Oglethorpe. Due to the Corporate Restructuring, the results of operations and financial condition reflect operations as a combined power supply, transmission and system operations company through March 31, 1997, and operations solely as a power supply company thereafter. These data should be read in conjunction with the financial statements of Oglethorpe and the notes thereto included in Item 8, "OGLETHORPE POWER CORPORATION - Corporate Restructuring" in Item 1 and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS" in Item 7.

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	(dollars in thousands)				
	1998	1997	1996	1995	1994
Operating revenues:					
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Sales to Members	$ 1,095,904	$1,000,319	$1,023,094	$1,030,797	$ 930,875
Sales to non-Members	48,263	47,533	78,343	118,764	125,207
Total operating revenues	1,144,167	1,047,852	1,101,437	1,149,561	1,056,082
Operating expenses:					
Fuel	191,399	206,315	206,524	219,062	203,444
Production	198,378	181,923	173,497	175,777	170,880
Purchased power	387,662	266,875	229,089	264,844	227,477
Depreciation and amortization	124,074	126,730	163,130	139,024	131,056
Other operating expenses	-	6,334	46,448	42,177	35,818
Total operating expenses	901,513	788,177	818,688	840,884	768,675
Operating margin	242,654	259,675	282,749	308,677	287,407
Other income, net	42,293	46,646	65,334	33,710	40,795
Net interest charges	(263,867)	(283,916)	(326,331)	(320,129)	(305,120)
Net margin	$ 21,080	$ 22,405	$ 21,752	$ 22,258	$ 23,082
Electric plant, net:					
In service	$ 3,429,704	$3,588,204	$4,345,200	$4,436,009	$3,980,439
Construction work in progress	20,948	13,578	31,181	35,753	538,789
	$ 3,450,652	$3,601,782	$4,376,381	$4,471,762	$4,519,228
Total assets	$ 4,506,265	$4,509,857	$5,362,175	$5,438,496	$5,346,330
Capitalization:					
Long-term debt	$ 3,177,883	$3,258,046	$4,052,470	$4,207,320	$4,128,080
Obligation under capital leases	282,299	288,638	293,682	296,478	303,749
Other obligations	55,755	52,176	41,685	-	-
Patronage capital and membership fees	352,701	330,509	356,229	338,891	309,496
	$ 3,868,638	$3,929,369	$4,744,066	$4,842,689	$4,741,325

Property additions	$ 43,904	$ 63,527	$ 93,704	$ 138,921	$ 206,345
Energy supply (megawatt-hours):					
Generated	17,781,896	17,722,059	17,866,143	18,402,839	16,924,038
Purchased	8,544,714	6,377,643	6,606,931	5,738,634	4,381,087
Available for sale	26,326,610	24,099,702	24,473,074	24,141,473	21,305,125
Member revenue per kWh sold	4.70(cent)	4.83(cent)	5.11(cent)	5.53(cent)	5.65(cent)

</TABLE>

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

CORPORATE RESTRUCTURING

Oglethorpe Power Corporation (Oglethorpe) and its 39 electric distribution cooperative members (Members) completed a corporate restructuring (the Corporate Restructuring) in 1997 in which Oglethorpe was divided into three separate operating companies. Oglethorpe's transmission business was sold to, and is now owned and operated by, Georgia Transmission Corporation (GTC). Oglethorpe's system operations business was sold to, and is now owned and operated by, Georgia System Operations Corporation (GSOC). (See Note 11 of Notes to Financial Statements.) Oglethorpe continues to operate its power supply business and retains all of its owned and leased generation assets.

In connection with the Corporate Restructuring, Oglethorpe undertook to remove the costs of its marketing services business from its general rates and recover these costs on a fee-for-service basis. To do so, Oglethorpe created a wholly owned subsidiary, EnerVision, Inc., Tailored Energy Solutions (EnerVision) to which it transferred its marketing services business. On October 15, 1998, the senior associates of EnerVision purchased the company from Oglethorpe. EnerVision continues to serve the Georgia electric cooperatives and also provides services to Oglethorpe and other clients. The sale of EnerVision did not have a material effect on Oglethorpe's financial condition or results of operations.

MARGINS AND PATRONAGE CAPITAL

Oglethorpe operates on a not-for-profit basis and, accordingly, seeks only to generate revenues sufficient to recover its cost of service and to generate margins sufficient to establish reasonable reserves and meet certain financial coverage requirements. Revenues in excess of current period costs in any year are designated as net margin in Oglethorpe's statements of revenues and expenses and patronage capital. Retained net margins are designated on Oglethorpe's balance sheets as patronage capital, which is allocated to each of the Members on the basis of its electricity purchases from Oglethorpe. Since its formation in 1974, Oglethorpe has generated a positive net margin in each year and had a balance of $353 million in patronage capital as of December 31, 1998. Oglethorpe's equity ratio (patronage capital and membership fees divided by total capitalization) increased from 8.4% at December 31, 1997 to 9.1% at December 31, 1998.

Patronage capital constitutes the principal equity of Oglethorpe. Any distributions of patronage capital are subject to the discretion of the Board of Directors. However, under the Indenture dated as of March 1, 1997, from Oglethorpe to SunTrust Bank, Atlanta, as trustee (Mortgage Indenture), Oglethorpe is prohibited from making any distribution of patronage capital to the Members if, at the time thereof or after giving effect thereto, (i) an event of default exists under the Mortgage Indenture, (ii) Oglethorpe's equity as of the end of the immediately preceding fiscal quarter is less than 20% of Oglethorpe's total capitalization, or (iii) the aggregate amount expended for distributions on or after the date on which Oglethorpe's equity first reaches 20% of Oglethorpe's total capitalization exceeds 35% of Oglethorpe's aggregate net margins earned after such date. This last restriction, however, will not apply if, after giving effect to such distribution, Oglethorpe's equity as of the end of the immediately preceding fiscal quarter is not less than 30% of Oglethorpe's total capitalization.

RATES AND REGULATION

Pursuant to the Amended and Restated Wholesale Power Contracts, dated August 1, 1996 (Wholesale Power Contracts) entered into between Oglethorpe and each of the Members, Oglethorpe is required to design capacity and energy rates that generate sufficient revenues to recover all costs as described in such contracts, to establish and maintain reasonable margins and to meet its financial coverage requirements. Oglethorpe reviews its capacity rates at least annually to ensure that its fixed costs are being adequately recovered and, if necessary, adjusts its rates to meet its net margin goals. Oglethorpe's energy rate is established to recover actual fuel and variable operations and maintenance costs.

A new rate schedule became effective under the Wholesale Power Contracts on April 1, 1997, in connection with the Corporate Restructuring. This new rate schedule implements on a long-term basis the assignment to each Member of responsibility for fixed costs. The monthly charges for capacity and other non-energy charges are based on a rate formula using the Oglethorpe budget. The Board of Directors may adjust such capacity and other non-energy charges during the year through an adjustment to the annual budget. Energy charges are based on actual energy costs, whether incurred from generation or purchased power resources or under the power marketer arrangements.

Under the Mortgage Indenture, Oglethorpe is required, subject to any necessary regulatory approval, to establish and collect rates that are reasonably expected, together with other revenues of Oglethorpe, to yield a Margins for Interest (MFI) Ratio for each fiscal year equal to at least 1.10. The MFI Ratio is determined by dividing the sum of

(i) Oglethorpe's net margins (after certain defined adjustments), (ii) Interest Charges and (iii) any amount included in net margins for accruals for federal or state income taxes by Interest Charges. The definition of MFI takes into account any item of net margin, loss, gain or expenditure of any affiliate or subsidiary of Oglethorpe only if Oglethorpe has received such net margins or gains as a dividend or other distribution from such affiliate or subsidiary or if Oglethorpe has made a payment with respect to such losses or expenditures.

The rate schedule also includes a Prior Period Adjustment (PPA) mechanism designed to ensure that Oglethorpe achieves the minimum 1.10 MFI Ratio. Amounts, if any, by which Oglethorpe fails to achieve a minimum 1.10 MFI Ratio would be accrued as of December 31 of the applicable year and collected from the Members during the period April through December of the following year. Amounts within a range from a 1.10 MFI Ratio to a 1.20 MFI Ratio are retained as patronage capital. Amounts, if any, by which Oglethorpe exceeds the maximum 1.20 MFI Ratio would be charged against revenues as of December 31 of the applicable year and refunded to the Members during the period April through December of the following year. The rate schedule formula is intended to provide for the collection of revenues which, together with revenues from all other sources, are equal to all costs and expenses recorded by Oglethorpe, plus amounts necessary to achieve at least the minimum 1.10 MFI Ratio.

For 1998 and 1997, Oglethorpe achieved an MFI Ratio of 1.10. For comparative purposes only, the pro forma MFI Ratio for 1996 would have been 1.09.

Under the Mortgage Indenture and related loan contract with the Rural Utilities Service (RUS), adjustments to Oglethorpe's rates to reflect changes in Oglethorpe's budgets are not subject to RUS approval, except for any reduction in rates in a fiscal year following a fiscal year in which Oglethorpe has failed to meet the minimum 1.10 MFI Ratio set forth in the Mortgage Indenture. Changes to the rate schedule under the Wholesale Power Contracts are subject to RUS approval. Oglethorpe's rates are not subject to the approval of any other federal or state agency or authority, including the Georgia Public Service Commission (GPSC).

Prior to 1997, Oglethorpe utilized a Times Interest Earned Ratio (TIER) as the basis for establishing its annual net margin goal. Under Oglethorpe's prior mortgage, Oglethorpe was required to implement rates that were designed to maintain an annual TIER of not less than 1.05. For 1996, Oglethorpe's Board of Directors set a net margin goal to be the amount required to produce a TIER of 1.07 and such TIER was achieved. In addition to the TIER requirement, Oglethorpe was also required under the prior mortgage to implement rates designed to maintain a Debt Service Coverage Ratio (DSC) of not less than 1.0 and an Annual Debt Service Coverage Ratio (ADSCR) of not less than 1.25. Oglethorpe always met or exceeded the TIER, DSC and ADSCR requirements of the prior mortgage.

TIER is determined by dividing the sum of Oglethorpe's net margin plus interest on long-term debt (including interest charged to construction) by Oglethorpe's interest on long-term debt (including interest charged to construction). DSC is determined by dividing the sum of Oglethorpe's net margin plus interest on long-term debt (including interest charged to construction) plus depreciation and amortization (excluding amortization of nuclear fuel and

debt discount and expense) by Oglethorpe's interest and principal payable on long-term debt (including interest charged to construction). ADSCR is determined by dividing the sum of Oglethorpe's net margin plus interest on long-term debt (excluding interest charged to construction) plus depreciation and amortization (excluding amortization of nuclear fuel and debt discount and expense) by Oglethorpe's interest and principal payable on long-term debt secured under the prior mortgage (excluding interest charged to construction).

RESULTS OF OPERATIONS

POWER MARKETER ARRANGEMENTS

Oglethorpe is utilizing long-term power marketer arrangements to reduce the cost of power to the Members. Oglethorpe has entered into power marketer agreements with LG&E Energy Marketing Inc. (LEM) effective January 1, 1997, for approximately 50% of the load requirements of the Members and with Morgan Stanley Capital Group Inc. (Morgan Stanley), effective May 1, 1997, with respect to 50% of the Members' then forecasted load requirements. The LEM agreements are based on the actual requirements of the Members during the contract term, whereas the Morgan Stanley agreement represents a fixed supply obligation. Generally, these arrangements reduce the cost of supplying power to the Members by limiting the risk of unit availability, by providing a guaranteed benefit for the use of excess resources and by providing future power needs at a fixed price. All of Oglethorpe's existing generating facilities and power purchase arrangements are available for use by LEM and Morgan Stanley for the term of the respective agreements. Oglethorpe continues to be responsible for all of the costs of its system resources but receives revenue, as described below, from LEM and Morgan Stanley for the use of the resources.

At the request of LEM, the parties have discussed the future of the LEM arrangements. LEM has initiated the contractually defined binding arbitration process as to certain load projections provided by Oglethorpe to LEM. Oglethorpe continues to receive power under the LEM

agreements and believes the agreements are enforceable against LEM. Even so, given LEM's announced intention to discontinue its merchant energy trading and sales business, instead of performing itself, LEM could, with consent of Oglethorpe and the RUS, make alternative arrangements, including assigning performance to an acceptable third party, or otherwise make Oglethorpe whole from any damages incurred as a result of termination. Oglethorpe believes that LEM has the ability, financial and otherwise, to perform its obligations under these agreements.

The current uncertainty relating to the LEM arrangements does not adversely affect Oglethorpe's ability to meet its Members' load requirements but could, in the future, affect the sources and prices for such power. If LEM was to cease to perform its obligations under the LEM agreements or the LEM agreements were to be terminated, Oglethorpe expects to be able to serve its Members' needs through its existing owned and purchased capacity, supplemented by additional capacity either purchased in the wholesale market, constructed or otherwise acquired. Termination of the LEM agreements would however eliminate a source of power at contractually fixed prices and thus would introduce additional uncertainty regarding future power costs and Member rates. Oglethorpe's management does not expect the ultimate resolution of the LEM arrangements will have a material adverse effect on its financial condition or results of operations.

Oglethorpe utilized short-term power marketer arrangements during 1996. The initial agreement was with Enron Power Marketing, Inc. (EPMI) and was in place January through August. From September through December 1996, another power marketer arrangement was utilized with Duke/Louis Dreyfus L.L.C. (DLD). Under each of the agreements, the power marketer was required to provide to Oglethorpe at a favorable fixed rate all the energy needed to meet the Members' requirements and Oglethorpe was required to provide to the power marketer at cost, subject to certain limitations, upon request, all energy available from Oglethorpe's total power resources. Under both agreements, Oglethorpe continued to operate the power supply system and continued to dispatch the generating resources to ensure system reliability.

CORPORATE RESTRUCTURING

As a result of the Corporate Restructuring, the Statements of Revenues and Expenses for 1998 reflect Oglethorpe's operations solely as a power supply company, whereas the Statements of Revenues and Expenses for 1997 reflect operations as a combined power supply, transmission and system operations company through March 31, 1997, and operations solely as a power supply company thereafter. Although the Corporate Restructuring was completed on March 11, 1997, pursuant to the restructuring agreement among Oglethorpe, GTC and GSOC,

all transmission-related and systems operations-related revenues were assigned to Oglethorpe, and all transmission-related and systems operations-related costs were paid or reimbursed by Oglethorpe during the period March 11, 1997 through March 31, 1997.

OPERATING REVENUES

SALES TO MEMBERS. Revenues from Members are collected pursuant to the Wholesale Power Contracts and are a function of the demand for power by the Members' consumers and Oglethorpe's cost of service. Revenues from sales to Members increased by 9.6% for 1998 compared to 1997 and decreased by 2.2% for 1997 compared to 1996. The components of Member revenues were as follows:

	1998	1997	1996
	(dollars in thousands)		
Capacity revenues	$ 623,464	$ 652,910	$ 755,501
Energy revenues	472,440	347,409	267,593
Total	$1,095,904	$1,000,319	$1,023,094

The decrease in capacity revenues was primarily the result of the Corporate Restructuring. For 1997 compared to 1996, Member capacity revenues declined by approximately $75 million due to the transfer of the transmission and system operations businesses to GTC and GSOC. Also, as discussed under "Other Income (Expense)" herein, Member revenues for 1997 of approximately $19.5 million related to EnerVision were reflected in "Other Income" since these marketing support activities are no longer part of operations of the power supply business. In addition, in August 1997, capacity revenues were reduced by a $4 million refund to the Members as a result of an interim budget adjustment to reflect higher than anticipated investment income. For 1998 compared to 1997, Member capacity revenues were reduced by an additional $28 million related to revenues of the transmission and system operations businesses previously reflected in Oglethorpe in the first quarter of 1997.

The increases in Member energy revenues over the past three years reflect both higher energy prices in the marketplace and greater volumes of energy sold to Members. Actual energy costs are passed through to the Members such that energy revenues equal energy costs. Energy revenues from Members increased by 36.0% from 1997 to 1998 and by 29.8% from 1996 to 1997.

The following table summarizes the amounts of kilowatt-hours (kWh) sold to Members and total operating revenues per kWh during each of the past three years:

	Kilowatt-hours (in thousands)	Cents per Kilowatt-hour
1998	23,315,950	4.70
1997	20,664,786	4.83(1)
1996	19,807,101	5.11

(1) Excludes revenues related to the transmission and system operations business effective April 1, 1997.

In 1998, a hot summer combined with growth in the Member systems' service territories resulted in a 12.8% increase in kWh sales to Members. In spite of mild weather in 1997, kWh sales to Members increased by 4.3% compared to 1996 due to continued growth in the Member systems' service territories.

The energy portion of Member revenues per kWh increased 20.5% in 1998 compared to 1997 and 24.4% in 1997 compared to 1996. The increase in the cost of energy supplied to the Members resulted primarily from higher purchased power costs as discussed under "Operating Expenses" below. For 1998 compared to 1997, the increase was the result of significantly higher prices experienced in the wholesale electricity markets. For 1997 compared to 1996, the increase was the result of the short-term power marketer arrangements with DLD and EPMI which allowed Oglethorpe to pass through significant savings during 1996.

SALES TO NON-MEMBERS. Sales of electric services to non-Members were primarily from energy sales to other utilities and power marketers, and pursuant to contractual arrangements with Georgia Power Company (GPC). The following table summarizes the amounts of non-Member revenues from these sources for the past three years:

<TABLE>
<CAPTION>

	1998	1997	1996
	(dollars in thousands)		
<S>	<C>	<C>	<C>
Sales to other utilities	$ 28,890	$ 18,342	$ 39,567
Sales to power marketers	19,373	14,623	15,895
GPC-power supply arrangements	-	12,360	13,092
ITS transmission agreements	-	2,208	9,789
Total	$ 48,263	$ 47,533	$ 78,343

</TABLE>

Revenues from sales to non-Members increased in 1998 compared to 1997 and declined in 1997 compared to 1996. Sales to other utilities in 1998 and 1997 represent sales made directly by Oglethorpe. Oglethorpe sells for its own account any energy available from the portion of its resources dedicated to Morgan Stanley that is not scheduled by Morgan Stanley pursuant to its power marketer arrangements. Sales to other utilities were higher in 1998 due to three factors: (1) capacity revenues received under an agreement entered into with Alabama Electric Cooperative to sell 100 megawatts (MW) of capacity for the period June 1998 through December 2005; (2) revenues received from GPC for energy imbalance under terms of the Coordination Services Agreement; and (3) higher energy prices experienced in the wholesale electricity markets during the summer months of 1998. EPMI and DLD initiated sales to other utilities in 1996. In 1996, where the power marketer did not have a contractual relationship with the purchaser and Oglethorpe did, Oglethorpe recorded the sale and credited the revenues to the power marketer in its monthly billing.

Under the LEM and Morgan Stanley power marketer arrangements, and previously, under the EPMI and DLD power marketer arrangements, sales to the power marketers represented the net energy transmitted on behalf of LEM, Morgan Stanley, EPMI and DLD off-system on a daily basis from Oglethorpe's total resources. Such energy was sold to LEM, EPMI and DLD at Oglethorpe's cost, subject to certain limitations, and to Morgan Stanley at a contractually fixed price. The volume of sales to power marketers depends primarily on the power marketers' decisions for servicing their load requirements.

The third source of non-Member revenues was power supply arrangements with GPC. These revenues were derived, for the most part, from energy sales arising from dispatch situations whereby GPC caused co-owned coal-fired generating resources to be operated when Oglethorpe's system did not require all of its contractual entitlement to the generation. These revenues compensated Oglethorpe for its costs because, under the operating agreements (before the agreements were amended as discussed below), Oglethorpe was responsible for its share of fuel costs any time a unit operated. Pursuant to the amendments to the Plant Wansley ownership and operating agreements, Oglethorpe elected to separately dispatch its ownership interest in Plant Wansley beginning May 1, 1997. Thereafter, Plant Wansley ceased to be a source of this type of sales transaction; therefore, this type of sale to GPC has ended.

The fourth source of non-Member revenues was primarily payments from GPC for use of the Integrated Transmission System (ITS) and related transmission interfaces. GPC compensated Oglethorpe to the extent that Oglethorpe's percentage of investment in the ITS exceeded its percentage use of the system. In such case, Oglethorpe was entitled to compensation for the use of its investment by the other ITS participants. As a result of the Corporate Restructuring, all of the revenues in this category have accrued to GTC since April 1, 1997.

OPERATING EXPENSES

Oglethorpe's operating expenses increased 14.4% in 1998 compared to 1997 and decreased 3.7% in 1997 compared to 1996. The increase in operating expenses in 1998 resulted primarily from higher purchased power costs, however, there were also changes in fuel and production expenses. The overall decrease in operating expenses for 1997 compared to 1996 was primarily attributable to the expenses relating to the transmission business assumed by GTC in connection with the Corporate Restructuring.

Production expenses were higher in 1998 partly as a result of unscheduled maintenance outages at Plant Scherer Unit No. 1 and Plant Vogtle Unit No. 2 and partly due to higher amortization of deferred nuclear refueling outage costs. The increase in 1997 production operations and maintenance costs was partly attributable to a maintenance outage at Scherer Unit No. 1. In addition, effective January 1, 1996, the costs of nuclear refueling outages are deferred and amortized over the 18-month period following

the outage. Such change in accounting resulted in a $12.4 million deferral of maintenance costs in 1996.

The decrease in total fuel costs in 1998 compared to 1997 resulted partly from the difference in the mix of generation, with a higher percentage of the generation from nuclear and less fossil than in 1997. The higher nuclear generation was achieved as a result of having two refueling outages in 1998 compared to three in 1997. In addition, the average fossil fuel cost per megawatt-hour (MWh) for 1998 decreased by 8.4% compared to 1997 primarily due to lower coal prices.

Purchased power costs increased 45.3% in 1998 compared to 1997 and increased 16.5% in 1997 compared to 1996 as result of significantly higher purchased power energy costs, as follows:

	1998	1997	1996
	(dollars in thousands)		
Capacity costs	$115,599	$134,384	$141,047
Energy costs	272,063	132,491	88,042
Total	$387,662	$266,875	$229,089

Purchased power capacity costs were 14.0% lower in 1998 compared to 1997 and 4.7% lower in 1997 compared to 1996 primarily due to the elimination on September 1 of each year of a 250 MW component block (coal-fired units) of the Block Power Sale Agreement (the BPSA) between Oglethorpe and GPC. Purchased power energy costs increased by 105.3% in 1998 compared to 1997, and by 50.5% in 1997 compared to 1996. The average cost of purchased power energy per MWh increased 53.3% in 1998 compared to 1997 and increased 55.9% in 1997 compared to 1996. The increase in average cost in 1998 resulted from significant price increases experienced in the wholesale electricity markets. The increase in average cost in 1997 resulted from significant energy cost savings realized in 1996 from the EPMI and DLD power marketer arrangements. The volumes of purchased power increased by 34.0% in 1998 compared to 1997, and decreased by 3.5% in 1997 compared to 1996. The higher volumes of purchased power in 1998 utilized to serve Member load that was not contractually provided by the power marketers resulted in a significant increase in the average kWh cost of energy to the Members, as noted under "Operating Revenue-Sales to Members" above.

Purchased power expenses for the years 1996 through 1998 reflect the cost of capacity and energy purchases under various long-term power purchase agreements. These long-term agreements have, in some cases, take-or-pay minimum energy requirements. For 1996 through 1998, Oglethorpe utilized its energy from these power purchase agreements in excess of the take-or-pay requirements. Oglethorpe's capacity and energy expenses under these agreements amounted to approximately $173 million in 1998, $176 million in 1997 and $191 million in 1996. For a discussion of the power purchase agreements, see Note 9 of Notes to Financial Statements.

The decrease in depreciation and amortization for 1998 and 1997 compared to 1996 resulted from the Corporate Restructuring.

For 1997, other operating expenses reflected expenses for the power delivery portion of the business (which was subsequently transferred to GTC in connection with the Corporate Restructuring) for the period prior to April 1, 1997. Other operating expenses for 1996 represent both power delivery expenses and marketing services expenses. As discussed under "Other Income (Expense)" herein, such marketing services expenses for 1997 of approximately $18.3 million related to EnerVision were shown (net of marketing support activities revenues) in "Other Income (Expense)" since these marketing support activities were no longer part of operations of the power supply business.

OTHER INCOME (EXPENSE)

Investment income was higher in 1997 compared to 1996 as a result of higher earnings from the decommissioning fund and partly due to income from the deposits from the Rocky Mountain transactions. (See "Financial Condition-Rocky MOUNTAIN LEASE TRANSACTIONS.") The deposits were made in December 1996 and January 1997.

In 1997, the caption "Other" reflected a margin of approximately $1.2 million related to Oglethorpe's marketing services business which was subsequently transferred to EnerVision. As discussed in "General--Corporate Restructuring" above, EnerVision was purchased from Oglethorpe by its senior associates on October 15, 1998. For 1998, the caption "Other" includes no net margin or loss from the results of operations and sale of EnerVision.

Prior to the completion of the first unit of Plant Vogtle in 1987, Oglethorpe's Board of Directors implemented a rate mechanism that facilitated the gradual absorption of the costs of Plant Vogtle by the Members. In each of the years 1985 through 1995, Oglethorpe exceeded its annual net margin goal, and under this rate mechanism, Oglethorpe retained such excess margins for later use in mitigating rate increases associated with Plant Vogtle and, subsequently, with the Rocky Mountain Pumped Storage Hydroelectric Facility (Rocky Mountain). In each year beginning with 1989, a portion of these margins was returned to the Members through billing credits and the previously deferred revenues were recognized as "Other income". In 1996, Oglethorpe utilized all remaining amounts available ($32.0 million) under the deferred margin rate mechanism and this mechanism ended.

INTEREST CHARGES

Net interest charges decreased for 1998 compared to 1997 and for 1997 compared to 1996 due to the debt assumed by GTC in connection with the Corporate Restructuring and due to interest costs savings from

refinancings. The increase in amortization of debt discount and expense for 1998 compared to 1997 was primarily due to the accelerated amortization of $24 million in premiums paid to the Federal Financing Bank (FFB) for refinancing $424 million of debt. These costs will be amortized over a period of approximately 3 1/2 years beginning in 1998. See "Financial Condition-Refinancing Transactions" for further discussion.

NET MARGIN AND COMPREHENSIVE MARGIN

Oglethorpe's net margin for 1998 was $21.1 million compared to $22.4 million for 1997. Since Oglethorpe's margin requirement is based on a ratio applied to interest charges, the reduction in interest charges resulting from the Corporate Restructuring also reduced Oglethorpe's margin requirement effective April 1, 1997.

Comprehensive margin is now reported on the Statements of Revenues and Expenses, consistent with Statement of Financial Accounting Standards (SFAS) No. 130, "Reporting Comprehensive Income", issued by the Financial Accounting Standards Board. This Statement requires the reporting of all components of changes in equity on the Statement of Revenues and Expenses. For Oglethorpe, the only additional item being reported is the net change in unrealized gains on investments in available-for-sale securities.

FINANCIAL CONDITION

GENERAL

The principal changes in Oglethorpe's financial condition in 1998 were due to property additions, reductions in the cost of capital and an increase in patronage capital. Property additions totaled $44 million and were funded entirely with funds from operations.

A decrease in the cost of capital was achieved through the refinancing of $194 million (net of amounts assumed by GTC) of tax-exempt pollution control revenue bonds (PCBs) and $424 million of FFB debt. The average interest rate on long-term debt decreased from 6.46% at December 31, 1997 to 6.15% at December 31, 1998. (See "Refinancing Transactions" herein.)

Oglethorpe's equity (patronage capital) increased by $22 million primarily due to the retained net margins achieved in 1998.

CAPITAL REQUIREMENTS

As part of its ongoing capital planning, Oglethorpe forecasts expenditures required for generation facilities and other capital projects. The table below details these expenditure forecasts for 1999 through 2001. Actual construction costs may vary from the estimates listed below because of factors such as changes in business conditions, fluctuating rates of load growth, environmental requirements, design changes and rework required by regulatory bodies, delays in obtaining necessary federal and other regulatory approvals, construction delays, cost of capital, equipment, material and labor, and decisions to construct, rather than purchase, additional capacity.

<TABLE>
<CAPTION>

Capital Expenditures
(dollars in thousands)

Year	Generating Plant(1)	Nuclear Fuel	General Plant	AFUDC(2)	Total
1999	$ 23,358	$ 35,060	$ 5,382	$ 985	$ 64,785
2000	44,971	39,007	4,000	1,416	89,394
2001	46,794	33,892	4,120	1,360	86,166
Total	$115,123	$107,959	$13,502	$ 3,761	$240,345

</TABLE>

(1) Consists of capital expenditures required for replacements and additions to facilities in service and compliance with environmental regulations.

(2) Allowance for funds used during construction of generation and general plant facilities.

Oglethorpe's investment in electric plant, net of depreciation, was approximately $3.5 billion as of December 31, 1998. Expenditures for property additions during 1998 amounted to $44 million and were funded entirely from operations. These expenditures were primarily for additions and replacements to generation facilities.

In addition to the funds needed for capital expenditures, approximately $296 million will be required over the next three years (1999-2001) for current sinking fund requirements and maturities of long-term debt. Of this amount, $242 million, or 82%, relates to the repayment of RUS and FFB debt. Excluded from these amounts is the amount of debt assumed by GTC and GSOC as part of the Corporate Restructuring.

LIQUIDITY AND SOURCES OF CAPITAL

In the past, Oglethorpe has obtained the majority of its long-term financing from RUS-guaranteed loans funded by FFB. Oglethorpe has also obtained a substantial portion of its long-term financing requirements from PCBs.

In addition, Oglethorpe's operations have consistently provided a sizable contribution to its funding of capital requirements, such that internally generated funds have provided interim funding or long-term capital for nuclear fuel reloads, new generation, general plant facilities, replacements and additions to existing facilities, and retirement of long-term debt. Oglethorpe anticipates that it will meet its future capital requirements through 2001 primarily with funds generated from operations and, if necessary, with short-term borrowings.

The interest rate swap arrangements relating to two PCB transactions and the Rocky Mountain lease transactions contain certain minimum liquidity requirements. As of December 31, 1998, Oglethorpe was required to maintain minimum liquidity of $80 million under these agreements, and its available liquidity exceeded that amount.

See "Rocky Mountain Lease Transactions" herein and Note 2 of Notes to Financial Statements for further discussion of these transactions.

To meet short-term cash needs and liquidity requirements, Oglethorpe had, as of December 31, 1998, (i) approximately $106 million in cash and temporary cash investments, (ii) $73 million in other short-term investments and (iii) up to $290 million total available under the following credit facilities ($51 million of which was in use):

<TABLE>
<CAPTION>

Short-Term Credit Facilities	Amount
<S>	<C>
Commercial paper	$240,000,000
Committed line of credit:	
SunTrust Bank, Atlanta	30,000,000
Uncommitted line of credit:	
National Rural Utilities Cooperative Finance Corporation (CFC)	50,000,000

</TABLE>

Under its commercial paper program, Oglethorpe may issue commercial paper not to exceed $240 million outstanding at any one time. The commercial paper is backed 100% by committed lines of credit provided by a group of banks for which SunTrust Bank acts as agent. The maximum amount that can be outstanding at any one time under the commercial paper program and the other lines of credit totals $290 million due to certain restrictions contained in the SunTrust Bank committed line of credit agreement.

As of December 31, 1998, $51 million of commercial paper was outstanding. Of this amount, $43 million relates to the interim financing of a 217 MW combustion turbine (CT) project expected to be completed by June 1999. This project is owned by a newly formed cooperative, Smarr EMC, which is owned by 36 of Oglethorpe's 39 Members. It is expected that by June 1999, Smarr EMC will secure, on a non-recourse basis to Oglethorpe, permanent financing for this CT project and repay Oglethorpe for the interim financing.

The remaining $8 million of the commercial paper outstanding as of December 31, 1998 was issued to finance, also on an interim basis, the construction of an additional 500 MW of CT projects expected to be completed by the summer of 2000. These CTs will be owned by some or all of the Members in Smarr EMC or a similar entity.

The maximum amount of commercial paper that is estimated to be outstanding in conjunction with the interim financing of these CT projects is $100 million in 1999 and $150 million in 2000.

REFINANCING TRANSACTIONS

Since the early 1990s, Oglethorpe has had an on-going program to reduce its interest costs by refinancing or prepaying a sizeable portion of its high-interest rate debt. This program continued in 1998 with the refinancing of $424 million of FFB debt and $194 million of PCB debt. As a result of this program, Oglethorpe has reduced the average interest rate on its total long-term debt from 8.83% at December 31, 1991 to 6.15% at December 31, 1998.

Oglethorpe has also implemented a program under which it is refinancing, on a continued tax-exempt basis, the annual principal maturities of certain tax-exempt serial bonds and the annual sinking fund payments on certain tax-exempt term bonds. The refinancing of these principal maturities allows Oglethorpe to preserve a low-cost source of financing while conserving cash. To date, Oglethorpe has refinanced approximately $64 million under this program (including $13.5 million in 1998; net of amounts assumed by GTC) and plans to refinance PCB principal maturing through the year 2002.

In connection with the Corporate Restructuring, Oglethorpe defeased approximately $92 million in principal amount of Series 1992 PCBs. Initially these bonds were defeased with proceeds from the issuance of approximately $92 million in commercial paper. In March and April of 1998, Oglethorpe repaid the commercial paper issuance with two medium-term loans of $46.1 million each, one from CoBank and one from CFC. Oglethorpe ultimately expects to refinance the two

medium-term loans with an issuance of PCBs in the fall of 2002.

Also, in connection with the Corporate Restructuring, Oglethorpe refinanced approximately $217 million in principal amount of Series 1992A PCBs through the issuance of PCBs maturing on December 1, 1997 (the Series 1997A Bonds), which were in turn refinanced through the issuance of PCBs maturing on May 28, 1998 (the Series 1997B Bonds). The Series 1997B Bonds were refunded through the issuance of $116,925,000 of Series 1998A PCBs and $100,000,000 of Series 1998B PCBs (the Series 1998 Bonds) (including amounts assumed by GTC), having a January 1, 2019 maturity. The Series 1998 Bonds were issued as variable rate bonds and are supported by both a municipal bond insurance policy and bank liquidity agreements.

ROCKY MOUNTAIN LEASE TRANSACTIONS

Oglethorpe completed, in two separate closings on December 31, 1996 and January 3, 1997, lease transactions for its 74.61% undivided ownership interest in Rocky Mountain, through a wholly owned subsidiary, Rocky Mountain Leasing Corporation (RMLC). The lease transactions are characterized as a sale and leaseback for income tax purposes, but not for financial reporting purposes. Under the terms of these transactions, Oglethorpe leased the facility to three institutional investors for the useful life of the facility, who in turn leased it back through RMLC to Oglethorpe for a term of 30 years. Rocky Mountain is subject to the lien of the Mortgage Indenture. The leasehold interest transferred is subject and subordinate to such lien. Oglethorpe will continue to control and operate the plant during the leaseback term, and intends to exercise its fixed

price purchase option at the end of the leaseback period so as to retain all other rights of ownership with respect to the plant, if it is advantageous for Oglethorpe to exercise such option. The assets of RMLC are not available to pay creditors of Oglethorpe or its affiliates.

As a result of these transactions, Oglethorpe received net present value cash benefits of approximately $96 million that is being recorded as a deferred credit and will be recognized in income over the term of the leaseback. Approximately $92 million was used for the early retirement of FFB debt and approximately $4 million was used to pay alternative minimum taxes on the transactions. The combination of the debt prepayment and the amortized gain will result in an estimated $11 million in annual savings through 2001, and additional savings in declining amounts for the remaining 24 years of the lease.

MISCELLANEOUS

COMPETITION

The electric utility industry in the United States is undergoing fundamental change and is becoming increasingly competitive. This change is promoted by the Energy Policy Act of 1992, recently adopted and proposed policies from the Federal Energy Regulatory Commission (FERC) regarding mergers, transmission access and pricing, state deregulation initiatives, increased consolidation and mergers of electric utilities, the proliferation of power marketers and independent power producers, generation surpluses and deficits and transmission constraints in certain regional markets and other factors.

Several states are in the process of implementing varying forms of "retail wheeling" (the transmission of power for a third party directly to a retail customer) and most others are in the various stages of considering retail competition. Proposed federal legislation could mandate retail wheeling in every state and otherwise deregulate the industry. No legislation related to retail wheeling has yet been enacted in Georgia, and no bill is currently pending in the Georgia legislature which would amend the Georgia Territorial Electric Service Act (the Territorial Act) or otherwise affect the exclusive right of the Members to supply power to their current service territories. In 1997, the staff of the GPSC conducted a series of workshops to solicit views from the various parties impacted by electric industry restructuring and to discuss potential resolutions of these issues. The GPSC issued a report identifying electric industry restructuring issues, potential resolutions and the views of the parties who participated in the workshops. The GPSC's order in the 1998 GPC rate case provides that there will be a docket opened to address the mechanics of how stranded costs and stranded benefits should be calculated, the estimated range of GPC's stranded costs and benefits, the proper level of cost recovery, and the proper disposition of any stranded benefits. The GPSC does not have the authority under Georgia law to order retail wheeling or amend the Territorial Act. Oglethorpe and the Members participated in the GPSC staff workshops and are actively monitoring and studying the GPSC proceedings and legislative initiatives in Congress and in other states to take advantage of the experiences of cooperatives and other utilities in other states to protect their interests in any future legislative activities in Georgia.

Under current Georgia law, the Members generally have the exclusive right to provide retail electric service in their respective territories. Since 1973, however, the Territorial Act has permitted limited competition among electric utilities located in Georgia for sales of electricity to certain large commercial or industrial customers. The owner of any new facility may receive electric service from the power supplier of its choice if the facility is located outside of municipal limits and has a connected demand upon initial full operation of 900 kilowatts or more. The Members, with Oglethorpe's support, are actively engaged in competition with other retail electric suppliers for these new commercial and industrial loads. While the competition for 900-kilowatt loads represents only limited competition in Georgia, this competition has given Oglethorpe and the Members the opportunity to develop resources and strategies to operate in an increasingly competitive market.

Oglethorpe has taken several steps to prepare for and adapt to the fundamental changes that have occurred or are likely to occur in the electric utility industry and to reduce the possibility of incurring stranded costs. Most importantly, Oglethorpe completed the Corporate Restructuring and divided itself into separate generation, transmission and system operations companies in order to better serve its Members in a deregulated and competitive environment. (See "General-Corporate Restructuring".) Since 1992, Oglethorpe also has pursued an interest cost reduction program, which has included refinancings and prepayments of various debt issues, and that has provided significant cost savings. (See "Financial Condition-Refinancing Transactions".)

Oglethorpe has also entered into arrangements with power marketers to obtain the value that can be brought by power marketers and to provide for future load requirements without taking all the risk associated with traditional suppliers. (See "Results of Operations-Power Marketer Arrangements".)

Oglethorpe and the Members continue to consider and evaluate a wide array of other potential actions to reduce costs and to maintain their competitiveness in anticipation of future competition. These activities on the part of Oglethorpe and the Members are in various stages of study or preliminary consideration. Many Members are now providing or considering proposals to provide non-traditional products and services such as telecommunications and other services. Depending on the nature of future competition in Georgia, there could be reasons for the Members to

separate their physical distribution business from their energy business, or otherwise restructure their current businesses to operate effectively under retail competition. Oglethorpe continues to seek to identify and evaluate opportunities to reduce the cost of wholesale power to the Members.

Oglethorpe has deferred recognition of certain costs of providing services to the Members and certain income items pursuant to SFAS No. 71, "Accounting for the Effects of Certain Types of Regulation." Note 1 of Notes to Financial Statements sets forth the regulatory assets and liabilities reflected on Oglethorpe's balance sheet as of December 31, 1998. Regulatory assets represent certain costs that are assured to be recoverable by Oglethorpe from the Members in the future through the ratemaking process. Regulatory liabilities represent certain items of income that are being retained by Oglethorpe and that will be applied in the future to reduce Member revenue requirements. (See "General-Rates and Regulation".) In the event that competitive or other factors result in cost recovery practices under which Oglethorpe can no longer apply the provisions of SFAS No. 71, Oglethorpe would be required to eliminate all regulatory assets and liabilities that could not otherwise be recognized as assets and liabilities by businesses in general. In addition, Oglethorpe would be required to determine any impairment to other assets, including plant, and write-down those assets, if impaired, to their fair value.

At this time, Oglethorpe cannot predict the outcome of the various developments that may lead to increased competition in the electric utility industry or the effect of such developments on Oglethorpe or the Members.

DECOMMISSIONING COSTS

The staff of the Securities and Exchange Commission has questioned certain of the current accounting practices of the electric utility industry regarding the recognition, measurement and classification of decommissioning costs for nuclear generating facilities in financial statements of electric utilities. In response to these questions, the Financial Accounting Standards Board has issued an Exposure Draft of a proposed Statement on "Accounting for Certain Liabilities Related to Closure or Removal of Long-Lived Assets". The proposed Statement would require the recognition of the entire obligation for decommissioning at its present value as a liability in the financial statements. Rate-regulated

utilities would also recognize an offsetting asset for differences in the timing of recognition of the costs of decommissioning for financial reporting and ratemaking purposes. Oglethorpe's management does not believe that this proposed Statement would have an adverse effect on results of operations due to its current and future ability to recover decommissioning costs through rates.

Assuming extensions of the respective licenses are not obtained, beginning in years 2014 through 2029, it is expected that Plant Hatch and Plant Vogtle units will begin the decommissioning process. The expected timing of payments for decommissioning costs will extend for a period of 9 to 14 years. Oglethorpe's management does not expect such payments to have an adverse impact on liquidity or capital resources due to available amounts that have been placed in reserves for this purpose.

NEW ACCOUNTING PRONOUNCEMENT

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." The standard requires that all derivative instruments be recognized as assets or liabilities and be measured at fair value. Oglethorpe is required to adopt SFAS No. 133 by January 1, 2000. Oglethorpe is currently assessing the impact that adoption of SFAS No. 133 will have on results of operations and financial condition and is undecided as to the date the standard will be adopted.

INFLATION

As with utilities generally, inflation has the effect of increasing the cost of Oglethorpe's operations and construction program. Operating and construction costs have been less affected by inflation over the last few years because rates of inflation have been relatively low.

YEAR 2000

BACKGROUND. The Year 2000 issue, which is common to most corporations, concerns the ability of certain hardware, software, databases and other devices that use microprocessors to properly recognize date sensitive information related to the Year 2000 and thereafter. Oglethorpe is heavily dependent upon complex computer systems for all phases of power supply operations. Oglethorpe's operations include both information technology (IT) systems, such as billing systems, financial accounting systems, and human resource/payroll systems, as well as non-IT systems that may have embedded microprocessors, such as those relating to operations of Rocky Mountain, generation substations and Oglethorpe's headquarters facilities.

Management recognizes the seriousness of the Year 2000 issue and believes it has dedicated adequate resources to address the issue. Oglethorpe's Senior Vice President and Chief Financial Officer is in charge of its Year 2000 program, and he reports directly to Oglethorpe's President and Chief Executive Officer. As part of its business alliance with Oglethorpe, Intellisource is providing administration of Oglethorpe's Year 2000 program. Oglethorpe's Board of Directors and its audit committee are monitoring this issue through periodic updates from project management.

PROJECT PHASES. Oglethorpe has developed and is implementing a detailed strategy to prevent any material disruption to operations.

Phase I began in April 1997 and included an inventory and assessment of potential Year 2000 problems in its systems. Substantially all IT and non-IT systems have been inventoried and assessed. Oglethorpe has not yet completed an inventory and assessment on its systems at Rocky Mountain. Oglethorpe expects to complete inventory and assessment of these systems in the second quarter of 1999.

Phase II began in the fall of 1997 and includes remediation and testing of all inventoried IT and non-IT systems. Remediation and testing efforts for all inventoried internally developed systems applications have been completed. Financial accounting systems, procurement and materials management systems and human resource/payroll systems are externally developed and supported. None of these systems is Year 2000 ready. Oglethorpe is replacing most of its financial accounting system modules and is retaining and upgrading one module. Oglethorpe expects its financial accounting systems to be Year 2000 ready by the fourth quarter of 1999. Oglethorpe is replacing its procurement and materials management systems and expects to complete this remediation in the second quarter of 1999. Oglethorpe is upgrading its human resource/payroll systems and expects to complete this remediation in the third quarter of 1999. Remediation and testing efforts for systems at Rocky Mountain are expected to be completed by the third quarter of 1999.

Phase III began recently and includes contingency planning, an assessment of Year 2000 readiness of material third parties and verification that all material systems were properly inventoried, remediated and tested in Phases I and II. This phase will be on-going throughout 1999.

RELATIONSHIPS WITH THIRD PARTIES. GTC and GSOC have implemented detailed strategies to ensure Year 2000 readiness of the systems utilized in their transmission and systems control operations. The Year 2000 readiness plans for Oglethorpe, GTC and GSOC were jointly developed and are being implemented on the same schedule, as described above.

Oglethorpe has gathered information from the Members regarding their Year 2000 readiness. Based on this information, Oglethorpe will implement a follow-up program to monitor the Members' Year 2000 readiness and will further assess any impact on Oglethorpe's risks and contingency planning. Oglethorpe expects to complete the information gathering process from the Members by September 30. During 1998, Georgia Electric Membership Corporation (the Members' trade association) and Intellisource conducted workshops for the Members and assisted some Members in their Year 2000 planning by providing information for their use in this process.

All of Oglethorpe's co-owned generating plants, except Rocky Mountain, are operated by GPC on behalf of itself as a co-owner and as agent for the other co-owners. Year 2000 remediation and testing on all generation plants which are operated by GPC are being performed by GPC's parent company, Southern Company (Southern). Southern estimates that total costs related to this project at the GPC-operated plants will be approximately $38 million, of which approximately $4.5 million is expected to be billed to Oglethorpe based on its ownership share of these generation plants. To date, Oglethorpe has paid approximately $3.2 million for this project. Remaining costs will be expensed primarily in 1999. Southern reports that its Year 2000 program for the Georgia-based generating plants is scheduled to be completed by June 1999. Southern is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports and other information with the Securities and Exchange Commission.

During Phase III of its program, Oglethorpe plans to assess the Year 2000 readiness of other significant third parties, including power marketers (such as LEM and Morgan Stanley), other utilities and vendors of materials and services. Oglethorpe has identified over 400 such third parties, and is in the process of prioritizing the parties from which Oglethorpe will require Year 2000 information. Oglethorpe expects to begin requesting information from these third parties in March 1999. This information will allow Oglethorpe to perform contingency planning, including assessing the need to identify alternative vendors. Oglethorpe may not be able to identify all third parties' Year 2000 problems, and may not be able to develop adequate contingency plans if third parties do not correct their Year 2000 problems.

PROJECT COSTS. In addition to the $4.5 million expected to be paid to GPC, Oglethorpe currently estimates costs of approximately $370,000 to upgrade its internal systems, including those relating to Rocky Mountain. To date, Oglethorpe has spent approximately $270,000 of the estimated $370,000 on this effort. In addition, Oglethorpe is upgrading or replacing its externally developed financial accounting, procurement and materials management, and human resource/payroll systems to improve functionality and to avoid Year 2000 remediation efforts on those systems, at an estimated cost of approximately $4.0 million, of which $300,000 has been spent. Oglethorpe's policy is to expense as incurred the maintenance and modification costs of existing software, including those associated with the Year 2000 project, and to capitalize and amortize over its useful life the cost of new software. These costs are estimates, and actual costs could be higher.

Oglethorpe plans to pay for Year 2000 costs with general corporate funds. Year 2000 costs are being recovered from the Members through Oglethorpe's rates.

RISK ASSESSMENT. Oglethorpe has implemented a detailed process to minimize the possibility of power supply interruptions related to Year 2000 challenges and expects its IT and non-IT systems to be Year 2000 ready by December 31, 1999. The most reasonably likely worst case scenario would be service interruptions to Oglethorpe's Members or the Members' retail consumers. These scenarios include the

loss of a generating unit or a source of purchased power, or a disruption in transmission or distribution services by GTC or the Members. Because Oglethorpe is taking prudent steps to prepare for the Year 2000 challenges, it expects any interruptions in power supply to be isolated and short in duration. However, because of material relationships with third parties, it is too early to fully assess the possibility of service interruptions to the ultimate retail consumers.

There is also risk to the Members of billing and other business system failures and of some reduction in net margin caused by interruptions in service and reduced electrical demand by consumers because of their Year 2000 issues. Oglethorpe has not fully assessed the impact of these risks on its financial condition or results of operations.

Actual results, costs, risks, or worst case scenarios related to Year 2000 issues may materially differ from those that Oglethorpe expects or estimates. Factors that might cause material differences include, but are not limited to, Oglethorpe's ability to locate and correct all microprocessors that are not Year 2000 ready, the readiness of third parties, and Oglethorpe's ability to develop adequate contingency plans to respond to foreseen or unforeseen Year 2000 problems.

CONTINGENCY PLANNING. Oglethorpe recently began developing contingency plans for its IT and non-IT systems. The contingency plans will also focus on non-compliance by material third parties and assess the need to identify alternative vendors and the need to increase inventory of materials and supplies. The contingency plans are expected to be in place by June 30, 1999 and will continue to be evaluated and implemented throughout 1999. The goal of the contingency planning process is to keep any service interruptions to a minimum and of short duration and to avoid disruptions in its billing or other management processes. Oglethorpe may incur additional costs as a result of its contingency plans.

FORWARD-LOOKING STATEMENTS AND ASSOCIATED RISKS

This Annual Report on Form 10-K contains forward-looking statements, including statements regarding, among other items, (i) anticipated trends in Oglethorpe's business, (ii) Oglethorpe's future power supply resources and arrangements, (iii) disclosures regarding market risk included in Item 7A, and (iv) other management issues such as the Year 2000 issue. These forward-looking statements are based largely on Oglethorpe's current expectations and are subject to a number of risks and uncertainties, certain of which are beyond Oglethorpe's control. For certain factors that could cause actual results to differ materially from those anticipated by these forward-looking statements, see "Competition" and "Year 2000" herein and "CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY" In ITEM 1. In light of these risks and uncertainties, there can be no assurance that events anticipated by the forward-looking statements contained in this Annual Report will in fact transpire.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Oglethorpe is exposed to market risk, including changes in interest rates, in the value of equity securities and in the market price of electricity. Oglethorpe's use of derivative financial or commodity instruments is for the purpose of mitigating business risks and is not for trading purposes.

INTEREST RATE RISK

Oglethorpe is exposed to the risk of changes in interest rates due to the significant amount of financing obligations it has entered into, including fixed and variable rate debt and interest rate swap transactions. Oglethorpe's objective in managing interest rate risk is to maintain a balance of fixed and variable rate debt that will lower its overall borrowing costs within reasonable risk parameters. Currently, interest rate swaps are used to convert a portion of Oglethorpe's debt portfolio from a variable rate to a fixed rate.

The table below details Oglethorpe's debt instruments and provides the outstanding balance at the beginning and end of each year, annual principal maturities, average interest rates for debt outstanding at the beginning of each year, fair value of debt at December 31, 1998, and for interest rate swaps, the contractual fixed rate of interest achieved through these transactions.

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(dollars in thousands)

	Fair Value	Cost				
	1998	1999	2000	2001	2002	2003
FIXED RATE DEBT						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Beginning of year		$2,593,878	$2,510,346	$2,419,351	$2,321,527	$2,219,055
Maturities		(83,532)	(90,995)	(97,824)	(102,472)	(159,370)
End of year	$2,957,828	$2,510,346	$2,419,351	$2,321,527	$2,219,055	$2,059,685

Average interest rate		6.49%	6.50%	6.51%	6.53%	6.44%
VARIABLE RATE DEBT						
Beginning of year		$ 407,822	$ 403,368	$ 398,868	$ 394,326	$ 389,745
Maturities		(4,454)	(4,500)	(4,542)	(4,581)	(50,693)
End of year	$ 407,822	$ 403,368	$ 398,868	$ 394,326	$ 389,745	$ 339,052
Average interest rate		4.20%	4.19%	4.17%	4.16%	3.59%
INTEREST RATE SWAPS *						
Beginning of year		$ 266,172	$ 264,168	$ 260,148	$ 256,000	$ 251,419
Maturities		(2,004)	(4,020)	(4,148)	(4,581)	(4,884)
End of year	$ 315,521	$ 264,168	$ 260,148	$ 256,000	$ 251,419	$ 246,535
Fixed Swap rate		5.80%	5.80%	5.80%	5.80%	5.80%
* Interest Rate Swap						
Unrealized Loss	$ (49,350)					

</TABLE>

INTEREST RATE SWAP TRANSACTIONS

To refinance high-interest rate PCBs, Oglethorpe entered into two interest rate swap transactions with a swap counterparty, AIG Financial Products Corp. ("AIG-FP"), which were designed to create a

contractual fixed rate of interest on $322 million of variable rate PCBs. These transactions were entered into in early 1993 on a forward basis, pursuant to which approximately $200 million of variable rate PCBs were issued on November 30, 1993 and approximately $122 million of variable rate PCBs were issued on December 1, 1994. Oglethorpe is obligated to pay the variable interest rate that accrues on these PCBs; however, the swap arrangements provide a mechanism for Oglethorpe to achieve a contractual fixed rate which is lower than Oglethorpe would have obtained had it issued fixed rate bonds. Oglethorpe's use of interest rate derivatives is currently limited to these two swap transactions.

In connection with GTC's assumption of liability on a portion of the PCBs pursuant to the Corporate Restructuring, commencing April 1, 1997, GTC assumed and agreed to pay 16.86% of any amounts due from Oglethorpe under these swap arrangements, including the net swap payments and termination payments described below. Should GTC fail to make such payments under the assumption, Oglethorpe remains obligated for the full amount of such payments.

Under the swap arrangements, Oglethorpe is obligated to make periodic payments to AIG-FP based on a notional principal amount equal to the aggregate principal amount of the bonds outstanding during the period and a contractual fixed rate ("Fixed Rate"), and AIG-FP is obligated to make periodic payments to Oglethorpe based on a notional principal amount equal to the aggregate principal amount of the bonds outstanding during the period and a variable rate equal to the variable rate of interest accruing on the bonds during the period ("Variable Rate"). These payment obligations are netted, such that if the Variable Rate is less than the Fixed Rate, Oglethorpe makes a net payment to AIG-FP. Likewise, if the Variable Rate is higher than the Fixed Rate, Oglethorpe receives a net payment from AIG-FP. Thus, although changes in the Variable Rate affect whether Oglethorpe is obligated to make payments to AIG-FP or is entitled to receive payments from AIG-FP, the effective interest rate Oglethorpe pays with respect to the PCBs is not affected by changes in interest rates. The Fixed Rate for the $200 million of variable rate bonds issued in 1993 is 5.67% and the Fixed Rate for the $122 million of variable rate bonds issued in 1994 is 6.01%. At December 31, 1998, both bond issues underlying the swaps carried a variable rate of interest of 3.85%. For the three years ended December 31, 1996, 1997 and 1998, Oglethorpe has made in connection with both interest rate swap arrangements combined net swap payments to AIG-FP (net of amounts assumed by GTC) of $8.2 million, $6.4 million and $6.3 million, respectively.

The swap arrangements extend for the life of these PCBs. If the swap arrangements were to be terminated while the PCBs are still outstanding, Oglethorpe or AIG-FP may owe the other party a termination payment depending on a number of factors, including whether the fixed rate then being offered under comparable swap arrangements is higher or lower than the Fixed Rate. Under the

terms of the swap agreements, AIG-FP has limited rights to terminate the swaps only upon the occurrence of specified events of default or a reduction in ratings on Oglethorpe's PCBs, without credit enhancement, to a level that is below investment grade. Oglethorpe estimates that its maximum aggregate liability (net of GTC's assumed percentage) for termination payments under both swap arrangements had such payments been due on December 31, 1998 would have been approximately $49.4 million.

SCHERER UNIT NO. 2 CAPITAL LEASE

In December 1985, Oglethorpe sold and subsequently leased back from four purchasers its 60% undivided ownership interest in Scherer Unit No. 2. The capital leases provide that Oglethorpe's rental payments vary to the extent of interest rate changes associated with the debt used by the lessors to finance their purchase of undivided ownership shares in the unit. The debt currently consists of $224,702,000 in serial facility bonds due June 30, 2011 with a 6.97% fixed rate of interest.

EQUITY PRICE RISK

Oglethorpe maintains trust funds, as required by the NRC, to fund certain costs of nuclear

decommissioning. (See Note 1(g) of Notes to Financial Statements in Item 8.) As of December 31, 1998, these funds were invested primarily in domestic equity securities, U.S. Government and corporate debt securities and asset-backed securities. By maintaining a portfolio that includes long-term equity investments, Oglethorpe intends to maximize the returns to be utilized to fund nuclear decommissioning, which in the long-term will better correlate to inflationary increases in decommissioning costs. However, the equity securities included in Oglethorpe's portfolio are exposed to price fluctuation in equity markets. A 10% decline in the value of the fund's equity securities as of December 31, 1998 would result in a loss of value to the fund of $6.1 million. Oglethorpe actively monitors its portfolio by benchmarking the performance of its investments against certain indexes and by maintaining, and periodically reviewing, established target allocation percentages of the assets in its trusts to various investment options. Because realized and unrealized gains and losses from investment securities held in the decommissioning fund are directly added to or deducted from the decommissioning reserve, fluctuations in equity prices or interest rates do not affect Oglethorpe's net margin in the short-term.

COMMODITY PRICE RISK

The market price of electricity is subject to price volatility associated with changes in supply and demand in electricity markets. Oglethorpe's exposure to electricity price risk relates to managing the supply of energy to the Members. To secure a firm supply of electricity and to limit price volatility associated with electricity purchases, Oglethorpe has taken several actions. Oglethorpe supplies substantially all of the Member's requirements from a combination of owned and leased generating plants and power purchased under long-term contracts with other power suppliers and power marketers. Therefore, only a small percentage of Oglethorpe's requirements is purchased in the short-term market, and further only a small portion of these requirements is covered by derivative commodity instruments. Oglethorpe's market price risk exposure on these instruments is not material. (See "OGLETHORPE POWER CORPORATION-Electric Rates" and "MEMBER REQUIREMENTS AND POWER SUPPLY RESOURCES" in Item 1.)

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO FINANCIAL STATEMENTS

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STATEMENTS OF REVENUES AND EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 1998, 1997 AND 1996

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	(dollars in thousands) 1998	1997	1996
Operating revenues (Note 1):			
<S>	<C>	<C>	<C>
Sales to Members	$ 1,095,904	$ 1,000,319	$ 1,023,094
Sales to non-Members	48,263	47,533	78,343
Total operating revenues	1,144,167	1,047,852	1,101,437
Operating expenses:			
Fuel	191,399	206,315	206,524
Production	198,378	181,923	173,497
Purchased power (Note 9)	387,662	266,875	229,089
Depreciation and amortization	124,074	126,730	163,130
Income taxes (Note 3)	-	-	-
Other operating expenses	-	6,334	46,448
Total operating expenses	901,513	788,177	818,688
Operating margin	242,654	259,675	282,749
Other income (expense):			
Investment income	27,767	29,303	23,485
Amortization of deferred gains (Notes 1 and 4)	2,486	2,441	2,341
Amortization of net benefit of sale of income tax benefits (Note 1)	11,195	11,195	8,054
Amortization of deferred margins (Note 1)	-	-	32,047
Allowance for equity funds used during construction (Note 1)	158	157	238
Other	687	3,550	(831)
Total other income	42,293	46,646	65,334
Interest charges:			
Interest on long-term debt and capital leases	236,692	261,290	308,013
Other interest	12,086	13,845	10,006
Allowance for debt funds used during construction (Note 1)	(1,679)	(1,674)	(2,576)
Amortization of debt discount and expense	16,768	10,455	10,888
Net interest charges	263,867	283,916	326,331
Net margin	21,080	22,405	21,752
Net change in unrealized gain on available-for-sale securities	1,112	738	(4,414)

Comprehensive margin	$ 22,192	$ 23,143	$ 17,338

</TABLE>

STATEMENTS OF PATRONAGE CAPITAL
FOR THE YEARS ENDED DECEMBER 31, 1998, 1997 AND 1996

<TABLE>
<CAPTION>

	(dollars in thousands) 1998	1997	1996
<S> <C>	<C>	<C>	<C>
Patronage capital and membership fees - beginning of year (Note 1)	$ 330,509	$ 356,229	$ 338,891
Comprehensive margin	22,192	23,143	17,338
Special patronage capital distribution (Note 11)	-	(48,863)	-
Patronage capital and membership fees-end of year	$ 352,701	$ 330,509	$ 356,229

</TABLE>

The accompanying notes are an integral part of these financial statements.

BALANCE SHEETS

DECEMBER 31, 1998 AND 1997
<TABLE>
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ASSETS	(dollars in thousands) 1998	1997
Electric plant (Notes 1, 4 and 6):		
<S>	<C>	<C>
In service	$ 4,856,174	$ 4,910,067
Less: Accumulated provision for depreciation	(1,510,888)	(1,412,287)
	3,345,286	3,497,780
Nuclear fuel, at amortized cost	84,418	90,424
Construction work in progress	20,948	13,578
	3,450,652	3,601,782
Investments and funds (Notes 1 and 2):		
Decommissioning fund, at market	122,094	105,817
Deposit on Rocky Mountain transactions, at cost	55,755	52,176
Bond, reserve and construction funds, at market	32,909	33,161
Investment in associated companies, at cost	16,231	15,940
Other, at cost	3,326	3,858
	230,315	210,952
Current assets:		
Cash and temporary cash investments, at cost (Note 1)	106,235	63,215
Other short-term investments, at market	73,356	97,021
Receivables	110,919	105,894
Inventories, at average cost (Note 1)	76,783	65,528
Notes receivable (Note 5)	45,151	881
Prepayments and other current assets	21,395	12,530
	433,839	345,069
Deferred charges:		
Premium and loss on reacquired debt, being		

amortized (Note 5)	206,729	196,583
Deferred amortization of Scherer leasehold (Note 4)	99,297	96,303
Discontinued projects, being amortized (Note 1)	36,203	5,947
Deferred debt expense, being amortized	15,825	15,345
Other (Note 1)	33,405	37,876
	391,459	352,054
	$ 4,506,265	$ 4,509,857

</TABLE>

The accompanying notes are an integral part of these financial statements.

<TABLE>
<CAPTION>

EQUITY AND LIABILITIES	(dollars in thousands) 1998	1997
<S>	<C>	<C>
Capitalization (see accompanying statements):		
Patronage capital and membership fees (Note 1)	$ 352,701	$ 330,509
Long-term debt	3,177,883	3,258,046
Obligation under capital leases (Note 4)	282,299	288,638
Obligation under Rocky Mountain transactions (Note 1)	55,755	52,176
	3,868,638	3,929,369
Current liabilities:		
Long-term debt and capital leases due within one year (Note 5)	97,475	89,556
Accounts payable	46,676	51,103
Notes payable (Note 5)	50,986	-
Accrued interest	10,074	12,961
Other current liabilities	18,115	8,945
	223,326	162,565
Deferred credits and other liabilities:		
Gain on sale of plant, being amortized (Note 4)	58,282	60,756
Net benefit of sale of income tax benefits, being amortized (Note 1)	26,030	34,039
Net benefit of Rocky Mountain transactions, being amortized (Note 1)	89,189	92,375
Accumulated deferred income taxes (Note 3)	63,203	63,117
Decommissioning reserve (Note 1)	156,021	142,354
Other	21,576	25,282
	414,301	417,923
Commitments and Contingencies (Notes 4 and 9)		
	$ 4,506,265	$ 4,509,857

</TABLE>

STATEMENTS OF CAPITALIZATION

DECEMBER 31, 1998 AND 1997

<TABLE>

<CAPTION>

	(dollars in thousands) 1998	1997
<S>	<C>	<C>
Long-term debt (Note 5):		
Mortgage notes payable to the Federal Financing Bank (FFB) at interest rates varying from 4.66% to 8.43% (average rate of 6.55% at December 31, 1998) due in quarterly installments through 2023	$ 2,383,468	$ 2,456,300
Mortgage notes payable to the Rural Utilities Service (RUS) at an interest rate of 5% due in monthly installments through 2021	14,133	14,499
Mortgage notes issued in conjunction with the sale by public authorities of pollution control revenue bonds (PCBs):		
* Series 1992A Serial bonds, 5.55% to 6.80%, due serially from 1999 through 2012	119,360^^	124,690^^
* Series 1993 Serial bonds, 3.95% to 5.25%, due serially from 1999 through 2013	35,480^^	36,380^^
* Series 1993A Adjustable tender bonds, 3.85%, due 1999 through 2016	197,425^^	199,690^^
* Series 1993B Serial bonds, 3.95% to 5.05%, due serially from 1999 through 2008	120,445^^	126,935^^
* Series 1994 Serial bonds, 5.70% to 7.125%, due serially from 1999 through 2015	9,685^^	10,035^^
Term bonds, 7.15% due 2016 to 2021	11,550^^	11,550^^
* Series 1994A Adjustable tender bonds, 3.85%, due 2000 to 2019	122,740^^	122,740^^
* Series 1994B Serial bonds, 5.70% to 6.45%, due serially from 1999 through 2005	10,590^^	11,140^^
* Series 1997A Adjustable tender bonds, 3.40% to May 1999, due 2018	5,330^^	5,330^^
* Series 1997B Term bonds, 3.80% due May 1998	--	216,925^^
* Series 1997C Adjustable tender bonds, 3.40% to May 1999, due 2018	9,305^^	9,305^^
* Series 1998A Adjustable tender bonds, variable rates 2.95% to 3.45%, due 2019	116,925^^	--
* Series 1998B Adjustable tender bonds, variable rates 2.95% to 3.35%, due 2019	100,000^^	--
Unsecured notes issued in conjunction with the sale by public authorities of pollution control revenue bonds:		
* Series 1996 Adjustable tender bonds, 3.45% to May 1999, due in 2017	37,885	37,885
* Series 1998A Adjustable tender bonds, 3.50% to May 1999, due 2019	5,615^^	--
* Series 1998C Adjustable tender bonds, 3.50% to May 1999, due 2019	10,570^^	--
CoBank, ACB notes payable:		
* Headquarters mortgage note payable: fixed at 6.47% through January 1999, due in quarterly installments through January 1, 2009	3,990	4,380
* Transmission mortgage note payable: fixed at 6.71% through February 1999; due in bi-monthly installments through November 1, 2018	1,822	1,844
* Transmission mortgage note payable: fixed at 6.71% to March 1999; due in bi-monthly installments through September 1, 2019	6,987	7,060
* Medium-term loan, variable at 5.61% to 6.39%, due at various maturities through September 1999, due March 31, 2003	46,065	--
National Rural Utilities Cooperative Finance Corporation notes payable:		
* Medium-term loan fixed at 6.575%, due March 31, 2003	46,065	--
Commercial Paper, 5.84% to 6.15%, due at various maturities through February 1998	--	91,992
	3,415,435	3,488,680
^^Less: Portion (16.86%) of PCBs assumed by Georgia Transmission Corporation	(147,563)	(147,513)
Total long-term debt, net	3,267,872	3,341,167
Less:Long-term debt due within one year	(89,989)	(83,121)
Total long-term debt, excluding amount due within one year	3,177,883	3,258,046
Obligation under capital leases, long-term (Note 4)	282,299	288,638
Obligation under Rocky Mountain transactions, long-term (Note 1)	55,755	52,176
Patronage capital and membership fees (Note 1)	352,701	330,509
Total capitalization	$ 3,868,638	$ 3,929,369

</TABLE>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 1998, 1997 AND 1996

<TABLE>
<CAPTION>

(dollars in thousands)

	1998	1997	1996
Cash flows from operating activities:			
<S>	<C>	<C>	<C>
Net margin	$ 21,080	$ 22,405	$ 21,752
Adjustments to reconcile net margin to net cash provided by operating activities:			
Depreciation and amortization	182,343	171,573	196,593
Net benefit of Rocky Mountain transactions	-	21,673	70,701
Interest on decommissioning reserve	9,716	12,113	7,167
Amortization of deferred gains	(2,486)	(2,441)	(2,341)
Deferred margins and amortization of deferred margins	-	-	(32,047)
Amortization of net benefit of sale of income tax benefits	(11,195)	(11,195)	(8,145)
Allowance for equity funds used during construction	(158)	(157)	(238)
Deferred income taxes	86	1,132	(3,525)
Option payment on power swap agreement	-	(2,042)	(3,750)
Other	(4,171)	779	(13)
Change in net current assets, excluding long-term debt due within one year and deferred margins to be refunded within one year:			
Receivables	(5,025)	7,249	(13,884)
Inventories	(11,255)	15,316	(6,875)
Prepayments and other current assets	(8,865)	2,025	(299)
Accounts payable	(4,427)	8,797	(5,964)
Accrued interest	(2,887)	(2,850)	(75,165)
Accrued and withheld taxes	(302)	(4,423)	3,155
Other current liabilities	9,472	2,903	(3,985)
Total adjustments	150,846	220,452	121,385
Net cash provided by operating activities	171,926	242,857	143,137
Cash flows from investing activities:			
Property additions	(43,904)	(63,527)	(93,704)
Activity in decommissioning fund - Purchases	(504,720)	(435,799)	(327,233)
- Proceeds	490,450	419,930	316,542
Activity in bond, reserve and construction funds - Purchases	-	(35,646)	(107,890)
- Proceeds	893	57,035	109,230
Decrease (increase) in other short-term investments	24,137	(5,380)	(15,532)
Decrease (increase) in investment in associated organizations	(291)	(561)	474
Decrease (increase) in notes receivable	60	(734)	153
Net cash received in Corporate Restructuring (Note 11)	-	24,540	-
Net cash used in investing activities	(33,375)	(40,142)	(117,960)
Cash flows from financing activities:			
Debt proceeds, net	6,024	5,671	2,243
Debt payments	(86,889)	(229,242)	(95,367)
Premium paid on refinancing of debt	(24,041)	-	-
Increase in notes payable (Note 5)	50,986	-	-
Increase in note receivable under interim financing agreement (Note 5)	(44,330)	-	-
Special patronage capital distribution	-	(48,863)	-
Other	2,719	151	(421)
Net cash used in financing activities	(95,531)	(272,283)	(93,545)
Net increase (decrease) in cash and temporary cash investments	43,020	(69,568)	(68,368)
Cash and temporary cash investments at beginning of year	63,215	132,783	201,151
Cash and temporary cash investments at end of year	$106,235	$ 63,215	$132,783
Cash paid for:			
Interest (net of amounts capitalized)	$240,270	$277,294	$383,440
Income taxes	-	830	-

</TABLE>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 1998, 1997 AND 1996

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

a. BUSINESS DESCRIPTION

Oglethorpe Power Corporation (Oglethorpe) is an electric membership corporation incorporated in 1974 and headquartered in suburban Atlanta. Oglethorpe provides wholesale electric service, on a not-for-profit basis, to 39 of Georgia's 42 Electric Membership Corporations (EMCs). These 39 electric distribution cooperatives (Members) in turn distribute energy on a retail basis to approximately 2.9 million people across two-thirds of the State. Oglethorpe is the nation's largest electric cooperative in terms of operating revenues, assets, kilowatt-hour sales and, through its Members, consumers served.

Oglethorpe owns or leases undivided interests in thirteen generating units totaling 3,335 megawatts (MW) of capacity. Oglethorpe also purchases a total of 1,000 MW of power pursuant to power purchase agreements.

Oglethorpe and the Members completed a corporate restructuring (the Corporate Restructuring) in 1997, in which Oglethorpe was divided into three separate operating companies. Oglethorpe's transmission business was sold to and is now owned and operated by Georgia Transmission Corporation (GTC). Oglethorpe's system operations business was sold to and is now owned and operated by Georgia System Operations Corporation (GSOC). Oglethorpe continues to own and operate its power supply business. For more information regarding the Corporate Restructuring, see Note 11.

b. BASIS OF ACCOUNTING

Oglethorpe follows generally accepted accounting principles and the practices prescribed in the Uniform System of Accounts of the Federal Energy Regulatory Commission (FERC) as modified and adopted by the Rural Utilities Service (RUS).

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of December 31, 1998 and 1997 and the reported amounts of revenues and expenses for each of the three years ending December 31, 1998. Actual results could differ from those estimates.

c. PATRONAGE CAPITAL AND MEMBERSHIP FEES

Oglethorpe is organized and operates as a cooperative. The Members paid a total of $195 in membership fees. Patronage capital is the retained net margin of Oglethorpe. As provided in the bylaws, any excess of revenue over expenditures from operations is treated as advances of capital by the Members and is allocated to each of them on the basis of their electricity purchases from Oglethorpe.

Any distributions of patronage capital are subject to the discretion of the Board of Directors, subject to Mortgage Indenture requirements. Under the Mortgage Indenture, Oglethorpe is prohibited from making any distribution of patronage capital to the Members if, at the time thereof or giving effect thereto, (i) an event of default exists under the Mortgage Indenture, (ii) Oglethorpe's equity as of the end of the immediately preceding fiscal quarter is less than 20% of Oglethorpe's total capitalization, or (iii) the aggregate amount expended for distributions on or after the date on which Oglethorpe's equity first reaches 20% of Oglethorpe's total capitalization exceeds 35% of Oglethorpe's aggregate net margins earned after such date. This last restriction, however will not apply if, after giving effect to such distribution, Oglethorpe's equity as of the end of the immediately preceding fiscal quarter is not less than 30% of Oglethorpe's total capitalization.

d. MARGIN POLICY

For 1998 and 1997 under the Mortgage Indenture, Oglethorpe was required to produce a Margins for Interest (MFI) Ratio of at least 1.10. Under Oglethorpe's prior RUS mortgage, Oglethorpe's margin policy was based on the provision of a Times Interest Earned Ratio (TIER) established annually by the Oglethorpe Board of Directors. Pursuant to this policy, the annual net margin goal for 1996 was the amount required to produce a TIER of 1.07.

The Oglethorpe Board of Directors adopted resolutions annually requiring that Oglethorpe's net margins for the years 1985 through 1995 in excess of its annual margin goals be deferred and used to mitigate rate increases associated with Plant Vogtle and Rocky Mountain Pumped Storage Hydroelectric Project (Rocky Mountain). Pursuant to rate actions by Oglethorpe's Board of Directors, specified amounts of deferred margins were returned in 1989 through 1995 and all remaining amounts were returned in 1996.

e. OPERATING REVENUES

Operating revenues consist primarily of electricity sales pursuant to long-term wholesale power contracts which Oglethorpe maintains with each of its Members. These wholesale power contracts obligate each Member to pay Oglethorpe for capacity and energy furnished in accordance with rates established by Oglethorpe. Energy furnished is determined based on meter readings which are conducted at the end of each month. Actual energy costs are compared, on a monthly basis, to the billed energy costs, and an adjustment to revenues is made such that energy revenues are equal to actual energy costs.

Revenues from Cobb EMC and Jackson EMC, two of Oglethorpe's Members, accounted for 12.8% and 11.4% in 1998, 12.8% and 11.7% in 1997, and 12.5% and 11.2% in 1996, respectively, of Oglethorpe's total operating revenues.

f. NUCLEAR FUEL COST

The cost of nuclear fuel, including a provision for the disposal of spent fuel, is being amortized to fuel expense based on usage. The total nuclear fuel expense for 1998, 1997 and 1996 amounted to $46,751,000, $47,123,000 and $49,298,000, respectively.

Contracts with the U.S. Department of Energy (DOE) have been executed to provide for the permanent disposal of spent nuclear fuel for the life of Plant Hatch and Plant Vogtle. DOE failed to begin disposing of spent fuel in January 1998 as required by the contracts, and Georgia Power Company (GPC), as agent for the co-owners of the plants, is pursuing legal remedies against DOE for breach of contract. The Plant Hatch spent fuel storage is expected to be sufficient into 2003. The Plant Vogtle spent fuel storage is expected to be sufficient into 2017. Plant Vogtle's spent fuel storage capacity includes the installation in 1998 of additional rack capacity. Activities for adding dry cask storage capacity at Plant Hatch by as early as 1999 are in progress.

The Energy Policy Act of 1992 required that utilities with nuclear plants be assessed over a 15-year period an amount which will be used by DOE for the decontamination and decommissioning of its nuclear fuel enrichment facilities. The amount of each utility's assessment was based on its past purchases of nuclear fuel enrichment services from DOE. Based on its ownership in Plants Hatch and Vogtle, Oglethorpe has a remaining nuclear fuel asset of approximately $12,200,000, which is being amortized to nuclear fuel expense over the next 10 years. Oglethorpe has also recorded an obligation to DOE which approximated $9,400,000 at December 31, 1998.

g. NUCLEAR DECOMMISSIONING

Oglethorpe's portion of the costs of decommissioning co-owned nuclear facilities is estimated as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	Hatch Unit No.1	Hatch Unit No.2	Vogle Unit No.1	Vogle Unit No.2
Year of site study	1998	1998	1998	1998
<S>	<C>	<C>	<C>	<C>
Expected start date of decommissioning	2014	2018	2027	2029
Decommissioning cost:				
Discounted	$ 109,000	$133,000	$ 107,000	$130,000
Undiscounted	200,000	280,000	309,000	404,000

</TABLE>

The decommissioning cost estimates are based on prompt dismantlement and removal of the plant from service. The actual decommissioning costs may vary from the above estimates because of changes in the assumed date of decommissioning, changes in regulatory requirements, changes in technology, and changes in costs of labor, materials and equipment.

The annual provision, based on the 1994 site study, for decommissioning for 1998, 1997 and 1996 was $2,597,000, $2,597,000 and $2,597,000, respectively. In developing the amount of the annual provision for 1997 and 1998, the escalation rate was assumed to be 2.72% and return on trust assets was

assumed to be 8%. The 1998 site study was utilized in developing the annual provision for 1999 and subsequent years. Oglethorpe accounts for this provision for decommissioning as depreciation expense with an offsetting credit to a decommissioning reserve. Oglethorpe's management is of the opinion that any changes in cost estimates of decommissioning can be recovered in future rates.

In compliance with a Nuclear Regulatory Commission (NRC) regulation, Oglethorpe maintains an external trust fund to provide for a portion of the cost of decommissioning its nuclear facilities. The NRC regulation requires funding levels based on average expected cost to decommission only the radioactive portions of a typical nuclear facility. Oglethorpe's decommissioning reserve reflects its obligation to decommission both the radioactive and most of the non-radioactive portions of its nuclear facilities.

Realized investment earnings from the external trust fund, while increasing the fund and interest income, also are applied to the decommissioning reserve and charged to interest expense. Interest income earned from the external trust fund is offset by the recognition of interest expense such that there is no effect on Oglethorpe's net margin.

h. DEPRECIATION

Depreciation is computed on additions when they are placed in service using the composite straight-line method. Annual depreciation rates in effect in 1998, 1997 and 1996 were as follows:

<TABLE>
<CAPTION>

	1998	1997	1996
<S>	<C>	<C>	<C>
Steam production	2.14%	2.13%	2.13%
Nuclear production	2.77%	2.74%	2.73%
Hydro production	2.00%	2.00%	2.00%
Other production	3.75%	3.75%	3.75%
Transmission	2.75%	2.75%	2.75%
Distribution	-	2.88%	2.88%
General	2.00-20.00%	2.00-20.00%	2.00-20.00%

</TABLE>

i. ELECTRIC PLANT

Electric plant is stated at original cost, which is the cost of the plant when first dedicated to public service, plus the cost of any subsequent additions. Cost includes an allowance for the cost of equity and debt funds used during construction. The cost of equity and debt funds is calculated at the embedded cost of all such funds.

Maintenance and repairs of property and replacements and renewals of items determined to be less than units of property are charged to expense. Replacements and renewals of items considered to be units of property are charged to the plant accounts. At the time properties are disposed of, the original cost, plus cost of removal, less salvage of such property, is charged to the accumulated provision for depreciation.

j. BOND, RESERVE AND CONSTRUCTION FUNDS

Bond, reserve and construction funds for pollution control revenue bonds (PCBs) are maintained as required by Oglethorpe's bond agreements. Bond funds serve as payment clearing accounts, reserve funds maintain amounts equal to the maximum annual debt service of each bond issue and construction funds hold bond proceeds for which construction expenditures have not yet been made. As of December 31, 1998 and 1997, substantially all of the funds were invested in U.S. Government securities.

k. CASH AND TEMPORARY CASH INVESTMENTS

Oglethorpe considers all temporary cash investments purchased with a maturity of three months or less to be cash equivalents. Temporary cash investments with maturities of more than three months are classified as other short-term investments.

At December 31, 1998 and 1997, $13,457,000 and $12,167,000 were restricted by PCBs trust indentures and were utilized in January 1999 and 1998 for payment of principal on certain PCBs, respectively.

l. INVENTORIES

Oglethorpe maintains inventories of fossil fuels for its generation plant and spare parts for certain of its generation and transmission plant. These inventories

are stated at weighted average cost on the accompanying balance sheets.

At December 31, 1998 and 1997, fossil fuels inventories were $18,692,000 and $7,288,000, respectively. Inventories for spare parts at December 31, 1998 and 1997 were $58,091,000 and $58,240,000, respectively.

m. DEFERRED CHARGES

Prior to 1996, Oglethorpe expensed nuclear refueling outage costs as incurred. In 1996, Oglethorpe began accounting for these costs on a normalized basis. Under this method of accounting, refueling outage costs are deferred and subsequently amortized to expense over the 18-month operating cycle of each unit. Deferred nuclear outage costs at December 31, 1998 and 1997 were $17,163,000 and $19,802,000, respectively.

As a result of the determination that the Plant Vogtle radioactive waste facility has no usefulness as a radioactive waste storage facility, the remaining project costs of $30,752,000 have been reclassified from electric plant in service to deferred charges on the accompanying balance sheets. Oglethorpe's Board of Directors has authorized that these costs be amortized and fully recovered through rates over a period of four years beginning in 1999.

n. DEFERRED CREDITS

In April 1982, Oglethorpe sold to three purchasers certain of the income tax benefits associated with Scherer Unit No.1 and related common facilities pursuant to the safe harbor lease provisions of the Economic Recovery Tax Act of 1981. Oglethorpe received a total of approximately $110,000,000 from the safe harbor lease transactions. Oglethorpe accounts for the net benefits as a deferred credit and is amortizing the amount over the 20-year term of the leases.

In December 1996 and January 1997, Oglethorpe entered into long-term lease transactions for its 74.6% undivided ownership interest in Rocky Mountain, through a wholly owned subsidiary of Oglethorpe, Rocky Mountain Leasing Corporation (RMLC). The lease transactions are characterized as a sale and lease-back for income tax purposes, but not for financial reporting purposes. As a result of these leases, Oglethorpe recorded a net benefit of $95,560,000 which was deferred and is being amortized to income over the 30-year lease-back period. The lease transactions initially increased Oglethorpe's Capitalization and Investments and funds by $57,495,000, respectively (see Note 2 where discussed further).

o. REGULATORY ASSETS AND LIABILITIES

Oglethorpe is subject to the provisions of Statement of Financial Accounting Standards (SFAS) No. 71, "Accounting for the Effects of Certain Types of Regulation." Regulatory assets represent certain costs that are assured to be recoverable by Oglethorpe from the Members in the future through the ratemaking process. Regulatory liabilities represent certain items of income that are being retained by Oglethorpe and that will be applied in the future to reduce Member revenue requirements. The following regulatory assets and liabilities were reflected on the accompanying balance sheets as of December 31, 1998 and 1997:

<TABLE>
<CAPTION>

(dollars in thousands)	1998	1997
<S>	<C>	<C>
Premium and loss on reacquired debt	$206,729	$196,583

Deferred amortization of Scherer leasehold	99,297	96,303
Discontinued projects	36,203	5,947
Other regulatory assets	28,668	32,371
Net benefit of sale of income tax benefits	(26,030)	(34,039)
Net benefit of Rocky Mountain transactions	(89,189)	(92,375)
	$255,678	$204,790

</TABLE>

In the event that competitive or other factors result in cost recovery practices under which Oglethorpe can no longer apply the provisions of SFAS No. 71, Oglethorpe would be required to eliminate all regulatory assets and liabilities that could not otherwise be recognized as assets and liabilities by businesses in general. In addition, Oglethorpe would be required to determine any impairment to other assets, including plant, and write-down those assets, if impaired, to their fair value.

p. PRESENTATION

Certain prior year amounts have been reclassified to conform with current year presentation.

2. Fair value of financial instruments:

A detail of the estimated fair values of Oglethorpe's financial instruments as of December 31, 1998 and 1997 is as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1998		1997	
	Cost	Fair Value	Cost	Fair Value
<S>	<C>	<C>	<C>	<C>
Cash and temporary cash investments:				
Commercial paper	$ 105,567	$ 105,567	$ 62,772	$ 62,772
Cash and money market securities	668	668	443	443
Total	$ 106,235	$ 106,235	$ 63,215	$ 63,215
Other short term investments	$ 72,955	$ 73,356	$ 97,092	$ 97,021
Bond, reserve and construction funds:				
U.S. Government securities	$ 20,486	$ 21,091	$ 20,542	$ 20,505
Repurchase agreements	11,818	11,818	12,655	12,656
Total	$ 32,304	$ 32,909	$ 33,197	$ 33,161
Decommissioning fund:				
U.S. Government securities	$ 27,521	$ 28,442	$ 21,070	$ 21,668
Foreign government securities	732	738	641	695
Commercial paper	4,785	4,784	5,507	5,506
Corporate bonds	10,855	11,465	12,537	12,967
Equity securities	53,760	61,400	45,044	51,252
Asset-backed securities	7,442	7,593	9,202	9,237
Other bonds	940	944	--	--
Cash and money market securities	6,728	6,728	4,492	4,492
Total	$ 112,763	$ 122,094	$ 98,493	$ 105,817
Long-term debt	$ 3,177,883	$ 3,541,832	$ 3,258,046	$ 3,497,842

Interest rate swap (unrealized loss)	$ --	$ (49,350)	$ --	$ (38,349)

</TABLE>

The contractual maturities of debt securities available for sale at December 31, 1998 and 1997, regardless of their balance sheet classification, are as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1998		1997	
	Cost	Fair Value	Cost	Fair Value
<S>	<C>	<C>	<C>	<C>
Due within one year	$ 16,556	$ 16,593	$ 14,147	$ 14,158
Due after one year through five years	26,163	27,082	18,798	18,825
Due after five years through ten years	13,504	13,739	22,677	22,781
Due after ten years	23,572	24,676	21,025	21,964
	$ 79,795	$ 82,090	$ 76,647	$ 77,728

</TABLE>

Oglethorpe uses the methods and assumptions described below to estimate the fair value of each class of financial instruments. For cash and temporary cash investments, the carrying amount approximates fair value because of the short-term maturity of those instruments. The fair value of Oglethorpe's long-term debt and the swap arrangements is estimated based on the quoted market prices for the same or similar issues or on the current rates offered to Oglethorpe for debt of similar maturities.

A portion (16.86%) of the interest rate swap arrangements was assumed by GTC as part of the Corporate Restructuring. Under the interest rate swap arrangements, Oglethorpe makes payments to the counterparty based on the notional principal at a contractually fixed rate and the counterparty makes payments to Oglethorpe based on the notional principal at the existing variable rate of the refunding bonds. The differential to be paid or received is accrued as interest rates change and is recognized as an adjustment to interest expense. Oglethorpe entered into the swap arrangements for the purpose of securing a fixed rate lower than otherwise would have been available to Oglethorpe had it issued fixed rate bonds. For the Series 1993A notes, the notional principal at December 31, 1998 was $197,425,000 (includes the portion assumed by GTC) and the fixed swap rate is 5.67% (the variable rate at December 31, 1998 and 1997 was 3.85% and 3.65%, respectively). With respect to the Series 1994A notes, the notional principal at December 31, 1998 was $122,740,000 (includes the portion assumed by GTC) and the fixed swap rate is 6.01% (the variable rate at December 31, 1998 and 1997 was 3.85% and 3.65%, respectively). The notional principal amount is used to measure the amount of the swap payments and does not represent additional principal due to the counterparty. The swap arrangements extend for the life of the refunding bonds, with reductions in the outstanding principal amounts of the refunding bonds causing corresponding reductions in the notional amounts of the swap payments. Oglethorpe's portion of the estimated fair value of the swap arrangements at December 31, 1998 and 1997 was an unrealized loss of $49,350,000 and $38,349,000, respectively, representing the estimated payment Oglethorpe would pay if the swap arrangements

were terminated. Oglethorpe may be exposed to losses in the event of nonperformance of the counterparty, but does not anticipate such nonperformance.

Under SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities," investment securities held by Oglethorpe are classified as either available-for-sale or held-to-maturity. Available-for-sale securities are carried at market value with unrealized gains and losses, net of any tax effect, added to or deducted from patronage capital. Unrealized gains and losses from investment securities held in the decommissioning fund, which are also classified as available-for-sale, are directly added to or deducted from the

decommissioning reserve. Held-to-maturity securities are carried at cost. All realized and unrealized gains and losses are determined using the specific identification method. Gross unrealized gains and losses at December 31, 1998 were $12,182,000 and $1,845,000, respectively. Gross unrealized gains and losses at December 31, 1997 were $12,800,000 and $5,583,000, respectively. For 1998 and 1997, proceeds from sales of available-for-sale securities totaled $491,343,000 and $476,965,000, respectively. Gross realized gains and losses from the 1998 sales were $12,892,000 and $6,602,000, respectively. Gross realized gains and losses from the 1997 sales were $11,415,000 and $3,010,000, respectively.

Investments in associated companies were as follows at December 31, 1998 and 1997:

<TABLE>
<CAPTION>

(dollars in thousands)	1998	1997
<S>	<C>	<C>
National Rural Utilities Cooperative Finance Corp. (CFC)	$ 13,476	$ 13,476
CoBank, ACB	1,734	1,955
Other	1,021	509
Total	$ 16,231	$ 15,940

</TABLE>

The investments in these associated companies are similar to compensating bank balances in that they are required in order to maintain current financing arrangements. Accordingly, there is no market for these investments.

The deposit, which is carried at cost, on the Rocky Mountain transactions (see Note 1 where discussed) is invested in a guaranteed investment contract which will be held to maturity (the end of the 30-year lease-back period). At maturity, Oglethorpe intends to repurchase tax ownership and to retain all other rights of ownership with respect to the plant if it is advantageous to do so. The assets of RMLC are not available to pay creditors of Oglethorpe or its affiliates.

In addition, from the proceeds of the Rocky Mountain transactions, Oglethorpe paid $640,611,000 to a financial institution. In return, this financial institution undertook to pay a portion of Oglethorpe's lease obligations. Both Oglethorpe's interest in this payment undertaking agreement and the corresponding lease obligations have been extinguished for financial reporting purposes.

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." The standard requires that all derivative instruments be recognized as assets or liabilities and be measured at fair value. Oglethorpe is required to adopt SFAS No. 133 by January 1, 2000. Oglethorpe is currently assessing the impact that adoption of SFAS No. 133 will have on results of operations and financial condition and is undecided as to the date the standard will be adopted.

3. Income taxes:

Oglethorpe is a not-for-profit membership corporation subject to federal and state income taxes. As a taxable electric cooperative, Oglethorpe has annually allocated its income and deductions between Member and non-Member activities. Any Member taxable income has been offset with a patronage exclusion and member loss carryforwards.

Oglethorpe accounts for its income taxes pursuant to SFAS No. 109. SFAS No. 109 requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns.

A detail of the provision for income taxes in 1998, 1997 and 1996 is shown as follows:

<TABLE>

<CAPTION>

(dollars in thousands)	1998	1997	1996
<S>	<C>	<C>	<C>
Current			
Federal	$ (86)	$(1,132)	$ 3,525
State	--	--	--
	(86)	(1,132)	3,525
Deferred			
Federal	86	1,132	(3,525)
State	--	--	--
	86	1,132	(3,525)
Income taxes charged to operations	$ --	$ --	$ --

</TABLE>

The difference between the statutory federal income tax rate on income before income taxes and Oglethorpe's effective income tax rate is summarized as follows:

<TABLE>
<CAPTION>

	1998	1997	1996
<S>	<C>	<C>	<C>
Statutory federal income tax rate	35.0%	35.0%	35.0%
Patronage exclusion	(35.7%)	(35.4%)	(35.7%)
Other	0.7%	0.4%	0.7%
Effective income tax rate	0.0%	0.0%	0.0%

</TABLE>

The components of the net deferred tax liabilities as of December 31, 1998 and 1997 were as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1998	1997
<S>	<C>	<C>
Deferred tax assets		
Net operating losses	$ 468,337	$ 444,590
Member loss carryforwards	134,533	189,414
Tax credits (alternative minimum tax and other)	236,856	243,707
Accounting for Rocky Mountain transactions	306,801	213,575
Accounting for sale of income tax benefits	61,757	75,041
Accrued nuclear decommissioning expense	55,492	51,713
Accounting for asset dispositions	30,612	31,584
Other	2,310	2,742
	1,296,698	1,252,366
Less: Valuation allowance	(234,549)	(241,483)
	1,062,149	1,010,883
Deferred tax liabilities		
Depreciation	(837,991)	(848,585)
Accounting for Rocky Mountain transactions	(204,019)	(145,805)
Accounting for debt extinguishment	(67,828)	(61,094)
Other	(15,514)	(18,516)
	(1,125,352)	(1,074,000)

Net deferred tax liabilities	$ (63,203)	$ (63,117)

</TABLE>

As of December 31, 1998, Oglethorpe has federal tax net operating loss carryforwards (NOLs), alternative minimum tax credits (AMT) and unused general business credits (consisting primarily of investment tax credits) as follows:

<TABLE>
<CAPTION>

(dollars in thousands)			
Expiration Date	Alternative Minimum Tax Credits	Tax Credits	NOLs
<S>	<C>	<C>	<C>
1999	$ -	$ 37,206	$ -
2000	-	3,198	-
2001	-	7,264	-
2002	-	130,377	-
2003	-	652	240,341
2004	-	55,663	114,285
2005	-	189	213,080
2006	-	-	209,009
2007	-	-	86,779
2008	-	-	94,927
2009	-	-	96,394
2010	-	-	77,970
2018	-	-	71,164
None	2,307	-	-
	$ 2,307	$234,549	$1,203,949

</TABLE>

Based on Oglethorpe's historical taxable transactions, the timing of the reversal of existing temporary differences, future income, and tax planning strategies, it is more likely than not that Oglethorpe's future taxable income will be sufficient to realize the benefit of NOLs before their respective expiration dates. The NOLs expiration dates start in the year 2003 and end in the year 2018. However, as reflected in the above valuation allowance, it is more likely than not that the tax credits will not be utilized before expiration. The change in the valuation allowance from 1997 to 1998 was the result of the expiration of $6,934,000 of tax credits in 1998. It is more likely than not that the AMT credit will be utilized.

4. Capital leases:

In December 1985, Oglethorpe sold and subsequently leased back from four purchasers its 60% undivided ownership interest in Scherer Unit No. 2. The gain from the sale is being amortized over the 36-year term of the leases. The minimum lease payments under the capital leases together with the

present value of net minimum lease payments as of December 31, 1998 are as follows:

<TABLE>
<CAPTION>

Year Ending December 31,	(dollars in thousands)
<S>	<C>
1999	$ 37,890
2000	37,755

2001	37,629
2002	37,491
2003	37,333
2004-2021	494,355
Total minimum lease payments	682,453
Less: Amount representing interest	(392,668)
Present value of net minimum lease payments	289,785
Less: Current portion	(7,486)
Long-term balance	$ 282,299

</TABLE>

The capital leases provide that Oglethorpe's rental payments vary to the extent of interest rate changes associated with the debt used by the lessors to finance their purchase of undivided ownership shares in Scherer Unit No. 2. In December 1997, Oglethorpe refinanced the debt supporting the Scherer Unit No. 2 lease. The refunded debt consisted of $143,200,000 in serial facility bonds with a 9.70% fixed interest rate (pertaining to three of the lessors) and $81,500,000 in bank debt with variable interest rates ranging from 6.4% to 6.9% (pertaining to the remaining lessor). The debt was refinanced through a $224,700,000 issue of serial facility bonds due June 30, 2011 with a 6.97% fixed interest rate. The transaction costs related to this transaction are reported as deferred charges on the balance sheet and are being amortized over the remaining life of the leases. Oglethorpe's future rental payments under its leases will vary from amounts shown in the table above to the extent that the actual interest rates associated with the debt of the lessors varies from the 11.05% debt rate assumed in the table.

The Scherer Unit No. 2 lease meets the definitional criteria to be reported on Oglethorpe's balance sheets as a capital lease. For rate-making purposes, however, Oglethorpe treats this lease as an operating lease; that is, Oglethorpe considers the actual rental payment on the leased asset in its cost of service. Oglethorpe's accounting treatment for this capital lease has been modified, therefore, to reflect its rate-making treatment. Interest expense is applied to the obligation under the capital lease; then, amortization of the leasehold is recognized, such that interest and amortization equal the actual rental payment. Through 1994, the level of actual rental payments was such that amortization of the Scherer Unit No. 2 leasehold calculated in this manner was less than zero. Thereafter, the scheduled cash rental payments increase such that positive amortization of the leasehold occurs and the entire cost of the leased asset is recovered through the rate-making process. The difference in the amortization recognized in this manner on the statements of revenues and expenses and the straight-line amortization of the leasehold is reflected on Oglethorpe's balance sheets as a deferred charge.

In 1991 and 1992, all four of the lessors received Notices of Proposed Adjustments from the IRS proposing adjustments to the tax benefits claimed by these lessors in connection with their purchase and ownership of an undivided interest in Scherer Unit No 2. In 1994, the IRS issued a revised Notice of Proposed Adjustments to one of the lessors which reduced the proposed adjustments. During 1995, this lessor advised Oglethorpe that it had settled this issue on the basis of the revised Notice of Proposed Adjustments. Oglethorpe subsequently made a lump sum indemnity payment of $362,000 to the lessor in order to compensate for the reduction in the lessor's tax benefits resulting from the sale and leaseback transaction. The IRS has indicated that it will take consistent positions with the other three lessors. If the IRS's current positions regarding the sale and leaseback transactions were ultimately upheld, Oglethorpe would be required to indemnify the other three lessors. Oglethorpe's indemnification liability to the three lessors is estimated to be approximately $1,246,000 as of December 31, 1998. This liability has been reflected on the accompanying balance sheet.

5. Long-term debt:

Long-term debt consists of mortgage notes payable to the United States of America acting through the Federal Financing Bank (FFB) and the RUS, mortgage notes and unsecured notes issued in conjunction with the sale by public authorities of PCBs, mortgage notes and unsecured notes payable to CoBank, and mortgage notes payable to National Rural Utilities Cooperative Finance Corporation (CFC). Oglethorpe's headquarters facility is pledged as collateral for the CoBank headquarters note; substantially all of the owned tangible and certain of

the intangible assets of Oglethorpe are pledged as collateral for the FFB and RUS notes, the CoBank mortgage notes, the CFC notes, and the mortgage notes issued in conjunction with the sale of PCBs. The detail of the two medium-term notes is included in the statements of capitalization.

As part of the Corporate Restructuring effective April 1, 1997, 16.86% of the then outstanding secured PCBs was assumed by GTC. Because Oglethorpe was not legally released from its obligation to pay this debt, the entire debt is shown in the Statement of Capitalization as a liability of Oglethorpe with an offsetting amount reflecting the portion assumed by GTC.

In connection with the Corporate Restructuring in March 1997, Oglethorpe defeased approximately $92,000,000 in principal amount of Series 1992 PCBs. Initially these bonds were defeased with the proceeds from the issuance of approximately $92,000,000 in commercial paper. In March and April 1998, Oglethorpe refinanced the commercial paper issuance with two medium-term loans; one from CoBank and one from CFC, of approximately $46,100,000 each. Oglethorpe ultimately expects to refinance the two medium-term loans with an issuance of PCBs in the fall of 2002.

In connection with the Corporate Restructuring in March 1997, Oglethorpe refinanced $216,925,000 (includes portion assumed by GTC) in principal amount of Series 1992A PCBs through the issuance of Series 1997A PCBs which matured on December 1, 1997, which in turn were refunded through the issuance of Series 1997B PCBs which matured on May 28, 1998. The series 1997B PCBs were refunded through the issuance of $116,925,000 of Series 1998A PCBs and $100,000,000 of Series 1998B PCBs (the Series 1998 Bonds), having a January 1, 2019 maturity. The Series 1998 Bonds were issued as variable rate bonds and are supported by both a municipal bond insurance policy and bank liquidity agreements. The unamortized transaction costs related to these various PCB issues are reported as deferred charges on the balance sheet and are being amortized over the twenty-year life of the Series 1998 Bonds.

In October 1998, Oglethorpe completed a current refunding transaction whereby $16,185,000 (includes portion assumed by GTC) of PCBs were issued. The proceeds of this transaction were used to retire $16,185,000 of existing bonds in January 1999. At December 31, 1998 both the current and existing bonds were reported as outstanding debt on the balance sheet. The unamortized transaction costs related to this transaction have been reported as a deferred charge on the balance sheet and are being amortized over the life of the related bonds.

In 1998, Oglethorpe refinanced more than $424,000,000 in FFB debt. In connection with this refinancing, Oglethorpe paid prepayment premiums of approximately $24,000,000 and is amortizing these premiums over three and one half years.

The annual interest requirement for 1999 is estimated to be $231,000,000.

Maturities for the long-term debt and amortization of the capital lease obligations through 2003 are as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1999	2000	2001	2002	2003
<S>	<C>	<C>	<C>	<C>	<C>
FFB and RUS	$ 74,954	$ 81,058	$ 86,314	$ 90,830	$ 96,424
CoBank	495	508	523	540	46,623
PCBs*	14,540	17,949	19,678	20,264	25,835
CFC	--	--	--	--	46,065
Capital Leases	7,486	7,075	7,775	8,544	9,455
Total	$ 97,475	$106,590	$114,290	$120,178	$224,402

*Does not contain portion assumed by GTC

</TABLE>

The weighted average interest rate for 1999 for long-term debt and capital leases due within one year and notes payable is 6.14%.

Oglethorpe has a commercial paper program under which it may issue commercial paper not to exceed a $240,000,000 balance outstanding at any

time. The commercial paper may be used for working capital requirements and for general corporate purposes. Oglethorpe's commercial paper is backed 100% by committed lines of credit.

As of December 31, 1998 and 1997, approximately $51,000,000 and $92,000,000, respectively, of commercial paper was outstanding. The majority of the amount outstanding at year-end 1997 was in connection with the defeasance of the Series 1992 PCBs discussed above. The majority of the amount outstanding at year-end 1998 relates to commercial paper issued to fund, on an interim basis, the construction of a combustion turbine (CT) project expected to be completed by June 1999. This project is owned by a newly formed cooperative, Smarr EMC, which is owned by 36 of Oglethorpe's 39 Members. It is expected that by June 1999, Smarr

EMC will secure, on a non-recourse basis to Oglethorpe, permanent financing for this CT project and repay Oglethorpe for the interim financing.

Oglethorpe has a $50,000,000 uncommitted short-term line of credit with CFC and a $30,000,000 committed line of credit with SunTrust Bank, Atlanta (SunTrust). The maximum combined amount that can be outstanding under these lines of credit and the commercial paper program at any one time totals $290,000,000 due to certain restrictions contained in the SunTrust line of credit agreement. No balance was outstanding on either of these two lines of credit at either December 31, 1998 or 1997.

6. Electric plant and related agreements:

Oglethorpe and GPC have entered into agreements providing for the purchase and subsequent joint operation of certain of GPC's electric generating plants. A summary of Oglethorpe's plant investments and related accumulated depreciation as of December 31, 1998 is as follows:

<TABLE>
<CAPTION>

(dollars in thousands)

Plant	Investment	Accumulated Depreciation
<S>	<C>	<C>
In-service		
Owned property		
Vogtle Units No. 1 & No. 2 (Nuclear - 30% ownership)	$2,732,506	$ 790,303
Hatch Units No. 1 & No. 2 (Nuclear - 30% ownership)	515,665	225,000
Wansley Units No. 1 & No. 2 (Fossil - 30% ownership)	172,067	88,834
Scherer Unit No. 1 (Fossil - 60% ownership)	427,304	209,342
Rocky Mountain Units No. 1, No. 2 & No. 3 (Hydro - 74.6% ownership)	556,880	39,689
Tallassee (Harrison Dam) (Hydro - 100% ownership)	9,270	2,153
Wansley (Combustion Turbine - 30% ownership)	3,655	1,374
Generation step-up substations	58,193	21,946
Other	79,504	23,995
Property under capital lease		
Scherer Unit No. 2 (Fossil - 60% leasehold)	301,130	108,252
Total in-service	$4,856,174	$1,510,888
Construction work in progress		
Generation improvements	$ 20,271	
Other	677	
Total construction work in progress	$ 20,948	

</TABLE>

Oglethorpe, as of December 31, 1998, estimates property additions (including capitalized interest but excluding nuclear fuel) to be approximately $30,000,000 in 1999, $50,000,000 in 2000 and $52,000,000 in 2001, primarily for replacements and additions to generation facilities.

Oglethorpe's proportionate share of direct expenses of joint operation of the above plants is included in the corresponding operating expense captions (e.g., fuel, production or depreciation) on the accompanying statements of revenues and expenses.

7. Employee benefit plans:

Effective December 31, 1998, Oglethorpe's Board of Directors approved termination of the noncontributory defined benefit pension plan that covered substantially all employees, resulting in a net gain of $1,645,000.

Effective for fiscal year 1998, Oglethorpe adopted SFAS No. 132, "Employers Disclosure about Pensions and Other Postretirement Benefits." The new standard requires revisions of disclosures for Oglethorpe's pension plan, but does not change the measurement or recognition of the plan.

The changes in obligations, plan assets and funded status of the pension plan at December 31, 1998 and 1997 were as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1998	1997
<S>	<C>	<C>
Projected Benefit Obligation		
Beginning of year	$ 11,294	$ 13,211
Service cost	415	560
Interest cost	756	791
Divestitures	--	(3,150)
Actuarial gain	(202)	(128)
Benefit payments	(406)	(451)
Change in discount rate	1,035	461
Assumption change	1,037	--
Net effect of termination	(892)	--
End of year	$ 13,037	$ 11,294
Change in plan assets		
Fair value of plan assets at beginning of year	$ 9,568	$ 9,218
Divestitures	--	(1,291)
Actual return on assets	1,992	1,872
Employer contributions	58	220
Benefits paid	(406)	(451)
Fair value of plan assets at end of year	$ 11,212	$ 9,568
Funded status		
Obligation in excess of assets	$ (1,825)	$ (1,726)
Unrecognized net actuarial gain	--	(2,243)
Unrecognized prior service cost	--	355
Unrecognized net asset	--	(77)
Net accrued pension cost	$ (1,825)	$ (3,691)

</TABLE>

The plan's pension cost recognized in 1998, 1997 and 1996 were as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1998	1997	1996
<S>	<C>	<C>	<C>

Components of net periodic benefit cost			
Service cost	$ 415	$ 560	$ 1,149
Interest cost	756	791	872
Less, expected return on plan assets	(802)	(666)	(670)
Amount of prior service cost recognized	40	40	49
Amortization of unrecognized transition asset	(10)	(10)	(12)
Amount of gain from prior years	(562)	(61)	--
Net periodic benefit cost	(163)	654	1,388
Estimated gain on termination	(1,645)	--	--
Net pension cost	$(1,808)	$ 654	$ 1,388

</TABLE>

The discount rate used in determining the actuarial present value of the projected benefit obligation at termination was 5.25%. The discount rate and rate of increase in future compensation levels used in determining the actuarial present value of the projected benefit obligation for 1997 shown above were 7.25% and 5.0%. The expected long-term rate of return on plan assets was 8.5% in 1998, 1997 and 1996 and the discount rate used in determining the pension expense was 7.25% in 1998, 7.5% in 1997 and 7.25% in 1996.

The defined benefit pension plan was replaced with a new money purchase pension plan which became effective January 1, 1999. Under this new plan Oglethorpe will contribute 5%, subject to IRS limitations, of each employee's annual compensation.

Oglethorpe has a contributory employee retirement savings plan covering substantially all employees. Employee contributions to the plan may be invested in one or more of nine funds. The employee may contribute, subject to IRS limitations, up to 16% of his annual compensation. Oglethorpe will match the employee's contribution up to one-half of the first 6% of the employee's annual compensation, as long as there is sufficient net margin to do so. Oglethorpe's contributions to the plan were approximately $214,000 in 1998, $248,000 in 1997 and $561,000 in 1996.

8. Nuclear insurance:

GPC, on behalf of all the co-owners of Plants Hatch and Vogtle, is a member of Nuclear Electric Insurance, Ltd. (NEIL), a mutual insurer established to provide property damage insurance coverage in an amount up to $500,000,000 for members' nuclear generating facilities. In the event that losses exceed accumulated reserve funds, the members are subject to retroactive assessments (in proportion to their participation in the mutual insurer). The portion of the current maximum annual assessment for GPC that would be payable by Oglethorpe, based on ownership share, is limited to approximately $4,512,000 for each nuclear incident.

GPC, on behalf of all the co-owners of Plants Hatch and Vogtle, has coverage under NEIL II, which provides insurance to cover decontamination, debris removal and premature decommissioning as well as excess property damage to nuclear generating facilities for an additional $2,250,000,000 for losses in excess of the $500,000,000 primary coverage described above. Under the NEIL policies, members are subject to retroactive assessments in proportion to their participation if losses exceed the accumulated funds available to the insurer under the policy. The portion of the current maximum annual assessment for GPC that would be payable by Oglethorpe, based on ownership share, is limited to approximately $5,006,000.

For all on-site property damage insurance policies for commercial nuclear power plants, the NRC requires that the proceeds of such policies issued or annually renewed on or after April 2, 1991 shall be dedicated first for the sole purpose of placing the reactor in a safe and stable condition after an accident. Any remaining proceeds are next to be applied toward the costs of decontamination and debris removal operations ordered by the NRC, and any further remaining proceeds are to be paid either to the company or to its bond trustees as may be appropriate under the policies and applicable trust indentures.

The Price-Anderson Act, as amended in 1988, limits public liability claims that could arise from a single nuclear incident to $9,700,000,000, which amount is to be covered by private insurance and agreements of indemnity with the NRC. Such private insurance (in the amount of $200,000,000 for each plant, the maximum amount currently available) is carried by GPC for the benefit of all the co-owners of Plants Hatch and Vogtle. Agreements of indemnity have been entered into by and between each of the co-owners and the NRC. In the event of a nuclear incident involving any commercial nuclear

facility in the country involving total public liability in excess of $200,000,000, a licensee of a nuclear power plant could be assessed a deferred premium of up to $88,095,000 per incident for each licensed reactor operated by it, but not more than $10,000,000 per reactor per incident to be paid in a calendar year. On the basis of its sell-back adjusted ownership interest in four nuclear reactors, Oglethorpe could be assessed a maximum of $105,714,000 per incident, but not more than $12,000,000 in any one year.

All retrospective assessments, whether generated for liability or property, may be subject to applicable state premium taxes.

9. Power purchase and sale agreements:

Oglethorpe is utilizing long-term power marketer arrangements to reduce the cost of power to the Members. Oglethorpe has entered into power marketer agreements with LG&E Energy Marketing, Inc. (LEM) effective January 1, 1997, for approximately 50% of the load requirements of the Members and with Morgan Stanley Capital Group Inc. (Morgan Stanley), effective May 1, 1997, with respect to 50% of the Members' then forecasted load requirements. These agreements extend through 2011 and into 2005, respectively. The LEM agreements are based on the actual requirements of the Members during the contract term, whereas the Morgan Stanley agreement represents a fixed supply obligation. Generally, these arrangements reduce the cost of supplying power to the Members by limiting the risk of unit availability, by providing a guaranteed benefit for the use of excess resources and by providing future power needs at a fixed price. All of Oglethorpe's existing generating facilities and power purchase arrangements are available for use by LEM and Morgan Stanley for the term of the respective agreements. Oglethorpe continues to be responsible for all of the costs of its system resources but receives revenue from LEM and Morgan Stanley for the use of the resources. The Morgan Stanley agreement requires both Oglethorpe and Morgan Stanley to make minimum purchases from each other, however, the net requirement between the parties is immaterial. Under the LEM agreement there is no minimum purchase required.

At the request of LEM, the parties have discussed the future of the LEM arrangements. LEM has initiated the contractually defined binding arbitration process as to certain load projections provided by Oglethorpe to LEM. Oglethorpe continues to receive power under the LEM agreements and believes the agreements are enforceable against LEM. Even so, given LEM's announced intention to discontinue its merchant energy trading and sales business, instead of performing itself, LEM could, with consent of Oglethorpe and the RUS, make alternative arrangements, including assigning performance to an acceptable third party, or otherwise make Oglethorpe whole from any damages incurred as a result of termination. Oglethorpe believes that LEM has the ability, financial and otherwise, to perform its obligations under these agreements.

The current uncertainty relating to the LEM arrangements does not adversely affect Oglethorpe's ability to meet its Members' load requirements but could, in the future, affect the sources and prices for such power. If LEM was to cease to perform its obligations under the LEM agreements or the LEM agreements were to be terminated, Oglethorpe expects to be able to serve its Members' needs through its existing owned and purchased capacity, supplemented by additional capacity either purchased in the wholesale market, constructed or otherwise acquired. Termination of the LEM agreements would however eliminate a source of power at contractually fixed prices and thus would introduce additional uncertainty regarding future power costs and Member rates. Oglethorpe's management does not expect the ultimate resolution of the LEM arrangements will have a material adverse effect on its financial condition or results of operations.

In addition, Oglethorpe has entered into various long-term power purchase agreements. As of December 31, 1998, Oglethorpe's minimum purchase commitments under these agreements, without regard to capacity reductions or adjustments for changes in costs, for the next five years are as follows:

<TABLE>
<CAPTION>

Year Ending December 31,	(dollars in thousands)
<S>	<C>
1999	$ 84,578
2000	69,075
2001	61,071
2002	44,375
2003	26,903

</TABLE>

Oglethorpe's power purchases from these agreements amounted to approximately $172,897,000 in 1998, $175,818,000 in 1997 and $190,760,000 in 1996.

Oglethorpe has entered into an agreement with Alabama Electric Cooperative to sell 100 MW of capacity for the period June 1998 through December 2005.

10. Quarterly financial data (unaudited):

Summarized quarterly financial information for 1998 and 1997 is as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<S>	<C>	<C>	<C>	<C>
1998				
Operating revenues	$235,267	$316,727	$345,775	$246,398
Operating margin	62,781	58,045	55,823	66,005
Net margin	7,626	1,590	86	11,778
1997				
Operating revenues	$271,485	$242,876	$286,579	$246,912
Operating margin	77,818	61,423	56,753	63,681
Net margin	9,436	5,510	(872)	8,331

</TABLE>

Oglethorpe's business is influenced by seasonal weather conditions. The fourth quarter of 1998 reflects a $1,645,000 net gain from a decision to terminate Oglethorpe's pension plan (see Note 7). The negative net margin for the third quarter of 1997 reflects a $4,000,000 reduction in revenue requirement approved by Oglethorpe's Board of Directors. Such reduction in revenues was implemented by reducing the capacity charges billed to Members in August 1997.

11. Corporate Restructuring:

Oglethorpe and the Members completed in 1997 a Corporate Restructuring in which Oglethorpe, effective April 1, 1997, was divided into three separate operating companies. Oglethorpe's transmission business was sold to and is now owned and operated by GTC. Oglethorpe's system operations business was sold to and is now owned and operated by GSOC. Oglethorpe continues to own and operate its power supply business.

The total purchase price GTC and GSOC paid Oglethorpe for the transmission and system operations business was approximately $717 million. The following summarizes the assets and liabilities sold by Oglethorpe to GTC and GSOC as a result of the restructuring:

<TABLE>
<CAPTION>

	(dollars in thousands)
<S>	<C>
Assets	
Plant in service	$ 847,172
Accumulated depreciation	(195,944)
Construction work in progress	13,313
Plant acquisition adjustment	3,887
Inventories	8,980
Prepayments	71
Premium on reacquired debt	33,410
Deferred debt expense	1,920
Total assets sold	712,809
Deferred gain on sale	4,670
Total purchase price	$ 717,479
Equity and Liabilities	
Long-term debt	$ 686,054
Accounts payable	585
Accrued interest	121
Accrued pension cost	1,047
Deferred revenues	310
Total liabilities extinguished	688,117
Notes received from GSOC	4,822

Net cash received	24,540
Total purchase price	$ 717,479

</TABLE>

In addition, Oglethorpe also made a special patronage capital distribution to the Members which was used by the Members to establish equity in and to provide working capital to GTC.

REPORT OF MANAGEMENT

The management of Oglethorpe Power Corporation has prepared this report and is responsible for the financial statements and related information. These statements were prepared in accordance with generally accepted accounting principles appropriate in the circumstances and necessarily include amounts that are based on best estimates and judgments of management. Financial information throughout this annual report is consistent with the financial statements.

Oglethorpe maintains a system of internal accounting controls to provide reasonable assurance that assets are safeguarded and that the books and records reflect only authorized transactions. Limitations exist in any system of internal control based upon the recognition that the cost of the system should not exceed its benefits. Oglethorpe believes that its system of internal accounting control, together with the internal auditing function, maintains appropriate cost/benefit relations.

Oglethorpe's system of internal controls is evaluated on an ongoing basis by its qualified internal audit staff. The Corporation's independent public accountants (PricewaterhouseCoopers LLP) also consider certain elements of the internal control system in order to determine their auditing procedures for the purpose of expressing an opinion on the financial statements.

PricewaterhouseCoopers LLP also provides an objective assessment of how well management meets its responsibility for fair financial reporting. Management believes that its policies and procedures provide reasonable assurance that Oglethorpe's operations are conducted with a high standard of business ethics. In management's opinion, the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of Oglethorpe.

Jack L. King
President and Chief Executive Officer

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors of Oglethorpe Power Corporation:

In our opinion, the accompanying balance sheets and statements of capitalization and the related statements of revenues and expenses, patronage capital and of cash flows present fairly, in all material respects, the financial position of Oglethorpe Power Corporation at December 31, 1998 and 1997, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 1998 in conformity with generally accepted accounting principles. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with generally accepted auditing standards which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

PricewaterhouseCoopers LLP

Atlanta, Georgia,
February 26, 1999.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

As part of the Corporate Restructuring, Oglethorpe amended its Bylaws to provide for an eleven member board of directors consisting of six directors elected from the Members (the "Member Directors"), four independent outside directors (the "Outside Directors") and Oglethorpe's President and Chief Executive Officer. Each Member Director must be a director or general manager of an Oglethorpe Member. Five of the six Member Directors must be located in each of five geographical regions of the State of Georgia. The sixth Member Director is elected statewide. None of the four Outside Directors may be a director, officer or employee of GTC, GSOC or any Member. All eleven directors are nominated by representatives from each Member whose weighted nomination is based on the number of retail customers served by each Member. After nomination, the directors are elected by a majority vote of each Member, voting on a one-Member, one-vote basis.

The Bylaws provide for staggering the terms of the Member Directors and Outside Directors by dividing the number of directors into three groups. As noted below, some of the directors were elected to an initial term of one year, some two years and some three years. As these initial terms expire, directors will thereafter be elected for a term of three years.

Oglethorpe is managed and operated under the direction of a President and Chief Executive Officer, who is appointed by the Board of Directors. The Senior Officers and Directors of Oglethorpe and significant employees of subsidiaries of Oglethorpe are as follows:

<TABLE>
<CAPTION>

Name	Age	Position
<S>	<C>	<C>
J. Calvin Earwood.....	57	Chairman of the Board of Directors, Member Director, Statewide
Jack L. King.....	59	President and Chief Executive Officer and Director
Jerry J. Saacks.....	58	Chief Operating Officer
Thomas A. Smith.....	44	Senior Vice President and Chief Financial Officer
Larry N. Chadwick.....	58	Member Director, Northwest Region
Benny W. Denham.....	68	Member Director, Southwest Region and Vice Chairman
Sammy M. Jenkins.....	72	Member Director, Southeast Region
Mac F. Oglesby.....	66	Member Director, Northeast Region and Treasurer
J. Sam L. Rabun.....	67	Member Director, Central Region
Ashley C. Brown.....	52	Outside Director
Newton A. Campbell.....	70	Outside Director
Wm. Ronald Duffey.....	57	Outside Director
John S. Ranson.....	69	Outside Director

</TABLE>

J. Calvin Earwood is the Chairman of the Board and is the Member Director elected statewide. Mr. Earwood has served as an executive officer of Oglethorpe since March 1984 (from March 1984 to

July 1986, as Vice President; from July 1986 to March 1989, as Vice Chairman of the Board; and since March 1989, as Chairman of the Board). Mr. Earwood has served on the Board of Directors of Oglethorpe since March 1981. His present term will expire in March 2000. He was previously a member of the Operations Review Committee. From 1965 through 1982, Mr. Earwood was a salesman and part owner of Builders Equipment Company. Since January 1983, he has been the owner and President of Sunbelt Fasteners, Inc., which sells specialty tools and fasteners to the commercial construction trade. He is also Vice Chairman of the Board of Directors of both Community Trust Financial Services and Community Trust Bank in Hiram, Georgia and a Director of GreyStone Power Corporation.

Jack L. King is the President and Chief Executive Officer of Oglethorpe and has served in that office since July 1998. He also currently serves as the President and Chief Executive Officer and as a director of both GTC and GSOC. Mr. King has a total of 29 years of utility experience in all phases of utility operations. Until last year, he was President of the Control Systems Division of Scientific-Atlanta, Inc. From 1987 to 1994, Mr. King was employed by Entergy Corporation, as Executive Vice President - Operations and as President of Entergy Enterprises. From 1966 to 1987, he held several management positions with Arkansas Power & Light, including Executive Vice President and Chief Operating Officer. Mr. King's previous Board participation included GTC, Arkansas Power & Light, Mississippi Power & Light, Louisiana Power & Light, New Orleans Public Service Inc., Entergy Enterprises, System Fuels, Inc., First Pacific Networks, Entergy Systems and Services, Entergy Power, Inc., Entergy

Argentina S.A., Entergy Power Development Corp. and Entergy S.A. Mr. King has a Bachelor of Science degree and Master of Science degree in Electrical Engineering from the University of Arkansas and has completed the Advanced Management Program at the Harvard Graduate School of Business.

Jerry J. Saacks is the Chief Operating Officer of Oglethorpe and has served in that office since December 1998. Prior to that time, Mr. Saacks served as the Chief Operating Officer of GSOC from January 1997 to December 1998. He served as an independent consultant for Oglethorpe from July 1994 through 1996. Prior to that, Mr. Saacks held several positions at Entergy, including Vice President, System Transmission Officer. He is also a member of the Southeastern Electric Reliability Council Executive Committee. Mr. Saacks has a Bachelor of Science degree in Electrical Engineering from Tulane University and has completed the Advanced Management Program at the Harvard Graduate School of Business.

Thomas A. Smith is the Senior Vice President and Chief Financial Officer of Oglethorpe and has served in that capacity since September 1998. He previously served as Senior Financial Officer of Oglethorpe from 1997 to August 1998, Vice President, Finance from 1986 to 1990, Manager of Finance from 1983 to 1986 and Manager, Financial Services from 1979 to 1983. From 1990 to 1997, Mr. Smith was Senior Vice President of the Rural Utility Banking Group of CoBank, where he managed the bank's eastern division, rural utilities. Mr. Smith is a Certified Public Accountant, has a Master of Science degree in Industrial Management-Finance from the Georgia Institute of Technology, a Master of Science degree in Analytical Chemistry from Purdue University and a Bachelor of Arts degree in Mathematics and Chemistry from Catawba College.

Larry N. Chadwick is the Member Director from the Northwest Region. He has been the owner of Chadwick's Hardware in Woodstock, Georgia since 1983. He has served on the Board of Directors of Oglethorpe since July 1989. His present term will expire in March 1999. Mr. Chadwick is an engineer, with experience in the design of hydrogen gas plants. He is Chairman of the Board of Cobb EMC.

Benny W. Denham is the Vice-Chairman of the Board and is the Member Director from the Southwest Region. He has served on the Board of Directors of Oglethorpe since December 1988. His present term will expire in March 2001. He was previously the Vice-Chairman of the Executive Committee and a member of the Power Planning and Technical Advisory Committee. Mr. Denham has been co-owner of

Denham Farms in Turner County, Georgia since 1980. He served on the Turner County Commission from 1980 to 1990, and was Chairman for six of those years. Mr. Denham is a Director of Community National Bank in Ashburn, Georgia and a Director of Irwin EMC.

Sammy M. Jenkins is the Member Director from the Southeast Region. He has been a self-employed farmer for over 20 years. In addition, from 1973 to 1995, he was President of Jenkins Ford Tractor Co., Inc., a seller of farm machinery. He has served on the Board of Directors of Oglethorpe since March 1988. His present term will expire in March 1999. He was Vice Chairman of the Board of Oglethorpe from March 1989 to March 1990.

Mac F. Oglesby is the Member Director from the Northeast Region and the Treasurer of Oglethorpe. He served as Assistant Secretary-Treasurer of the Board of Directors of Hart EMC from July 1986 through December 1987, when he was appointed President of the Board. He has served on the Board of Directors of Oglethorpe since February 1987. His present term will expire in March 2000. Mr. Oglesby was a U.S. Postal Service Rural Carrier for 30 years until he retired in 1991.

J. Sam L. Rabun is the Member Director from the Central Region. He has been the owner and operator of a farm in Jefferson County, Georgia since 1979. He is also a 50% owner of R&R Livestock Farms, Inc. He has served on the Board of Directors of Oglethorpe since March 1993. His present term will expire in March 2001. Mr. Rabun served as the President of the Board of Jefferson EMC from 1993 to 1996, was employed as General Manager from 1974 to 1979 and as Office Manager and Accountant from 1970 to 1974.

Ashley C. Brown is an Outside Director. He has served on the Board of Directors of Oglethorpe since March 1997. His present term will expire in March 1999. He has been Executive Director of the Harvard Electricity Policy Group at Harvard University's John F. Kennedy School of Government since 1993. In addition, he is Of Counsel to the law firm of LeBouef, Lamb, Greene and MacRae. From April 1983 through April 1993, Mr. Brown served as Commissioner of the Public Utilities Commission of Ohio. Prior to his appointment to the Ohio Commission, he was Coordinator and Counsel of the Montgomery County, Ohio, Fair Housing Center. From 1979 to 1981, he was Managing Attorney for the Legal Aid Society of Dayton (Ohio), Inc. From 1977 to 1979, he was Legal Advisor of the Miami Valley Regional Planning Commission in Dayton, Ohio. In addition, Mr. Brown has extensive teaching experience in public schools and universities and has published widely in the field of utility regulation. Mr. Brown has a law

degree from the University of Dayton School of Law, a Master of Arts degree from the University of Cincinnati, and a Bachelor of Science degree from Bowling Green State University.

Newton A. Campbell is an Outside Director. He has served on the Board of Directors of Oglethorpe since March 1997. His term will expire in March 2000. He retired in January 1994 as Chairman and Chief Executive Officer of Burns & McDonnell Engineering Company after serving 41 years with the firm. Mr. Campbell directed the overall operations of Burns & McDonnell from 1982 until his retirement. From 1976 through 1982, he served as Vice President and General Manager of the Power Division, and was responsible for directing the company's work in the planning and design of fossil fueled power generation facilities, high voltage transmission systems, and other power related facilities. Mr. Campbell has been involved in feasibility, planning and financial studies for numerous new and existing public and privately owned electric utilities during various phases of their organization and development. He has over 40 years of experience in conceptual studies, design, and project management for large electric utility generation, transmission, substation and distribution facilities throughout the United States. Mr. Campbell received a Master of Business Administration degree from the University of Missouri at Kansas City with a concentration in finance. He also holds a Bachelor of Science degree in Electrical Engineering from the University of Illinois. Mr. Campbell is a Director of UMB Financial Corporation in Kansas City, Missouri.

Wm. Ronald Duffey is an Outside Director. He has served on the Board of Directors of Oglethorpe since March 1997. His term will expire in March 2001. Mr. Duffey is the President and Chief Executive Officer and a director of Peachtree National Bank in Peachtree City, Georgia, a wholly owned subsidiary of Synovus Financial Corp. Prior to his employment in 1985 with Peachtree National Bank, Mr. Duffey served as Executive Vice President and Member of the Board of Directors for First National Bank in Newnan, Georgia. He holds a Bachelor of Business Administration from Georgia State College with a concentration in finance and has completed banking courses at the Banking School of the South, the American Bankers Association School of Bank Investments, and The Stonier Graduate School of Banking, Rutgers University.

John S. Ranson is an Outside Director. He has served on the Board of Directors of Oglethorpe since March 1997. His term will expire in March 1999. He has been the President of Ranson Municipal Consultants, L.L.C. in Wichita, Kansas since 1994. From 1990 to 1994, Mr. Ranson was Chairman of Ranson Capital Corp. an investment banking firm. Mr. Ranson has approximately 45 years experience in the investment banking business. His public finance clients have included the Kansas Local Utility Improvement Authority, the Kansas Municipal Energy Agency, the Kansas Municipal Gas Agency, and the Kansas City (Kansas) Board of Public Utilities. Mr. Ranson received his Bachelor of Science in Business Administration from the University of Kansas (Lawrence, Kansas) and attended the Navy Supply Corps School in Bayonne, New Jersey.

ITEM 11. EXECUTIVE COMPENSATION

SUMMARY COMPENSATION TABLE

The following table sets forth, for Oglethorpe's President and Chief Executive Officer and for other senior executives, all compensation paid or accrued for services rendered in all capacities during the years ended December 31, 1998, 1997 and 1996. For 1998, the amounts included in the table under "Bonus" represent a new compensation program based on the achievement of corporate and team goals and individual performance. For 1997 and 1996, the amounts included in the table under "Bonus" represent payments based on Oglethorpe's prior incentive compensation policy.

<TABLE>
<CAPTION>

NAME AND PRINCIPAL POSITION	YEAR	ANNUAL COMPENSATION SALARY	BONUS	ALL OTHER COMPENSATION
<S>	<C>	<C>	<C>	<C>
Jack L. King	1998	$ 115,555	$ 37,500	$ 3,731 (1)
President and Chief Executive Officer	1997	0	0	0
	1996	0	0	0
T. D. Kilgore	1998	188,147	0	5,167 (1)

Former President and Chief Executive Officer	1997	300,368	0	6,316
	1996	265,627	0	6,246
Thomas A. Smith (2).....	1998	183,935	12,180	1,247 (1)
Sr. Vice President and Chief Financial Officer	1997	70,192	0	0
	1996	0	0	0
Clarence D. Mitchell.....	1998	159,866	42,524	4,591 (1)
Sr. Vice President, Operations and Projects	1997	155,210	18,810	3,774
	1996	133,369	17,112	3,887
Nelson G. Hawk (3).....	1998	129,928	0	4,573 (1)
Former Sr. Vice President, Marketing	1997	155,210	0	5,658
	1996	142,535	16,530	5,246

</TABLE>

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(1) Includes contributions made in 1998 by Oglethorpe under the 401(k) Retirement Savings Plan on behalf of Messrs. King, Kilgore, Smith, Mitchell and Hawk of $1,875, $3,763, $1,200, $3,025 and $3,686, respectively; and insurance premiums paid on term life insurance on behalf of Messrs. King, Kilgore, Smith, Mitchell and Hawk of $1,856, $1,404, $47, $1,566 and $887, respectively.

(2) Prior to September 1, 1998, Mr. Smith provided services to Oglethorpe under a contractual arrangement and the amounts reflected in the above table include those contract payments.

(3) In connection with Oglethorpe's transfer of its marketing services business to EnerVision, a former wholly owned subsidiary of Oglethorpe, Mr. Hawk ceased to be an employee of Oglethorpe as of December 31, 1997, but remained an executive of Oglethorpe through EnerVision until October 15, 1998. At that date, EnerVision was sold its senior associates, and Mr. Hawk ceased to be an executive of Oglethorpe. (See "OGLETHORPE POWER CORPORATION--Relationship with EnerVision" in Item 1 for further discussion.)

PENSION PLAN

Oglethorpe has a noncontributory defined benefit pension plan covering substantially all employees. An amendment to the pension plan was adopted in 1998, which stipulated that benefit accruals under the pension plan would cease as of December 31, 1998. On February 4, 1999, a notice of intent to terminate the pension plan was distributed to all employees entitled to benefits under the pension plan, advising such parties that Oglethorpe intended to terminate the pension plan effective April 5, 1999. Benefits under the pension plan will be distributed at a later date after approvals of the termination are obtained from the Internal Revenue Service and the Pension Benefit Guaranty Corporation.

Benefits under the pension plan are determined by a formula based on years of service, average final compensation and Social Security covered compensation. The projected annual single life annuity benefit beginning at age 65 for the senior executives listed in the Summary Compensation Table are as follows:

<TABLE>
<CAPTION>

Name	Projected Annuity Benefits
<S>	<C>
Mr. King	$ 0
Mr. Kilgore	58,704
Mr. Smith	0
Mr. Mitchell	27,401
Mr. Hawk	8,074

</TABLE>

COMPENSATION OF DIRECTORS

Oglethorpe pays its Outside Directors a fee of $5,500 per Board meeting for four meetings in a year; a fee of $1,000 per Board meeting will be paid for the remaining other Board meetings in a year. Outside Directors are also paid $1,000 per day for attending committee meetings, annual meetings of the Members or other official meetings of Oglethorpe. Member Directors are paid a fee of $1,000 per Board meeting and $600 per day for attending committee meetings, annual meetings of the Members or other official business of Oglethorpe. In addition, Oglethorpe reimburses all Directors for out-of-pocket expenses incurred in attending a meeting. All Directors are paid $50 per day when participating in meetings by conference call. The Chairman of the Board is paid an additional 20% of his Director's fee per Board meeting for time involved in preparing for the meetings.

EMPLOYMENT CONTRACTS

In July 1998, Oglethorpe employed Jack L. King as Oglethorpe's President and Chief Executive Officer. In January 1999, Oglethorpe and Mr. King entered into an agreement setting forth in writing certain terms of his employment through July 31, 2000. Mr. King's salary will be determined by Oglethorpe's Board with annual base salary being at least $250,000. Mr. King will participate in Oglethorpe's incentive compensation program for executive officers and is eligible for certain other incentive compensation. If Oglethorpe terminates Mr. King's employment without cause, he will be entitled to severance payments equal to his salary through the date of termination plus an amount equal to six months of salary, all incentive compensation earned or owed on the date of termination, and the continuation for six months of all life insurance maintained for Mr. King by Oglethorpe.

Effective September 1, 1998, Oglethorpe entered into an employment agreement with Thomas A. Smith as Oglethorpe's Senior Vice President and Chief Financial Officer. The agreement extends to August 31, 2003. Mr. Smith's base salary is currently $185,000 per year, with annual increases to be determined on each anniversary of the employment agreement by mutual agreement. Mr. Smith will participate in Oglethorpe's incentive compensation program for executive officers and is eligible for certain other incentive compensation. If Oglethorpe terminates Mr. Smith's employment without cause or materially reduces the scope of his duties or responsibilities, compensation or benefits, he will be entitled to severance payments equal to his salary through the date of termination plus an amount equal to up to six months of his base compensation, all incentive compensation earned but unpaid on the date of termination, the continuation for up to six months of all life and health insurance maintained for Mr. Smith by Oglethorpe, and outplacement services.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

J. Calvin Earwood, John S. Ranson and J. Sam L. Rabun served as members of the Oglethorpe Power Corporation Compensation Committee in 1998. Mr. Earwood has served as an executive officer of Oglethorpe since 1984 and has served as the Chairman of the Board since 1989.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Not applicable.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Jack L. King is the President and Chief Executive Officer and a Director of Oglethorpe, GTC and GSOC. Oglethorpe made payments to GSOC for system operations services in 1998 of approximately $7.9 million, which was 59% of GSOC's revenues for 1998. Oglethorpe made payments to GTC for transmission service in 1998 of approximately $9.8 million, which was 8% of GTC's total operating revenues for 1998. (See "OGLETHORPE POWER CORPORATION--Corporate Restructuring" in Item 1.)

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

<TABLE>
<CAPTION>

	Page
<S>	<C>
(a) LIST OF DOCUMENTS FILED AS A PART OF THIS REPORT.	
(1) FINANCIAL STATEMENTS (Included under "Item 8. Financial Statements and Supplementary Data")	

</TABLE>

(2) FINANCIAL STATEMENT SCHEDULES

None applicable.

(3) EXHIBITS

Exhibits marked with an asterisk (*) are hereby incorporated by reference to exhibits previously filed by the Registrant as indicated in parentheses following the description of the exhibit.

<TABLE>
<CAPTION>

Number		Description
<S>		<C>
*2.1	--	Second Amended and Restated Restructuring Agreement, dated February 24, 1997, by and among Oglethorpe, Georgia Transmission Corporation (An Electric Membership Corporation) and Georgia System Operations Corporation. (Filed as Exhibit 2.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
*2.2	--	Member Agreement, dated August 1, 1996, by and among Oglethorpe, Georgia Transmission Corporation (An Electric Membership Corporation), Georgia System Operations Corporation and the Members of Oglethorpe. (Filed as Exhibit 2.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
*3.1(a)	--	Restated Articles of Incorporation of Oglethorpe, dated as of July 26, 1988. (Filed as Exhibit 3.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1988, File No. 33-7591.)
*3.1(b)	--	Amendment to Articles of Incorporation of Oglethorpe, dated as of March 11, 1997. (Filed as Exhibit 3(i)(b) to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
3.2	--	Bylaws of Oglethorpe, as amended on September 14, 1998.

</TABLE>

<TABLE>

<S>		<C>
*4.1	--	Form of Serial Facility Bond Due June 30, 2011 (included in Collateral Trust Indenture filed as Exhibit 4.2.)
*4.2	--	Collateral Trust Indenture, dated as of December 1, 1997, between OPC Scherer 1997 Funding Corporation A, Oglethorpe and SunTrust Bank, Atlanta, as Trustee. (Filed as Exhibit 4.2 to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)
*4.3	--	Nonrecourse Promissory Lessor Note No. 2, with a Schedule identifying three other substantially identical Nonrecourse Promissory Lessor Notes and any material differences. (Filed as Exhibit 4.3 to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)
*4.4	--	Amended and Restated Indenture of Trust, Deed to Secure Debt and Security Agreement No. 2, dated December 1, 1997, between Wilmington Trust Company and NationsBank, N.A. collectively as Owner Trustee, under Trust Agreement No. 2, dated December 30, 1985, with DFO Partnership, as assignee of Ford Motor Credit Company, and The Bank of New York Trust

		Company of Florida, N.A. as Indenture Trustee, with a Schedule identifying three other substantially identical Amended and Restated Indentures of Trust, Deeds to Secure Debt and Security Agreements and any material differences. (Filed as Exhibit 4.4 to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)
*4.5(a)	--	Lease Agreement No. 2 dated December 30, 1985, between Wilmington Trust Company and William J. Wade, as Owner Trustees under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, Lessor, and Oglethorpe, Lessee, with a Schedule identifying three other substantially identical Lease Agreements. (Filed as Exhibit 4.5(b) to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)
*4.5(b)	--	First Supplement to Lease Agreement No. 2 (included as Exhibit B to the Supplemental Participation Agreement No. 2 listed as 10.1.1(b)).
*4.5(c)	--	First Supplement to Lease Agreement No. 1, dated as of June 30, 1987, between The Citizens and Southern National Bank as Owner Trustee under Trust Agreement No. 1 with IBM Credit Financing Corporation, as Lessor, and Oglethorpe, as Lessee. (Filed as Exhibit 4.5(c) to the Registrant's Form 10-K for the fiscal year ended December 31, 1987, File No. 33-7591.)
*4.5(d)	--	Second Supplement to Lease Agreement No. 2, dated as of December 17, 1997, between NationsBank, N.A., acting through its agent, The Bank of New York, as an Owner Trustee under the Trust Agreement No. 2, dated December 30, 1985, among DFO Partnership, as assignee of Ford Motor Credit Company, as the Owner Participant, and the Original Trustee, as Lessor, and Oglethorpe, as Lessee, with a Schedule identifying three other substantially identical Second Supplements to Lease Agreements and any material differences. (Filed as Exhibit 4.5(d) to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)
*4.6	--	Amended and Consolidated Loan Contract, dated as of March 1, 1997, between Oglethorpe and the United States of America, together with four notes executed and delivered pursuant thereto. (Filed as Exhibit 4.7 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
*4.7.1(a)	--	Indenture, dated as of March 1, 1997, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee. (Filed as Exhibit 4.8.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

</TABLE>

<TABLE>

<S>		<C>
*4.7.1(b)	--	First Supplemental Indenture, dated as of October 1, 1997, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1997B (Burke) Note. (Filed as Exhibit 4.8.1(b) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1997, File No. 33-7591).
*4.7.1(c)	--	Second Supplemental Indenture, dated as of January 1, 1998, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1997C (Burke) Note. (Filed as Exhibit 4.7.1(c) to the Registrant's Form 10-K for the fiscal year ended December 31, 1997, File No. 33-7591.)
*4.7.1(d)	--	Third Supplemental Indenture, dated as of January 1, 1998, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1997A (Monroe) Note. (Filed as Exhibit 4.7.1(d) to the Registrant's Form 10-K for the fiscal year December 31, 1997, File No. 33-7591).
4.7.1(e)	--	Fourth Supplemental Indenture, dated as of March 1, 1998, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1998A (Burke) and 1998B (Burke) Notes.
4.7.1(f)	--	Fifth Supplemental Indenture, dated as of April 1, 1998, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee,

relating to the Series 1998 CFC Note.

4.7.1(g) -- Sixth Supplemental Indenture, dated as of January 1, 1999, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1998C (Burke) Note.

4.7.1(h) -- Seventh Supplemental Indenture, dated as of January 1, 1999, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee, relating to the Series 1998A (Monroe) Note.

*4.7.2 -- Security Agreement, dated as of March 1, 1997, made by Oglethorpe to SunTrust Bank, Atlanta, as trustee. (Filed as Exhibit 4.8.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

4.8.1(1) -- Loan Agreement, dated as of October 1, 1992, between Development Authority of Monroe County and Oglethorpe relating to Development Authority of Monroe County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Scherer Project), Series 1992A, and five other substantially identical loan agreements.

4.8.2(1) -- Note, dated October 1, 1992, from Oglethorpe to Trust Company Bank, as trustee acting pursuant to a Trust Indenture, dated as of October 1, 1992, between Development Authority of Monroe County and Trust Company Bank, and five other substantially identical notes.

4.8.3(1) -- Trust Indenture, dated as of October 1, 1992, between Development Authority of Monroe County and Trust Company Bank, Trustee, relating to Development Authority of Monroe County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Scherer Project), Series 1992A, and five other substantially identical trust indentures.

4.9.1(1) -- Loan Agreement, dated as of December 1, 1992, between Development Authority of Burke County and Oglethorpe relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A, and one other substantially identical loan agreement.

4.9.2(1) -- Note, dated December 1, 1992, from Oglethorpe to Trust Company Bank, as trustee acting pursuant to a Trust Indenture, dated as of December 1, 1992, between Development Authority of Burke County and Trust Company Bank, and one other substantially identical note.

</TABLE>

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4.9.3(1) -- Trust Indenture, dated as of December 1, 1992, from Development Authority of Burke County to Trust Company Bank, as trustee, relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A, and one other substantially identical trust indenture.

4.9.4(1) -- Interest Rate Swap Agreement, dated as of December 1, 1992, by and between Oglethorpe and AIG Financial Products Corp. relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A, and one other substantially identical agreement.

4.9.5(1) -- Liquidity Guaranty Agreement, dated as of December 1, 1992, by and between Oglethorpe and AIG Financial Products Corp. relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A, and one other substantially identical agreement.

4.9.6(1) -- Standby Bond Purchase Agreement, dated as of December 1, 1998, between Oglethorpe and Bayerische Landesbank Girozentrale, relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A.

4.9.7(1) -- Standby Bond Purchase Agreement, dated as of November 30,

		1994, between Oglethorpe and Credit Local de France, Acting through its New York Agency, relating to Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1994A.
4.10.1(1)	--	Loan Agreement, dated as of October 1, 1996, between Development Authority of Burke County and Oglethorpe relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1996, and one other substantially identical loan agreements.
4.10.2(1)	--	Note, dated October 1, 1996, from Oglethorpe to SunTrust Bank, Atlanta, as trustee pursuant to an Indenture of Trust, dated as of October 1, 1996, between Development Authority of Burke County and SunTrust Bank, Atlanta, and one other substantially identical notes.
4.10.3(1)	--	Indenture of Trust, dated as of October 1, 1996, between Development Authority of Burke County and SunTrust Bank, Atlanta, as trustee, relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1996, and one other substantially identical indentures.
4.11.1(1)	--	Loan Agreement, dated as of December 1, 1997, between Development Authority of Burke County and Oglethorpe relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project) Series 1997C, and three other substantially identical loan agreements.
4.11.2(1)	--	Note, dated January 14, 1998, from Oglethorpe to SunTrust Bank, Atlanta, as trustee pursuant to an Indenture of Trust, dated as of December 1, 1997, between Development Authority of Burke County and SunTrust Bank, Atlanta, and three other substantially identical notes.

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4.11.3(1)	--	Indenture of Trust, dated as of December 1, 1997, between Development Authority of Burke County and SunTrust Bank, Atlanta, as trustee, relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1997C, and three other substantially identical indentures.
4.12.1(1)	--	Loan Agreement, dated as of March 1, 1998, between Development Authority of Burke County and Oglethorpe relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998A, and one other substantially identical loan agreement.
4.12.2(1)	--	Note, dated March 17, 1998, from Oglethorpe to SunTrust Bank, Atlanta, as trustee pursuant to a Trust Indenture, dated as of March 1, 1998, between Development Authority of Burke County and SunTrust Bank, Atlanta, and one other substantially identical note.
4.12.3(1)	--	Trust Indenture, dated as of March 1, 1998, between Development Authority of Burke County and SunTrust Bank, Atlanta, as trustee, relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998A, and one other substantially identical indenture.
4.12.4(1)	--	Standby Bond Purchase Agreement, dated March 17, 1998, between Oglethorpe and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", acting through its New York Branch, relating to Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998A, and one other substantially identical agreement.
*4.13.1	--	Indemnity Agreement, dated as of March 1, 1997, by and between Oglethorpe and Georgia Transmission Corporation (An

Electric Membership Corporation). (Filed as Exhibit 4.13.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*4.13.2 -- Indemnification Agreement, dated as of March 11, 1997, by Oglethorpe and Georgia Transmission Corporation (An Electric Membership Corporation) for the benefit of the United States of America. (Filed as Exhibit 4.13.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

4.14.1(1) -- Master Loan Agreement, dated as of March 1, 1997, between Oglethorpe and CoBank, ACB, MLA No. 0459.

4.14.2(1) -- Consolidating Supplement, dated as of March 1, 1997, between Oglethorpe and CoBank, ACB, relating to Loan No. ML0459T1.

4.14.3(1) -- Promissory Note, dated March 1, 1997, in the original principal amount of $7,102,740.26, from Oglethorpe to CoBank, ACB, relating to Loan No. ML0459T1.

4.14.4(1) -- Consolidating Supplement, dated as of March 1, 1997, between Oglethorpe and CoBank, ACB, relating to Loan No. ML0459T2.

4.14.5(1) -- Promissory Note, dated March 1, 1997, in the original principal amount of $1,856,475.12, made by Oglethorpe to CoBank, ACB, relating to Loan No. ML0459T2.

4.14.6(1) -- Single Advance Term Loan Supplement, dated as of March 31, 1998, between Oglethorpe and CoBank, ACB, relating to Loan No. ML0459T3.

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4.14.7(1) -- Promissory Note, dated March 31, 1998, in the original principal amount of $46,065,000.00, made by Oglethorpe to CoBank, ACB, relating to Loan No. ML0459T3.

*4.15.1 -- Loan Agreement, Loan No. T-830404, between Oglethorpe and Columbia Bank for Cooperatives, dated as of April 29, 1983. (Filed as Exhibit 4.18.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*4.15.2 -- Promissory Note, Loan No. T-830404-1, in the original principal amount of $9,935,000, from Oglethorpe to Columbia Bank for Cooperatives, dated as of April 29, 1983. (Filed as Exhibit 4.18.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*4.15.3 -- Security Deed and Security Agreement, dated April 29, 1983, between Oglethorpe and Columbia Bank for Cooperatives. (Filed as Exhibit 4.18.3 to the Registrant's Form S-1 Registration Statement, File No. 33-7591, filed on October 9, 1986.)

*4.16 -- Exchange and Registration Rights Agreement, dated December 17, 1997, by and among Oglethorpe, OPC Scherer 1997 Funding Corporation A, and Goldman, Sachs & Co. as representative of the purchasers identified therein. (Filed as Exhibit 4.15 to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)

4.17.1(1) -- Loan Agreement, dated as of April 1, 1998, between Oglethorpe and the National Rural Utilities Cooperative Finance Corporation, relating to Loan No. GA 109-1-9001.

4.17.2(1) -- Series 1998 CFC Note, dated April 9, 1998, in the original principal amount of $46,065,000.00, from Oglethorpe to the National Rural Utilities Cooperative Finance Corporation, relating to Loan No. GA 109-1-9001.

*10.1.1(a) -- Participation Agreement No. 2 among Oglethorpe as Lessee, Wilmington Trust Company as Owner Trustee, The First National Bank of Atlanta as Indenture Trustee, Columbia Bank for Cooperatives as Loan Participant and Ford Motor Credit Company as Owner Participant, dated December 30, 1985, together with a Schedule identifying three other substantially identical

Participation Agreements. (Filed as Exhibit 10.1.1(b) to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.1(b) -- Supplemental Participation Agreement No. 2. (Filed as Exhibit 10.1.1(a) to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.1(c) -- Supplemental Participation Agreement No. 1, dated as of June 30, 1987, among Oglethorpe as Lessee, IBM Credit Financing Corporation as Owner Participant, Wilmington Trust Company and The Citizens and Southern National Bank as Owner Trustee, The First National Bank of Atlanta, as Indenture Trustee, and Columbia Bank for Cooperatives, as Loan Participant. (Filed as Exhibit 10.1.1(c) to the Registrant's Form 10-K for the fiscal year ended December 31, 1987, File No. 33-7591.)
</TABLE>

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*10.1.1(d) -- Second Supplemental Participation Agreement No. 2, dated as of December 17, 1997, among Oglethorpe as Lessee, DFO Partnership, as assignee of Ford Motor Credit Company, as Owner Participant, Wilmington Trust Company and NationsBank, N.A. as Owner Trustee, The Bank of New York Trust Company of Florida, N.A. as Indenture Trustee, CoBank, ACB as Loan Participant, OPC Scherer Funding Corporation, as Original Funding Corporation, OPC Scherer 1997 Funding Corporation A, as Funding Corporation, and SunTrust Bank, Atlanta, as Original Collateral Trust Trustee and Collateral Trust Trustee, with a Schedule identifying three substantially identical Second Supplemental Participation Agreements and any material differences. (Filed as Exhibit 10.1.1(d) to Registrant's Form S-4 Registration Statement, File No. 333-4275.)

*10.1.2 -- General Warranty Deed and Bill of Sale No. 2 between Oglethorpe, Grantor, and Wilmington Trust Company and William J. Wade, as Owner Trustees under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, Grantee, together with a Schedule identifying three substantially identical General Warranty Deeds and Bills of Sale. (Filed as Exhibit 10.1.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.3(a) -- Supporting Assets Lease No. 2, dated December 30, 1985, between Oglethorpe, Lessor, and Wilmington Trust Company and William J. Wade, as Owner Trustees, under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, Lessee, together with a Schedule identifying three substantially identical Supporting Assets Leases. (Filed as Exhibit 10.1.3 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.3(b) -- First Amendment to Supporting Assets Lease No. 2, dated as of November 19, 1987, together with a Schedule identifying three substantially identical First Amendments to Supporting Assets Leases. (Filed as Exhibit 10.1.3(a) to the Registrant's Form 10-K for the fiscal year ended December 31, 1987, File No. 33-7591.)

*10.1.3(c) -- Second Amendment to Supporting Assets Lease No. 2, dated as of October 3, 1989, together with a Schedule identifying three substantially identical Second Amendments to Supporting Assets Leases. (Filed as Exhibit 10.1.3(c) to the Registrant's Form 10-Q for the quarterly period ended March 31, 1998, File No. 33-7591.)

*10.1.4(a) -- Supporting Assets Sublease No. 2, dated December 30, 1985, between Wilmington Trust Company and William J. Wade, as Owner Trustees under Trust Agreement No. 2 dated December 30, 1985, with Ford Motor Credit Company, Sublessor, and Oglethorpe, Sublessee, together with a Schedule identifying three substantially identical Supporting Assets Subleases. (Filed as Exhibit 10.1.4 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.4(b) -- First Amendment to Supporting Assets Sublease No. 2, dated

as of November 19, 1987, together with a Schedule identifying three substantially identical First Amendments to Supporting Assets Subleases. (Filed as Exhibit 10.1.4(a) to the Registrant's Form 10-K for the fiscal year ended December 31, 1987, File No. 33-7591.)

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*10.1.4(c) -- Second Amendment to Supporting Assets Sublease No. 2, dated as of October 3, 1989, together with a Schedule identifying three substantially identical Second Amendments to Supporting Assets Subleases. (Filed as Exhibit 10.1.4(c) to the Registrant's Form 10-Q for the quarterly period ended March 31, 1998, File No. 33-7591.)

*10.1.5(a) -- Tax Indemnification Agreement No. 2, dated December 30, 1985, between Ford Motor Credit Company, Owner Participant, and Oglethorpe, Lessee, together with a Schedule identifying three substantially identical Tax Indemnification Agreements. (Filed as Exhibit 10.1.5 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.5(b) -- Amendment No. 1 to the Tax Indemnification Agreement No. 2, dated December 17, 1997, between DFO Partnership, as assignee of Ford Motor Credit Company, as Owner Participant, and Oglethorpe, as Lessee, with a Schedule identifying three substantially identical Amendments No. 1 to the Tax Indemnification Agreements and any material differences. (Filed as Exhibit 10.1.5(b) to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)

*10.1.6 -- Assignment of Interest in Ownership Agreement and Operating Agreement No. 2, dated December 30, 1985, between Oglethorpe, Assignor, and Wilmington Trust Company and William J. Wade, as Owner Trustees under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, Assignee, together with Schedule identifying three substantially identical Assignments of Interest in Ownership Agreement and Operating Agreement. (Filed as Exhibit 10.1.6 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.7 -- Consent, Amendment and Assumption No. 2 dated December 30, 1985, among Georgia Power Company and Oglethorpe and Municipal Electric Authority of Georgia and City of Dalton, Georgia and Gulf Power Company and Wilmington Trust Company and William J. Wade, as Owner Trustees under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, together with a Schedule identifying three substantially identical Consents, Amendments and Assumptions. (Filed as Exhibit 10.1.9 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.1.7(a) -- Amendment to Consent, Amendment and Assumption No. 2, dated as of August 16, 1993, among Oglethorpe, Georgia Power Company, Municipal Electric Authority of Georgia, City of Dalton, Georgia, Gulf Power Company, Jacksonville Electric Authority, Florida Power & Light Company and Wilmington Trust Company and NationsBank of Georgia, N.A., as Owner Trustees under Trust Agreement No. 2, dated December 30, 1985, with Ford Motor Credit Company, together with a Schedule identifying three substantially identical Amendments to Consents, Amendments and Assumptions. (Filed as Exhibit 10.1.9(a) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)

*10.2.1 -- Section 168 Agreement and Election dated as of April 7, 1982, between Continental Telephone Corporation and Oglethorpe. (Filed as Exhibit 10.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.2.2 -- Section 168 Agreement and Election dated as of April 9, 1982, between National Service Industries, Inc. and Oglethorpe. (Filed as Exhibit 10.3 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

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*10.2.3 -- Section 168 Agreement and Election dated as of April 9, 1982, between Rollins, Inc. and Oglethorpe. (Filed as Exhibit 10.4 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.2.4 -- Section 168 Agreement and Election dated as of December 13, 1982, between Selig Enterprises, Inc. and Oglethorpe. (Filed as Exhibit 10.5 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.3.1(a) -- Plant Robert W. Scherer Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of May 15, 1980. (Filed as Exhibit 10.6.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.3.1(b) -- Amendment to Plant Robert W. Scherer Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of December 30, 1985. (Filed as Exhibit 10.1.8 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.3.1(c) -- Amendment Number Two to the Plant Robert W. Scherer Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of July 1, 1986. (Filed as Exhibit 10.6.1(a) to the Registrant's Form 10-K for the fiscal year ended December 31, 1987, File No. 33-7591.)

*10.3.1(d) -- Amendment Number Three to the Plant Robert W. Scherer Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of August 1, 1988. (Filed as Exhibit 10.6.1(b) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)

*10.3.1(e) -- Amendment Number Four to the Plant Robert W. Scherer Units Number One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of December 31, 1990. (Filed as Exhibit 10.6.1(c) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)

*10.3.2(a) -- Plant Robert W. Scherer Units Numbers One and Two Operating Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of May 15, 1980. (Filed as Exhibit 10.6.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.3.2(b) -- Amendment to Plant Robert W. Scherer Units Numbers One and Two Operating Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of December 30, 1985. (Filed as Exhibit 10.1.7 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.3.2(c) -- Amendment Number Two to the Plant Robert W. Scherer Units Numbers One and Two Operating Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of December 31, 1990. (Filed as Exhibit 10.6.2(a) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)
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*10.3.3 -- Plant Scherer Managing Board Agreement among Georgia Power

Company, Oglethorpe, Municipal Electric Authority of Georgia, City of Dalton, Georgia, Gulf Power Company, Florida Power & Light Company and Jacksonville Electric Authority, dated as of December 31, 1990. (Filed as Exhibit 10.6.3 to the Registrant's Form 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)

*10.4.1(a) -- Alvin W. Vogtle Nuclear Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of August 27, 1976. (Filed as Exhibit 10.7.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.4.1(b) -- Amendment Number One, dated January 18, 1977, to the Alvin W. Vogtle Nuclear Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia. (Filed as Exhibit 10.7.3 to the Registrant's Form 10-K for the fiscal year ended December 31, 1986, File No. 33-7591.)

*10.4.1(c) -- Amendment Number Two, dated February 24, 1977, to the Alvin W. Vogtle Nuclear Units Numbers One and Two Purchase and Ownership Participation Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia. (Filed as Exhibit 10.7.4 to the Registrant's Form 10-K for the fiscal year ended December 31, 1986, File No. 33-7591.)

*10.4.2 -- Alvin W. Vogtle Nuclear Units Numbers One and Two Operating Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia, dated as of August 27, 1976. (Filed as Exhibit 10.7.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.5.1 -- Plant Hal Wansley Purchase and Ownership Participation Agreement between Georgia Power Company and Oglethorpe, dated as of March 26, 1976. (Filed as Exhibit 10.8.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.5.2(a) -- Plant Hal Wansley Operating Agreement between Georgia Power Company and Oglethorpe, dated as of March 26, 1976. (Filed as Exhibit 10.8.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.5.2(b) -- Amendment, dated as of January 15, 1995, to the Plant Hal Wansley Operating Agreements by and among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and City of Dalton, Georgia. (Filed as Exhibit 10.5.2(a) to the Registrant's Form 10-Q for the quarterly period ended September 30, 1996, File No. 33-7591.)

*10.5.3 -- Plant Hal Wansley Combustion Turbine Agreement between Georgia Power Company and Oglethorpe, dated as of August 2, 1982 and Amendment No. 1, dated October 20, 1982. (Filed as Exhibit 10.18 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.6.1 -- Edwin I. Hatch Nuclear Plant Purchase and Ownership Participation Agreement between Georgia Power Company and Oglethorpe, dated as of January 6, 1975. (Filed as Exhibit 10.9.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)
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*10.6.2 -- Edwin I. Hatch Nuclear Plant Operating Agreement between Georgia Power Company and Oglethorpe, dated as of January 6, 1975. (Filed as Exhibit 10.9.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.7.1 -- Rocky Mountain Pumped Storage Hydroelectric Project Ownership Participation Agreement, dated as of November 18, 1988, by and between Oglethorpe and Georgia Power Company. (Filed as Exhibit 10.22.1 to the Registrant's Form 10-K for

the fiscal year ended December 31, 1988, File No. 33-7591.)

*10.7.2 -- Rocky Mountain Pumped Storage Hydroelectric Project Operating Agreement, dated as of November 18, 1988, by and between Oglethorpe and Georgia Power Company. (Filed as Exhibit 10.22.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1988, File No. 33-7591.)

*10.8.1 -- Amended and Restated Wholesale Power Contract, dated as of August 1, 1996, between Oglethorpe and Altamaha Electric Membership Corporation and all schedules thereto, together with a Schedule identifying 37 other substantially identical Amended and Restated Wholesale Power Contracts, and an additional Amended and Restated Wholesale Power Contract that is not substantially identical. (Filed as Exhibit 10.8.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.8.2 -- Amended and Restated Supplemental Agreement, dated as of August 1, 1996, by and between Oglethorpe, Altamaha Electric Membership Corporation and the United States of America, together with a Schedule identifying 38 other substantially identical Amended and Restated Supplemental Agreements. (Filed as Exhibit 10.8.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.8.3 -- Supplemental Agreement to the Amended and Restated Wholesale Power Contract, dated as of January 1, 1997, by and among Georgia Power Company, Oglethorpe and Altamaha Electric Membership Corporation, together with a Schedule identifying 38 other substantially identical Supplemental Agreements. (Filed as Exhibit 10.8.3 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.8.4 -- Supplemental Agreement to the Amended and Restated Wholesale Power Contract, dated as of March 1, 1997, by and between Oglethorpe and Altamaha Electric Membership Corporation, together with a Schedule identifying 36 other substantially identical Supplemental Agreements, and an additional Supplemental Agreement that is not substantially identical. (Filed as Exhibit 10.8.4 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.8.5 -- Supplemental Agreement to the Amended and Restated Wholesale Power Contract, dated as of March 1, 1997, by and between Oglethorpe and Coweta-Fayette Electric Membership Corporation, together with a Schedule identifying 1 other substantially identical Supplemental Agreement. (Filed as Exhibit 10.8.5 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
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*10.8.6 -- Supplemental Agreement to the Amended and Restated Wholesale Power Contract, dated as of May 1, 1997 by and between Oglethorpe and Altamaha Electric Membership Corporation, together with a Schedule identifying 38 other substantially identical Supplemental Agreements. (Filed as Exhibit 10.8.6 to the Registrant's Form 10-Q for the quarterly period ended June 30, 1997, File No. 33-7591.)

*10.9(a) -- Joint Committee Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and the City of Dalton, Georgia, dated as of August 27, 1976. (Filed as Exhibit 10.14(b) to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.9(b) -- First Amendment to Joint Committee Agreement among Georgia Power Company, Oglethorpe, Municipal Electric Authority of Georgia and the City of Dalton, Georgia, dated as of June 19, 1978. (Filed as Exhibit 10.14(a) to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.10 -- Letter of Commitment (Firm Power Sale) Under Service Schedule J--Negotiated Interchange Service between Alabama Electric Cooperative, Inc. and Oglethorpe, dated March 31, 1994. (Filed as Exhibit 10.11(b) to the Registrant's Form 10-Q

for the quarter ended June 30, 1994, File No. 33-7591.)

*10.11.1 -- Assignment of Power System Agreement and Settlement Agreement, dated January 8, 1975, by Georgia Electric Membership Corporation to Oglethorpe. (Filed as Exhibit 10.20.1 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.11.2 -- Power System Agreement, dated April 24, 1974, by and between Georgia Electric Membership Corporation and Georgia Power Company. (Filed as Exhibit 10.20.2 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.11.3 -- Settlement Agreement, dated April 24, 1974, by and between Georgia Power Company, Georgia Municipal Association, Inc., City of Dalton, Georgia Electric Membership Corporation and Crisp County Power Commission. (Filed as Exhibit 10.20.3 to the Registrant's Form S-1 Registration Statement, File No. 33-7591.)

*10.12 -- Long-Term Firm Power Purchase Agreement between Big Rivers Electric Corporation and Oglethorpe, dated as of December 17, 1990. (Filed as Exhibit 10.24.3 to the Registrant's Form 10-K for the fiscal year ended December 31, 1990, File No. 33-7591.)

*10.13 -- Block Power Sale Agreement between Georgia Power Company and Oglethorpe, dated as of November 12, 1990. (Filed as Exhibit 10.25 to the Registrant's Form 8-K, filed January 4, 1991, File No. 33-7591.)

*10.14 -- Revised and Restated Coordination Services Agreement between and among Georgia Power Company, Oglethorpe and Georgia System Operations Corporation, dated as of September 10, 1997. (Filed as Exhibit 10.14 to the Registrant's Form 10-K for the fiscal year ended December 31, 1997, File No. 33-7591.)

*10.15 -- ITSA, Power Sale and Coordination Umbrella Agreement between Oglethorpe and Georgia Power Company, dated as of November 12, 1990. (Filed as Exhibit 10.28 to the Registrant's Form 8-K, filed January 4, 1991, File No. 33-7591.)
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*10.16 -- Amended and Restated Nuclear Managing Board Agreement among Georgia Power Company, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and City of Dalton, Georgia dated as of July 1, 1993. (Filed as Exhibit 10.36 to the Registrant's 10-Q for the quarterly period ended September 30, 1993, File No. 33-7591.)

*10.17 -- Supplemental Agreement by and among Oglethorpe, Tri-County Electric Membership Cooperation and Georgia Power Company, dated as of November 12, 1990, together with a Schedule identifying 38 other substantially identical Supplemental Agreements. (Filed as Exhibit 10.30 to the Registrant's Form 8-K, filed January 4, 1991, File No. 33-7591.)

*10.18 -- Unit Capacity and Energy Purchase Agreement between Oglethorpe and Entergy Power Incorporated, dated as of October 11, 1990. (Filed as Exhibit 10.31 to the Registrant's Form 10-K for the fiscal year ended December 31, 1990, File No. 33-7591.)

*10.19 -- Power Purchase Agreement between Oglethorpe and Hartwell Energy Limited Partnership, dated as of June 12, 1992. (Filed as Exhibit 10.35 to the Registrant's Form 10-K for the fiscal year ended December 31, 1992, File No. 33-7591).

*10.20(2) -- Power Purchase and Sale Agreement among LG&E Power Marketing Inc., LG&E Energy Corp. and Oglethorpe, dated as of November 19, 1996. (Filed as Exhibit 10.30 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.21(2) -- Power Purchase and Sale Agreement among LG&E Power

Marketing Inc., LG&E Power Inc. and Oglethorpe, dated as of January 1, 1997. (Filed as Exhibit 10.31 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.1 -- Participation Agreement (P1), dated as of December 30, 1996, among Oglethorpe, Rocky Mountain Leasing Corporation, Fleet National Bank, as Owner Trustee, SunTrust Bank, Atlanta, as Co-Trustee, the Owner Participant named therein and Utrecht-America Finance Co., as Lender, together with a Schedule identifying five other substantially identical Participation Agreements. (Filed as Exhibit 10.32.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.2 -- Rocky Mountain Head Lease Agreement (P1), dated as of December 30, 1996, between Oglethorpe and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Rocky Mountain Head Lease Agreements. (Filed as Exhibit 10.32.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.3 -- Ground Lease Agreement (P1), dated as of December 30, 1996, between Oglethorpe and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Ground Lease Agreements. (Filed as Exhibit 10.32.3 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

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*10.22.4 -- Rocky Mountain Agreements Assignment and Assumption Agreement (P1), dated as of December 30, 1996, between Oglethorpe and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Rocky Mountain Agreements Assignment and Assumption Agreements. (Filed as Exhibit 10.32.4 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.5 -- Facility Lease Agreement (P1), dated as of December 30, 1996, between SunTrust Bank, Atlanta, as Co-Trustee and Rocky Mountain Leasing Corporation, together with a Schedule identifying five other substantially identical Facility Lease Agreements. (Filed as Exhibit 10.32.5 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.6 -- Ground Sublease Agreement (P1), dated as of December 30, 1996, between SunTrust Bank, Atlanta, as Co-Trustee and Rocky Mountain Leasing Corporation, together with a Schedule identifying five other substantially identical Ground Sublease Agreements. (Filed as Exhibit 10.32.6 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.7 -- Rocky Mountain Agreements Re-assignment and Assumption Agreement (P1), dated as of December 30, 1996, between SunTrust Bank, Atlanta, as Co-Trustee and Rocky Mountain Leasing Corporation, together with a Schedule identifying five other substantially identical Rocky Mountain Agreements Re-assignment and Assumption Agreements. (Filed as Exhibit 10.32.7 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.8 -- Facility Sublease Agreement (P1), dated as of December 30, 1996, between Oglethorpe and Rocky Mountain Leasing Corporation, together with a Schedule identifying five other substantially identical Facility Sublease Agreements. (Filed as Exhibit 10.32.8 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.9 -- Ground Sub-sublease Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation and Oglethorpe, together with a Schedule identifying five other substantially identical Ground Sub-sublease Agreements. (Filed as Exhibit 10.32.9 to the Registrant's Form 10-K for the

fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.10 -- Rocky Mountain Agreements Second Re-assignment and Assumption Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation and Oglethorpe, together with a Schedule identifying five other substantially identical Rocky Mountain Agreements Second Re-assignment and Assumption Agreements. (Filed as Exhibit 10.32.10 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.11 -- Payment Undertaking Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch, as the Bank, together with a Schedule identifying five other substantially identical Payment Undertaking Agreements. (Filed as Exhibit 10.32.11 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
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*10.22.12 -- Payment Undertaking Pledge Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation, Fleet National Bank, as Owner Trustee, and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Payment Undertaking Pledge Agreements. (Filed as Exhibit 10.32.12 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.13 -- Equity Funding Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation, AIG Match Funding Corp., the Owner Participant named therein, Fleet National Bank, as Owner Trustee, and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Equity Funding Agreements. (Filed as Exhibit 10.32.13 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.14 -- Equity Funding Pledge Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Equity Funding Pledge Agreements. (Filed as Exhibit 10.32.14 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.15 -- Deed to Secure Debt, Assignment of Surety Bond and Security Agreement (P1), dated as of December 30, 1996, between Rocky Mountain Leasing Corporation, SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Collateral Assignment, Assignment of Surety Bond and Security Agreements. (Filed as Exhibit 10.32.15 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.16 -- Subordinated Deed to Secure Debt and Security Agreement (P1), dated as of December 30, 1996, among Oglethorpe, AMBAC Indemnity Corporation and SunTrust Bank, Atlanta, as Co-Trustee, together with a Schedule identifying five other substantially identical Subordinated Deed to Secure Debt and Security Agreements. (Filed as Exhibit 10.32.16 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.17 -- Tax Indemnification Agreement (P1), dated as of December 30, 1996, between Oglethorpe and the Owner Participant named therein, together with a Schedule identifying five other substantially identical Tax Indemnification Agreements. (Filed as Exhibit 10.32.17 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.18 -- Consent No. 1, dated as of December 30, 1996, among Georgia Power Company, Oglethorpe, SunTrust Bank, Atlanta, as Co-Trustee, and Fleet National Bank, as Owner Trustee, together with a Schedule identifying five other substantially identical Consents. (Filed as Exhibit 10.32.18 to the

Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)
</TABLE>

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*10.22.19(a)-- OPC Intercreditor and Security Agreement No. 1, dated as of December 30, 1996, among the United States of America, acting through the Administrator of the Rural Utilities Service, SunTrust Bank, Atlanta, Oglethorpe, Rocky Mountain Leasing Corporation, SunTrust Bank, Atlanta, as Co-Trustee, Fleet National Bank, as Owner Trustee, Utrecht-America Finance Co., as Lender and AMBAC Indemnity Corporation, together with a Schedule identifying five other substantially identical Intercreditor and Security Agreements. (Filed as Exhibit 10.32.19 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.22.19(b)-- Supplement to OPC Intercreditor and Security Agreement No. 1, dated as of March 1, 1997, among the United States of America, acting through the Administrator of the Rural Utilities Service, SunTrust Bank, Atlanta, Oglethorpe, Rocky Mountain Leasing Corporation, SunTrust Bank, Atlanta, as Co-Trustee, Fleet National Bank, as Owner Trustee, Utrecht-America Finance Co., as Lender and AMBAC Indemnity Corporation, together with a Schedule identifying five other substantially identical Supplements to OPC Intercreditor and Security Agreements. (Filed as Exhibit 10.32.19(b) to the Registrant's Form S-4 Registration Statement, File No. 333-42759.)

*10.23.1 -- Member Transmission Service Agreement, dated as of March 1, 1997, by and between Oglethorpe and Georgia Transmission Corporation (An Electric Membership Corporation). (Filed as Exhibit 10.33.1 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.23.2 -- Generation Services Agreement, dated as of March 1, 1997, by and between Oglethorpe and Georgia System Operations Corporation. (Filed as Exhibit 10.33.2 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.23.3 -- Operation Services Agreement, dated as of March 1, 1997, by and between Oglethorpe and Georgia System Operations Corporation. (Filed as Exhibit 10.33.3 to the Registrant's Form 10-K for the fiscal year ended December 31, 1996, File No. 33-7591.)

*10.24(2) -- Power Purchase and Sale Agreement between Morgan Stanley Capital Group Inc. and Oglethorpe, dated as of April 7, 1997. (Filed as Exhibit 10.34 to the Registrant's Form 10-Q for the quarterly period ended March 30, 1997, File No. 33-7591.)

10.25(3) -- Agreement Regarding Continued Employment, between Jack L. King and Oglethorpe.

10.26(3) -- Employment Agreement, dated as of September 1, 1998, between Oglethorpe and Thomas A. Smith.

21.1 -- Rocky Mountain Leasing Corporation, a Delaware corporation.

27.1 -- Financial Data Schedule (for SEC use only).
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(1) Pursuant to 17 C.F.R. 229.601(b)(4)(iii), this document(s) is not filed herewith; however the registrant hereby agrees that such document(s) will be provided to the Commission upon request.
(2) Certain portions of this document have been omitted as confidential and filed separately with the Commission.
(3) Indicates a management contract or compensatory arrangement required to be filed as an exhibit to this Report.

(b) REPORTS ON FORM 8-K.

No reports on Form 8-K were filed by Oglethorpe for the quarter ended December 31, 1998.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 15th day of March, 1999.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

By: /s/ J. Calvin Earwood

J. Calvin Earwood
Chairman of the Board

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<TABLE>
<CAPTION>

Signature	Title	Date
<S>	<C>	<C>
/s/ J. Calvin Earwood J. Calvin Earwood	Chairman of the Board, Director (Principal Executive Officer)	March 15, 1999
/s/ Jack L. King Jack L. King	President and Chief Executive Officer (Principal Executive Officer)	March 15, 1999
/s/ Mac F. Oglesby Mac F. Oglesby	Treasurer, Director (Principal Financial Officer)	March 15, 1999
/s/ Thomas A. Smith Thomas A. Smith	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	March 15, 1999
/s/ Robert D. Steele Robert D. Steele	Controller	March 15, 1999
/s/ Ashley C. Brown Ashley C. Brown	Director	March 15, 1999
/s/ Newton A. Campbell Newton A. Campbell	Director	March 15, 1999
/s/ Larry N. Chadwick Larry N. Chadwick	Director	March 15, 1999
/s/ Benny W. Denham Benny W. Denham	Director	March 15, 1999

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<S>	<C>	<C>
/s/ Wm. Ronald Duffey Wm. Ronald Duffey	Director	March 15, 1999
/s/ Sammy M. Jenkins Sammy M. Jenkins	Director	March 15, 1999
/s/ J. Sam L. Rabun	Director	March 15, 1999

J. Sam L. Rabun

/s/ John S. Ranson Director March 15, 1999

John S. Ranson

</TABLE>

SUPPLEMENTAL INFORMATION TO BE FURNISHED WITH REPORTS FILED PURSUANT TO SECTION 15(d) OF THE ACT BY REGISTRANTS WHICH HAVE NOT REGISTERED SECURITIES PURSUANT TO SECTION 12 OF THE ACT.

The registrant is a membership corporation and has no authorized or outstanding equity securities. Proxies are not solicited from the holders of Oglethorpe's public bonds. No annual report or proxy material has been sent to such bondholders.

EXHIBIT 3.2

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)
BYLAWS

AS AMENDED BY THE MEMBERS ON
SEPTEMBER 14, 1998

TABLE OF CONTENTS

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ARTICLE I

MEMBERSHIP

SECTION 1. QUALIFICATIONS FOR MEMBERSHIP.
Any "EMC" (as defined in Section 46-3-171(3) of the Georgia Electric Membership Corporation Act) shall be eligible to become a Member. An EMC desiring to become a Member shall submit to the Secretary of the Corporation an application for membership in writing. The application shall be presented to the Board of Directors at the next meeting of the Board held ninety days or more after the date of submission of the application. The applicant shall become a Member at such time as the Board of Directors has approved its application and the EMC has:

(a) Paid the membership fee established pursuant to Section 2 of this Article I;
(b) Executed an agreement to purchase capacity and energy at wholesale from the Corporation on terms and conditions satisfactory to the Board of Directors;
(c) Agreed to comply with and be bound by the Articles of Incorporation and Bylaws of the Corporation, as amended from time to time, and such policies, rules and regulations as may from time to time be adopted by the Board of Directors; and
(d) Satisfied all other conditions established for membership by the Board of Directors.

SECTION 2. MEMBERSHIP FEE.
The amount of the fee for admission to membership shall be established from time to time by the Board of Directors.

SECTION 3. PURCHASE OF CAPACITY AND ENERGY BY MEMBERS.
Each Member shall purchase capacity and energy from the Corporation on such terms and conditions as are provided in the Wholesale Power Contract between the Corporation and the Member as the same may exist from time to time.

SECTION 4. PAYMENT BY MEMBERS OF OBLIGATIONS TO THE CORPORATION.
Each Member shall pay any and all amounts which may from time to time become due and payable by the Member to the Corporation as and when the same shall become due and payable.

SECTION 5. NON-LIABILITY OF MEMBERS FOR DEBTS OF THE CORPORATION.
A Member shall not, solely by virtue of its status as such, be liable for the debts of the Corporation; and the property of a Member shall not, solely by virtue of its status as such, be subject to attachment, garnishment, execution or other procedure for the collection of such debts.

SECTION 6. EXPULSION OF MEMBER.
Any Member which shall have violated or refused to comply with any of the provisions of the Articles of Incorporation of the Corporation, these Bylaws, or any policy, rule or regulation adopted from time to time by the Board of Directors may be expelled from membership by the affirmative vote of not less than two-thirds of all of the Directors. Any Member so expelled may be

reinstated as a Member by a majority vote of all of the Directors. Termination of membership shall not release the Member from its debts, liabilities or obligations to the Corporation, including, without limitation, its obligations under the Wholesale Power Contract between the Member and the Corporation.

SECTION 7. WITHDRAWAL OF MEMBER.
Any Member may withdraw from membership upon payment in full, or making adequate provisions for the payment in full, of all its debts to the Corporation and upon satisfying or making adequate provisions for the satisfaction of all its liabilities and obligations to the Corporation, including, without limitation, its obligations under the Wholesale Power Contract between the Member and the Corporation, and upon compliance with such other terms and conditions as the Board of Directors may prescribe.

SECTION 7.A.

(1) As to all Members who have executed an Amended and Restated Wholesale Power Contract between the Corporation and the Member dated as of August 1, 1996, as amended from time to time, a Member may withdraw on the following terms. A Member shall be deemed to have withdrawn from the Corporation, and it shall no longer be a member of the Corporation for any purpose, on the date on which all three (3) of the following conditions have been satisfied:

(a) the Withdrawing Member has delivered to the Chairman of the Board of the Corporation a Notice of Intent to Withdraw in the form attached as an Exhibit to the Member Agreement, dated as of August 1, 1996, by and among the Corporation, Georgia Transmission Corporation, Georgia System Operations Corporation, and certain members of the Corporation (the "Member Agreement"); and

(b) the Withdrawing Member has executed and delivered to the Corporation the form of withdrawal agreement attached as an Exhibit to the Member Agreement (the "Withdrawal Agreement"); and

(c) the Withdrawal has become effective in accordance with the terms and conditions of the Withdrawal Agreement.

Until the date on which all of the foregoing conditions have been satisfied, the Withdrawing Member shall remain a Member of the Corporation with all of the duties, rights, responsibilities and obligations attendant to membership in the Corporation.

(2) As to those Members who have not executed an Amended and Restated Wholesale Power Contract dated as of August 1, 1996, as amended from time to time, a Member may withdraw on the terms set forth in Article l, Section 7, of the Corporation's Bylaws.

(3) Notwithstanding anything to the contrary contained in these Bylaws, any amendment to or revocation of this Article l, Section 7.a. shall not be effective as to any Member who, within thirty (30) days after receiving written notification of said amendment or revocation, delivers to the Chairman of the Board of the Corporation a written notification that it does not concur with the amendment or the revocation.

SECTION 8. TRANSFER OF MEMBERSHIP.
Upon consolidation, merger or sale of substantially all its assets, a Member may transfer its membership to its corporate successor or the purchaser of such assets if such successor or purchaser is otherwise eligible for membership and has met the requirements for membership set forth in this Article I, upon satisfying or making adequate provisions for the satisfaction of all its liabilities and obligations to the Corporation including, without limitation, its obligations under the Wholesale Power Contract between the Member and the Corporation, and upon satisfying any additional terms and conditions the Board of Directors may establish for such transfer, including, without limitation, the payment of a reasonable fee for the transfer. A membership in the Corporation shall not otherwise be transferable.

ARTICLE II

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING OF MEMBERS.
The annual meeting of Members shall be held during the first quarter of each calendar year at a time and place within the service area of the Corporation designated by the Board of Directors; provided that failure to hold the annual meeting shall not work a forfeiture nor shall such failure affect otherwise valid corporate acts.

SECTION 2. SPECIAL MEETINGS OF MEMBERS.
Special meetings of Members may be called by the Chairman of the Board, the President, or upon written request of at least ten percent of all the Members. Members shall request the call of a special meeting of Members by presenting to the Secretary of the Corporation resolutions of their boards of directors authorizing such action. Special meetings of the Members shall be held at the time specified by the person or persons calling the meeting, and at such place within the service area of the Corporation as the Board of Directors shall designate from time to time. In the case of any special meeting of Members called upon the request of less than twenty-five percent of the Members, a majority of the Members present at such meeting may assess all of the expenses of such meeting against the Members requesting the call of the meeting.

SECTION 3. NOTICE OF MEETINGS OF MEMBERS.
Written notice stating the place, the day and the hour of a meeting of Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than five nor more than ninety days before the date of the meeting by any reasonable means, by or at the direction of the President. Reasonable means for providing such notice shall include, but not be limited to, United States mail, telecopier and personal delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with adequate prepaid first class postage thereon addressed to the Member at its address as it appears on the record books of the Corporation. Notice of any meeting of Members need not be given to any Member who signs a waiver of notice, either before or after the meeting. Attendance of a Member at a meeting shall constitute waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

SECTION 4. QUORUM FOR MEETINGS OF MEMBERS; ADJOURNMENT.
A majority of the Members shall constitute a quorum for any meeting of Members. A majority of those present may adjourn the meeting from time to time, whether or not a quorum is present. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member in compliance with Section 3 of this Article II.

SECTION 5. VOTING; MEMBER ACTION.
Each Member shall be entitled to one vote upon each matter submitted to a vote at a meeting of Members. If a quorum is present at a meeting, the affirmative vote of a majority of the Members represented at the meeting shall be the act of the membership unless the vote of a greater number is required by law, the Articles of Incorporation or these Bylaws.

SECTION 6. MEMBER REPRESENTATIVE AND ALTERNATE REPRESENTATIVE.
The board of directors of each Member shall appoint as its representative (the "Member Representative") a member of such board to represent and cast the vote of the Member at all meetings of Members and of the Nominating Committee, and may appoint as its alternate representative (the "Alternate Representative") the General Manager (which for purposes of these Bylaws shall include the person

having the duties of a general manager) of such Member. Except in connection with the first election of Directors pursuant to this Section 6, no person who is a Director of the Corporation, Georgia Transmission Corporation ("GTC"') or Georgia System Operations Corporation ("GSOC") may serve as a Member Representative or an Alternate Representative.

If a person who is a Member Representative or Alternate Representative shall become disqualified from serving as such, such person shall immediately be deemed to have been removed as Member Representative or Alternate Representative and the board of directors of the Member shall appoint a new Member Representative and may appoint a new Alternate Representative, as the case may be. If the General Manager of a Member shall become disqualified from serving as Alternate Representative, the board of directors of the Member may appoint as its Alternate Representative an employee or a member of its board.

Each Member shall be entitled to have its Member Representative and Alternate Representative present at each meeting of Members, the Advisory Board and the Nominating Committee. If the Member Representative shall be absent from any meeting, die, resign or be removed, then the Alternate Representative may represent and cast the vote of the Member at such meeting or until a new Member Representative is appointed if a Member has no Member Representative and no Alternate Representative, an officer of the Member may represent and cast the vote of the Member. In case of conflicting representation by the officers of a Member, the Member shall be deemed to be represented by its senior officer in the order specified in Section 46-3-266(c) of the Georgia Electric Membership Corporation Act.

The person authorized to cast the vote of a Member in accordance with this Section 6 shall be conclusively presumed to be authorized to vote as he sees fit on all matters submitted to a vote of the Members unless such Member shall specifically limit the voting power of its Member Representative, Alternate Representative or officers, as the case may be, by a written statement executed by the president or vice president and the secretary of the Member under its corporate seal pursuant to a resolution duly adopted by its board of directors, and delivered to the Secretary of the Corporation.

SECTION 7. NOTIFICATION OF CORPORATION OF IDENTITY OF MEMBER REPRESENTATIVE AND ALTERNATE REPRESENTATIVE.
Each Member shall file with the Secretary of the Corporation a written statement executed by the president or vice president and the secretary of the Member under its corporate seal, stating the name of its Member Representative and Alternate Representative and, where applicable, the dates of expiration of their respective terms as directors of the Member. The statement shall contain a certification that the Member Representative and Alternate Representative have been appointed in accordance with a resolution duly adopted by the board of directors of the Member. A Member may, at any time by resolution of its board of directors and notice to the Corporation, terminate the appointment of its Member Representative or Alternate Representative. Notice to the Corporation of such action shall be by a written statement executed by the president or vice president and the secretary of such Member under its corporate seal.

SECTION 8. WRITTEN CONSENT OF MEMBERS.
Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken shall be signed by persons duly authorized to cast the vote of each Member.

SECTION 9. COMPENSATION OF MEMBER REPRESENTATIVES AND ALTERNATE REPRESENTATIVES.
The compensation of the Member Representatives and Alternate Representatives for service as such and in connection with the Advisory Board and the Nominating Committee shall be fixed from time to time by action of the Members in accordance with Section 5 of this Article II. Member Representatives and Alternate Representatives also shall be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties.

ARTICLE III

CHAIRMAN AND VICE CHAIRMAN OF MEMBER REPRESENTATIVES

SECTION 1. OFFICERS; QUALIFICATIONS.
The officers of the Member Representatives shall be a Chairman and Vice Chairman. The Chairman and Vice Chairman must be the duly appointed Member Representative of a Member pursuant to Article II, Section 6 of these Bylaws.

SECTION 2. APPOINTMENT AND TERM OF OFFICE OF OFFICERS.
The Chairman and Vice Chairman of the Member Representatives shall be elected annually by the Member Representatives at the annual meeting of Members held pursuant to Article II, Section 1 of these Bylaws.

The Chairman and Vice Chairman of the Member Representatives shall hold office as such until the next succeeding annual meeting of the Members and until his successor shall have been elected or appointed and shall have qualified, or until his earlier resignation, removal from office or death. Provided that the individual serving as Chairman and the individual elected Vice Chairman on the effective date of this provision shall continue to serve until the 1999 annual meeting.

SECTION 3. REMOVAL OF OFFICERS.
The Chairman and Vice Chairman may be removed by the Member Representatives whenever in their judgment the best interest of the Members will be served thereby.

SECTION 4. CHAIRMAN OF THE MEMBER REPRESENTATIVES.
The Chairman of the Member Representatives shall:

(a) preside at all meetings of the Members, the Advisory Board and the Nominating Committee; and

(b) have such other duties and powers as may be prescribed by the Member Representatives from time to time.

SECTION 5. VICE CHAIRMAN OF THE MEMBER REPRESENTATIVES.
The Vice Chairman of the Member Representatives shall:

(a) in the absence of the Chairman of the Member Representatives, preside at all meetings of the Members, the Advisory Board and the Nominating Committee; and

(b) have such other duties and powers as may be prescribed by the Member Representatives from time to time.

ARTICLE IV

ADVISORY BOARD AND NOMINATING COMMITTEE

SECTION 1. ADVISORY BOARD.
The Corporation shall have an Advisory Board, the members of which shall be the Member Representatives. The Advisory Board shall convene at three quarterly meetings annually for the purpose of receiving reports from the Board of Directors and management of the Corporation and acting in an advisory capacity. The Advisory Board shall have no authority to take any official action on behalf of the Corporation or any Member. When acting in the capacity of a member of the Advisory Board, a Member Representative shall have no fiduciary or other responsibility to the Corporation or any Member, and no Member Representative shall be personally liable to the Corporation or any Member on account of any action taken or not taken as a member of the Advisory Board.

SECTION 2. NOMINATING COMMITTEE.
The Corporation shall have a Nominating Committee, the members of which shall be the Member Representatives. The Nominating Committee shall be responsible for nominating all Directors as provided in Article V, Section 4 of these Bylaws and shall have exclusive authority with respect to all such nominations. The

Nominating Committee shall also have exclusive authority to investigate the accuracy of any affidavit filed by a Member pursuant to this Section 2. No action taken by the Nominating Committee may be amended, repealed or in any way overruled by the Board of Directors, any committee thereof, or the Members.

Actions taken by the Nominating Committee shall be by votes cast by members of the Nominating Committee, weighted in accordance with the number of customers served through facilities served by the Corporation that are entitled to vote as members of the Member whose Member Representative is casting the vote as a member of the Nominating Committee. No later than February 15 of each year, each Member shall file with the Secretary of the Corporation an affidavit in such form as may be prescribed by the Board of Directors from time to time sworn to and executed by the chairperson of the Board of Directors of such Member and the General Manager of such Member, stating the number of customers served through facilities served by the Corporation that are entitled to vote as members of such Member as of the immediately preceding December 31. With respect to any action taken by the Nominating Committee, the number of customers entitled to vote as members of each Member shall be as set forth in the last such affidavit filed with the Secretary of the Corporation by such Member. Upon a determination by the Nominating Committee that any such affidavit filed by a Member is inaccurate, the Nominating Committee shall determine the

number of customers served through facilities served by the Corporation that are entitled to vote as members of such Member. Such number as determined by the Nominating Committee shall for purposes of any action taken by the Nominating committee thereafter be deemed to be substituted for the number reflected in such inaccurate affidavit.

Either (i) a majority of the members of the Nominating Committee or (ii) a number of members of the Nominating Committee whose votes collectively constitute a majority of the votes of all members of the Nominating Committee shall constitute a quorum for any meeting of the Nominating Committee. If a quorum is present at a meeting, except as provided in Section 4 of Article V, the affirmative majority vote of the members of the Nominating Committee present at such meeting shall be the act of the Nominating Committee.

The Nominating Committee may appoint from time to time one or more sub-committees for the purpose of researching, identifying or interviewing candidates for Director or such other purposes related to the function of the Nominating Committee as the Nominating Committee shall specify.

ARTICLE V

DIRECTORS

SECTION 1. GENERAL POWERS OF BOARD OF DIRECTORS.
The business and affairs of the Corporation shall be managed by a Board of Directors which shall be elected by the Members.

SECTION 2. TERM OF DIRECTORS.
Each Director other than the President shall serve for a term ending on the date of the third annual meeting of the Members following the annual meeting at which such Director is elected; provided, however, that in connection with the first election of Directors pursuant to this Article V, the Members may specify shorter terms for any Director for the purpose of providing staggered terms for the Directors. Each Director shall serve until his successor is appointed or elected and qualified or until his earlier death, resignation or removal.

SECTION 3. NUMBER AND QUALIFICATIONS OF DIRECTORS.
The Board of Directors shall consist of a total of eleven Directors, one of whom shall be the Member At-Large Director, five of whom shall be Member Regional Directors, four of whom shall be Outside Directors and one of whom shall be the Inside Director; provided, however, that prior to the annual meeting of Members in 1997, the Board of Directors shall consist of not less than seven nor more than eleven Directors, including the Member At-Large Director, five Member Directors, the Inside Director and such number of Outside Directors as have been elected from time to time pursuant to the schedule for election of Outside Directors established by the Board of Directors from time to time. The Member

At-Large Director and Member Regional Directors are referred to collectively in these Bylaws as "Member Directors."

The Member Directors must be a Director or General Manager of one of the Members. One Member Regional Director shall come from each of the five regions described in this Section 3. The President of the Corporation shall be the Inside Director.

An Outside Director shall have experience in one or more matters pertinent to the Corporation's business, including, without limitation, operations, marketing, finance or legal matters. No Outside Director may be a current or former officer of the Corporation, a current employee of the Corporation, a former employee of the Corporation who is receiving compensation for prior services (other than benefits under a tax-qualified retirement plan) or a director, officer or employee of GTC, GSOC or any Member. In addition, no person receiving any remuneration from the Corporation in any capacity other than as an Outside Director, either directly or indirectly and whether in the form of payment for any good or service or otherwise, shall be qualified to serve as an Outside Director.

No person other than the President may serve as a Director of more than one of the Corporation, GTC or GSOC. While a Director or General Manager of any Member serves as a Director of the Corporation, GTC or GSOC, then no other person from such Member may serve as a Director of any of such corporations.

The five regions and the Members located in such regions are as follows:

<TABLE>

<S>	<C>	<C>	<C>
Region 1:	Amicalola EMC	Region 4:	Colquitt EMC
	Carroll EMC		Grady EMC
	Cobb EMC		Irwin EMC
	Coweta-Fayette EMC		Middle Georgia EMC
	GreyStone Power Corporation		Mitchell EMC
	Troup EMC		Ocmulgee EMC
			Pataula EMC
Region 2:	Habersham EMC		Sumter EMC
	Hart EMC		Three Notch EMC
	Jackson EMC		
	Rayle EMC	Region 5:	Altamaha EMC
	Sawnee EMC		Canoochee EMC
	Walton EMC		Coastal EMC
			Excelsior EMC
Region 3:	Central Georgia EMC		Little Ocmulgee EMC
	Flint EMC		Okefenoke REMC
	Jefferson Energy Cooperative		Planters EMC
	Lamar EMC		Satilla REMC
	Oconee EMC		Slash Pine EMC
	Snapping Shoals EMC		
	Tri-County EMC		
	Upson County EMC		

</TABLE>

Washington EMC

Upon admission of a new Member, the Board of Directors shall assign such new Member to one of the five regions.

SECTION 4. NOMINATION AND ELECTION OF DIRECTORS.
Any qualified person desiring to be considered as a candidate for nomination as a Member Director may file an application for nomination with the Secretary of the Corporation no later than 60 days prior to the date set for the annual

meeting of Members at which such Member Director is to be elected; provided, however, that the period during which such applications may be filed in connection with the first election of Directors pursuant to this Section 4 shall be as established by the Members. No person may file an application for nomination for more than one Member Director position.

After applications for nomination for Member Director positions have been filed, members of the Nominating Committee may also designate one or more qualified persons as candidates for nomination whether or not any such person filed an application. Candidates for nomination as Outside Directors shall be recommended to the Nominating Committee by any Member or the staff of the Corporation no later than 60 days prior to the date set for the annual meeting of Members.

All nominations of Directors by the Nominating Committee shall be made by group, in accordance with the following procedures, applied first to the Member At-Large Director candidates, then to the Member Regional Director candidates as a group and then to the Outside Director candidates as a group. Except in those cases where there is one potential nominee for a position, and the Nominating Committee has unanimously voted to vote on that potential nominee by voice vote, all nominations shall be made by voice roll call vote. Once all nominating votes, or abstentions (which shall be considered a vote), for each of (i) the Member At-Large Director candidates, (ii) the group of Member Regional Director candidates and (iii) the group of Outside Director candidates, respectively, have been voiced, the Chairman shall announce at the end of each such group of votes an opportunity for votes to be changed. After such opportunity, if there are no vote changes, the votes shall be final and effective. If there are any vote changes, the Chairman shall announce another opportunity for votes to be changed. This process shall continue until either (a) there are no further vote changes, or (b) all members of the Nominating Committee have changed their vote twice. No member of the Nominating Committee may change his vote more than twice. At the end of such process, the votes as previously changed shall be final and effective.

Except as provided in the last sentence of this paragraph, the candidate for each Director position receiving a majority vote of the Nominating Committee shall be the nominee. If more than two persons apply or are designated by a member of the Nominating Committee as a candidate for nomination for a Director position and no one candidate receives a majority vote of the Nominating Committee, the Nominating Committee shall conduct a second round of voting between the two candidates that received the most votes in the first round of voting,

and the candidate receiving a majority vote in such second round shall be the nominee. If neither candidate receives a majority vote of the Nominating Committee in such second round, the Nominating Committee shall conduct a third round of voting between such candidates. If neither candidate receives a majority vote of the Nominating Committee in such third round, the candidate receiving the most votes in such third round shall be the nominee.

Any attempted "write-in" vote cast by a Member for any person who has not been selected by majority vote of the Nominating Committee as a Director nominee (regardless of whether such person did or did not apply as a candidate or was or was not designated by a member of the Nominating Committee as a candidate) shall be void, and for purposes of counting votes shall be deemed an abstention. Directors shall be nominated and elected at each annual meeting of the Members in the following order:

First, the Nominating Committee shall vote to select the nominee for Member At-Large Director. The Members shall then vote for the election of such nominee. If such nominee does not receive a majority of such votes, the Nominating Committee shall vote to select another nominee for Member At-Large Director, and the Members shall vote for the election of such nominee. This nomination and election process shall be repeated as many times as necessary until a nominated candidate has been elected.

Second, the Nominating Committee shall vote to select one nominee for each Member Regional Director position to be elected at such annual meeting of the Members. The Members shall then vote separately for the

election of each such nominee for Member Regional Director. If any such nominee does not receive a majority of such votes, the Nominating Committee shall vote to select another nominee, and the Members shall vote for the election of such nominee. This nomination and election process shall be repeated as many times as necessary until a nominated candidate has been elected.

Third, the Nominating Committee shall vote to select a nominee for each Outside Director position to be elected at such annual meeting. The Members shall then vote separately for the election of each such nominee. If any such nominee does not receive a majority of such votes, the Nominating Committee shall vote to select another nominee and the Members shall vote for the election of such nominee. This nomination and election process shall be repeated as many times as necessary until a nominated candidate has been elected.

SECTION 5. FILLING VACANCIES ON BOARD OF DIRECTORS.
Vacancies (other than a vacancy in the office of President) occurring among the incumbent Directors may be filled temporarily by the Board of Directors at its next meeting held thirty (30) days or more after the occurrence of the vacancy. Any Director so appointed shall serve until the next annual meeting of the Members or any special meeting of the Members called for the purpose of filling such position. At such annual or special meeting of the Members, the Nominating Committee shall nominate and the Members shall elect, in accordance with

Section 4 of this Article V, a Director to serve for the unexpired term of the Director whose position was vacated.

Vacancies occurring among the Directors due to an increase in the number of Directors shall be filled in accordance with the nomination and election process provided for in Section 4 of this Article V at the meeting of the Members at which the action to increase the number of Directors was taken.

A vacancy occurring in the office of President shall be filled only by the Board of Directors.

SECTION 6. RESIGNATION AND REMOVAL OF DIRECTORS.
If any Member Director or any Outside Director ceases to be qualified to hold such position, he shall immediately be deemed to be removed as a Director of the Corporation. Resignation or removal of the President from the office of President shall operate as a resignation as Inside Director.

Any Member or Director may bring charges against a Director for neglect or breach of duty or other action or inaction which is or may be injurious to the Corporation by filing them in writing with the Secretary, together with a petition signed by twenty-five percent of the Members, requesting that the matter be brought before a meeting of Members. The removal shall be voted upon at the next regular or special meeting of the Members. A majority vote of the Members present at the meeting shall determine such removal. The Director against whom such charges have been brought shall be informed in writing of the charges at least fifteen days prior to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence; and the person or persons bringing the charges against him shall have the same opportunity. At any meeting at which a Director is removed by the Members, the Nominating Committee shall nominate, and the Members shall elect, in accordance with Section 4 of this Article V, a Director to serve for the unexpired term of such removed Director. Any Director removed pursuant to this Section 6 shall be eligible to again be nominated to serve as a Director of the Corporation only with the consent of a majority of the Members present and voting at a meeting at which the question is presented.

SECTION 7. COMPENSATION OF DIRECTORS.
The compensation of the Directors shall be fixed by the Board of Directors from time to time. Directors also shall be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties.

SECTION 8. POWER OF DIRECTORS TO ADOPT RULES AND REGULATIONS AND POLICIES.
The Board of Directors shall have the power to adopt policies, rules and

regulations for the management, administration and regulation of the business and affairs of the Corporation, provided that they are not inconsistent with law, the Articles of Incorporation or these Bylaws.

SECTION 9. POWER TO APPOINT COMMITTEES.
Except where the composition of a committee is established by these Bylaws, the Chairman of the Board may establish (and abolish) committees comprised of Directors and others. Such

committees shall not have any of the powers of the Board of Directors, and shall perform such functions as are assigned specifically to them for the purpose of advising or making recommendations to the Board of Directors. When establishing (and abolishing) such committees, the Chairman of the Board shall comply with such policies, rules and regulations, if any, as may from time to time be adopted by the Board of Directors with respect to such committees. A majority of the full Board of Directors may also establish (and abolish) committees of the Board pursuant to Section 46-3-297 of the Georgia Electric Membership Corporation Act.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS OF DIRECTORS.
A regular meeting of the Board of Directors shall be held quarterly or more often at such time and place as the Board of Directors may designate. Such regular meetings may be held without notice.

SECTION 2. SPECIAL MEETINGS OF DIRECTORS.
Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or by twenty-five percent of the Directors then in office. The persons calling a special meeting may fix the time and place for the meeting.

SECTION 3. NOTICE OF SPECIAL MEETINGS OF DIRECTORS.
Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by or at the direction of the Chairman of the Board.

The notice shall be given to each Director, at least five days prior to the meeting, by written notice delivered personally or mailed to each Director at their respective last known addresses. If mailed, such notice shall be deemed delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when the Director attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

SECTION 4. QUORUM FOR MEETING OF DIRECTORS.
A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the Directors present may adjourn the meeting to another time and place without further notice, whether or not a quorum is present.

SECTION 5. ACTION OF BOARD OF DIRECTORS.

(a) The vote of a majority of Directors present and voting at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors unless the vote of a greater number is required by law, the Articles of Incorporation or these Bylaws.

(b) Notwithstanding the provisions of Subsection (a) of this Section 5, the affirmative vote of two-thirds of the Directors shall be required to (i) modify, amend or rescind any Member Rate Policy then in effect or (ii) revise any rate for electric power and energy furnished under the Wholesale Power Contracts between each Member and the Corporation. Notwithstanding the provisions of Article XI hereof, the provisions of this Subsection (b) may not be altered, amended or repealed by the Directors except by the affirmative vote of two-thirds of the Directors.

SECTION 6. WRITTEN CONSENT OF DIRECTORS.
Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all the Directors and filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VII

OFFICERS

SECTION 1. OFFICERS; QUALIFICATIONS.
The officers of the Corporation shall be a Chairman of the Board, a President, a Secretary, and a Treasurer. The Chairman of the Board and the President must be members of the Board of Directors. Any two or more offices may be held by the same person, except that one person may not hold both the offices of Chairman of the Board and President and, pursuant to the Georgia Electric Membership Corporation Act, one person may not hold both the offices of President and Secretary.

SECTION 2. APPOINTMENT AND TERM OF OFFICE OF OFFICERS.
The Chairman of the Board shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members or as soon thereafter as practicable. The Chairman of the Board shall hold office as such until the first meeting of the Board of Directors following the next succeeding annual meeting of the Members and until his successor shall have been elected or appointed and shall have qualified, or until his earlier resignation, removal from office, or death. Each of the President, Secretary and Treasurer shall be appointed by the Board of Directors and shall hold office until his successor shall have been appointed and shall have qualified, or until his earlier resignation, removal from office, or death.

SECTION 3. REMOVAL OF OFFICERS.
Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation will be served thereby.

SECTION 4. CHAIRMAN OF THE BOARD.
The Chairman of the Board shall:

(a) preside at meetings of the Board of Directors; and

(b) have such other duties and powers as are incident to his office and such other duties and powers as may be prescribed by the Board of Directors from time to time.

SECTION 5. PRESIDENT.
The President shall:

(a) manage the day-to-day operations and activities of the Corporation;

(b) have the power to enter into and execute contracts on behalf of the Corporation and to sign certificates, contracts or other instruments on behalf of the Corporation; and

(c) have such other duties and powers as are incident to his office and such other duties and powers as may be prescribed by the Board of Directors from time to time.

At the determination of the Board of Directors, the President may be designated as chief executive officer of the Corporation, in which case such designation may be added to the title of the office of President.

SECTION 6. SECRETARY.
The Secretary shall be responsible for seeing that minutes of all meetings of the Members and the Board of Directors are kept and shall have authority to certify as to the corporate books and records, and shall keep a register of the address of each Member and Director. The Secretary shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or the Board of Directors.

SECTION 7. TREASURER.
The Treasurer shall oversee the management of the financial affairs of the Corporation by the staff, and shall perform the other duties incident to the office of Treasurer and have such other duties as from time to time may be assigned to him by the President or the Board of Directors.

SECTION 8. APPOINTMENT OF OFFICERS AND AGENTS.
The Board of Directors may appoint from time to time one or more Executive or Senior Vice Presidents, Vice Presidents, other officers, assistant officers and agents as the Board of Directors may determine. Each such Executive or Senior Vice President, Vice President, other officer, assistant officer and agent shall perform such duties as the action appointing him

provides and, unless the action otherwise provides, shall perform such duties as may from time to time be delegated to him by the President and the duties which are generally performed by the elected officers or assistant officers having the same title.

SECTION 9. BONDS OF OFFICERS.
The Board of Directors shall require all officers and employees of the Corporation to give bond in such sum and with such surety as the Board of Directors shall determine.

SECTION 10.COMPENSATION OF OFFICERS.
The compensation of all officers shall be determined by the Board of Directors, or by a person or persons designated by the Board of Directors.

ARTICLE VIII

COOPERATIVE OPERATION

SECTION 1. INTEREST OR DIVIDENDS ON CAPITAL PROHIBITED.
The Corporation shall at all times be operated on a cooperative basis for the mutual benefit of its Members. No interest or dividends shall be paid or payable by the Corporation on any capital furnished by Members.

SECTION 2. PATRONAGE CAPITAL IN CONNECTION WITH FURNISHING ELECTRIC ENERGY.
In the furnishing of electric energy, the Corporation's operation shall be so conducted that all Members will through their patronage furnish capital for the Corporation. The Corporation is obligated to account on a patronage basis to all Members for all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses properly chargeable against the furnishing of electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Corporation are received with the understanding that they are furnished by Members as capital. The Corporation is obligated to credit to one or more capital accounts for each Member all such amounts in excess of operating costs and expenses. The books and records of the Corporation shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each Member is clearly reflected and credited in an appropriate record to one or more capital accounts for each Member, and the Corporation shall within a reasonable time after the close of the fiscal year notify each Member of the amount of capital so credited to its account or accounts. All such amounts credited to a capital account of any Member shall have the same status as though they had been paid to the Member in cash in pursuance of a legal obligation to do so and the Member had then furnished the Corporation corresponding amounts for capital.

All other amounts received by the Corporation from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to the Members on a patronage basis and any amounts so allocated shall be a part of the capital credited to an appropriate account for each Member.

In the event of dissolution or liquidation of the Corporation, after all its outstanding indebtedness shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of Members. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Corporation will not be impaired thereby, capital then credited to Members' accounts and the accounts of former Members may be retired in full or in part. Any such retirements of capital from a particular type account shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Corporation being first retired. Notwithstanding the preceding sentence, retirements of each Member's capital credits made pursuant to the First Amended and Restated Restructuring Agreement, dated as of August 1, 1996, by and among the Corporation, Georgia Transmission Corporation, and Georgia System Operations Corporation, as such agreement may be amended, shall be allocated among and charged to the Members' capital accounts as provided therein.

Capital credited to the accounts of Members shall be assignable only on the books of the Corporation to a transferee of a Member's membership, pursuant to written instruction from the Member and then only upon satisfaction of all requirements for a transfer of membership established by or pursuant to these Bylaws.

SECTION 3. ACCOUNTING SYSTEM AND REPORTS.
The Board of Directors shall cause to be established and maintained a complete accounting system which shall conform to applicable law and to the requirements of the Corporation's lenders. After the close of each fiscal year, the Board of Directors shall also cause to be made a full and complete audit of the accounts, books and financial condition of the Corporation as of the end of such fiscal year. A report on the audit for the fiscal year immediately preceding each annual meeting of Members shall be submitted to the Members at such annual meeting.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

SECTION 1. INDEMNIFICATION.
The Corporation shall indemnify each person who is or was a Director, officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of such person) or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the full extent permitted under Sections 46-3-306(b), (c) and (d) of the Georgia Electric Membership Corporation Act or any successor provisions of the laws of the State of Georgia. If any such indemnification is requested pursuant to Sections 46-3-306(b) or (c) of said Act or laws, the Board of Directors shall cause a determination to be made (unless a court has ordered the indemnification) in one of the manners prescribed in Section 46-3-306(e) of said Act or laws as to whether indemnification of the party requesting indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 46-

3-306(b) or (c) of said Act or laws. Upon any such determination that such indemnification is proper, the Corporation shall make indemnification payments of liability, cost, payment or expense asserted against or paid or incurred by

him in his capacity as such a director, officer, employee or agent to the maximum extent permitted by said Sections of said Act or laws. The indemnification obligation of the Corporation set forth herein shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which any party may be entitled under any other bylaw provision or resolution approved by the Members pursuant to Section 46-3-306(g) of said Act or laws.

SECTION 2. INSURANCE.
The Corporation may purchase and maintain insurance at its expense, to protect itself and any Director, officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of any such person) against any liability, cost, payment or expense described in Section 1 of this Article IX, whether or not the Corporation would have the power to indemnify such person against such liability.

ARTICLE X

SEAL

The seal of the Corporation shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the words "Corporate Seal" or the word "Seal" accompanying the signature of an officer signing for and on behalf of the Corporation shall be the seal of the Corporation.

ARTICLE XI

AMENDMENT

These Bylaws may be amended at any meeting of the Board of Directors by the affirmative vote of not less than a majority of the Directors present at a meeting at which a quorum is present provided notice of such meeting containing a copy of the proposed amendment shall have been given not less than five nor more than ninety days prior thereto; provided, however, that the provisions of Section 6 of Article II, Article IV, Sections 1 through 6 of Article V and Article XI of these Bylaws may not be altered, amended or repealed except by the affirmative vote of three-fourths of the Members.

Any bylaw provision adopted by the Board of Directors may be altered, amended or repealed and new provisions adopted by the Members by the affirmative vote of not less than a majority of the Members present at a meeting at which a quorum is present, provided notice of such meeting containing a copy of the proposed amendment shall have been given. The Members may prescribe that any bylaw provisions adopted by them shall not be altered, amended or repealed by the Board of Directors.

EXHIBIT 4.7.1(e)

UPON RECORDING, RETURN TO:
MS. SHAWNE M. KEENAN
SUTHERLAND, ASBILL & BRENNAN LLP
999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

PURSUANT TO Section 44-14-35.1 OF OFFICIAL CODE OF GEORGIA ANNOTATED, THIS INSTRUMENT EMBRACES, COVERS AND CONVEYS SECURITY TITLE TO AFTER-ACQUIRED PROPERTY OF THE GRANTOR

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION),
GRANTOR,

to

SUNTRUST BANK, ATLANTA,
TRUSTEE

FOURTH SUPPLEMENTAL INDENTURE

Relating to the

Series 1998A (Burke) Note

and

Series 1998B (Burke) Note

Dated as of March 1, 1998

FIRST MORTGAGE OBLIGATIONS

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of March 1, 1998, is between OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized and existing under the laws of the State of Georgia, as Grantor (hereinafter called the "Company"), and SUNTRUST BANK, ATLANTA, a banking corporation organized and existing under the laws of the State of Georgia, as Trustee (in such capacity, the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of March 1, 1997 (hereinafter called the "Original Indenture") for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Original Indenture (capitalized terms used herein shall have the meanings ascribed to them in the Original Indenture as provided in Section 2.1 hereof);

WHEREAS, the Development Authority of Burke County (the "Burke Authority") issued $216,925,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1997B (the "Series 1997B Bonds"), which mature on May 28, 1998;

WHEREAS, the Burke Authority loaned the proceeds from the sale of the Series 1997B Bonds to the Company, with such loan being evidenced by that certain Series 1997B (Burke) Note, dated as of October 1, 1997 (the "Series 1997B (Burke) Note"), from the Company to SunTrust Bank, Atlanta, as trustee (in such capacity, the "Series 1997B (Burke) Trustee"), as assignee and pledgee of the Burke Authority pursuant to the Trust Indenture, dated as of October 1, 1997 (the "Series 1997B Indenture"), between the Burke Authority and the Series 1997B (Burke) Trustee;

WHEREAS, the Burke Authority intends to issue $216,925,000 in aggregate principal amount of Development Burke Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998A and Series 1998B (the "Series 1998A Bonds" and "Series 1998B Bonds," respectively and collectively, the "Series 1998A & B Bonds"), the proceeds from the sale of which will be loaned to the Company to refund the Series 1997B Bonds and pay the Series 1997B (Burke) Note;

WHEREAS, the Company's obligation to repay the loan of the proceeds of the Series 1998A & B Bonds will be evidenced by (i) that certain Series 1998A (Burke) Note, dated the date of its authentication (the "Series 1998A (Burke) Note"), and (ii) that certain Series 1998B (Burke) Note, dated the date of its authentication (the "Series 1998B (Burke) Note"; together with the Series 1998A (Burke) Note, the "Series 1998A & B (Burke) Notes") from the Company to SunTrust Bank, Atlanta, as trustee (in such capacity, the "Series 1998A & B Trustee"), as

assignee and pledgee of the Burke Authority pursuant to the Trust Indenture, dated as of March 1, 1998 (the "Series 1998A & B Indenture"), between the Burke Authority and the Series 1998A & B Trustee;

WHEREAS, the Company desires to execute and deliver this Fourth Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of providing for the creation and designation of the Series 1998A (Burke) Note and the Series 1998B (Burke)

Note as Additional Obligations and specifying the form and provisions of the Series 1998A (Burke) Note and the Series 1998B (Burke) Note (the Original Indenture, as hereby supplemented and modified, being herein sometimes called the "Indenture");

WHEREAS, Section 12.1 of the Original Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into supplemental indentures for the purposes and subject to the conditions set forth in said Section 12.1; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure the payment of the principal of (and premium, if any) and interest on the Series 1998A & B (Burke) Notes, to make the Series 1998A & B (Burke) Notes to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Indenture a valid and binding lien for the security of the Series 1998A & B (Burke) Notes, in accordance with its terms, have been done and taken; and the execution and delivery of this Fourth Supplemental Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSES, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the Series 1998A & B (Burke) Notes, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the Series 1998A & B (Burke) Notes are secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its successors and assigns in the trust created thereby and hereby in trust, all property, rights, privileges and franchises (other than Excepted Property or Excludable Property) of the Company of the character described in the Granting Clauses of the Original Indenture, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all property described in EXHIBIT A attached

hereto, subject to all exceptions, reservations and matters of the character therein referred to, and does grant a security interest therein for the purposes expressed herein and in the Original Indenture subject in all cases to Sections 5.2 and 11.2 B of the Original Indenture and to the rights of the Company under the Original Indenture, including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as "Excepted Property" or "Excludable Property" in the Original Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default under the Original Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Original Indenture or any receiver appointed pursuant to statutory provision or order of court,

shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of "Excepted Property" in the Original Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J, L, N and P of "Excepted Property" in the Original Indenture (excluding the property described in Section 2 of EXHIBIT B in the Original Indenture), upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Original Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Original Indenture, subject to the lien of the Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

TO HAVE AND TO HOLD all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Original Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Exceptions (as defined in Section 1.1 of the Original Indenture) and (ii) to the extent permitted by Section 13.6 of the Original Indenture as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article V of the Original Indenture, and not in limitation of the rights elsewhere provided in the Original Indenture, including the rights set forth in Article V of the Original

Indenture, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

THE INDENTURE, INCLUDING THIS FOURTH SUPPLEMENTAL INDENTURE, is intended to operate and is to be construed as a deed passing title to the Trust Estate and is made under the provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage or deed of trust, and is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants herein contained in a timely manner, then the Indenture shall be canceled and surrendered.

AND IT IS HEREBY COVENANTED AND DECLARED that the Series 1998A & B (Burke) Notes are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Original Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

THE SERIES 1998A & B (BURKE) NOTES AND
CERTAIN PROVISIONS RELATING THERETO

SECTION 1.1 AUTHORIZATION AND TERMS OF THE SERIES 1998A (BURKE) NOTE.

There shall be created and established an Additional Obligation in the form of a promissory note known as and entitled the "Series 1998A (Burke) Note" (hereinafter referred to as the "Series 1998A (Burke) Note"), the form, terms and conditions of which shall be substantially as set forth in this Section and Section 1.3. The aggregate principal face amount of the Series 1998A (Burke) Note which shall be authenticated and delivered and Outstanding at any one time is limited to $116,925,000.

The Series 1998A (Burke) Note shall be dated the date of its authentication. The Series 1998A (Burke) Note shall mature on January 1, 2019 and shall bear interest from the date of its authentication to the date of its maturity at rates calculated as provided for in the form of note prescribed by Section 1.3. The Series 1998A (Burke) Note shall be authenticated and delivered to, and made payable to, SunTrust Bank, Atlanta, in its capacity as the Series 1998A & B Trustee.

All payments made on the Series 1998A (Burke) Note shall be made to the Series 1998A & B Trustee at its principal office in Atlanta, Georgia in lawful money of the United States of America which will be immediately available on the date payment is due.

SECTION 1.2 AUTHORIZATION AND TERMS OF THE SERIES 1998B (BURKE) NOTE.

There shall be created and established an Additional Obligation in the form of a promissory note known as and entitled the "Series 1998B (Burke) Note" (hereinafter referred to as the "Series 1998B (Burke) Note"), the form, terms and conditions of which shall be substantially as set forth in this Section and Section 1.3. The aggregate principal face amount of the Series 1998B (Burke) Note which shall be authenticated and delivered and Outstanding at any one time is limited to $100,000,000.

The Series 1998B (Burke) Note shall be dated the date of its authentication. The Series 1998B (Burke) Note shall mature on January 1, 2019 and shall bear interest from the date of its authentication to the date of its maturity at rates calculated as provided for in the form of note prescribed by Section 1.3. The Series 1998B (Burke) Note shall be authenticated and delivered to, and made payable to, SunTrust Bank, Atlanta, in its capacity as the Series 1998A & B Trustee.

All payments made on the Series 1998B (Burke) Note shall be made to the Series 1998A & B Trustee at its principal office in Atlanta, Georgia in lawful money of the United States of America which will be immediately available on the date payment is due.

SECTION 1.3 FORM OF THE SERIES 1998A & B (BURKE) NOTES.

The Series 1998A (Burke) Note and the Series 1998 B (Burke) Note, including the Trustee's authentication certificate to be executed on both such Notes, shall be substantially in the form of EXHIBIT B attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

SECTION 1.4 USE OF PROCEEDS.

The Company shall use the proceeds of the loan evidenced by the Series 1998A & B (Burke) Notes to pay the Series 1997B (Burke) Note.

ARTICLE II

MISCELLANEOUS

SECTION 2.1 The Fourth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Original Indenture, as heretofore supplemented and as hereby supplemented and modified, is hereby

confirmed. Except to the extent inconsistent with the express terms hereof, all of the provisions, terms, covenants and conditions of the Original Indenture shall be applicable to the Series 1998A & B (Burke) Notes to the same extent as if specifically set forth herein. All capitalized terms used in this Fourth Supplemental Indenture shall have the same meanings ascribed to them in the Original Indenture, except in cases where the context clearly indicates otherwise.

SECTION 2.2 All recitals in this Fourth Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

SECTION 2.3 Whenever in this Fourth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of

Articles IX and XI of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fourth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 2.4 Nothing in this Fourth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Fourth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fourth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

SECTION 2.5 This Fourth Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 2.6 To the extent permitted by applicable law, this Fourth Supplemental Indenture shall be deemed to be a Security Agreement and Financing Statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code, as adopted or hereafter adopted in one or more of the states in which any part of the properties of the Company are situated. The mailing address of the Company,

as debtor is: 2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349,

and the mailing address of the Trustees, as secured party is:

SunTrust Bank, Atlanta,
58 Edgewood Avenue, Room 400A
Atlanta, Georgia 30303

[Signatures on Next Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed under seal as of the day and year first written above.

COMPANY:

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized under the laws of the State of Georgia

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349

By: /s/ T. D. KILGORE

T. D. Kilgore
President and Chief Executive Officer

Signed, sealed and delivered by the Company in the presence of:

Attest: /s/ PATRICIA N. NASH

Patricia N. Nash
Secretary

/s/ NANCY T. TODD

Witness

/s/ THOMAS J. BRENDIAR

Notary Public [CORPORATE SEAL]

(Notarial Seal)

My commission expires: NOVEMBER 14, 2000

[Signatures Continued on Next Page.]

[Signatures Continued from Previous Page.]

TRUSTEE:

SUNTRUST BANK, ATLANTA
a banking corporation organized and existing under the laws of the State of Georgia

By: /s/ PHILLIP D. DEMOUEY

Name: Phillip D. Demouey
Title: Assistant Vice President

Signed, sealed and delivered by the Trustee in the presence of:

By: /s/ ANTONIO I. PORTUONDO

Name: Antonio I. Portuondo
Title: Vice President

/s/ DAVE MELLAKE

Witness

/s/ ADA LANE

Notary Public [BANK SEAL]

(Notarial Seal)

My commission expires: JULY 24, 2001

EXHIBIT A

All property of the Company in the Counties of Appling, Ben Hill, Burke, Carroll, Clarke, Cobb, DeKalb, Floyd, Fulton, Heard, Jackson, Monroe, and Toombs, State of Georgia, including, without limitation, the properties more specifically described below:

No additional properties to be specifically described.

EXHIBIT B

[Form of Series 1998A (Burke) Note and Series 1998B (Burke) Note]

THIS NOTE IS NON-TRANSFERABLE EXCEPT AS MAY BE REQUIRED TO EFFECT ANY TRANSFER TO ANY SUCCESSOR TRUSTEE UNDER THE TRUST INDENTURE, DATED AS OF MARCH 1, 1998, BETWEEN THE DEVELOPMENT AUTHORITY OF BURKE COUNTY AND SUNTRUST BANK, ATLANTA, AS TRUSTEE.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

SERIES 1998[A/B] (BURKE) NOTE DATE: March 17, 1998

(VOGTLE PROJECT)

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION) ("Oglethorpe"), an electric membership corporation organized and existing under the laws of the State of Georgia, for value received and in consideration of the agreement of the Development Authority of Burke County (the "Burke Authority") to issue [$_____] in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998[A/B] (the "Series 1998[A/B] (Burke) Bonds"), hereby promises to pay to SunTrust Bank, Atlanta (the "Series 1998[A/B] Trustee"), as assignee and pledgee of the Burke Authority, acting pursuant to the Indenture of Trust, dated as of March 1, 1998, from the Burke Authority to the Series 1998[A/B] Trustee (the "Series 1998A & B

Indenture"), or its successor in trust, the principal sum of [$_____], together with interest and prepayment premium (if any) thereon as follows:

(1) on or before each Interest Payment Date (as defined in the Series 1998A & B Indenture), a sum which will equal the interest on the Series 1998[A/B] (Burke) Bonds which will become due on such Interest Payment Date on the Series 1998[A/B] (Burke) Bonds; and

(2) on or before the business day next preceding January 1, 2019, a sum which will equal the principal amount of the Series 1998[A/B] (Burke) Bonds which will become due on January 1, 2019; and

(3) on or before any redemption date for the Series 1998[A/B] (Burke) Bonds, a sum equal to the principal of, redemption premium (if any) and interest on, the Series 1998[A/B] (Burke) Bonds which are to be redeemed on such date.

This Series 1998[A/B] (Burke) Note evidences that portion of the Loan (as defined in the Agreement hereinafter referred to), and the obligation to repay the same, relating to the loan to Oglethorpe by the Burke Authority of the proceeds from the sale of the Series 1998[A/B] (Burke) Bonds, and shall be governed by and shall be payable in accordance with the terms, conditions and provisions of the Loan Agreement, dated as of March 1, 1998 (the "Agreement"), between the Burke Authority and Oglethorpe.

This Series 1998[A/B] (Burke) Note is a duly authorized obligation of Oglethorpe issued under and equally and ratably secured by the Indenture, dated as of March 1, 1997 (the "Original Indenture"), between Oglethorpe, as grantor, and SunTrust Bank, Atlanta, as trustee (in such capacity, the "Indenture Trustee"), as supplemented by the First Supplemental Indenture, dated as of October 1, 1997 (the "First Supplemental Indenture"), the Second Supplemental Indenture, dated as of January 1, 1998 (the "Second Supplemental Indenture"), the Third Supplemental Indenture, dated as of January 1, 1998 (the "Third Supplemental Indenture") and the Fourth Supplemental Indenture, dated as of March 1, 1998 (the "Fourth Supplemental Indenture"), between Oglethorpe and the Indenture Trustee (the Original Indenture, as supplemented, the "Indenture"). Reference is hereby made to the Indenture for a statement of the description of the properties thereby mortgaged, pledged and assigned, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities thereunder of Oglethorpe, the Indenture Trustee and the holder of this Series 1998[A/B] (Burke) Note and of the terms upon which this Series 1998[A/B] (Burke) Note is authenticated and delivered. This Series 1998[A/B] (Burke) Note is created by the Fourth Supplemental Indenture and designated as the "Series 1998[A/B] (Burke) Note."

All payments hereon are to be made to the Series 1998[A/B] Trustee at

its principal office in Atlanta, Georgia, in lawful money of the United States of America which will be immediately available on the day payment is due. As set forth in Section 4.6 of the Agreement, the obligation of Oglethorpe to make the payments required hereunder shall be absolute and unconditional.

Oglethorpe shall be entitled to certain credits against payments required to be made hereunder as provided in Section 4.3 of the Agreement.

This Series 1998[A/B] (Burke) Note may be prepaid upon the terms and conditions set forth in Article VIII of the Agreement.

If the Series 1998[A/B] Trustee shall accelerate payment of the Series 1998[A/B] (Burke) Bonds, all payments on this Series 1998[A/B] (Burke) Note shall be declared due and payable in the manner and with the effect provided in the Agreement. The Agreement provides that, under certain conditions, such declaration shall be rescinded by the Series 1998[A/B] Trustee.

No recourse shall be had for the payments required hereby or for any claim based herein or in the Agreement or in the Indenture against any officer, director or member, past, present or future, of Oglethorpe as such, either directly or through Oglethorpe, or under any constitution provision,

statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceedings or otherwise.

This Series 1998[A/B] (Burke) Note shall not be entitled to any benefit under the Indenture and shall not become valid or obligatory for any purposes until the Indenture Trustee shall have signed the form of authentication certificate endorsed hereon.

This Series 1998[A/B] (Burke) Note shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Oglethorpe has caused this Note to be executed in its corporate name by its President and Chief Executive Officer and attested by its Secretary and its corporate seal to be hereunto affixed.

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION)

By:

T. D. Kilgore
President and Chief Executive Officer

(SEAL)

Attest:

Patricia N. Nash
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Obligations of the series designated therein referred to in the within mentioned Indenture.

SUNTRUST BANK, ATLANTA, as Trustee

By:

Authorized Signatory

EXHIBIT 4.7.1(f)

UPON RECORDING, RETURN TO:
MS. SHAWNE M. KEENAN
SUTHERLAND, ASBILL & BRENNAN LLP
999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

PURSUANT TO SECTION 44-14-35.1 OF OFFICIAL CODE OF GEORGIA ANNOTATED, THIS INSTRUMENT EMBRACES, COVERS AND CONVEYS SECURITY TITLE TO AFTER-ACQUIRED PROPERTY OF THE GRANTOR

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION),
GRANTOR,

to

SUNTRUST BANK, ATLANTA,
TRUSTEE

FIFTH SUPPLEMENTAL INDENTURE

Relating to the

Series 1998 CFC Note

Dated as of April 1, 1998

FIRST MORTGAGE OBLIGATIONS

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of April 1, 1998, is between OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized and existing under the laws of the State of Georgia, as Grantor (hereinafter called the "Company"), and SUNTRUST BANK, ATLANTA, a banking corporation organized and existing under the laws of the State of Georgia,
as Trustee (in such capacity, the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of March 1, 1997 (hereinafter called the "Original Indenture") for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Original Indenture (capitalized terms used herein shall have the meanings ascribed to them in the Original Indenture as provided in Section 2.1 hereof);

WHEREAS, the Development Authority of Burke County (the "Burke Authority") issued $92,130,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Refunding Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1992 (the "Series 1992 Bonds") on November 12, 1992;

WHEREAS, to facilitate the adoption of the Original Indenture in connection with the restructuring of the Company, the Company defeased the Series 1992 Bonds by issuing commercial paper on March 7, 1997;

WHEREAS, the Company intends to refund and retire the commercial paper used to defease the Series 1992 Bonds with the proceeds of medium term loan facilities;

WHEREAS, the Company intends to borrow $46,065,000 in aggregate principal amount from National Rural Utilities Cooperative Finance Corporation ("CFC") to refund in part the commercial paper used to defease the Series 1992 Bonds;

WHEREAS, the Company's obligation to repay the loan from CFC will be evidenced by that certain Series 1998 CFC Note, dated the date of its authentication (the "Series 1998 CFC Note"), from the Company to CFC, delivered pursuant to that certain Loan Agreement, dated as of April 1, 1998 (the "1998 CFC Loan Agreement"), between the Company and CFC;

WHEREAS, the Company desires to execute and deliver this Fifth Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of providing for the creation and designation of the Series 1998 CFC Note as an Additional Obligation and specifying the form and

provisions of the Series 1998 CFC Note (the Original Indenture, as hereby supplemented and modified, being herein sometimes called the "Indenture");

WHEREAS, Section 12.1 of the Original Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into supplemental indentures for the purposes and subject to the conditions set forth in said Section 12.1; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure the payment of the principal of (and premium, if any) and interest on the Series 1998 CFC Note, to make the Series 1998 CFC Notes to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligation of the Company, and to constitute the Indenture a valid and binding lien for the security of the Series 1998 CFC Note, in accordance with its terms, have been done and taken; and the execution and delivery of this Fifth Supplemental Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSES, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the Series 1998 CFC Note, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the Series 1998 CFC Note is secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its successors and assigns in the trust created thereby and hereby in trust, all property, rights, privileges and franchises (other than Excepted Property or Excludable Property) of the Company of the character described in the Granting Clauses of the Original Indenture, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture subject to all exceptions, reservations and matters of the character therein referred to, and does grant a security interest therein for the purposes expressed herein and in the Original Indenture subject in all cases to Sections 5.2 and 11.2 B of the Original Indenture and to the rights of the Company under the Original Indenture including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as "Excepted Property" or "Excludable Property" in the Original Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default under the Original Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Original Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of "Excepted Property" in the Original Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J, L, N and P of "Excepted Property" in the Original Indenture (excluding the property described in Section 2 of EXHIBIT B in the Original Indenture), upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Original Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Original Indenture, subject to the lien of the Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

TO HAVE AND TO HOLD all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Original Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Exceptions (as defined in Section 1.1 of the Original Indenture) and (ii) to the extent permitted by Section 13.6 of the Original Indenture as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article V of the Original Indenture, and not in limitation of the rights elsewhere provided in the Original Indenture, including the rights set forth in Article V of the Original Indenture, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

THE INDENTURE, INCLUDING THIS FIFTH SUPPLEMENTAL INDENTURE, is intended to operate and is to be construed as a deed passing title to the Trust Estate and is made under the provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage or deed of trust, and is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants herein contained in a timely manner, then the Indenture shall be canceled and surrendered.

AND IT IS HEREBY COVENANTED AND DECLARED that the Series 1998 CFC Note is to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee,

subject to the covenants, conditions and trusts set forth herein and in the Original Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

THE SERIES 1998 CFC NOTE AND CERTAIN PROVISIONS RELATING THERETO

SECTION 1.1 AUTHORIZATION AND TERMS OF THE SERIES 1998 CFC NOTE.

There shall be created and established an Additional Obligation in the

form of a promissory note known as and entitled the "Series 1998 CFC Note" (hereinafter referred to as the "Series 1998 CFC Note"), the form, terms and conditions of which shall be substantially as set forth in this Section and Section 1.2. The aggregate principal face amount of the Series 1998 CFC Note which shall be authenticated and delivered and Outstanding at any one time is limited to $46,065,000.

The Series 1998 CFC Note, when duly executed and issued by the Company, authenticated and delivered by the Trustee and purchased by the Holder thereof, will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.

The Series 1998 CFC Note shall be dated the date of its authentication. The Series 1998 CFC Note shall mature on March 31, 2003 and shall bear interest from the date of its authentication to the date of its maturity at rates calculated as provided for in the form of note prescribed by Section 1.2. The Series 1998 CFC Note shall be authenticated and delivered to, and made payable to, CFC.

All payments made on the Series 1998 CFC Note shall be made to CFC at its principal office in Herndon, Virginia in lawful money of the United States of America which will be immediately available on the date payment is due.

SECTION 1.2 FORM OF THE SERIES 1998 CFC NOTE.

The Series 1998 CFC Note and the Trustee's authentication certificate to be executed on the Series 1998 CFC Note, shall be substantially in the form of EXHIBIT A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

SECTION 1.3 USE OF PROCEEDS.

The Company shall use the proceeds of the loan evidenced by the Series 1998 CFC Note to refund and retire $46,065,000 in aggregate principal amount of the commercial paper used to defease the Series 1992 Bonds.

ARTICLE II

MISCELLANEOUS

SECTION 2.1 The Fifth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Original Indenture, as heretofore supplemented and as

hereby supplemented and modified, is hereby confirmed. Except to the extent inconsistent with the express terms hereof, all of the provisions, terms, covenants and conditions of the Original Indenture shall be applicable to the Series 1998 CFC Note to the same extent as if specifically set forth herein. All capitalized terms used in this Fifth Supplemental Indenture shall have the same meanings ascribed to them in the Original Indenture, except in cases where the context clearly indicates otherwise.

SECTION 2.2 All recitals in this Fifth Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

SECTION 2.3 Whenever in this Fifth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 2.4 Nothing in this Fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

SECTION 2.5 This Fifth Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 2.6 To the extent permitted by applicable law, this Fifth Supplemental Indenture shall be deemed to be a Security Agreement and Financing Statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code, as adopted or hereafter adopted in one or more of the states in which any part of the properties of the Company are situated. The mailing address of the Company,

as debtor is:

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349,

and the mailing address of the Trustees, as secured party is:

SunTrust Bank, Atlanta,
58 Edgewood Avenue, Room 400A
Atlanta, Georgia 30303

[Signatures on Next Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed under seal as of the day and year first above written.

COMPANY:

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized under the laws of the State of Georgia

By: /S/ T. D. KILGORE

T. D. Kilgore
President and Chief Executive Officer

Signed, sealed and delivered

Attest: /S/ PATRICIA N. NASH

by the Company in the presence of:

Patricia N. Nash
Secretary

/S/ JO ANN SMITH

Witness

/S/ THOMAS J. BRENDIAR

Notary Public

[CORPORATE SEAL]

(Notarial Seal)
My commission expires: NOVEMBER 14, 2000

[Signatures Continued on Next Page.]

[Signatures Continued from Previous Page.]

TRUSTEE:

SunTrust Bank, Atlanta
58 Edgewood Avenue, Room 400A
Atlanta, Georgia 30303

Signed, sealed and delivered by the Trustee in the presence of:

/S/ BRIAN WOMBLE

Witness

/S/ ADA LANE

Notary Public

[BANK SEAL]

SUNTRUST BANK, ATLANTA
a banking corporation organized and existing under the laws of the State of Georgia

By: /S/ PHILIP D. DEMOUEY

Name: Philip D. Demouey
Title: Assistant Vice President

By: /S/ ANTONIO I. PORTUONDO

Name: Antonio I. Portuondo
Title: Vice President

(Notarial Seal)

My commission expires: JULY 24, 2001

EXHIBIT A
FORM OF SERIES 1998 CFC NOTE

$46,065,000.00 April __, 1998

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), a Georgia electric membership corporation (herein called the "Borrower"), for value received promises to pay without deduction, set-off or counterclaim to the order of NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (herein called the "Payee") at the Payee's office Herndon, Virginia, in lawful money of the United States, the principal sum of Forty-Six Million, Sixty-Five Thousand and No/100 Dollars ($46,065,000.00) pursuant to the Loan Agreement dated as of April 1, 1998 between the Borrower and the Payee (herein called the "Loan Agreement"). Advances (as defined in the Loan Agreement) under this Series 1998 CFC Note shall be made in accordance with the Loan Agreement. Borrower shall pay interest only on all Advances for a period of five (5) years from the date hereof, at the interest rate set forth in the Loan Agreement. If not sooner paid, all outstanding Advances under this Series 1998 CFC Note shall be due and payable on March 31, 2003 (the "Maturity Date"), with interest thereon in like money, at the rate or rates and payable at the times provided in the Loan Agreement.

This Series 1998 CFC Note is a duly authorized obligation of the Borrower issued under and equally and proportionately secured by the Indenture, dated as of March 1, 1997 (the "Original Indenture"), between the Borrower, as grantor, and SunTrust Bank, Atlanta, as trustee (in such capacity, the "Indenture Trustee"), as heretofore supplemented and as further supplemented by the Fifth Supplemental Indenture, dated as of April 1, 1998 (the "Fifth Supplemental Indenture"), between the Borrower and the Indenture Trustee (the Original Indenture, as supplemented, the "Indenture"). Reference is hereby made to the Indenture for a statement of the description of the properties thereby mortgaged, pledged and assigned, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities thereunder of the Borrower, the Indenture Trustee and the holder of this Series 1998 CFC Note and of the terms upon which this Series 1998 CFC Note is authenticated and delivered. This Series 1998 CFC Note is created by the Fifth Supplemental Indenture and designated as the "Series 1998 CFC Note."

The Borrower may, at its option, make prepayments of the principal hereof, in the manner and to the extent provided in the Loan Agreement.

Upon the occurrence of an Event of Default under the Indenture, the principal hereof and interest accrued thereon may be declared to be forthwith due and payable in the manner, upon the conditions, and with the effect provided in the Indenture. All remedies shall be enforced pursuant to the terms of the Indenture.

No recourse shall be had for the payments required hereby or for any claim based herein or in the Loan Agreement or in the Indenture against any officer, director or member, past, present or future, of the Borrower as such, either directly or through the Borrower, or under any constitution provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceedings or otherwise.

This Series 1998 CFC Note shall be entitled to any benefit under the Indenture and shall not become valid or obligatory for any purposes until the Indenture Trustee shall have signed the form of authentication certificate endorsed hereon.

This Series 1998 CFC Note shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF the Borrower has caused this Series 1998 CFC Note to be signed in its corporate name and its corporate seal to be hereunto affixed and to be attested by its duly authorized officers.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

(SEAL)

By: ----------

Title: ----------

Attest:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Obligations of the series designated therein referred to in the within-mentioned Indenture.

SunTrust Bank, Atlanta, as Trustee

By: _____

Authorized Signatory

Loan No.: GA 109-1-9001

Date:

EXHIBIT 4.7.1(g)

UPON RECORDING, RETURN TO:
MS. SHAWNE M. KEENAN
SUTHERLAND ASBILL & BRENNAN LLP
999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

PURSUANT TO SECTION 44-14-35.1 OF OFFICIAL CODE OF GEORGIA ANNOTATED, THIS INSTRUMENT EMBRACES, COVERS AND CONVEYS SECURITY TITLE TO AFTER-ACQUIRED PROPERTY OF THE GRANTOR

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION),
GRANTOR,

to

SUNTRUST BANK, ATLANTA,
TRUSTEE

SIXTH SUPPLEMENTAL INDENTURE

Relating to the
Series 1998C (Burke) Note

Dated as of January 1, 1999

FIRST MORTGAGE OBLIGATIONS

THIS SIXTH SUPPLEMENTAL INDENTURE, dated as of January 1, 1999, is between OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized and existing under the laws of the State of Georgia, as Grantor (hereinafter called the "Company"), and SUNTRUST BANK, ATLANTA, a banking corporation organized and existing under the laws of the State of Georgia, as Trustee (in such capacity, the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of March 1, 1997 (hereinafter called the "Original Indenture") for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Original Indenture (capitalized terms used herein shall have the meanings ascribed to them in the Original Indenture as provided in Section 2.1 hereof);

WHEREAS, the Development Authority of Burke County (the "Burke Authority") issued $199,690,000 in aggregate principal amount of Development Authority of Burke County Adjustable Tender Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993A (the "Series 1993A Bonds"), of which $2,410,000 in principal amount is subject to mandatory sinking fund redemption on January 1, 1999 (the "1993A Sinking Fund Maturities");

WHEREAS, the Burke Authority loaned the proceeds from the sale of the Series 1993A Bonds to the Company, with such loan being evidenced by that certain Series 1993A Note, dated as of December 1, 1992 (the "Series 1993A Note"), from the Company to SunTrust Bank, Atlanta, formerly known as Trust Company Bank, as trustee (in such capacity, the "Series 1993A Trustee"), as assignee and pledgee of the Burke Authority pursuant to the Trust Indenture, dated as of December 1, 1992 (the "Series 1993A Indenture"), between the Burke Authority and the Series 1993A Trustee;

WHEREAS, the Burke Authority issued $155,610,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1993B (the "Series 1993B Bonds"), of which $6,695,000 in aggregate principal amount matures on January 1, 1999 (the "1993B Maturities");

WHEREAS, the Burke Authority loaned the proceeds from the sale of the Series 1993B Bonds to the Company, with such loan being evidenced by that certain Series 1993B Note, dated as of September 1, 1993 (the "Series 1993B Note"), from the Company to SunTrust Bank, Atlanta, formerly known as Trust Company Bank, as trustee (in such capacity, the "Series 1993B Trustee"), as assignee and pledgee of the Burke Authority pursuant to the Trust Indenture,

dated as of September 1, 1993 (the "Series 1993B Indenture"), between the Burke Authority and the Series 1993B Trustee;

WHEREAS, the Burke Authority issued $13,720,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power

Corporation Vogtle Project), Series 1994B (the "Series 1994B Bonds"; the Series 1993A Bonds, the Series 1993B Bonds, and the Series 1994B Bonds, collectively, the "Outstanding Bonds"), of which $1,465,000 in aggregate principal amount matures on January 1, 1999 (the "1994B Maturities"; the 1993A Sinking Fund Maturities, the 1993B Maturities and the 1994B Maturities, collectively, the "1999 Maturities");

WHEREAS, the Burke Authority loaned the proceeds from the sale of the Series 1994B Bonds to the Company, with such loan being evidenced by that certain Series 1994B Note, dated as of September 1, 1994 (the "Series 1994B Note"; the Series 1993A Note, the Series 1993B Note and the Series 1994B Note, collectively, the "Outstanding Notes"), from the Company to SunTrust Bank, Atlanta, formerly known as Trust Company Bank, as trustee (in such capacity, the "Series 1994B Trustee"), as assignee and pledgee of the Burke Authority pursuant to the Trust Indenture, dated as of September 1, 1994 (the "Series 1994B Indenture"), between the Burke Authority and the Series 1994B Trustee;

WHEREAS, on October 6, 1998, the Burke Authority issued $10,570,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998C (the "Series 1998C (Burke) Bonds"), the proceeds from the sale of which were loaned to the Company pursuant to that certain Loan Agreement, dated as of October 1, 1998 (the "Series 1998C (Burke) Loan Agreement"), between the Burke Authority and the Company to refund the 1999 Maturities and to make the related payments due on the Outstanding Notes;

WHEREAS, the Company's obligation to repay the loan of the proceeds of the Series 1998C (Burke) Bonds is evidenced by that certain Series 1998C (Burke) Note, dated October 6, 1998 (the "Unsecured Note"), from the Company to SunTrust Bank, Atlanta, as trustee (in such capacity, the "Series 1998C (Burke) Trustee"), as assignee and pledgee of the Burke Authority pursuant to the Indenture of Trust, dated as of October 1, 1998 (the "Series 1998C (Burke) Indenture"), between the Burke Authority and the Series 1998C (Burke) Trustee;

WHEREAS, as permitted by Section 4.9 of the Series 1998C (Burke) Loan Agreement, the Company desires to deliver to the Series 1998C (Burke) Trustee a promissory note secured under the Indenture (as hereinafter defined) in substitution for the Unsecured Note;

WHEREAS, the Company desires to execute and deliver this Sixth Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of providing for the creation and designation of that certain Series 1998C (Burke) Note, dated the date of its authentication (the "Series 1998C (Burke) Note"), from the Company to the Series 1998C (Burke) Trustee, as assignee and pledgee of the Burke Authority pursuant to the Series 1998C (Burke) Indenture, as an Additional Obligation and specifying the form and provisions thereof (the Original Indenture, as heretofore, hereby and hereafter supplemented and modified, being herein sometimes called the "Indenture");

WHEREAS, pursuant to Section 4.9 of the Series 1998C (Burke) Loan Agreement, upon the authentication of the Series 1998C (Burke) Note by the Trustee, the Series 1998C (Burke) Note will be delivered to the Series 1998C (Burke) Trustee in substitution for the Unsecured Note;

WHEREAS, Section 12.1 of the Original Indenture provides that, without the consent of the Holders of any of the Obligations, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.1; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure under the Indenture the payment of the principal of (and premium, if any) and interest on the Series 1998C (Burke) Note, to make the Series 1998C (Burke) Note to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligation of the Company, and to constitute the Indenture a valid and binding lien for the security of the Series 1998C (Burke) Note, in accordance with its terms, have been done and taken; and the execution and delivery of this Sixth Supplemental Indenture has been in all respects duly authorized by the Company;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSES, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the Series 1998C (Burke) Note, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the Series 1998C (Burke) Note is secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its

successors and assigns in the trust created thereby and hereby, in trust, all property, rights, privileges and franchises (other than Excepted Property or Excludable Property) of the Company of the character described in the Granting Clauses of the Original Indenture, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all property described in EXHIBIT A attached hereto, subject to all exceptions, reservations and matters of the character referred to in the Indenture, and does grant a security interest therein for the purposes expressed herein and in the Original Indenture subject in all cases to Sections 5.2 and 11.2 B of the Original Indenture and to the rights of the Company under the Original Indenture, including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as "Excepted Property" or "Excludable Property" in the Original Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Original Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or

referred to in Paragraphs A through H, inclusive, of "Excepted Property" in the Original Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J, L, N and P of "Excepted Property" in the Original Indenture (excluding the property described in Section 2 of EXHIBIT B in the Original Indenture), upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Original Indenture, subject to the lien of the Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

TO HAVE AND TO HOLD all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as

aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Exceptions and (ii) to the extent permitted by Section 13.6 of the Original Indenture as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article V of the Original Indenture, and not in limitation of the rights elsewhere provided in the Original Indenture, including the rights set forth in Article V of the Original

Indenture, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

THE INDENTURE, INCLUDING THIS SIXTH SUPPLEMENTAL INDENTURE, is intended to operate and is to be construed as a deed passing title to the Trust Estate and is made under the provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage or deed of trust, and is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants therein contained in a timely manner, then the Indenture shall be canceled and surrendered.

AND IT IS HEREBY COVENANTED AND DECLARED that the Series 1998C (Burke) Note is to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

THE SERIES 1998C (BURKE) NOTE AND CERTAIN PROVISIONS RELATING THERETO

SECTION 1.1 AUTHORIZATION AND TERMS OF THE SERIES 1998C (BURKE) NOTE.

There shall be created and established an Additional Obligation in the form of a promissory note known as and entitled the "Series 1998C (Burke) Note" (hereinafter referred to as the "Series 1998C (Burke) Note"), the form, terms and conditions of which shall be substantially as set forth in this Section and Section 1.2. The aggregate principal face amount of the Series 1998C (Burke) Note which shall be authenticated and delivered and Outstanding at any one time is limited to $10,570,000.

The Series 1998C (Burke) Note shall be dated the date of its authentication. The Series 1998C (Burke) Note shall mature on January 1, 2019 and shall bear interest from the date of its authentication to the date of its maturity at rates calculated as provided for in the form of note prescribed by Section 1.2. The Series 1998C (Burke) Note shall be authenticated and delivered to, and made payable to, SunTrust Bank, Atlanta, as trustee, in its capacity as the Series 1998C (Burke) Trustee.

All payments made on the Series 1998C (Burke) Note shall be made to the Series 1998C (Burke) Trustee at its principal office in Atlanta, Georgia in lawful money of the United States of America which will be immediately available on the date payment is due.

SECTION 1.2 FORM OF THE SERIES 1998C (BURKE) NOTE.

The Series 1998C (Burke) Note, including the Trustee's authentication certificate to be executed on such Series 1998C (Burke) Note shall be substantially in the form of EXHIBIT B attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

SECTION 1.3 SUBSTITUTION OF THE SERIES 1998C (BURKE) NOTE FOR THE UNSECURED NOTE.

Upon its authentication, the Series 1998C (Burke) Note shall be delivered to the Series 1998C (Burke) Trustee in substitution for the Unsecured Note in accordance with Section 4.9 of the Series 1998C (Burke) Loan Agreement. Thereafter, the Series 1998C (Burke) Note shall evidence the loan theretofore evidenced by the Unsecured Note.

ARTICLE II

MISCELLANEOUS

SECTION 2.1 This Sixth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Original Indenture, as heretofore supplemented and as hereby supplemented and modified, is hereby confirmed. Except to the extent inconsistent with the express terms hereof, all of the provisions, terms, covenants and conditions of the Indenture shall be applicable to the Series 1998C (Burke) Note to the same extent as if specifically set forth herein. All references herein to Sections, definitions or other provisions of the Original Indenture shall be to such Sections, definitions and other provisions as they may be amended or modified from time to time pursuant to the Indenture. All capitalized terms used in this Sixth Supplemental Indenture shall have the same meanings ascribed to them in the Original Indenture, except in cases where the context clearly indicates otherwise.

SECTION 2.2 All recitals in this Sixth Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

SECTION 2.3 Whenever in this Sixth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Sixth Supplemental Indenture contained by or on behalf of the Company, or by

or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 2.4 Nothing in this Sixth Supplemental Indenture, expressed or

implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Sixth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Sixth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

SECTION 2.5 This Sixth Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 2.6 To the extent permitted by applicable law, this Sixth Supplemental Indenture shall be deemed to be a Security Agreement and Financing Statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code, as adopted or hereafter adopted in one or more of the states in which any part of the properties of the Company are situated. The mailing address of the Company,

as debtor is:

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349,

and the mailing address of the Trustee, as secured party, is:

SunTrust Bank, Atlanta
3495 Piedmont Road
Building 10, Suite 810
Atlanta, Georgia 30305

[Signatures on Next Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed under seal as of the day and year first written above.

COMPANY:

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION),
an electric membership corporation
organized under the laws of the
State of Georgia

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349

By: /s/ JACK. L. KING

Jack L. King
President and Chief Executive Officer

Signed, sealed and delivered
by the Company in the presence of:

/s/ LYNDA CLARK

Witness

/s/ THOMAS J. BRENDIAR

Notary Public

(Notarial Seal)

My commission expires: NOVEMBER 14, 2000

Attest: /s/ PATRICIA N. NASH

Patricia N. Nash
Secretary

[CORPORATE SEAL]

[Signatures Continued on Next Page.]

[Signatures Continued from Previous Page.]

TRUSTEE:

SUNTRUST BANK, ATLANTA
a banking corporation organized and existing
under the laws of the State of Georgia

By: /s/ PHILIP D. DEMOUEY

Signed, sealed and delivered by the Trustee in the presence of:

Name: Philip D. Demouey
Title: Vice President

By: /s/ BRIAN W. WOMBLE

/s/ GEANETTE COX

Name: Brian W. Womble
Title: Trust Officer

Witness

/s/ ADA LANE

Notary Public

[BANK SEAL]

(Notarial Seal)

My commission expires: JULY 24, 2001

EXHIBIT A

All property of the Company in the Counties of Appling, Ben Hill, Burke, Carroll, Clarke, Cobb, DeKalb, Floyd, Fulton, Heard, Jackson, Monroe, and Toombs, State of Georgia, including, without limitation, the properties more specifically described below:

The following description is a corrected legal property description of the "Combustion Turbine Property," No. 16 on EXHIBIT A of the Original Indenture.

That certain tract or parcel of land known as the "Combustion Turbine Property", containing 1800 acres, more or less, in Land Lot 83, 84, 85, 86, 87, 118 and 119 of the 13th District and Land Lots 96 and 65 of the 5th District of Monroe County, Georgia, being those tracts conveyed to Oglethorpe Power Corporation (An Electric Membership Generation & Transmission Corporation) by Deed of Conveyance from Gabriel P. Rumble dated April 18, 1989, ["Tract 1" (311.4656 acres) only; less and except "Tract 2" (20.6530) and "Tract 4" (3.1247)] which is recorded in Deed Book 286, Page 128, in the Office of the Clerk of Superior Court of Monroe

County, Georgia [see plat by American Energy Services entitled "Oglethorpe Power Corporation Combustion Turbine Project", dated August 3, 1988]; and by Deed from Mead Coated Board, Inc., dated May 19, 1989, which is recorded in Deed Book 288, Page 248, in the Office of the Clerk of Superior Court of Monroe County, Georgia [see plats by American Energy Services entitled "Oglethorpe Power Corporation Combustion Turbine Project," dated January 31, 1989, January 27, 1989 and January 25, 1989]; and by Warranty Deed from Myrtice Jo Rumble Glade, et al., dated November 14, 1989, which is recorded in Deed Book 301, Page 241, in the Office of the Clerk of Superior Court of Monroe County, Georgia [see plats by American Energy Services entitled "Oglethorpe Power Corporation Combustion Turbine Project," dated February 2, 1989, September 18, 1989 and August 3, 1988, updated September 27, 1989]; and by Limited Warranty Deed from The Proctor & Gamble Cellulose Company, dated December 7, 1990, which is recorded in Deed Book 328, Page 292, in the Office of the Clerk of Superior Court of Monroe County, Georgia [see plats by American Energy Services entitled "Oglethorpe Power Corporation Combustion Turbine Project," dated September 26, 1989; and by Warranty Deed from Jeffrey L. Rader and Luanne K. Rader, dated May 17, 1991, which is recorded in Deed Book 339, Page 47, in the Office of the Clerk of Superior Court of Monroe County, Georgia [see plat by American Energy Services entitled "Oglethorpe Power Corporation Combustion Turbine Project," dated September 28, 1990]; and by Warranty Deed from The Corporation of Mercer University, dated April 30, 1992, which is recorded in Deed Book 373, Page 97, in the Office of the Clerk of Superior Court of Monroe County, Georgia; LESS AND EXCEPT therefrom the following two tracts: TRACT 1 Commence at that point where the centerline of Little Deer Creek intersects the Southwesterly right-of-way margin of Interstate Highway 75, thence North 64 degrees 23 minutes 14 seconds East 5 feet; then go South 25 degrees 36 minutes 46 seconds East 50 feet; thence South 64 degrees 23 minutes 14 seconds West 20 feet; thence South 25 degrees 36 minutes 46 seconds East 394.65 feet to the Northeasterly corner of the Georgia D.O.T. Safety Rest Area property [This corner lies 94.960 feet left of and opposite STA. 468+02.140 on the construction centerline of I-75 SBL.]; thence South 64 degrees 37 minutes 16 seconds West 154.06 feet along the Northerly boundary of the Safety Rest Area to a concrete monument found; thence South 36 degrees

35 minutes 10 seconds West 429.38 feet continuing along the Northerly boundary of the Safety Rest Area to a concrete monument found; thence South 41 degrees 23 minutes 04 seconds East 375.6 feet along the Westerly boundary of the Safety Rest Area to a point which is the POINT OF BEGINNING; thence South 41 degrees 22 minutes 26 seconds East 516.75 feet continuing along the Westerly boundary of the Safety Rest Area to a concrete monument found; thence South 57 degrees 23 minutes 58 seconds East 404.294 feet continuing along the Westerly boundary of the Safety Rest Area to a concrete monument found; thence South 88 degrees 12 minutes 44 seconds East 189.141 feet to the Southerly boundary of the Safety Rest Area to a boundary corner common to the property of Oglethorpe Power, to

the West, and the property of Burke L. Slocumb, III, to the East [This corner lies 157.950 feet left of and opposite STA. 453+42.420 on the construction centerline of I-75 SBL.]; thence South 63 degrees 39 minutes 16 seconds West 417.983 feet to a point; thence North 56 degrees 17 minutes 11 seconds West 657.900 feet to a point; thence North 25 degrees 03 minutes 54 seconds West 175.904 feet to a point; thence North 24 degrees 40 minutes 07 seconds East 299.863 feet to the POINT OF BEGINNING; said tract comprising 5.940 ACRES and TRACT 2: Commence at that point where the centerline of Little Deer Creek intersects the Southwesterly right-of-way margin of Interstate Highway 75; thence North 64 degrees 23 minutes 14 seconds East 5 feet; then go South 25 degrees 36 minutes 46 seconds East 50 feet; thence South 64 degrees 23 minutes 14 seconds West 20 feet; thence South 25 degrees 36 minutes 46 seconds East 394.65 feet to the Northeasterly corner of the Georgia D.O.T. Safety Rest Area property [This corner lies 94.960 feet left of and opposite STA. 468+02.140 on the construction centerline of I-75 SBL.], which is POINT OF BEGINNING; thence South 64 degrees 35 minutes 45 seconds West 20.040 feet along the Northerly boundary of the Safety Rest Area to a point; thence North 23 degrees 09 minutes 51 seconds West 352.404 feet to a point on the Southwesterly right-of-way of I-75; thence South 26 degrees 25 minutes 28 seconds East 352.187 feet along the Southwesterly right-of-way of I-75 to the POINT OF BEGINNING; said tract comprising 0.081 ACRES, the descriptions of TRACT 1 and TRACT 2 being according to (a) plans on file at the Georgia D.O.T. offices, No. 2 Capitol Square, Atlanta, Georgia, for Project No. IM-75-2(197), Monroe County, P.I. No. 311617, dated May 12, 1995, and according to (b) that certain plat of survey by Sam H. Thompson, Georgia Registered Land Surveyor No. 1961, dated September 26, 1989, revised October 23, 1990, which is recorded in the offices of the Clerk of the Superior Court of Monroe County, Georgia, at Plat Book 17, Page 71, which plans and plat are by this reference incorporated into and made a part of this description.

EXHIBIT B

[Form of Series 1998C (Burke) Note]

THIS NOTE IS NON-TRANSFERABLE EXCEPT AS MAY BE REQUIRED TO EFFECT ANY TRANSFER TO ANY SUCCESSOR TRUSTEE UNDER THE INDENTURE OF TRUST, DATED AS OF OCTOBER 1, 1998, BETWEEN THE DEVELOPMENT AUTHORITY OF BURKE COUNTY AND SUNTRUST BANK, ATLANTA, AS TRUSTEE.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

(VOGTLE PROJECT)

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION) ("Oglethorpe"), an electric membership corporation organized and existing under the laws of the State of Georgia, for value received and in consideration of the agreement of the Development Authority of Burke County (the "Burke Authority") to issue $10,570,000 in aggregate principal amount of Development Authority of Burke County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Vogtle Project), Series 1998C (the "Series 1998C (Burke) Bonds"), hereby promises to pay to SunTrust Bank, Atlanta (the "Series 1998C (Burke) Trustee"), as assignee and pledgee of the Burke Authority, acting pursuant to the Indenture of Trust, dated as of October 1, 1998, from the Burke Authority to the Series 1998C (Burke) Trustee (the "Series 1998C Indenture"), or its successor in trust, the principal sum of $10,570,000, together with interest and prepayment premium (if any) thereon as follows:

(1) on or before each Interest Payment Date (as defined in the Series 1998C Indenture), a sum which will equal the interest on the Series 1998C (Burke) Bonds which will become due on such Interest Payment Date on the Series 1998C (Burke) Bonds; and

(2) on or before each January 1, commencing January 1, 1999, a sum which will equal the principal amount of the Series 1998C (Burke) Bonds which will become due (whether at maturity or otherwise) on the next succeeding annual principal payment date on the Series 1998C (Burke) Bonds; and

(3) on or before any redemption date for the Series 1998C (Burke) Bonds, a sum equal to the principal of, redemption premium (if any) and interest on, the Series 1998C (Burke) Bonds which are to be redeemed on such date; and

(4) on or before each date on which the Series 1998C (Burke) Bonds are required to be purchased pursuant to Section 4.01, 4.02 or 4.04 of the Series 1998C Indenture, a sum equal to the purchase price of all Series 1998C (Burke) Bonds required to be purchased on such date.

This Series 1998C (Burke) Note is issued in substitution for and supersedes and replaces that certain Series 1998C (Burke) Note, dated October 6, 1998, by Oglethorpe to the Series 1998C (Burke) Trustee which was executed and delivered contemporaneously with the initial issuance of the Series 1998C (Burke) Bonds. This Series 1998C (Burke) Note evidences the Loan (as defined in the Agreement hereinafter referred to) of the Burke Authority to Oglethorpe and

the obligation to repay the same and shall be governed by and shall be payable in accordance with the terms, conditions and provisions of the Loan Agreement, dated as of October 1, 1998 (the "Agreement"), between the Burke Authority and Oglethorpe, pursuant to which the Burke Authority has agreed to loan to Oglethorpe the proceeds from the sale of the Series 1998C (Burke) Bonds.

This Series 1998C (Burke) Note is a duly authorized obligation of Oglethorpe issued under and equally and ratably secured by the Indenture, dated as of March 1, 1997 (the "Original Indenture"), as heretofore supplemented and as supplemented by the Sixth Supplemental Indenture, dated as of January 1, 1999 (the "Sixth Supplemental Indenture"), and the Seventh Supplemental Indenture, dated as of January 1, 1999 (the "Seventh Supplemental Indenture"), between Oglethorpe, as grantor, and SunTrust Bank, Atlanta, as trustee (in such capacity, the "Indenture Trustee") (the Original Indenture, as supplemented, the "Indenture"). Reference is hereby made to the Indenture for a statement of the description of the properties thereby mortgaged, pledged and assigned, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities thereunder of Oglethorpe, the Indenture Trustee and the holder of this Series 1998C (Burke) Note and of the terms upon which this Series 1998C (Burke) Note is authenticated and delivered. This Series 1998C (Burke) Note is created by the Sixth Supplemental Indenture and designated as the "Series 1998C (Burke) Note."

All payments hereon are to be made to the Series 1998C (Burke) Trustee at its principal office in Atlanta, Georgia, in lawful money of the United States of America which will be immediately available on the day payment is due. As set forth in Section 4.6 of the Agreement, the obligation of Oglethorpe to make the payments required hereunder shall be absolute and unconditional.

Oglethorpe shall be entitled to certain credits against payments required to be made hereunder as provided in Section 4.3 of the Agreement.

This Series 1998C (Burke) Note may be prepaid upon the terms and conditions set forth in Article V of the Agreement.

If the Series 1998C (Burke) Trustee shall accelerate payment of the Series 1998C (Burke) Bonds, all payments on this Series 1998C (Burke) Note shall be declared due and payable in the

manner and with the effect provided in the Agreement. The Agreement provides that, under certain conditions, such declaration shall be rescinded by the Series 1998C (Burke) Trustee.

No recourse shall be had for the payments required hereby or for any claim based herein or in the Agreement or in the Indenture against any officer,

director or member, past, present or future, of Oglethorpe as such, either directly or through Oglethorpe, or under any constitution provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceedings or otherwise.

This Series 1998C (Burke) Note shall not be entitled to any benefit under the Indenture and shall not become valid or obligatory for any purposes until the Indenture Trustee shall have signed the form of authentication certificate endorsed hereon.

This Series 1998C (Burke) Note shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Oglethorpe has caused this Series 1998C (Burke) Note to be executed in its corporate name by its President and Chief Executive Officer and attested by its Secretary and its corporate seal to be hereunto affixed.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

By:

Jack L. King
President and Chief Executive Officer

(SEAL)

Attest:

Patricia N. Nash
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Obligations of the series designated therein referred to in the within mentioned Indenture.

SUNTRUST BANK, ATLANTA, as Trustee

By:

Authorized Signatory

EXHIBIT 4.7.1(h)

UPON RECORDING, RETURN TO:
MS. SHAWNE M. KEENAN
SUTHERLAND ASBILL & BRENNAN LLP
999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

PURSUANT TO SECTION 44-14-35.1 OF OFFICIAL CODE OF GEORGIA ANNOTATED, THIS INSTRUMENT EMBRACES, COVERS AND CONVEYS SECURITY TITLE TO AFTER-ACQUIRED PROPERTY OF THE GRANTOR

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION),
GRANTOR,

to

SUNTRUST BANK, ATLANTA,
TRUSTEE

SEVENTH SUPPLEMENTAL INDENTURE

Relating to the
Series 1998A (Monroe) Note

Dated as of January 1, 1999

FIRST MORTGAGE OBLIGATIONS

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of January 1, 1999, is between OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized and existing under the laws of the State of Georgia, as Grantor (hereinafter called the "Company"), and SUNTRUST BANK, ATLANTA, a banking corporation organized and existing under the laws of the State of Georgia, as Trustee (in such capacity, the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of March 1, 1997 (hereinafter called the "Original Indenture") for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Original Indenture (capitalized terms used herein shall have the meanings ascribed to them in the Original Indenture as provided in Section 2.1 hereof);

WHEREAS, the Development Authority of Monroe County (the "Monroe Authority") issued $143,710,000 in aggregate principal amount of Development Authority of Monroe County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Scherer Project), Series 1992A (the "Series 1992A Bonds"), of which $5,615,000 in aggregate principal amount matures on January 1, 1999 (the "Series 1992A Maturities");

WHEREAS, the Monroe Authority loaned the proceeds from the sale of the Series 1992A Bonds to the Company, with such loan being evidenced by that certain Series 1992A Note, dated as of October 1, 1992 (the "Series 1992A Note"), from the Company to SunTrust Bank, Atlanta, as trustee (in such capacity, the "Series 1992A Trustee"), as assignee and pledgee of the Monroe Authority pursuant to the Trust Indenture, dated as of October 1, 1992 (the "Series 1992A Indenture), between the Monroe Authority and the Series 1992A Trustee;

WHEREAS, on October 6, 1998, the Monroe Authority issued $5,615,000 in aggregate principal amount of Development Authority of Monroe County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Scherer Project), Series 1998A (the "Series 1998A (Monroe) Bonds"), the proceeds from the sale of which were loaned to the Company pursuant to that certain Loan Agreement, dated as of October 1, 1998 (the "Series 1998A (Monroe) Loan Agreement,"), between the Monroe Authority and the Company to refund the Series 1992A Maturities and to make the related payments on the Series 1992A Note;

WHEREAS, the Company's obligation to repay the loan of the proceeds of the Series 1998A (Monroe) Bonds is evidenced by that certain Series 1998A (Monroe) Note, dated October 6, 1998 (the "Unsecured Note"), from the Company to SunTrust Bank, Atlanta, as trustee (in such capacity, the "Series 1998A (Monroe)

Trustee"), as assignee and pledgee of the Monroe Authority pursuant to the Indenture of Trust, dated as of October 1, 1998 (the "Series 1998A (Monroe) Indenture"), between the Monroe Authority and the Series 1998A (Monroe) Trustee;

WHEREAS, as permitted by Section 4.9 of the Series 1998A (Monroe) Loan Agreement, the Company desires to deliver to the Series 1998A (Monroe) Trustee a promissory note secured under the Indenture (as hereinafter defined) in substitution for the Unsecured Note;

WHEREAS, the Company desires to execute and deliver this Seventh Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of providing for the creation and designation of that certain Series 1998A (Monroe) Note, dated the date of its authentication (the "Series 1998A (Monroe) Note"), from the Company to the Series 1998A (Monroe) Trustee, as assignee and pledgee of the Monroe Authority pursuant to the Series 1998A (Monroe) Indenture, as an Additional Obligation and specifying the form and provisions thereof (the Original Indenture, as heretofore, hereby and hereafter supplemented and modified, being herein sometimes called the "Indenture");

WHEREAS, pursuant to Section 4.9 of the Series 1998A (Monroe) Loan Agreement, upon the authentication of the Series 1998A (Monroe) Note by the Trustee, the Series 1998A (Monroe) Note will be delivered to the Series 1998A (Monroe) Trustee in substitution for the Unsecured Note;

WHEREAS, Section 12.1 of the Original Indenture provides that, without the consent of the Holders of any of the Obligations, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.1; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure under the Indenture the payment of the principal of (and premium, if any) and interest on the Series 1998A (Monroe) Note, to make the Series 1998A (Monroe) Note to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligation of the Company, and to constitute the Indenture a valid and binding lien for the security of the Series 1998A (Monroe) Note, in accordance with its terms, have been done and taken; and the execution and delivery of this Seventh Supplemental Indenture has been in all respects duly authorized by the Company;

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSES, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the Series 1998A (Monroe) Note, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company

since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the Series 1998A (Monroe) Note is secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, and its successors and assigns in the trust created thereby and hereby, in trust, all property, rights, privileges and franchises (other than Excepted Property or Excludable Property) of the Company of the character described in the Granting Clauses of the Original Indenture, including all

such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all property described in EXHIBIT A attached hereto, subject to all exceptions, reservations and matters of the character referred to in the Indenture, and does grant a security interest therein for the purposes expressed herein and in the Original Indenture subject in all cases to Sections 5.2 and 11.2 B of the Original Indenture and to the rights of the Company under the Original Indenture, including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as "Excepted Property" or "Excludable Property" in the Original Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Original Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of "Excepted Property" in the Original Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J, L, N and P of "Excepted Property" in the Original Indenture (excluding the property described in Section 2 of EXHIBIT B in the Original Indenture), upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to the Granting Clause Seventh of the Original Indenture, subject to the lien of the Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

TO HAVE AND TO HOLD all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

SUBJECT, HOWEVER, to (i) Permitted Exceptions and (ii) to the extent permitted by Section 13.6 of the Original Indenture as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by

the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article V of the Original Indenture, and not in limitation of the rights elsewhere provided in the Original Indenture, including the rights set forth in Article V of the Original Indenture, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

THE INDENTURE, INCLUDING THIS SEVENTH SUPPLEMENTAL INDENTURE, is intended to operate and is to be construed as a deed passing title to the Trust Estate and is made under the provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage or deed of trust, and is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants therein contained in a timely manner, then the Indenture shall be canceled and surrendered.

AND IT IS HEREBY COVENANTED AND DECLARED that the Series 1998A (Monroe) Note is to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

THE SERIES 1998A (MONROE) NOTE AND CERTAIN PROVISIONS RELATING THERETO

SECTION 1.1 AUTHORIZATION AND TERMS OF THE SERIES 1998A (MONROE) NOTE.

There shall be created and established an Additional Obligation in the form of a promissory note known as and entitled the "Series 1998A (Monroe) Note" (hereinafter referred to as the "Series 1998A (Monroe) Note"), the form, terms and conditions of which shall be substantially as set forth

in this Section and Section 1.2. The aggregate principal face amount of the Series 1998A (Monroe) Note which shall be authenticated and delivered and Outstanding at any one time is limited to $5,615,000.

The Series 1998A (Monroe) Note shall be dated the date of its authentication. The Series 1998A (Monroe) Note shall mature on January 1, 2019 and shall bear interest from the date of its authentication to the date of its maturity at rates calculated as provided for in the form of note prescribed in Section 1.2. The Series 1998A (Monroe) Note shall be authenticated and delivered to, and made payable to, SunTrust Bank, Atlanta, as trustee, in its capacity as the Series 1998A (Monroe) Trustee.

All payments made on the Series 1998A (Monroe) Note shall be made to the Series 1998A (Monroe) Trustee at its principal office in Atlanta, Georgia in lawful money of the United States of America which will be immediately available on the date payment is due.

SECTION 1.2 FORM OF THE SERIES 1998A (MONROE) NOTE.

The Series 1998A (Monroe) Note, including the Trustee's authentication certificate to be executed on such Series 1998A (Monroe) Note, shall be substantially in the form of EXHIBIT B attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

SECTION 1.3 SUBSTITUTION OF THE SERIES 1998A (MONROE) NOTE FOR THE UNSECURED NOTE.

Upon its authentication, the Series 1998A (Monroe) Note shall be delivered to the Series 1998A (Monroe) Trustee in substitution for the Unsecured Note in accordance with Section 4.9 of the Series 1998A (Monroe) Loan Agreement. Thereafter, the Series 1998A (Monroe) Note shall evidence the loan theretofore evidenced by the Unsecured Note.

ARTICLE II

MISCELLANEOUS

SECTION 2.1 This Seventh Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Original Indenture, as heretofore supplemented and as hereby supplemented and modified, is hereby confirmed. Except to the extent inconsistent with the express terms hereof, all of the provisions, terms, covenants and conditions of the Indenture shall be applicable to the Series 1998A (Monroe) Note to the same extent as if specifically set forth herein. All references herein to Sections, definitions or other provisions of the Original Indenture shall be to such Sections, definitions and other provisions as they may be amended or modified from time to time pursuant to the Indenture. All capitalized terms used in this Seventh Supplemental Indenture shall have the same meanings

ascribed to them in the Original Indenture, except in cases where the context clearly indicates otherwise.

SECTION 2.2 All recitals in this Seventh Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Original Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

SECTION 2.3 Whenever in this Seventh Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 2.4 Nothing in this Seventh Supplemental Indenture, expressed

or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

SECTION 2.5 This Seventh Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 2.6 To the extent permitted by applicable law, this Seventh Supplemental Indenture shall be deemed to be a Security Agreement and Financing Statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code, as adopted or hereafter adopted in one or more of the states in which any part of the properties of the Company are situated. The mailing address of the Company,

as debtor is: 2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349,

and the mailing address of the Trustee, as secured party, is:

SunTrust Bank, Atlanta
3495 Piedmont Road
Building 10, Suite 810
Atlanta, Georgia 30305

(Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed under seal as of the day and year first written above.

COMPANY:

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), an electric membership corporation organized under the laws of the State of Georgia

2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085-1349

By: /s/ JACK L. KING

Jack L. King
President and Chief Executive Officer

Signed, sealed and delivered by the Company in the presence of:

/s/ LYNDA CLARK

Witness

/s/ THOMAS J. BRENDIAR

Notary Public

(Notarial Seal)

My commission expires: NOVEMBER 14, 2000

Attest: /s/ PATRICIA N. NASH

Patricia N. Nash
Secretary

[CORPORATE SEAL]

[Signatures Continued on Next Page.]

[Signatures Continued from Previous Page.]

TRUSTEE:

SUNTRUST BANK, ATLANTA
a banking corporation organized and existing under the laws of the State of Georgia

By: /s/ PHILIP D. DEMOUEY

Name: Philip D. Demouey
Title: Vice President

Signed, sealed and delivered by the Trustee in the presence of:

/s/ GEANETTE COX

Witness

By: /s/ BRIAN W. WOMBLE

Name: Brian W. Womble
Title: Trust Officer

/S/ ADA LANE

Notary Public

[BANK SEAL]

(Notarial Seal)

My commission expires: JULY 24, 2001

EXHIBIT A

All property of the Company in the Counties of Appling, Ben Hill, Burke, Carroll, Clarke, Cobb, DeKalb, Floyd, Fulton, Heard, Jackson, Monroe, and Toombs, State of Georgia, including, without limitation, the properties more specifically described below:

No additional properties to be specifically described.

EXHIBIT B

[Form of Series 1998A (Monroe) Note]

THIS NOTE IS NON-TRANSFERABLE EXCEPT AS MAY BE REQUIRED TO EFFECT ANY TRANSFER

TO ANY SUCCESSOR TRUSTEE UNDER THE INDENTURE OF TRUST, DATED AS OF OCTOBER 1, 1998, BETWEEN THE DEVELOPMENT AUTHORITY OF MONROE COUNTY AND SUNTRUST BANK, ATLANTA, AS TRUSTEE.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

SERIES 1998A (MONROE) NOTE DATE: January __, 1999

(SCHERER PROJECT)

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION) ("Oglethorpe"), an electric membership corporation organized and existing under the laws of the State of Georgia, for value received and in consideration of the agreement of the Development Authority of Monroe County (the "Monroe Authority") to issue $5,615,000 in aggregate principal amount of Development Authority of Monroe County Pollution Control Revenue Bonds (Oglethorpe Power Corporation Scherer Project), Series 1998A (the "Series 1998A (Monroe) Bonds"), hereby promises to pay to SunTrust Bank, Atlanta (the "Series 1998A (Monroe) Trustee"), as assignee and pledgee of the Monroe Authority, acting pursuant to the Indenture of Trust, dated as of October 1, 1998, from the Monroe Authority to the Series 1998A (Monroe) Trustee (the "Series 1998A Indenture"), or its successor in trust, the principal sum of $5,615,000, together with interest and prepayment premium (if any) thereon as follows:

(1) on or before each Interest Payment Date (as defined in the Series 1998A Indenture), a sum which will equal the interest on the Series 1998A (Monroe) Bonds which will become due on such Interest Payment Date on the Series 1998A (Monroe) Bonds; and

(2) on or before each January 1, commencing January 1, 1999, a sum which will equal the principal amount of the Series 1998A (Monroe) Bonds which will become due (whether at maturity or otherwise) on the next succeeding annual principal payment date on the Series 1998A (Monroe) Bonds; and

(3) on or before any redemption date for the Series 1998A (Monroe) Bonds, a sum equal to the principal of, redemption premium (if any) and interest on, the Series 1998A (Monroe) Bonds which are to be redeemed on such date; and

(4) on or before each date on which the Series 1998A (Monroe) Bonds are required to be purchased pursuant to Section 4.01, 4.02 or 4.04 of the Series 1998A Indenture, a sum equal to the purchase price of all Series 1998A (Monroe) Bonds required to be purchased on such date.

This Series 1998A (Monroe) Note is issued in substitution for and

supersedes and replaces that certain Series 1998A (Monroe) Note, dated October 6, 1998, by Oglethorpe to the Series 1998A (Monroe) Trustee which was executed and delivered contemporaneously with the initial issuance of the Series 1998A (Monroe) Bonds. This Series 1998A (Monroe) Note evidences the Loan (as defined in the Agreement hereinafter referred to) of the Monroe Authority to Oglethorpe and the obligation to repay the same and shall be governed by and shall be payable in accordance with the terms, conditions and provisions of the Loan Agreement, dated as of October 1, 1998 (the "Agreement"), between the Monroe Authority and Oglethorpe, pursuant to which the Monroe Authority has agreed to loan to Oglethorpe the proceeds from the sale of the Series 1998A (Monroe) Bonds.

This Series 1998A (Monroe) Note is a duly authorized obligation of Oglethorpe issued under and equally and ratably secured by the Indenture, dated as of March 1, 1997 (the "Original Indenture"), as heretofore supplemented and as supplemented by the Sixth Supplemental Indenture, dated as of January 1, 1999 (the "Sixth Supplemental Indenture"), and the Seventh Supplemental Indenture, dated as of January 1, 1999 (the "Seventh Supplemental Indenture"), between Oglethorpe, as grantor, and SunTrust Bank, Atlanta, as trustee (in such capacity, the " Indenture Trustee"), (the Original Indenture, as supplemented, the " Indenture"). Reference is hereby made to the Indenture for a statement of the description of the properties thereby mortgaged, pledged and assigned, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities thereunder of Oglethorpe, the Indenture Trustee and the holder of this Series 1998A (Monroe) Note and of the terms upon which this Series 1998A (Monroe) Note is authenticated and delivered. This Series 1998A (Monroe) Note is created by the Seventh Supplemental Indenture and designated as the "Series 1998A (Monroe) Note."

All payments hereon are to be made to the Series 1998A (Monroe) Trustee at its principal office in Atlanta, Georgia, in lawful money of the United States of America which will be immediately available on the day payment is due. As set forth in Section 4.6 of the Agreement, the obligation of Oglethorpe to make the payments required hereunder shall be absolute and unconditional.

Oglethorpe shall be entitled to certain credits against payments required to be made hereunder as provided in Section 4.3 of the Agreement.

This Series 1998A (Monroe) Note may be prepaid upon the terms and conditions set forth in Article V of the Agreement.

If the Series 1998A (Monroe) Trustee shall accelerate payment of the Series 1998A (Monroe) Bonds, all payments on this Series 1998A (Monroe) Note shall be declared due and payable in the manner and with the effect provided in

the Agreement. The Agreement provides that, under certain conditions, such declaration shall be rescinded by the Series 1998A (Monroe) Trustee.

No recourse shall be had for the payments required hereby or for any claim based herein or in the Agreement or in the Indenture against any officer, director or member, past, present or future, of Oglethorpe as such, either directly or through Oglethorpe, or under any constitution provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceedings or otherwise.

This Series 1998A (Monroe) Note shall not be entitled to any benefit under the Indenture and shall not become valid or obligatory for any purposes until the Indenture Trustee shall have signed the form of authentication certificate endorsed hereon.

This Series 1998A (Monroe) Note shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Oglethorpe has caused this Series 1998A (Monroe) Note to be executed in its corporate name by its President and Chief Executive Officer and attested by its Secretary and its corporate seal to be hereunto affixed.

OGLETHORPE POWER CORPORATION
(AN ELECTRIC MEMBERSHIP
CORPORATION)

By:

Jack L. King
President and Chief Executive Officer

(SEAL)

Attest:

Patricia N. Nash
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Obligations of the series designated therein referred to in the within mentioned Indenture.

SUNTRUST BANK, ATLANTA, as Trustee

By:

Authorized Signatory

EXHIBIT 10.25

AGREEMENT REGARDING CONTINUED EMPLOYMENT

This Agreement is between Jack L. King (the "Employee") and Oglethorpe Power Corporation (the "Employer"). The Employee is employed by the Employer as President and Chief Executive Officer. The purpose of this Agreement is to memorialize certain of the terms of the Employee's continued employment by the Employer. The Employee also currently serves as an employee of Georgia Transmission Corporation and Georgia System Operations Corporation, each of which shares responsibility for a portion of Employee's compensation. Notwithstanding any such sharing, Oglethorpe Power Corporation is fully obligated to the Employee for all amounts due under this Agreement, and any collections from the other companies is the responsibility of Oglethorpe Power Corporation.

1. TERM OF EMPLOYMENT. Subject to termination as provided in Section 4, the Employee will continue to be employed as President and Chief Executive Officer of the Employer through July 31, 2000.

2. SALARY. The Employee will continue to be paid the salary that he is currently paid unless the Board of Directors of the Employer increase his salary.

3. INCENTIVE COMPENSATION. The Employee also will be paid incentive compensation in accordance with this Section:

(a) The Employee will participate in the Employer's performance compensation program on a basis comparable to the Chief Operating Officers of the Employer, Georgia Transmission Corporation and Georgia System Operations Corporation.

(b) In the event the Board of Directors of the Employer approves the terms of a restructuring of the Employer's RUS-guaranteed indebtedness on or before September 1, 2000, and such restructuring results in significant savings to the Employer, the Employer will pay to the Employee incentive compensation as provided in this subsection (b). Such Board approval will be considered to have occurred when the Board of Directors approves any arrangement pursuant to which the Employer's obligations with respect to such RUS-guaranteed indebtedness (whether such obligation is set forth in a promissory note, a power purchase arrangement or otherwise) is proposed to be modified in any way (otherwise than as permitted by the express provisions of the promissory notes currently evidencing such indebtedness) as a consequence or in recognition of the possibility that the assets securing such indebtedness have a value that is less than the amount of such indebtedness or other factors affecting the Employer's ability to meet existing debt service obligations. In such event, the Employer will pay to the Employee, as incentive compensation,

the sum of $100,000 or 5% of the first four (4) years of savings under the restructured debt, whichever is less. Such incentive compensation will be paid in two equal installments, one due on the date such debt restructuring is approved by the Board and the remaining balance on the date on which definitive documents with respect to such debt restructuring are signed by the Employer.

(c) In the event there is no debt restructuring as described in subsection (b) above and the Employer's Board of Directors determines, in its sole discretion, that the Employer's risks with respect to its obligations for its nuclear generation units have been materially reduced as a consequence of arrangements achieved through efforts for which the Employee was substantially responsible, the Employer will pay to the Employee, as incentive compensation, the sum of $100,000 to be paid in two equal installments, one due promptly after the Board's determination and the remaining balance on such date as the Board shall determine but not later than the first anniversary of the first payment date.

4. TERMINATION. The Employee's employment may be terminated by the Employer or the Employee at any time by giving thirty (30) days written notice to the other. In the event employment is terminated by the Employer for any reason other than "Cause" (as hereinafter defined), the Employer will:

(i) pay to the Employee on the date of termination his salary through the date of termination plus an amount equal to six (6) months of salary payable to the Employee under Section 2;

(ii) pay to the Employee on the date of termination all incentive compensation earned as of December of the preceding year, under subsection 3(a), to the extent unpaid;

(iii) pay to the Employee incentive compensation, if any, owed pursuant to subsection (b) and subsection (c) above when and as provided in those subsections; and

(iv) continue for six months, or until the Employee procures a new job and becomes entitled to substantially equivalent benefits, if earlier, after the date of termination, at the Employer's expense, all life insurance maintained for the Employee at the date of termination.

"Cause" means conviction of a felony, or other fraudulent or willful misconduct by the Employee that is materially and demonstrably injurious to the business or the reputation of the Employer or the willful and continued failure by the Employee to perform his duties with the Employer (other than any such failure resulting from incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Employee by the Chairman of the Board which specifically identifies the manner in which the Chairman of the Board believes that the Employee has not substantially performed

his duties.

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION)	JACK L. KING
By: /s/ J. CALVIN EARWOOD --- Chairman of the Board	/s/ JACK L. KING --- Jack L. King

EXHIBIT 10.26

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of September 1, 1998 between Oglethorpe Power Corporation ("Oglethorpe") and Thomas A. Smith (the "Employee").

WHEREAS, TAS & Associates, Inc. (the "Consultant") has been engaged by Oglethorpe to provide financial consulting and advisory services to Oglethorpe and has done so by providing the services of Thomas A. Smith.

WHEREAS, Oglethorpe now desires to obtain the benefit of the Employee's experience and expertise as an employee rather than through the Consultant.

NOW, THEREFORE, in consideration of the agreements herein set forth, Oglethorpe and the Employee agree as follows:

1. EMPLOYMENT. Oglethorpe hereby employs the Employee to serve as Oglethorpe's Senior Vice President and Chief Financial Officer in accordance with the terms of this Agreement. The Employee hereby accepts such employment. This Agreement supersedes and replaces that certain Consulting Agreement, dated as of February 1, 1998, between Oglethorpe and the Consultant (the "Prior Agreement"). After the date of this Agreement, the Prior Agreement shall terminate except for (i) Oglethorpe's obligation to pay compensation for periods prior to the date of this Agreement, to reimburse expenses and to provide indemnification and (ii) the confidentiality obligations of the Consultant.

2. TERM OF EMPLOYMENT. The term of this Agreement shall commence on the date hereof and shall end on August 31, 2003, subject to earlier termination as herein provided.

3. TITLE AND DUTIES. The Employee shall serve as Oglethorpe's Senior Vice President and Chief Financial Officer. In that capacity, Employee shall have such duties and responsibilities as are customary for such position.

4. TIME COMMITMENT. Oglethorpe and the Employee agree that the Employee's employment under this Agreement initially will not be on a full-time basis. The Employee shall devote an average of four work days per week to his employment under this Agreement until February 28, 1999 or such earlier date as the Employee shall specify in a written notice to Oglethorpe. Thereafter, the Employee shall devote full time effort to his employment hereunder. Until such date, Oglethorpe and the Employee understand and agree that the Employee is engaged as an employee of Oglethorpe under this Agreement on a non-exclusive basis, and that the Employee may work as an employee of another or otherwise

provide financial consulting and advisory services to others on a basis consistent with his undertakings hereunder. The Employee may not serve as an employee of another or provide financial consulting and advisory services to others if doing so would involve conflicts of interest as determined by Oglethorpe in the exercise of its judgment.

5. BASE COMPENSATION. Oglethorpe shall pay the Employee base annual compensation equal to: (i) $160,000 through February 28, 1999, or such earlier date on which the Employee commences full-time employment as provided in Section 4; and (ii) $180,000 thereafter. Increases in base annual compensation shall be determined on each anniversary of this Agreement by mutual agreement. Oglethorpe shall pay the Employee at such intervals and in such manner as it pays its other executives of a comparable level.

6. BENEFIT PLANS. The Employee is an officer and employee of Oglethorpe. As such, he shall participate in all employee benefit, health care, savings, insurance, retirement or similar plans, practices, policies or programs applicable to employees of Oglethorpe.

7. INCENTIVE COMPENSATION. Oglethorpe shall pay the Employee incentive compensation in accordance with this Section 7:

(a) In the event Oglethorpe's Board of Directors approves the terms of a restructuring of Oglethorpe's RUS-guaranteed indebtedness on or before September 1, 2001 and where such restructuring results in significant savings to Oglethorpe, Oglethorpe shall pay to the Employee incentive compensation as provided in this subsection (a). Such Board approval shall be considered to have occurred when the Board of Directors approves any arrangement pursuant to which Oglethorpe's obligations with respect to such RUS-guaranteed indebtedness (whether such obligation is set forth in a promissory note, a power purchase arrangement or otherwise) is proposed to be modified in any way (otherwise than as permitted by the express provisions of the promissory notes currently evidencing such indebtedness) as a consequence or in recognition of the possibility that the assets securing such indebtedness have a value that is less than the amount of such indebtedness or other factors affecting Oglethorpe's ability to meet existing debt service obligations. In such event, Oglethorpe shall pay to the Employee, as incentive compensation, the sum of $100,000 or 5% of the first four (4) years of savings under the restructured debt, whichever is less. Such incentive compensation shall be paid in two equal installments, one due on the date such debt restructuring is approved by the Board and the remaining balance on the date on which definitive documents with respect to such debt restructuring are signed by Oglethorpe or the date of termination of this Agreement, if earlier.

(b) In the event there is no debt restructuring as described in subsection (a) above and Oglethorpe's Board of Directors determines, in its sole discretion, that Oglethorpe's risks with respect to its obligations for its

nuclear generation units have been materially reduced as a consequence of arrangements achieved through efforts for which the Employee was substantially responsible, Oglethorpe shall pay to the Employee, as incentive compensation, the sum of $100,000 to be paid in two equal installments, one due promptly after the Board's determination and the remaining balance on such date as the Board shall determine but not later than the first anniversary of the first payment date.

(c) Oglethorpe shall pay to the Employee, as additional incentive compensation, amounts to be agreed upon on an annual basis on or before December 31 each year for the following calendar year during the term of this Agreement.

8. TERMINATION. This Agreement may be terminated (i) by Oglethorpe at any time by giving thirty (30) days written notice to the Employee, and (ii) by the Employee at any time by giving thirty (30) days written notice to Oglethorpe.

9. TERMINATION PAYMENTS. Upon termination of this Agreement as provided in Section 8, Oglethorpe shall make the payments and take the other actions required by this Section 9:

(a) in the event this Agreement is terminated by the Employee for "Good Reason" (as hereinafter defined) or by Oglethorpe for any reason other than "Cause" (as hereinafter defined), Oglethorpe shall:

(i) pay to the Employee on the date of termination his base compensation through the date of termination plus an amount equal to three (3) months of base compensation payable to the Employee under Section 5;

(ii) pay to the Employee on the date of termination all earned but unpaid incentive compensation under Section 7;

(iii) continue for six months, or until the Employee procures a new job and becomes entitled to substantially equivalent benefits, if earlier, after the date of termination, at Oglethorpe's expense, all life and health insurance maintained by Oglethorpe for the Employee at the date of termination;

(iv) pay or reimburse the Employee for expenses for the services of an out placement consulting firm approved by Oglethorpe up to a maximum amount of $25,000; and

(v) in the event the Employee has not procured a new job with substantially equivalent compensation within three months of the date of termination, pay to the Employee amounts equal to the base compensation that would have been payable to the Employee under Section

5 for the period commencing at the end of such three-month period and ending three months thereafter or on the date the Employee procures such a new job, if earlier.

(b) In the event this Agreement is terminated by the Employee other than for Good Reason or by Oglethorpe for Cause, Oglethorpe shall pay to the Employee his base compensation through the date of termination, plus any earned but unpaid incentive compensation under Section 7.

(c) For purposes of this Section 9, the following terms shall have the following definitions:

"Cause" means conviction of a felony, or other fraudulent or willful misconduct by the Employee that is materially and demonstrably injurious to the business or the reputation of Oglethorpe, or the willful and continued failure by Employee to perform his duties with Oglethorpe (other than any such failure resulting from incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Employee by the Board or chief executive officer of Oglethorpe which specifically identifies the manner in which the Board or the chief executive officer believes that Employee has not substantially performed his duties.

"Good Reason" means the occurrence of any of the following without the written consent of the Employee:

(1) a material reduction in the scope of the Employee's duties or responsibilities;

(2) a material reduction in the compensation payable to the Employee;

(3) a material reduction in the benefits available to the Employee; or

(4) any request by Oglethorpe that the Employee participate in an unlawful act or take any action that constitutes a breach of Employee's professional standard of conduct.

10. ASSIGNMENT; SUCCESSORS.

(a) The rights and duties of the Employee under this Agreement, other than accrued and unpaid amounts due hereunder, shall not be assignable, without the prior written consent of Oglethorpe.

(b) This Agreement shall not be assignable by Oglethorpe, provided, that with the consent of the Employee, Oglethorpe may assign this Agreement to another corporation wholly-owned by it, either directly or through one or more other corporations, or to any corporate successor of Oglethorpe or any such corporation.

(c) Notwithstanding the foregoing, any business entity succeeding to substantially all of the business of Oglethorpe by purchase, merger, consolidation, sale of assets or otherwise, shall be bound by and shall adopt and assume this Agreement, and Oglethorpe shall obtain the assumption of this Agreement by such successor.

11. NOTICES. Any notice or other communications under this Agreement shall be in writing, signed by the party making the same, and shall be delivered personally or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Employee: Mr. Thomas A. Smith
9385 Stoney Ridge Lane
Alpharetta, Georgia 30022
Tel.: (770) 998-6752

If to Oglethorpe: Oglethorpe Power Corporation
2100 East Exchange Place
Post Office Box 1349
Tucker, Georgia 30085-1349
Tel.: (770) 270-7600
Fax: (770) 270-7872
Attn: President and Chief Executive Officer

or to such other address or agent as may hereafter be designated by either party hereto. All such notices shall be deemed given on the date personally delivered or mailed.

12. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia.

13. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability or any such provisions in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreements of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties

with respect to the matters set forth herein. This Agreement may not be amended or modified except by a writing executed by the parties.

[Signatures On Next Page]

IN WITNESS WHEREOF, Oglethorpe and the Employee have executed and delivered this Agreement as of the date first above written.

OGLETHORPE POWER CORPORATION

By: /s/ JACK. L. KING

Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

By: /s/ THOMAS A. SMITH

Thomas A. Smith

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM OGLETHORPE POWER CORPORATION'S BALANCE SHEET AS OF DECEMBER 31, 1998 AND RELATED STATEMENTS OF REVENUES AND EXPENSES AND CASH FLOWS FOR THE PERIOD ENDED DECEMBER 31, 1998 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.
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