EXHIBIT__(RS/RT-7)

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

GEORGIA POWER COMPANY
DOCKET NO. 44280

Data Request No. STF-LA-2-78

BASIS FOR THE ASSERTION THAT THE INFORMATION SUBMITTED IS A TRADE SECRET

As part of Georgia Power's 2022 Rate Case filed in Docket No. 44280, Georgia Power Company (the "Company") submits to the Georgia Public Service Commission (the "Commission") its response to STF-LA-2-78. In the response, the Company has included incentive target award information (the "Information"). All of such Information constitutes trade secret information of the Southern Company, Georgia Power, and its affiliates and is therefore protected from public disclosure under Commission Rule 515-3-1-.11.

The Information derives economic value from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from their disclosure or use. More specifically, the Information contains incentive compensation information that could be used by competitors of the Company, or other companies with which Georgia Power competes for employees, in order to attract employees. Having access to such Information would put Georgia Power at a competitive disadvantage in terms of recruiting and retaining employees. Companies with which Georgia Power competes for employees are not similarly required to disclose incentive compensation information, and disclosure of the Information would artificially alter competition for valuable employees. This would, in turn, harm the Company and its customers in that the Company would be hampered in its attempts to secure and retain qualified employees at all levels of the Company.

The Information is subject to substantial procedures to maintain its secrecy. Only select Georgia Power and Southern Company personnel and their legal counsel are granted access to the Information. Those personnel receive access only on a "need to know" basis. Parties outside the Company who have been granted access to the Information, if any, have been required to sign confidentiality agreements with respect to the Information.

GEORGIA POWER COMPANY
Docket No. 44280
Georgia Power Company's 2022 Rate Case
Staff Data Request No. STF-LA-2

STF-LA-2-78

Question:

With regard to Southern Company's incentive compensation plans, the costs of which are included in GPC's forecasted test year ending July 31, 2023, and in forecasted calendar years 2022-2025 expenses, please provide the following information, similar to the information that was provided in response to STF-L&A-1-82 (and Attachments a, b & c) in the Company's 2019 rate case:

a. Management summary of the types of incentive compensation programs and a general description of the workings, award criteria and recipient employees of each of these incentive compensation programs.
b. Copies of actual internal source documentation describing each of these incentive compensation programs.
c. In total, and broken out by incentive compensation program, provide the costs included in GPC's forecasted test year ending July 31, 2023, also showing what percentage of these costs is charged to O&M expense. Provide this cost information for "direct" GPC incentive compensation, as well as for incentive compensation costs charged and allocated to GPC by SCS and charged and allocated to GPC by SNOC, and charged and allocated to GPC by any other affiliates who have charged or are expected to charge such costs go GPC.
d. In total, and broken out by incentive compensation program, provide the costs included in GPC's forecasted calendar years, 2022, 2023, 2024 and 2025, also showing what percentage of these costs is charged to O&M expense. Provide this cost information for "direct" GPC incentive compensation, as well as for incentive compensation costs charged and allocated to GPC by SCS and charged and allocated to GPC by SNOC, and charged and allocated to GPC by any other affiliates who have charged or are expected to charge such costs go GPC.

Response:

a. Please see STF-LA-2-78 Attachment A.

b. Please see STF-LA-2-78 Attachments B and C.

c-d. Please see STF-LA-2-78 Attachment D.

STF-LA-2-78 Attachment A

Incentive Compensation Programs General Description

Program Name	Description
Performance Pay Program	The Company's annual performance program rewards achievement of operational goals, earnings per share and GPC net income. A target percentage of base pay is established for each employee based on his/her classification and grade level for target-level performance. All employees except a small number of sales-commission employees are eligible to participate.
Long-term Incentive Program	The Long-Term Incentive Program is a long-term, target-based, variable pay program for granting equity compensation awards that are paid in shares of common stock of Southern Company. The objective of the Long-Term Incentive Program is to promote strong long-term business results by rewarding continued employment and value drivers that distinguish our performance in the utility industry. Employees classified as exempt under FLSA with a minimum salary range of $132,299 (Grade 9) or greater are eligible. A long-term performance target percentage of base pay is established for each employee based on his/her grade level. Further, this target percent is allocated between performance share units (70%) and restricted stock units (30%).



Southern Company

2022

Southern Company Performance Pay Program (PPP)

Southern Company Performance Pay Program (PPP)

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Southern Company 2022 Performance Pay Program

Program Purpose

The Southern Company Performance Pay Program (PPP) is an annual, target-based, variable-pay program that pays out in cash. It sets thresholds, targets, and maximums for each participant and pays out dependent on corporate, business unit, and individual performance relative to established goals.

Payouts are based on financial performance, including Southern Company earnings per share (EPS), net income or other financial goals at the business units/operating companies, and operational performance, including safety, operations, culture, and other goals specific to each business unit/operating company. The objective of the PPP is to promote strong short-term business results by rewarding value drivers on an annual basis for each business unit/operating company.

Program Governance

The program is granted pursuant to and governed by the Southern Company 2021 Equity and Incentive Compensation Plan, as amended from time to time (Omnibus Plan). The Omnibus Plan is administered by the Compensation and Management Succession Committee of the Board of Directors of the Southern Company (Committee). This document describes the PPP and may be amended at any time. In case of any conflict between the provisions of the Omnibus Plan and this document, the provisions of the Omnibus Plan will govern.

PPP awards for the executive officers of Southern Company (Executive Officers) have certain additional terms and conditions that are separately described.

Participant Eligibility

All regular full-time and part-time employees are eligible to participate in the PPP if in an eligible position as of December 31 of the performance period, except as described below. Collective bargaining employees only participate to the extent their bargaining units have approved participation.

The following employees and other persons are not eligible to participate in the PPP (even if such classification is determined to have been incorrect):

- Independent contractors
- Temporary employees
- Leased workers
- Service vendor workers
- Co-ops and interns
- Employees working for a Southern Company subsidiary that has a different short-term incentive plan, commission program or sales incentives plan, including PowerSecure, Inc.
- GPC bargaining unit employees who have not completed their probationary period and who are not approved by their manager to participate as of December 31

See **Appendix A: Additional Terms of Participation and Payout Eligibility** for additional details on terms of eligibility (including retirement, resignation and those not eligible to participate).

Performance Period and Payment of Awards

The performance period for the PPP is January 1 through December 31. PPP awards vest on December 31 of the performance period. Participants must be employed on that date to be eligible to receive a payout for the year, except in cases of retirement, disability or death. See **Appendix A: Additional Terms of Participation and Payout Eligibility** for additional details on payment of awards.

Payments are made in cash as soon as practicable after the end of the performance period, but no later than March 15 of the year following the performance period.

PPP payouts are taxable to participants in the year received. Payouts are subject to the following tax withholdings: Federal (flat rate), Social Security, Medicare, and State and local taxes where applicable. Payroll deductions are limited to legal withholdings (i.e., garnishments, child support, levies and bankruptcies).

Underpayments/Overpayments

If there is an error in the determination of a payout amount (regardless of why the error occurs) or in the payment of a payout or a recalculation of the performance results (whether due to misconduct or otherwise), Southern Company, in its sole discretion, shall determine the method for correcting the error in accordance with the requirements of the Omnibus Plan and the Southern Company Clawback Policy. If the error results in an overpayment, Southern Company may choose, among other options, to require repayment of the overpayment or to reduce future payouts.

Impact on Other Plans - PPP Treatment in Other Southern Company Plans[1]

- **Pension Plan –** Counts actual PPP payouts as pay for certain formulas as defined under the plan
- **Employee Savings Plan –** Does not count PPP payouts as pay for determination of employer matching contribution but PPP payouts are counted as pay that may be deferred
- **Life Insurance Plan –** Does not count PPP payouts as pay
- **Long-Term Disability –** Does not count PPP payouts as pay
- **Supplemental Individual Disability Insurance –** If the employee is eligible and elects coverage, PPP payouts are factored into the total compensation covered
- **Deferred Compensation Plan –** If the employee is eligible, PPP payouts are counted as pay that may be deferred but are not eligible for employer matching contributions

Other Terms

Payments from this program are not subject to assignment or transfer for any reason, including transfers incident to a divorce, other than by will or the laws of intestate succession. Any attempt to assign or transfer the right to payments from this program shall be void and have no effect.

No employment rights are created by this program or the Omnibus Plan.

Terms Applicable to Executive Officers

Certain additional requirements applicable to the Executive Officers are as follows:

- An objective, performance-based payout formula is set by the Committee within the first 90 days of the performance period. It must be clear enough that an outside third party, with knowledge of all the facts, could calculate the payout.
- Actual performance must be certified by the Committee prior to payout.
- Only negative discretion may be applied to reduce the payout from the amount determined under the formula.

[1] Every effort has been made to ensure the accuracy of the information provided above. However, in the event there is a discrepancy between the information provided in this document and the benefits to which you are entitled, the terms of the applicable plan document will govern the determination of any benefits you are eligible to receive. Your actual benefits will be determined based upon the applicable plan document.

Plan Design

Goals are set for each performance period using the performance measures most important to Southern Company and each operating company/business unit. For 2022, the PPP has the following performance goals and weightings which vary depending upon your participant group.

2022 Performance Goals and Weightings				
Participant Group	**Corporate EPS Goal**	**Business Unit Financial Goal**	**Business Unit Operational Goal**	**Individual Performance Goal**
Southern Company CEO & CFO	45%	0%	30%	25%
Southern Company Management Council and Grade 11+	25%	25%	30%	20%
All Other Participants	1/3	1/3	1/3	0%

The Committee may approve exceptions to the performance goals. The primary considerations for an exception include adjustments to exclude the up or down impact of items: (1) considered “one time” or outside of “normal operations;” (2) not anticipated in the business plan when the goal was established; and (3) of sufficient magnitude to warrant recognition.

Funding Threshold (Dividend Funding Mechanism)

Southern Company net cash from operating activities must exceed the prior year dividend to provide any PPP opportunity for the performance components (dividend funding mechanism). The intent of the dividend funding mechanism is to ensure adequate coverage of dividend payments and to eliminate PPP payouts under circumstances that prevent or threaten continuation of the dividend at the prior year’s level. The dividend funding mechanism is not intended to activate when non-recurring, non-cash items occur.

Corporate Performance Component

Southern Company EPS Performance Range

EPS is measured as basic earnings per share from continuing operations. EPS is calculated by dividing the consolidated net income from continuing operations by the average shares outstanding for 2022. For PPP purposes, the 2022 EPS measurement typically excludes and subject to the Committee’s approval potential costs associated with plants under construction, acquisition, disposition, and integration costs, and one-time items related to corporate transactions (i.e., acquisitions and/or divestitures).

The Southern Company EPS goal payout range for all participants is 0% to 200% of target. PPP goal performance will be determined using the following scale. Results will be interpolated on a straight-line basis when they fall between performance levels.

	Corporate Performance	2022 EPS
Maximum	200%	$3.72
	150%	$3.60
Target	100%	$3.55
	50%	$3.50
Threshold	0%	$3.38

Business Unit Financial Component

Business Unit Net Income

The business unit financial goal is net income after dividends on preferred and preference stock, if applicable. For Southern Company Services, Inc. (SCS), the business unit financial goal performance is determined by the equity-weighted average of the business unit net income goal payouts. For Southern Nuclear Operating Company, Inc. (SNC), the business unit financial goal performance is determined by the average payout for the APC and GPC net income goals. For PPP purposes, the 2022 business unit financial goal measurement typically excludes and subject to the Committee's approval potential costs associated with plants under construction, acquisition, disposition, and integration costs, and one-time items related to corporate transactions (i.e., acquisitions and/or divestitures).

See **Appendix C: Business Unit Financial and Operational Goals** for specific business unit financial goals for each business unit.

Business Unit Financial Performance Range

The business unit financial goal payout range for all participants is 0% to 200% of target based on actual performance achieved under the business unit financial goal. Results will be interpolated on a straight-line basis when they fall between performance levels.

See **Appendix C: Business Unit Financial and Operational Goals** for specific business unit financial goals for each business unit.

Business Unit Operational Component

Business Unit Operational Goals

Operating company/business unit operational goals are key performance measures determined by each operating company/business unit. The key performance measures may include safety, culture, customer satisfaction, major projects, availability, reliability, or other applicable goals.

See **Appendix C: Business Unit Financial and Operational Goals** for specific operating company/business unit operational goals.

Business Unit Operational Performance Range

The operating company/business unit operational goal payout range for all participants is 0% to 200% of target based on actual performance achieved under the operating company/business unit operational goal.

See **Appendix C: Business Unit Financial and Operational Goals** for specific operating company/business unit operational goals.

Individual Performance Component (grade 11 and above)

Individual Performance Goals

Individual performance is measured on goals set forth at the beginning of the year by the participant and his or her manager. Setting goals and rewarding individual achievements strengthen the link between pay and performance and drives accountability and recognition for individual performance.

Individual Performance Achievement Range

Individual performance achievement can range from 0% to 200% of target based on achievement of individual goals and results from annual performance ratings. Management discretion is used to determine overall achievement of the individual performance component.

Calibration of Individual Performance Achievement

Performance calibration helps to effectively differentiate high performers and reinforces the criteria for high performance across the organization. Individual performance achievement may be calibrated to ensure objective and consistent application of measuring standards of performance across the Southern Company system.

Calculating the Target PPP Award and Actual PPP Payout

How Payouts are Determined

The target PPP award for each participant is determined as a percentage of Base Salary. The applicable percentage varies based on grade level within the Southern Company system's salary structure. To determine your individual PPP target level, reach out to your Human Resources Business Partner.

Payouts are calculated based on Base Salary as of December 31 of the performance period, except as described in **Appendix A: Additional Terms of Participation and Payout Eligibility.**

After the end of the performance period, the Committee reviews goal achievement. The results of the performance goals are added together to determine the overall PPP percentage achievement. The target award is then multiplied by the overall PPP percentage achievement to determine the total PPP payout.

Committee Discretion

The Committee may make adjustments, both positive and negative, to goal achievement for purposes of determining payouts.

Allocation of Overall PPP Payout

- At management discretion, a participant's PPP payout may be partially or fully reduced from the calculated PPP amount, including to zero.
- At management discretion, a participant's PPP payout may be increased above the calculated PPP amount, but cannot exceed 200% of target.
- Applicable tax rules require that the total calculated PPP payout for the applicable business unit/operating company must be paid out each year. Individual reductions must be reallocated among other participants within the applicable business unit/operating company.
- PPP payout amounts cannot be transferred from one business unit/operating company to another business unit/operating company. However, this restriction does not impact individual employee transfers from one business unit/operating company to another.

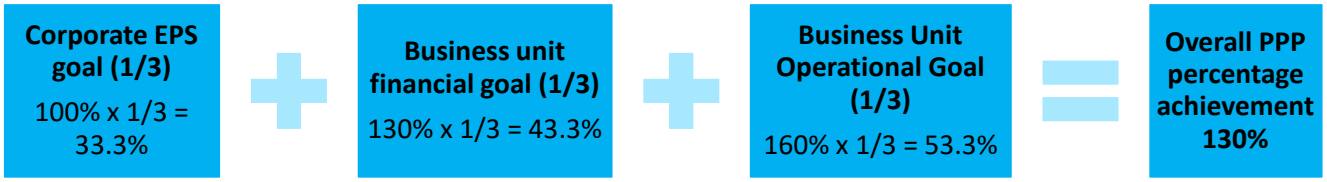
See **Appendix A: Additional Terms of Participation and Payout Eligibility** for more details about changes in employment status.

PPP Payout Calculation Example

The following example assumes the EPS goal achievement was at 100% of target; the operating company/business unit financial goal achievement was at 130% of target; and the operational goal achievement was at 160% of target.

Example for a Participant without individual performance:

1. Calculating the overall PPP percentage achievement:

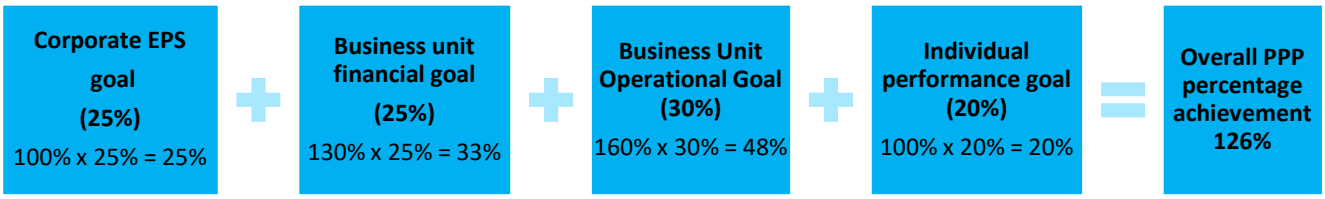


2. Calculating the PPP payout using the target award % and overall PPP percentage achievement:



Example for a Participant with individual performance:

1. Calculating the overall PPP percentage achievement



2. Calculating the PPP payout using the target award % and overall PPP percentage achievement:



Appendix A

Additional Terms of Participation and Payout Eligibility

New Hires During Performance Period

Eligible participants will be entitled to receive a prorated payout.

Change in Status During the Performance Period

- **Change in business unit or operating company –** Payout will be based on the overall PPP percentage achievement at each business unit or operating company and prorated using the number of full weeks at each business unit or operating company. The employer at year-end will bear the cost of the combined PPP payout.
- **Promotion –** Payout will be prorated based upon the target award at each position held by the participant. The proration considers the number of full weeks at each target award.
- **Demotion –** Payout will be prorated based upon the target award of each position held by the participant. The proration considers the number of full weeks at each target award.
- **Participants that change their standard hours during the year –** Payout will be adjusted to reflect the weighted average standard hours during the year.

Transfer or Job Change

FROM	TO	Impact to Payout
PPP-eligible position	**PPP-ineligible covered position**	No payout for the year of transfer.
PPP-eligible position	**PPP-ineligible non-covered position**	A prorated payout will be determined after the performance period using the Base Salary on the last day in the PPP eligible position. The proration considers the number of full weeks worked in the PPP eligible position.
PPP-eligible position	**PPP-eligible position**	Payout will be prorated based upon the target award of each position held by the participant using Base Salary on December 31. The proration considers the number of full weeks at each target award.
PPP-ineligible position	**PPP-eligible position**	A prorated payout will be determined after the performance period has ended using Base Salary on December 31. The proration considers the number of full weeks worked in the PPP-eligible position.

Retirement

A prorated payout will be based on the overall PPP percentage achievement using Base Salary on date of retirement.

Death

A prorated payout will be based on the overall PPP percentage achievement using Base Salary on date of death. Beneficiary designations are not accepted under the PPP; the payout will be paid to the participant's estate.

Leave of Absence or Disability

- **Unpaid Leave of Absence or Disability –** If actively employed with pay at least one full month during the performance period, a prorated payout will be based on the overall PPP percentage achievement using Base Salary on last day before Leave of Absence or Disability began.
- **Paid Leave of Absence –** No impact.

Military Leave of Absence

- **Qualified Military Leave of Absence per Active Duty Military Leave of Absence Policy** – Payout will be based on the overall PPP percentage achievement using Base Salary on last day before leave began. Payout will be for the full performance period and will not be prorated. Participant on qualified military leave will receive such payout during each year the participant is on qualified military leave but only if the participant would have received such payout if he or she had been actively employed (per the Active Duty Military Leave of Absence Policy). The Committee has the discretion to provide a reduced payout to a participant on military leave.
- **Temporary leave for military training and other types of inactive duty per Training and Inactive Duty Military Leave of Absence Policy –** PPP will be paid during military leave under the Inactive Duty Military Leave of Absence Policy if the participant would have been paid PPP had he or she been actively employed. If the participant is on leave at the time of payment, the PPP payout will be based on the overall PPP percentage achievement using Base Salary on the last day before training leave began.

Other Voluntary or Involuntary Terminations

- **Terminations with severance pay (voluntary or involuntary)** – Any potential payout will be governed by the group or individual severance plan document.

- **Terminations for cause** – During the performance period or subsequent year prior to payout, a termination for cause will result in a complete forfeiture of the payout, including a vested payout. If it is subsequently determined that the participant was not terminated for cause, a payment may be made if approved by the participant's executive management and the General Counsel's office.

- **Terminated and rehired during the performance period -** Payout will be prorated based on the rehire date. The proration considers the number of full weeks worked during the performance period as of the rehire date.

- **Other voluntary or involuntary terminations prior to December 31** – No payout.

Individual Performance Assessment after Termination of Employment

If a terminated employee is eligible for a PPP payout after termination of employment and is subject to the individual performance metric, management discretion is used to determine the overall achievement of the individual performance component.

Appendix B

Glossary of Terms

Base Salary	Base Salary is defined as your annual base rate (excluding premiums, bonuses, overtime, shift differential and substitution pay) as of December 31 of the performance period, except in cases of change in employment status or PPP eligibility during the performance period. The base rate is not reduced by any of the following: • Taxes • Social Security • Amounts contributed on a participant's behalf to the flexible benefits plan or the Southern Company Employee Savings Plan (as an elective employer contribution per Section 4.1 therein) • Amounts the participant has deferred through the after-tax portion of the Southern Company Employee Savings Plan or through the Southern Company Deferred Compensation Plan
Disability	Disability is defined under Southern Company's governing long-term disability plan or, if no such plan exists, at the discretion of the Committee.
Funding	From a security viewpoint, this is an unfunded program. No assets are set aside in trust or otherwise to make payments under the PPP. From an accounting expense viewpoint, PPP is funded by each Southern Company subsidiary for the participants of that subsidiary. In general, if a participant is an employee of two companies during the performance period, the employer at year-end will bear the cost of that PPP payout. For financial statement purposes, the PPP is expensed at the full amount (determined under the formula) during the performance period for all participants except Southern Company Management Council members. It must be estimated quarterly, based on a good-faith estimate of results to date, and likely payouts. The quarterly expense is the pro rata expense for the year to date, less any amounts expensed in prior quarters. Conceivably, the expense for a quarter may be negative. PPP for Management Council members is expensed in the year it is paid.
Leave of Absence	**Paid Leave of Absence –** includes maternity/parental, adoption and any FMLA certified as paid leave of absence. **Unpaid Leave of Absence –** includes personal leave and any FMLA certified as unpaid leave
Proration	Prorated calculations are done on a weekly basis. The proration considers the number of full weeks worked during the performance period. Participants must be employed in an eligible position on Friday of a week to get credit for that week. For new hires, the proration considers the number of full weeks worked during the performance period. Participants must be in an eligible position on Friday of a week to get credit for that week.
Retirement	Retirement is an allowed retirement under the Southern Company Pension Plan.
Termination for cause	A termination for cause includes any type of termination (including, but not limited to, a voluntary or involuntary resignation by a participant, a voluntary or involuntary termination by the company, a termination with severance, a

	participant's retirement, or a participant's termination because of a disability) if such termination is related to cause. "Cause" includes, but is not limited to, the following: • The final conviction of a felony or misdemeanor involving moral turpitude. • Determined to have perpetrated any act involving fraud or dishonesty or breach of appropriate regulations of competent authorities. • The carrying out of any activity or the making of any statement which would prejudice the good name and standing of Southern Company or subsidiary of Southern Company (collectively, the "Companies") or would bring the Companies into contempt or ridicule or would reasonably shock or offend any community in which the Companies are located. • Violation of an applicable company drug and alcohol policy. • In the event there is no drug and alcohol policy, attendance at work in a state of intoxication or otherwise being found in possession at workplace of any prohibited drug or substance, possession of which would amount to a criminal offense. • Assault or other act of violence against any employee or other person during the course of employment. • A material breach of the fiduciary obligations owed by an officer and an employee to the Companies • Unsatisfactory performance of the duties and services required by the employee's employment.

Operational Goals - Additional Information

Safety	**Safety & Health Management System (SHMS) –** Measures the efforts of the continued development and implementation of the SHMS. The assessment of the SHMS will be determined by the SoCo Safety & Health Council and approved by the Executive Sponsors of the Safety Operational Goal. **Serious Injuries –** Measures the number of serious injuries. Each critical risk serious injury and non-critical risk serious injury results in a reduction to the PPP payout.
Customer Satisfaction (Electric)	The Customer Satisfaction (Electric) goal measures customer satisfaction for the Residential, General Business, and Managed Accounts customer segments of the traditional electric operating companies (APC, GPC, and MPC). The Customer Satisfaction Operational Goal for the Residential segment will be measured by each company's score on the 2022 JD Power National Electric Utility Residential Customer Satisfaction Index. The Customer Satisfaction Operational Goal for the General Business segment will be measured by the results of the Customer Value Benchmark Study, administered by SCS Customer Experience. Additionally, the Customer Satisfaction Operational Goal for the Managed Account Customers will be benchmarked against Net Promoter Score (NPS) results. The total PPP goal payout for Customer Satisfaction will be an average of the payouts earned for the three customer segments. The payout for Southern Company and SCS groups is determined by the customer weighted average payout for each customer segment for APC, GPC and MPC.
Generation Reliability	The Generation Reliability Operational Goal is measured by the results of the Combined Reliability Metric (CRM). The intent of the CRM goal is to measure the effectiveness of Southern Company in managing plant operations and maintenance in a manner that maximizes reliability of the fleet during the peak and annual generating seasons. For 2022, the CRM will be measured by 70% weighting for Peak Season Equivalent Forced Outage Rate (January, February, June, July, and August) and a 30% weighting for Annual Equivalent Forced Outage Rate weighted by megawatt hours.
Net Zero Availability	Measures the availability of Net Zero generating assets. This goal provides accountability for long-term decarbonization and is aligned with the Generation fleet transition. The PPP goal reflects the aggregate goal performance for Nuclear Capability Factor, SO Power Renewable Availability, Retail Solar Availability, and Retail Hydro Availability.
Nuclear Operations	Measures are focused on Nuclear Safety and Nuclear reliability including the Human Performance Indicator, Consequential Equipment Failures, and Annual Capability Factor.
Transmission and Distribution Reliability	Measures the frequency (SAIFI) and duration (SAIDI) of outages for Transmission and Distribution.
Customer Satisfaction (GAS)	The four utilities at GAS will measure Customer Satisfaction according to the following weightings of the Customer Experience Transaction Survey and the JD Power Survey: 1.) 100% Customer Experience Transaction Survey for AGL and CGC; and 2.) 75% Customer Experience Transaction Survey and 25% JD Power Survey for Nicor and VNG. The Customer Experience Transaction Survey result is defined as the combined percentage of customer ratings for customer care (customer service representatives – CSR) and the field (field service representatives – FSR) in the top two boxes of the customer satisfaction transaction survey. The overall result is measured by the sum of the performance across the four utilities at GAS. Additionally, Nicor and VNG's JD

	Power Survey scores will be measured against an industry benchmark and the result is factored into their Customer Satisfaction payouts. The Customer Satisfaction payout is measured by the customer weighted average of the Customer Satisfaction performance payout across the four utilities at GAS.
Miles of Main Replaced	A component of GAS Operations. Measures the miles of main installed under the Rider programs within the various jurisdictions in which we operate.
Damage Ratio	A component of GAS Operations. Total Damage Ratio measures damages to infrastructure due to improper locating or poor 1st, 2nd, or 3rd party excavation practices. It is defined as the total number of excavation damages divided by the number of locate tickets times 1000.
Leak Response > 60 Minutes	A component of GAS Operations. Measures the percentage of leaks that were responded to in greater than 60 minutes, adjusted for anomalous weather or airborne odor events.
Vogtle 3 & 4 Assessment	Georgia Power and Southern Nuclear are committed to safe, quality and compliant construction of Vogtle 3 & 4, excellence in transition to operations, and prudent decision making to support investment recovery. Performance is assessed by the Vogtle Executive Oversight Committee and approved by the Southern Company CEO and confirmed by the Operations, Environmental and Safety Committee of the Southern Company Board of Directors.
Culture	**Representation Assessment –** The assessment evaluates the representation of traditionally under-represented groups, compared to the historical results and external benchmarks (if available). The assessment primarily considers net opportunities (hiring and promotions less non-retirement turnover) and proportional representation. The assessment may also consider mitigating factors, such as business requirements, available positions, workforce availability, severance programs and other changes in the workforce. **Inclusiveness Index –** Measures Southern Company's percentile rank on the DiversityInc Top 50 Companies for Diversity Survey. This goal also measures Southern Company's inclusion in any of the Diversity Inc. Specialty Lists, the GI Jobs' Military Friendly Employer list, Military Times' Best for Vets, achieving Gold level or higher for HIRE Vets Award, and scoring at least 90% on Human Rights Campaign's Corporate Equality Index, The Disability Index, and Seramount Inclusion Index. **Supplier Diversity -** Measures the percentage of eligible spend with minority-owned, women-owned, and veteran-owned businesses (first tier suppliers) and prime contractor spend with minority-owned, women-owned, and veteran-owned subcontractors (second tier suppliers).

2022 Georgia Power PPP Goals

Southern Company EPS Goal (1/3 weight)

		EPS Guidance Range			
	0%	50%	100%	150%	200%
Southern Company EPS	$3.38	$3.50	$3.55	$3.60	$3.72

Business Unit Financial Goal (1/3 weight)

	0%	100%	125%	150%	175%	200%
GPC Net Income ($ millions)	$1,641.0	$1,782.0	$1,824.7	$1,867.3	$1,910.0	$1,985.0

Operational Goals (1/3 weight)

(Operational Goal weight)			0%	100%	200%
Safety (20%)	**Safety & Health Management System** (10%)		Implementation of SHMS sections 4, 16, 18, and 21 per the 2022 PPP Safety Goal Operational Controls and Procedures.		
	Serious Injuries (10%)		A reduction will be applied for critical and non-critical serious injuries.		
Operations (50%)	**Customer Satisfaction** (30%)	**Residential** - JD Power National Electric Utility Residential Customer Satisfaction Index	Bottom quartile on 3-year average	Median on 3-year average	Top Quartile on 3-year average
		General Business - Customer Value Benchmark ('CVB')	Bottom Quartile on General Business CVB	CVB better than 8th ranked external peer	Top Quartile on CVB
		Managed Accounts - Net Promoter Score ('NPS')	NPS score at 47 or below	NPS score at 59	NPS Score at 66-100
	Generation Combined Reliability Metric (10%)		10.17%	6.38%	3.39%
	Transmission Reliability (5%)	SAIDI (Duration - 2.5%)	10.3	8.0	7.2
		SAIFI (Frequency - 2.5%)	0.147	0.113	0.102
	Distribution Reliability (5%)	SAIDI (Duration - 2.5%)	162.9	125.3	112.8
		SAIFI (Frequency - 2.5%)	1.581	1.216	1.094
Vogtle Units 3 & 4 (20%)	**Vogtle Units 3 & 4** (20%)		Performance is assessed by the Vogtle Executive Oversight Committee and approved by the Southern Company CEO and confirmed by the Operations, Environmental and Safety Committee of the Southern Company Board of Directors.		
Culture (10%)	**Representation** (7.0%)		Assessment by the Southern Company CEO and Management Council		
	Work Environment (1.5%)		Diversity Inc. Median	Diversity Inc Top Quartile	Diversity Inc. Top 50 plus 4 specialty lists
	Supplier Diversity (1.5%)	% of Spend	16.05%	26.76%	32.11%

Southern Company EPS and Business Unit Financial goals exclude potential costs associated with plants under construction, acquisition, disposition, and integration costs, and one-time items related to corporate transactions (i.e. acquisitions and/or divestitures).

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Southern Company

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Southern Company
Long-Term Incentive Program

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Southern Company Long-Term Incentive (LTI) Program

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Southern Company Long-Term Incentive (LTI) Program

Program Purpose

The Southern Company Long-Term Incentive Program is a long-term, target-based, variable pay program for granting equity compensation awards that are paid in shares of common stock of Southern Company (Common Stock). Depending on the type of LTI award, vesting is based on continued employment or achievement of specified company performance goals. The objective of the LTI is to promote strong long-term business results by rewarding continued employment and value drivers that distinguish the Southern Company (Southern Company or Company) performance in the utility industry.

Program Governance

The program is granted pursuant to and governed by the Southern Company 2021 Equity and Incentive Compensation Plan, as amended from time to time (Omnibus Plan). The Omnibus Plan is administered by the Compensation and Management Succession Committee of the Board of Directors of the Southern Company (Committee). This document describes the LTI and may be amended at any time.

LTI awards are subject to the terms and conditions set forth in the Omnibus Plan, this document, any other administrative documents adopted by the Committee from time to time and the LTI award agreement. In case of any conflict between the provisions of the Omnibus Plan and this document, the provisions of the Omnibus Plan will govern.

This document summarizes the terms and conditions of the LTI for eligible employees of Southern Company and its subsidiaries.

Timing of Grants

- *Annual grants* – LTI awards are granted on an annual basis, typically in February of each year, to eligible participants.
    - A participant must be in an eligible position on the date of the grant and the annual merit pay increase date to be eligible to receive an annual grant under the LTI.
    - In 2022, the date of the annual grant is February 13, 2022 and the date of the annual merit increase is March 1, 2022 for all employees other than PowerSecure employees whose increases were effective on March 4, 2022.
- *Midyear grants* - Prorated LTI awards are granted on August 1 to new hires and employees promoted from ineligible positions into eligible positions between the February annual grant date and August 1.
    - Midyear grants are equal to REDACTED of the annual target grant amount.
    - Eligible participants promoted to a higher position or salary grade level after the annual grant are not eligible for an additional grant during the midyear grant process.

Participant Eligibility

A participant must meet all of the following criteria to be eligible to participate in the LTI.

- The participant must be classified as an exempt employee.
- The participant must be an employee of a Southern Company subsidiary (a) on the date of the grant and the date of the annual merit increase (for the annual grant) or (b) on August 1 (for the midyear grant).
- The participant must be employed in an eligible salary grade level (grade 9 or above) (a) on the date of the grant and the date of the annual merit increase (for the annual grant) or (b) on August 1 (for the midyear grant).

Certain employment events impact eligibility for LTI grants. See **Appendix A: Additional Terms of Participation and Payout Eligibility.**

Eligibility requirements noted above must be effective in the human resource information system (SHIPS for all employees except for PowerSecure) on the date of the grant. Eligibility will not be retroactively applied.

The following employees and other persons are not eligible for the LTI (even if the employee's classification within a group is determined to have been incorrect):

- Non-exempt employees or bargaining unit employees
- Exempt employees in salary grades 8 or below
- Independent contractors or leased employees
- Co-ops, interns, and temporary employees
- Employees with an alternative compensation arrangement in place that precludes participation in the LTI.

LTI Target Award Percentage and Target Grant Value

Once eligibility is established, a participant's LTI award is calculated using (i) the LTI Target Award Percentage for their position/salary grade level and (ii) (a) their Base Salary on the date of the annual merit increase for the annual grant or (b) their Base Salary on August 1 multiplied by 50% for the midyear grant.

See **Appendix B: Glossary of Terms for a definition of Base Salary.**

LTI Program Components

Two types of LTI awards are granted to eligible participants: Restricted Stock Units (RSUs) and Performance Share Units (PSUs).

- **RSUs** are stock units that vest over a defined period of time based solely on continued employment. Upon vesting, RSUs convert to shares of Common Stock on a one-for-one basis.
    - The vesting of RSUs is not subject to company performance measures except for the RSUs awarded to the members of the Southern Company Management Council (Executive Officers).
    - The value of RSUs can increase or decrease depending on the change in the Common Stock price from the grant date to the time of vesting.
    - RSUs granted in 2022 will vest one-third each year on the anniversary of the grant date, over the course of three years.
- **PSUs** are stock units that vest at the end of a defined performance period and convert to shares of Common Stock based on achievement of specific performance measures that will be calculated at the end of the performance period upon vesting.
    - PSUs granted in 2022 will vest at the end of a three-year performance period from January 1, 2022 to December 31, 2024 based on achievement of two performance measures: total shareholder return (TSR) relative to industry peers and return on equity (ROE), subject to satisfaction of a credit quality threshold goal.

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For all eligible employees except for certain Executive Officers, the RSUs and PSUs represent 30% and 70% of the overall awards respectively.

For the Company's CFO and the EVP of Ops, the RSUs and the PSUs represent 25% and 75% of their overall award respectively. For the Company's CEO, the PSUs represent 100% of his overall award.

The LTI awards granted to the Executive Officers have certain additional terms and conditions noted throughout this document.

Form and Timing of Payout

- **RSUs:** RSU awards vest one-third each year on the anniversary of the grant date and will be paid in unrestricted shares of Common Stock as soon as practical following each vesting date but in no event later than 30 days following the applicable vesting date.
- **PSUs:** PSU awards vest on the last day of the performance period and will be paid in unrestricted shares of Common Stock as soon as practical following the end of the performance period, but in no event later than March 15 immediately following the end of the performance period. If the performance goals are not met, then no performance shares are paid out.

Vested RSU and PSU payouts are subject to applicable withholding taxes. For purposes of tax calculations, the value of the vested Common Stock will be determined based on the Fair Market Value (as defined in the Omnibus Plan) of the closing stock price on the applicable vesting date for RSUs and on the final date the results of the performance metrics are certified by the Committee for PSUs. The actual number of shares received will be reduced by the number of shares reflecting the amount of withholding taxes. Traditional rounding is used to determine the number of shares granted. Shares are rounded up to the nearest whole share when awarded.

Participants in the Southern Company Deferred Compensation Plan may not defer receipt of LTI payouts.

Underpayments/Overpayments

If there is an error in the determination of a payout amount (regardless of why the error occurs) or in the payment of a payout or a recalculation of the performance results (whether due to misconduct or otherwise), Southern Company, in its sole discretion, shall determine the method for correcting the error in accordance with the requirements of the Omnibus Plan and the Southern Company Clawback Policy. If the error results in an overpayment, Southern Company may choose, among other options, to require repayment of the overpayment or to reduce future payouts.

Committee Discretion

The Committee may make adjustments, both positive and negative, to goal achievement for purposes of determining payouts.

Other Terms

LTI awards may not be assigned or transferred for any reason, including transfers incident to a divorce, other than by will or the laws of intestate succession. Any attempt to assign or transfer the right to payments from this LTI program shall be void and have no effect.
No employment rights are created by this LTI program or the Omnibus Plan.
LTI payouts are not considered pay for purposes of any other employee benefit or compensation plan.

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Restricted Stock Units

Determining Number of RSUs Granted

To calculate the number of RSUs to be granted, the RSU target grant value (Base Salary x LTI Target Award % x LTI RSU Component %) is divided by the closing price of the Common Stock on the grant date. For the annual grant, salary grade level is determined as of the grant date and Base Salary is determined as of the date of the annual merit increase. For the midyear grant (50% of the annual target grant amount), salary grade level and Base Salary are determined as of August 1.

The participant will be notified of the number of RSUs that have been granted.

Dividends

All dividends accumulated on Common Stock during the vesting period are added to the number of RSUs granted and treated as reinvested in additional RSUs until each amount vests and is paid out. For the avoidance of doubt, any reinvested dividends treated as additional RSUs will accumulate additional dividends during the remainder of the performance period. If RSUs are not earned and paid out, then no underlying accrued and reinvested dividends are paid out. Any dividends paid out will be paid in shares of Common Stock.

Vesting Schedule

RSUs vest one-third annually, on each anniversary of the grant date, over the course of three years. Participants must have continuously remained an employee of a Southern Company subsidiary from the grant date to each vesting date for the applicable RSUs to vest.

There are certain exceptions to this continuing employment requirement, including retirement, death and disability. In addition, termination for cause creates an exception to the vesting rule. Such a termination results in forfeiture of any unpaid award, even if it is vested. See **Appendix A: Additional Terms of Participation and Payout Eligibility.**

Example of RSU Payout Calculation

The actual value of the RSUs that vest one-third each year will vary from the target value of the RSUs as the value of Common Stock increases or decreases from the closing price on the grant date. The actual number of RSUs that vest each year will vary from the specific number of RSUs originally granted due to the accrued and reinvested dividends associated with the specific number of RSUs originally granted.

The following is an example of how the RSU payout will be calculated over the vesting period for the award.

- On February 13, 2022 and March 1, 2022, an eligible participant is in salary grade level 9 with a LTI Target Award Percentage of REDACTED and has a Base Salary rate of REDACTED.
    - The participant's RSU grant value is REDACTED (Base Salary of REDACTED x LTI Target Award % of REDACTED x LTI RSU Component % of REDACTED).
- To determine the number of RSUs granted, the RSU grant value is divided by the closing price of the Common Stock on the grant date, which we assume is REDACTED.
    - REDACTED = REDACTED RSUs (rounded)
- Therefore, this participant would be granted REDACTED RSUs that would vest one-third annually on the anniversary of the grant date over the course of three years.

Vesting Date	February 13, 2023	February 13, 2024	February 13, 2025
# of Vested RSUs	1/3 RSUs REDACTED + REDACTED dividends	1/3 RSUs REDACTED + REDACTED dividends	1/3 RSUs REDACTED + REDACTED dividends
Value of RSUs	REDACTED (+ value of reinvested dividends)	REDACTED (+ value of reinvested dividends)	REDACTED (+ value of reinvested dividends)

- If the Fair Market Value of a share of Common Stock on each vesting date is REDACTED, then the value of the RSUs that vest on each vesting date will be REDACTED plus the value of the reinvested dividends. This amount will be reported as taxable W-2 earnings to the participant.
- At each vesting date, shares will be withheld to pay withholding taxes due on the value of the vested amount.

Additional Terms Applicable to Executive Officers

RSUs for Executive Officers include a performance requirement (RSU Performance Goal). The RSU Performance Goal will apply for the calendar year of the date of the grant and will be set by the Committee within the first 90 days of the calendar year. The RSU Performance Goal for 2022 is as follows:

2022 RSU Performance Goal	
Cash from Operations	Greater than $2.777B (2021 Dividends Paid)

No later than 60 days after the end of the calendar year of the grant, the Committee shall determine whether the RSU Performance Goal was met and shall certify such attainment (Certification Date). If the RSU Performance Goal is not attained, all RSUs under the grant shall be forfeited by the Executive Officers as of the Certification Date.

RSUs for Executive Officers will vest as follows:

Amount	Vesting Date
1/3 of RSU Award	Certification Date
1/3 of RSU Award	2-Year Anniversary of Grant Date
1/3 of RSU Award	3-Year Anniversary of Grant Date

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Performance Share Units

Determining Number of PSUs Granted

To calculate the number of PSUs to be granted to a participant, the target amount (Base Salary x LTI Target Award % x PSU Component %) is divided by the closing price of the Common Stock on the date of the grant. For the annual grant, salary grade level is determined as of the grant date and Base Salary is determined as of the date of the annual merit increase. For the midyear grant (50% of the annual target grant amount), salary grade level and Base Salary are determined as of August 1.

The participant will be notified of the number of PSUs that have been granted for each PSU performance measure.

Performance Measures and Weighting

Performance measures are established by the Committee on the date of grant. PSUs granted in 2022 will vest at the end of a three-year performance period based on achievement of performance measures of total shareholder return (TSR) relative to Southern Company industry peers and return on equity (ROE), as well as achievement of the credit quality threshold goal described below.

For the Company's CEO, CFO and EVP of Ops, there is an additional performance measure based on the Company's goal to reduce Greenhouse Gas (GHG) emissions by 50% by 2030 and to be low- to no-carbon emission by 2050.

For all eligible employees (except CEO, CFO and EVP of Ops):

PSU Components (70% of LTI Award)	
PSU Measure	**LTI Weighting**
Relative TSR	40%
ROE	30%

For the Company's CFO and EVP of Ops:

PSU Components (75% of LTI Award)	
PSU Measure	**LTI Weighting**
Relative TSR	40%
ROE	25%
GHG Reduction	10%

For the Company's CEO:

PSU Components (100% of LTI Award)	
PSU Measure	**LTI Weighting**
Relative TSR	50%
ROE	40%
GHG Reduction	10%

Relative TSR

- TSR measures investment gains arising from stock price appreciation and dividends received from that investment. TSR performance is measured for Southern Company and each of the peer group companies during the performance period. Southern Company's TSR is ranked against the TSR for the peer group companies to determine performance on this measure.
- The peer group is established by the Committee at the beginning of the performance period. The peer group stays constant during the performance period, except for the impact of mergers and acquisitions. To be counted in the final calculation, a company must remain in the peer group through the end of the performance period. If a peer company is acquired by a non-peer company during the performance period, the peer company is removed from the peer group. If a peer company is the target of an announced, but not yet closed, acquisition by a peer or a non-peer company during the performance period, the peer company is removed from the peer group. If a peer company acquires a non-peer company during the performance period, no adjustments are made and the peer company remains in the peer group. The Committee has the discretion to add or delete companies from the peer group during the performance period to the extent that it deems such addition or deletion appropriate.
    - For the 2022 grant, the Committee has established the following peer group and payout matrix for the 2022 to 2024 performance period.

Peer Group		
AEP	Duke	PSEG
Alliant	Edison Intl.	Pinnacle West
Ameren	Entergy	PPL
Centerpoint	Evergy	Sempra
CMS	Eversource	WEC
ConEd	FirstEnergy	Xcel
Dominion	Fortis	
DTE	NiSource	

Relative TSR Payout Matrix	
Percentile of 3-Year SO TSR vs. Peer Group	**TSR Payout**
90th	200%
50th	100%
At or below 10th	0%

- *20-day average price is used for beginning and end points to mitigate daily market volatility*
- *Performance between points is interpolated*

ROE

- ROE measures consolidated Company ROE from all electric and gas operations (including Southern Company Gas and Southern Power) over the 2022 to 2024 performance period.
- The calculation of ROE excludes potential costs associated with plants under construction, acquisition, disposition, and integration costs, and one-time items related to corporate transactions (i.e. acquisitions and/or divestitures).

ROE Payout Matrix	
Performance Level	**ROE Payout**
13.75%	200%
11.50%	100%
10.00%	0%

- *Performance between points is interpolated*

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Credit Quality Threshold Goal

The ROE measure described above is subject to a credit quality threshold. If, at the end of the performance period, the credit ratings for Southern Company, Alabama Power Company (APC) and Georgia Power Company (GPC) are below the following specified levels approved by the Committee, there will be no payout associated with the ROE measure for all employees:

- Southern Company is rated below BBB(minus) by Standard & Poor's
- APC is rated below BBB/Baa2 by both Fitch and Moody's
- GPC is rated below BBB/Baa2 by both Fitch and Moody's

GHG Emission Reduction

The GHG emission reduction goal has two main objectives:

1) **Primary objective:** Create accountability to achieve our 2030 commitment of 50% reduction in GHG emissions:
   - ✓ The range of potential payout percentages for the 2022-2024 performance share units is 0% to 150%. Performance is measured against our plan to achieve 50% GHG reduction by 2030 and defined in terms of net megawatt changes (i.e. a combination of adding zero carbon MWs and placing coal MWs in inactive reserve or retirement status)

GHG Emission Reduction Goal Payout for Performance Period 2022- 2024		
Net MW Change	**Payout % of Target**	**Estimated % Complete of 50% Carbon Reduction Goal by 2024**
< 1,599 MW	0%	<50%
1,599 MW	50%	52%
2,777 MW	100%	53%
5,120 MW	150%	56%

* Represents the % of carbon emission reduction goal completed
* GHG reduction goal is 50% reduction by 2030 (as compared to 2007 baseline), but LTI goal will be expressed in MW changes (not all MW are GHG equal)
* Payout is interpolated between performance ranges

2) **Secondary objective:** Provide a qualitative assessment to evaluate our progress toward our low-to-no carbon objective:
Payout modifier assessment (from -25% to up to 50%) will be based on the Committee's assessment of the CEO's leadership of the Company's progress on advancing the energy portfolio of the future (e.g. research and development investments, energy policies, renewable investments, innovation, etc.)

Achievement	Example of Modifier Assessment*
Fails to meet	-25%
Meets	+15%
Exceeds	+50%

*The modifier assessment can be interpolated between performance ranges based on the assessment done by the Committee.

Dividends

All dividends accumulated on Common Stock during the performance period are added to the number of target PSUs and treated as reinvested in additional PSUs. For the avoidance of doubt, any reinvested dividends treated as additional PSUs will accumulate additional dividends during the remainder of the performance period. Reinvested dividends will not be paid out until the underlying PSU award is paid out after the end of the performance period and will depend on Company achievement of the performance measures. If no PSUs are earned and paid out, no dividends will be paid out. Any dividends paid out will be paid in shares of Common Stock.

Vesting Schedule

PSUs vest December 31 of the last year in the performance period. The three-year performance period for the PSU portion of the 2022 LTI is from January 1, 2022 through December 31, 2024.
Participants must have continuously remained an employee of a Southern Company subsidiary from the grant date to the last day of the performance period for PSUs to vest. There are certain exceptions to this continuing employment requirement, including retirement, death and disability – see **Appendix A: Additional Terms of Participation and Payout Eligibility**. In addition, termination for cause creates an exception to the vesting rule. Such a termination results in forfeiture of any unpaid award, even if it is vested.

Example of PSU Payout Calculation

The actual number of and value of PSUs that vest will vary from the target number and value of PSUs granted based on Company performance and the change in the value of the Common Stock from the grant date to the date any payout is made. The actual number of PSUs that vest will also vary due to the accrued and reinvested dividends over the performance period.

The following is an example of how the PSU payout will be calculated.

- On February 13, 2022 and March 1, 2022 an eligible participant is in is in salary REDACTED with a LTI Target Award Percentage of REDACTED, and has a base salary rate of REDACTED.
    - The participant's total PSU target grant value is REDACTED (Base Salary of REDACTED x LTI Target Award of REDACTED x LTI PSU Component % of REDACTED).
- Assume the Common Stock closing price is REDACTED on the grant date.
- On February 13, 2022, the participant is granted a target PSU award as follows:
    - REDACTED based on relative TSR (REDACTED)
    - REDACTED based on ROE (REDACTED)
    - REDACTED = Total PSUs granted to participant
- Assume Southern Company's performance against the pre-established measures for the performance period ending December 31, 2024 is REDACTED for relative TSR and REDACTED for ROE.
- Assume the value of accrued and reinvested dividends associated with the target number of PSUs over the performance period is REDACTED.
- The participant will be entitled to a payout of REDACTED shares of Common Stock if the participant remains employed until the date of payout.
    - REDACTED
    - REDACTED

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- Assuming the Fair Market Value on the approval date is REDACTED, then the estimated value of the PSU payout on that date will be REDACTED (REDACTED). This amount will be reported as taxable W-2 earnings to the participant.
- Shares will be withheld to pay withholding taxes due on the value of the vested amount.

Additional Terms Applicable to Executive Officers

For Executive Officers, the Committee determines the final payout and any associated exclusions from the calculation of the performance measures and retains discretion to exercise negative discretion to reduce the amount of the payout. All other terms and conditions apply to the PSUs for Executive Officers.

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Appendix A

Additional Terms of Participation and Payout Eligibility

Employment Event	Eligibility for Grants after Employment Event	Vesting/Payout of LTI Grants	
		RSUs	PSUs
New hire, rehire or promotion after annual grant date	Midyear grants will be made on August 1 to new hires, rehires and employees promoted from ineligible positions into eligible positions between the February annual grant date and August 1 Eligible participants that received an annual grant and are promoted to a higher LTI target between the February annual grant date and August 1 are not eligible for an additional grant during the midyear grant process	Vesting schedule is 1/3 on the anniversary of the grant date, over the course of three years	Vest at the end of the three-year performance period based on actual performance
Demotion to ineligible position after annual grant or midyear grant	No additional grants after demotion into ineligible position No impact on LTI grants made prior to demotion	No impact; RSUs granted prior to demotion follow vesting schedule of 1/3 on each anniversary of the grant date, over the course of three years	No impact; PSUs granted prior to demotion vest at the end of the three-year performance period based on actual performance

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Employment Event	Eligibility for Grants after Employment Event	Vesting/Payout of LTI Grants	
		RSUs	PSUs
Termination of employment due to Retirement[1]	No	No proration; RSUs granted prior to Retirement follow vesting schedule of 1/3 on each anniversary of the grant date, over the course of three years Payout terms same as active employee	No proration; PSUs granted prior to Retirement vest at the end of the three-year performance period based on actual performance Payout terms same as active employee
Termination of employment due to Death[2]	No	No proration; accelerated vesting of remaining unvested RSUs granted prior to death Payable within 30 days after death	Prorated payout; PSUs granted prior to death vest at the end of the three-year performance period based on actual performance Payout is prorated based on number of months employed during the performance period
Termination of employment due to Disability[3]	No	No proration; accelerated vesting upon termination of employment of remaining unvested RSUs granted prior to Disability Payable within 30 days after termination date due to Disability determination	Prorated payout; PSUs granted prior to Disability vest at the end of the three-year performance period based on actual performance Payout is prorated based on number of months employed during the performance period, including time on leave of absence
Paid leave of absence	No impact; remain eligible for LTI grants, so long as employee meets all other eligibility requirements for annual or midyear grant	Vesting schedule is 1/3 on the anniversary of the grant date, over the course of three years Payout terms same as active employee	Vest at the end of the three-year performance period based on actual performance Payout terms same as active employee
Military leave of absence, unpaid leave of absence or disability[3]	No additional grants after date of event; eligibility will be renewed upon return from leave of absence, assuming all other eligibility criteria are met No impact on LTI grants made prior to date of event	Vesting schedule is 1/3 on the anniversary of the grant date, over the course of three years Payout schedule same as active employee	Vest at the end of the three-year performance period based on actual performance Payout schedule same as active employee

Employment Event	Eligibility for Grants after Employment Event	Vesting/Payout of LTI Grants	
		RSUs	PSUs
Any termination for cause on or before date of payout	No	Forfeit vested but unpaid RSUs and all unvested RSUs	Forfeit vested but unpaid PSUs and all unvested PSUs
Any other type of termination not for cause **on or before** applicable vesting date	No	Forfeit all unvested RSUs	Forfeit all unvested PSUs
Any other type of termination not for cause **after** applicable vesting date but prior to payout	No	Forfeit all unvested RSUs No change to payout schedule for vested RSUs	Forfeit all unvested PSUs No change to payout schedule for vested PSUs

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[1] Retirement is any allowed retirement under the Southern Company Pension Plan. ***If retirement is in lieu of a termination for cause or if the participant is not eligible for rehire, there will be no payout.***

[2] LTI payouts will be paid to the participant's estate or the entity or individual authorized to receive the payments under the participant's will or the laws of intestate succession.

[3] Disability is defined under the Company governing long-term disability plan or, if no such plan exists, at the discretion of the Committee

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Appendix B

Glossary of Terms

Base Salary	Base Salary is defined as your annual base rate (excluding premiums, bonuses, overtime, shift differential and substitution pay) on the date of the annual merit increase of the performance year. In cases of the midyear grant, Base Salary is defined as your annual base rate (excluding premiums, bonuses, overtime, shift differential and substitution pay) on August 1 of the grant year. The base rate is not reduced by any of the following: • Taxes • Social Security • Amounts contributed on a participant's behalf to the flexible benefits plan or the Southern Company Employee Savings Plan (as an elective employer contribution per Section 4.1 therein) • If applicable, amounts the participant has deferred through the after-tax portion of the Southern Company Employee Savings Plan or through the Southern Company Deferred Compensation Plan
Disability	Disability is defined under Southern Company's governing long-term disability plan or, if no such plan exists, at the discretion of the Committee.
Leave of Absence	**Paid Leave of Absence –** includes maternity/parental, adoption and any FMLA certified as paid leave of absence. **Unpaid Leave of Absence** – includes personal leave and any FMLA certified as unpaid leave
Prorate/Proration	If an award is prorated based on the number of months worked by an employee, the employee is considered to have worked the entire month if he or she is employed for at least one day in the month.

Termination for cause	A termination for cause includes any type of termination (including, but not limited to, a voluntary or involuntary resignation by a participant, a voluntary or involuntary termination by the Company, a termination with severance, a participant's retirement, or a participant's termination because of a disability) if such termination is related to cause. "Cause" includes, but is not limited to, the following: • The final conviction of a felony or misdemeanor involving moral turpitude. • Determined to have perpetrated any act involving fraud or dishonesty or breach of appropriate regulations of competent authorities. • The carrying out of any activity or the making of any statement which would prejudice the good name and standing of Southern Company or subsidiary of Southern Company (collectively, the "Companies") or would bring the Companies into contempt or ridicule or would reasonably shock or offend any community in which the Companies are located. • Violation of an applicable company drug and alcohol policy. • In the event there is no drug and alcohol policy, attendance at work in a state of intoxication or otherwise being found in possession at workplace of any prohibited drug or substance, possession of which would amount to a criminal offense. • Assault or other act of violence against any employee or other person during the course of employment. • A material breach of the fiduciary obligations owed by an officer and an employee to the Companies. • Unsatisfactory performance of the duties and services required by the employee's employment.

STF-LA-2-78 Attachment D

Georgia Power Company
Incentive Compensation
(Amount in Thousands)

	Period Ending				
	7/31/2023	12/31/2022	12/31/2023	12/31/2024	12/31/2025
Performance Pay Program (PPP)					
GPC - Directly-Incurred	$ 88,770	$ 86,183	$ 90,442	$ 94,500	$ 98,740
SCS - Allocated to GPC	53,724	52,818	54,384	56,062	57,785
SNC - Allocated to GPC	37,630	37,276	37,927	38,336	39,633
Total	$ 180,124	$ 176,277	$ 182,753	$ 188,898	$ 196,157
Long-Term Performance Pay Program (See Note 1 below)					
GPC - Directly-Incurred	$ 19,252	$ 17,292	$ 18,790	$ 17,017	$ 18,147
SCS - Allocated to GPC	15,796	14,624	15,875	14,744	15,245
SNC - Allocated to GPC	5,826	6,238	5,717	5,127	5,470
Total	$ 40,875	$ 38,154	$ 40,382	$ 36,888	$ 38,862
GPC - Directly-Incurred	$ 108,022	$ 103,475	$ 109,232	$ 111,517	$ 116,887
O&M Portion	60,951	58,351	61,699	62,845	65,647
O&M Expense Ratio	56%	56%	56%	56%	56%
SCS Allocated to GPC (Total 100%)	$ 69,521	$ 67,442	$ 70,259	$ 70,807	$ 73,030
O&M Portion	43,908	42,009	44,601	44,628	46,114
O&M Expense Ratio	63%	62%	63%	63%	63%
SNC Allocated to GPC (Total 100%)	$ 43,456	$ 43,514	$ 43,644	$ 43,463	$ 45,103
O&M Portion	39,650	33,521	41,932	43,127	44,755
O&M Expense Ratio	91%	77%	96%	99%	99%
Total O&M Expenses	**$ 144,509**	**$ 133,881**	**$ 148,233**	**$ 150,600**	**$ 156,516**

Note 1 - Long-term Performance Pay Programs (included in the totals above):

Performance Shares Program					
GPC - Directly-Incurred	$ 14,755	$ 12,998	$ 14,427	$ 12,574	$ 13,488
SCS - Allocated to GPC	12,396	11,257	12,493	11,213	11,666
SNC - Allocated to GPC	4,443	4,616	4,399	3,765	4,070
Total	$ 31,594	$ 28,871	$ 31,319	$ 27,552	$ 29,224
Restricted Stock Program					
GPC - Directly-Incurred	$ 4,497	$ 4,294	$ 4,363	$ 4,443	$ 4,659
SCS - Allocated to GPC	3,401	3,367	3,383	3,531	3,579
SNC - Allocated to GPC	1,383	1,622	1,318	1,362	1,400
Total	$ 9,281	$ 9,283	$ 9,063	$ 9,336	$ 9,638

GEORGIA POWER COMPANY
Docket No. 44280
Georgia Power Company's 2022 Rate Case
Staff Data Request No. STF-LA-2

STF-LA-2-79

Question:

With regard to incentive compensation, please provide similar information, in similar detail and format, as provided in the response to STF-L&A-1-83 in Docket No. 42516 but applying to the current case' forecasted test year ending July 31, 2023 and to each forecasted calendar year, 2022-2025.

Response:

a. Please see STF-LA-2-79 Attachments A and B for incentive compensation billed to GPC by SCS and SNC, respectively.

b. **Performance Pay Program (Annual performance-based compensation)**
The Performance Pay Program ("PPP") is the component of the Company's overall compensation program comprised of annual performance-based compensation. Under the program, the goals are weighted one-third operational goals, one-third business unit financial goals (Net Income for Georgia Power), and one-third earnings per share.

The test period costs for PPP are determined by employees' PPP target opportunity and the PPP Total Goal Performance Factor. The PPP target opportunities are based on the Company's philosophy to provide total compensation at the market median if performance warrants. Total Goal Performance Factors assumed in the calculation of projected PPP cost as included in the 2022 Budget were 100% for GPC, 150% for SCS, and 150% for SNC.

(Please see relative proportions associated with Goal Performance Factors included in the 2022 Budget below.)

GPC assumptions and calculation:

Operational goals (1/3 weight)	100%
GPC Net Income (1/3 weight)	100%
Southern Company EPS goal (1/3 weight)	100%
Total Goal Performance Factor	**100%**

Operational goals include: Safety, Customer Satisfaction, Generation reliability, Plant Vogtle Units 3 & 4 Project Assessment, Transmission reliability, Distribution reliability, and Culture

SCS assumptions and calculation:

Operational goals (1/3 weight)	175%
Business unit financial goals (1/3 weight)	175%
Southern Company EPS goal (1/3 weight)	100%
Total Goal Performance Factor	**150%**

Operational goals include: Safety, Customer Satisfaction, Generation reliability, Vogtle Units 3 & 4 Project Assessment, Transmission reliability, Distribution reliability, SNC goals, Culture, and other organizational goals

SNC assumptions and calculation:

Operational goals (1/3 weight)	175%
Business unit financial goals (1/3 weight)	175%
Southern Company EPS goal (1/3 weight)	100%
Total Goal Performance Factor	**150%**

Operational goals include: Safety, Nuclear Plant Safety, Nuclear reliability, Vogtle Units 3 & 4 Project Assessment, and Culture

Long-Term Performance-based Compensation

The Company's overall compensation program includes Performance Share Units and Restricted Stock Units that are focused on long-term, performance-based compensation.

The test period costs for long-term performance-based programs are determined by employees' long-term target opportunity. The long-term target opportunities are based on the Company's philosophy to provide total compensation at the market median if performance warrants. The level of achievement was assumed at the target opportunity for each program.

Please refer to the Company's response to STF-LA-2-78 for descriptions and copies of the Company's performance-based compensation plans.

STF-LA-2-79 Attachment A

Georgia Power Company
Incentive Compensation Billed to GPC From SCS (100%)
(Amounts in Thousands)

	Test Year	2022	2023	2024	2025
Performance Pay Program (PPP)					
Capital*	**$ 22,850**	**$ 22,777**	**$ 22,879**	**$ 23,641**	**$ 24,224**
O&M	**30,874**	**30,041**	**31,506**	**32,421**	**33,561**
Total	**$ 53,724**	**$ 52,818**	**$ 54,384**	**$ 56,062**	**$ 57,785**
Performance Shares					
Capital*	$ 2,095	$ 1,959	$ 2,122	$ 1,838	$ 1,989
O&M	10,301	9,298	10,371	9,375	9,677
Total	$ 12,396	$ 11,257	$ 12,493	$ 11,213	$ 11,666
	83.10%		83.02%	83.61%	82.95%
Restricted Stock					
Capital*	$ 668	$ 697	$ 658	$ 700	$ 703
O&M	2,733	2,670	2,725	2,832	2,876
Total	$ 3,401	$ 3,367	$ 3,383	$ 3,531	$ 3,579
	80.36%		80.56%	80.19%	80.36%
Long-Term Performance Pay Total					
Capital*	**$ 2,763**	**$ 2,656**	**$ 2,779**	**$ 2,538**	**$ 2,692**
O&M	**13,033**	**11,968**	**13,096**	**12,206**	**12,553**
Total	**$ 15,796**	**$ 14,624**	**$ 15,875**	**$ 14,744**	**$ 15,245**

*The amounts provided in "Capital" include all non-O&M costs.

STF-LA-2-79 Attachment B

Georgia Power Company
Incentive Compensation Billed to GPC From SNC (100%)
(Amounts in Thouands)

	Test Year	2022	2023	2024	2025
Performance Pay Program (PPP)					
Capital*	**$ 3,197**	**$ 8,166**	**$ 1,295**	**$ 293**	**$ 303**
O&M	**34,433**	**29,110**	**36,632**	**38,042**	**39,330**
Total	**$ 37,630**	**$ 37,276**	**$ 37,927**	**$ 38,336**	**$ 39,633**
Performance Shares					
Capital*	$ 467	$ 1,354	$ 323	$ 31	$ 33
O&M	3,977	3,262	4,076	3,734	4,037
Total	$ 4,443	$ 4,616	$ 4,399	$ 3,765	$ 4,070
Restricted Stock					
Capital*	$ 143	$ 473	$ 93	$ 11	$ 11
O&M	1,240	1,149	1,225	1,351	1,389
Total	$ 1,383	$ 1,622	$ 1,318	$ 1,362	$ 1,400
Long-Term Performance Pay Total					
Capital*	**$ 609**	**$ 1,827**	**$ 416**	**$ 42**	**$ 45**
O&M	**5,217**	**4,411**	**5,301**	**5,085**	**5,425**
Total	**$ 5,826**	**$ 6,238**	**$ 5,717**	**$ 5,127**	**$ 5,470**

*The amounts provided in "Capital" include all non-O&M costs. 0.008195002

GEORGIA POWER COMPANY
Docket No. 44280
Georgia Power Company's 2022 Rate Case
Staff Data Request No. STF-LA-2

STF-LA-2-81

Question:

For the forecasted test year ending July 31, 2023, and each calendar year 2022 through 2025, in the same format and detail as per the response to STF-L&A-3-38 in Docket No. 42516, please identify the amounts for each type of incentive compensation in each line item of Operating Expenses for each period for (1) Georgia Power employees, (2) for SCS employees for which cost is charged to Georgia Power, (3) for SNOC employees for which cost is charged to Georgia Power, and (4) for any other affiliates that charge or allocate such cost to Georgia Power.

Response:

Please see STF-LA-2-81 Attachment.

Georgia Power Company

(Amounts in Thousands)

Description	Test Period PPP	Test Period Performance Shares	Test Period Restricted Stock	2022 PPP	2022 Performance Shares	2022 Restricted Stock	2023 PPP	2023 Performance Shares	2023 Restricted Stock	2024 PPP	2024 Performance Shares	2024 Restricted Stock	2025 PPP	2025 Performance Shares	2025 Restricted Stock
Operating Expenses															
Generation - Fixed	$ 6,717	$ 1,011	$ 308	$ 6,744	$ 937	$ 310	$ 6,787	$ 987	$ 298	$ 6,959	$ 841	$ 297	$ 7,094	$ 877	$ 303
Generation - Fuel & Variable O&M	3,637	249	76	3,760	248	82	3,644	242	73	3,754	210	74	3,889	224	77
Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
System Control & Load Dispatching	53	10	3	56	11	4	50	10	3	52	9	3	55	9	3
Total Production	$ 10,406	$ 1,271	$ 388	$ 10,561	$ 1,196	$ 395	$ 10,481	$ 1,239	$ 375	$ 10,766	$ 1,059	$ 374	$ 11,038	$ 1,110	$ 383
Transmission	$ 4,817	$ 761	$ 232	$ 4,639	$ 664	$ 219	$ 4,919	$ 744	$ 225	$ 5,158	$ 650	$ 230	$ 5,389	$ 698	$ 241
Distribution	13,289	1,808	551	12,768	1,576	521	13,587	1,770	535	14,225	1,545	546	14,853	1,656	572
Customer Accounting	7,364	1,537	468	7,179	1,360	449	7,465	1,500	454	7,816	1,310	463	8,184	1,407	486
Customer Service and Information	2,837	623	189	2,527	478	158	3,046	617	187	3,165	535	189	3,296	572	198
Marketing	2,789	582	178	2,709	513	169	2,835	569	172	2,972	498	176	3,145	540	187
Administrative & General	8,527	1,788	545	8,206	1,551	512	8,700	1,750	529	9,102	1,527	539	9,489	1,636	565
Total O&M	$ 50,029	$ 8,371	$ 2,551	$ 48,589	$ 7,338	$ 2,424	$ 51,033	$ 8,189	$ 2,477	$ 53,204	$ 7,124	$ 2,517	$ 55,395	$ 7,619	$ 2,632

Southern Company Services

(Amounts in Thousands)

Description	Test Period PPP	Test Period Perfromance Shares	Test Period Restricted Stock	2022 PPP	2022 Perfromance Shares	2022 Restricted Stock	2023 PPP	2023 Perfromance Shares	2023 Restricted Stock	2024 PPP	2024 Perfromance Shares	2024 Restricted Stock	2025 PPP	2025 Performance Shares	2025 Restricted Stock
Operating Expenses															
Generation - Fixed	$ 6,744	$ 933	$ 292	$ 6,792	$ 896	$ 310	$ 6,892	$ 950	$ 292	$ 7,110	$ 828	$ 307	$ 7,345	$ 887	$ 313
Generation - Fuel & Variable O&M	571	43	14	584	41	15	593	45	14	570	36	14	631	41	15
Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
System Control & Load Dispatching	3,745	282	91	3,631	252	92	3,770	287	89	3,908	247	96	4,052	265	95
Total Production	$ 11,060	$ 1,257	$ 397	$ 11,007	$ 1,190	$ 417	$ 11,254	$ 1,282	$ 395	$ 11,588	$ 1,111	$ 417	$ 12,028	$ 1,192	$ 423
Transmission	$ 3,856	$ 525	$ 165	$ 3,735	$ 470	$ 163	$ 3,919	$ 533	$ 164	$ 4,031	$ 464	$ 172	$ 4,154	$ 494	$ 175
Distribution	2,198	221	70	2,142	198	70	2,243	228	70	2,306	199	75	2,392	236	80
Customer Accounting	2,953	255	82	2,893	231	83	2,993	261	81	3,083	226	86	3,189	255	89
Customer Service and Information	478	36	12	470	33	12	485	37	11	499	31	12	514	33	12
Marketing	321	28	9	320	26	9	331	30	9	341	26	10	353	29	10
Administrative & General	10,009	7,978	1,999	9,474	7,150	1,916	10,279	8,002	1,994	10,573	7,318	2,059	10,930	7,437	2,088
Total O&M	$ 30,874	$ 10,301	$ 2,733	$ 30,041	$ 9,298	$ 2,670	$ 31,506	$ 10,371	$ 2,725	$ 32,421	$ 9,375	$ 2,832	$ 33,561	$ 9,677	$ 2,876

Southern Nuclear Company

(Amounts in Thousands)

Description	Test Period PPP	Test Period Perfromance Shares	Test Period Restricted Stock	2022 PPP	2022 Perfromance Shares	2022 Restricted Stock	2023 PPP	2023 Perfromance Shares	2023 Restricted Stock	2024 PPP	2024 Perfromance Shares	2024 Restricted Stock	2025 PPP	2025 Performance Shares	2025 Restricted Stock
Operating Expenses															
Generation - Fixed	$ 34,433	$ 3,977	$ 1,240	$ 29,110	$ 3,262	$ 1,149	$ 36,632	$ 4,076	$ 1,225	$ 38,042	$ 3,734	$ 1,351	$ 39,330	$ 4,037	$ 1,389
Generation - Fuel & Variable O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Non-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Affiliated Purchased Power-Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
System Control & Load Dispatching	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Production	$ 34,433	$ 3,977	$ 1,240	$ 29,110	$ 3,262	$ 1,149	$ 36,632	$ 4,076	$ 1,225	$ 38,042	$ 3,734	$ 1,351	$ 39,330	$ 4,037	$ 1,389
Transmission	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Customer Accounting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service and Information	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative & General	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total O&M	$ 34,433	$ 3,977	$ 1,240	$ 29,110	$ 3,262	$ 1,149	$ 36,632	$ 4,076	$ 1,225	$ 38,042	$ 3,734	$ 1,351	$ 39,330	$ 4,037	$ 1,389

GEORGIA POWER COMPANY
Docket No. 44280
Georgia Power Company's 2022 Rate Case
Staff Data Request No. STF-LA-2

STF-LA-2-92

Question:

Is any Stock Options expense projected to be recorded by Georgia Power in the forecasted test year ending July 31, 2023, or in any forecasted calendar year, 2022-2025? If so, identify the projected amounts by account.

Response:

The Southern Company discontinued the stock option program in 2014, and the program is no longer active. Therefore, no stock option expenses are projected to be recorded by Georgia Power in the forecasted test year or any forecasted calendar years 2022 through 2025. Please see the Company's response to STF-LA-2-88 for stock-based compensation expenses recorded by the Company for the forecasted test year and years 2022 through 2025.