

ATTACHMENT 1

Replacement page 4 of marked-up Unit 1 Operating License (NFF-68)

Replacement page 4 of marked-up Unit 2 Operating License (NPF-81)

An entity's request for a share must have regard for the economic size of such nuclear unit(s), for the entity's load size, growth and characteristics, and for demands upon ~~licensee's~~ system from other entities and ~~licensee's~~ retail customers, all in accordance with sound engineering practice. Executive agreements to accomplish the foregoing shall contain provisions reasonably specified by ~~licensee~~ requiring the entity to consummate and pay for such purchase by an early date or dates certain. For purposes of this provision, "unit power" shall mean capacity and associated energy from a specified generating unit

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To effect the foregoing conditions, the following steps shall be taken:

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- (a) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate transmission tariff available to any entity;
- (b) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate partial requirements tariff available to any entity; ~~Licensee~~ shall have its liability limited to the partial requirements service actually contracted for and the entity shall be made responsible for the security of the bulk power supply resources acquired by the entity from sources other than the ~~licensee~~;
- (c) ~~Licensee~~ shall amend the general terms and conditions of its current Federal Power Commission tariff and thereafter maintain in force as needed provisions to enable any entity to receive bulk power at transmission voltage at appropriate rates;
- (d) ~~Licensee~~ shall not have the unilateral right to defeat the intended access by each entity to alternative sources of bulk power supply provided by the conditions to this license; but ~~licensee~~ shall retain the right to seek regulatory approval of changes in its tariffs to the end that it be adequately compensated for services it provides, specifically including, but not limited to, the provisions of Section 205 of the Federal Power Act;
- (e) ~~Licensee~~ shall use its best efforts to amend any outstanding contract to which it is a party that contains provisions which are inconsistent with the conditions of this license;
- (f) ~~Licensee~~ affirms that no consents are or will become necessary from ~~licensee's~~ parent, affiliates or subsidiaries to enable ~~licensee~~ to carry out its obligations hereunder or to enable the entities to enjoy their rights hereunder;

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(g) All provisions of these conditions shall be subject to and implemented in accordance with the laws of the United States and of the State of Georgia, as applicable, and with rules, regulations and orders of agencies of both, as applicable.

(8) Southern Nuclear shall not market or broker power or energy from Vogle Electric Generating Plant, Unit 1. Georgia Power Company shall continue to be responsible for compliance with the obligations imposed on it by the antitrust conditions contained in this Appendix C of the license. Georgia Power Company is responsible and accountable for the actions of Southern Nuclear, to the extent that Southern Nuclear's actions may, in any way, contravene the antitrust conditions of this Appendix C.

An entity's request for a share must have regard for the economic size of such nuclear unit(s), for the entity's load size, growth and characteristics, and for demands upon ~~licensee's~~ system from other entities and ~~licensee's~~ retail customers, all in accordance with sound engineering practice. Executive agreements to accomplish the foregoing shall contain provisions reasonably specified by ~~licensee~~ requiring the entity to consummate and pay for such purchase by an early date or dates certain. For purposes of this provision, "unit power" shall mean capacity and associated energy from a specified generating unit.

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To effect the foregoing conditions, the following steps shall be taken:

- (a) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate transmission tariff available to any entity;
- (b) ~~Licensee~~ shall file with the appropriate regulatory authorities and thereafter maintain in force as needed an appropriate partial requirements tariff available to any entity; ~~Licensee~~ shall have its liability limited to the partial requirements service actually contracted for and the entity shall be made responsible for the security of the bulk power supply resources acquired by the entity from sources other than the ~~Licensee~~;
- (c) ~~Licensee~~ shall amend the general terms and conditions of its current Federal Power Commission tariff and thereafter maintain in force as needed provisions to enable any entity to receive bulk power at transmission voltage at appropriate rates;
- (d) ~~Licensee~~ shall not have the unilateral right to defeat the intended access by each entity to alternative sources of bulk power supply provided by the conditions to this license; but ~~Licensee~~ shall retain the right to seek regulatory approval of changes in its tariffs to the end that it be adequately compensated for services it provides, specifically including, but not limited to, the provisions of Section 205 of the Federal Power Act;
- (e) ~~Licensee~~ shall use its best efforts to amend any outstanding contract to which it is a party that contains provisions which are inconsistent with the conditions of this license;
- (f) ~~Licensee~~ affirms that no consents are or will become necessary from ~~licensee's~~ parent, affiliates or subsidiaries to enable ~~licensee~~ to carry out its obligations hereunder or to enable the entities to enjoy their rights hereunder;

Power Company's

(g) All provisions of these conditions shall be subject to and implemented in accordance with the laws of the United States and of the State of Georgia, as applicable, and with rules, regulations and orders of agencies of both, as applicable.

(8) Southern Nuclear shall not market or broker power or energy from Vogtle Electric Generating Plant, Unit 2. Georgia Power Company shall continue to be responsible for compliance with the obligations imposed on it by the antitrust conditions contained in this Appendix C of the license. Georgia Power Company is responsible and accountable for the actions of Southern Nuclear, to the extent that Southern Nuclear's actions may, in any way, contravene the antitrust conditions of this Appendix C.

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