SERVICES AGREEMENT BETWEEN SOUTHERN COMPANY SERVICES, INC. AND AGL SERVICES COMPANY

THIS AGREEMENT, made and entered into as of July 1, 2016 (the "Effective Date") by and between **Southern Company Services, Inc.**, a corporation organized under the laws of the State of Alabama, party of the first part (hereinafter sometimes referred to as "**Service Company**"), and **AGL Services Company**, a corporation organized under the laws of the State of Georgia, party of the second part (hereinafter sometimes referred to as "**Client Company**").

WITNESSETH:

WHEREAS, Service Company and Client Company are both subsidiaries of the Southern Company ("**Southern**") and, together with Southern's operating subsidiaries ("**Client Operating Companies**") and Southern form the Southern System; and

WHEREAS, Service Company is organized, staffed and equipped as a subsidiary service company to render to Client Operating Companies, Southern and Client Company (hereinafter sometimes collectively referred to as "**Client Companies**") services as herein provided; and

WHEREAS, in the performance of past and future services for the Client Companies, Service Company has acquired and will acquire certain properties and other resources; and

WHEREAS, the performance by Service Company of services for Client Company and the provision of certain property and resources to Client Company as herein provided will promote economies and increased efficiencies; and

WHEREAS, subject to the terms and conditions herein described, Service Company is willing, upon request by Client Company, to render such services and provide such property and resources to Client Company at cost;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein, the parties hereto hereby agree as follows:

1. Agreement to Furnish Services

Service Company agrees to furnish to Client Company upon the terms and conditions hereinafter set forth, such of the services requested by Client Company, at such times, for such periods and in such manner as Client Company may from time to time require. Service Company will, as and to the extent required for Client Company, keep itself and its personnel available and competent to render to Client Company the following services:

A. General Executive and Advisory Services. Advise and assist the officers and employees of Client Company in connection with various phases of its business and operations, including particularly but not exclusively, those phases that involve coordination of planning or operation between Client Company and other client companies or otherwise have a direct effect not only on Client Company but also on the Southern System or other members thereof.

B. Purchasing. Render purchasing and group purchasing services to Client Company, coordinate group purchasing, and supply expediting services. All requests for bids shall be made by and purchases confirmed in the name of Client Company (or its customer, if requested by Client Company) or of Service Company as agent therefor, and all contracts of purchase shall be likewise made.

C. Accounting and Statistical. Perform for Client Company all such bookkeeping, accounting, and auditing services and install such internal accounting and auditing procedures as are required by Client Company to maintain its books and records properly and account for and safeguard its operations and properties; advise and assist Client Company in connection with the installation of accounting systems and similar problems, requirements of regulatory bodies with respect to accounting, studies of accounting procedures and practices to improve efficiency, book entries resulting from unusual financial transactions, internal audits, employment of independent auditors, preparation and analyses of financial and operating reports and other statistical matters relating to Client Company or its customers, preparation of annual reports to stockholders, regulatory commissions, insurance companies and others, standardization of accounting and statistical forms in the interest of economy, and other accounting and statistical matters.

D. Finance and Treasury. Advise and assist Client Company on financing matters, including short and long range financial planning, determination of types and times of sales of securities, negotiation and structuring of financing arrangements and the provision of credit from banks, and all treasury matters, including banking and investment of surplus funds, and maintenance of books of accounts and other related corporate records.

E. Taxes. Advise and assist Client Company in connection with tax matters, including preparation of Federal, State and other tax returns and of protests, claims and briefs where necessary, tax accruals, and other matters in connection with any applicable taxes, governmental fees or assessments.

F. Insurance and Pensions. Advise and assist Client Company in connection with insurance and pension matters, including contacts with insurers, trustees and actuaries and the placing of blanket and group policies covering Client Company and/or other Client Companies, and other insurance problems as required.

G. Corporate. Advise and assist Client Company in connection with corporate affairs, including assistance and suggestions in connection with the preparation of petitions and

applications for the issuance of securities, contracts for the sale or underwriting of securities, preparation of schedules of steps required in connection with major financial and other corporate matters and the consummation thereof, and the preparation of various documents required in connection therewith, proceedings for release of property from mortgage and other mortgage requirements such as purchase or sale of property, sinking funds, maintenance and improvement funds, contacts with trustees, transfer agents and registrars; maintenance of minutes of directors' and stockholders' meetings and other proceedings and of other related corporate records; and also arrangements for stockholders' meetings, including notices, proxies and records thereof, and for other types of meetings relating to its securities.

H. Rates. To study comparative rate levels for various classes of service, in different areas and for different operating conditions, and keep in touch with trends in rate design, and to make such information available to Client Company; to advise Client Company on matters relating to rates and valuation, the design of new and improved rate schedules, and their effect upon Client Company's revenues, the cost of competitive services, earnings trends, the desirability of rate changes, rate audits, services rules and regulations, commodity and tax clauses, minimum charges, metering problems, special industrial contracts, resale rates and rural expansion plans; and to assist Client Company in the preparation of petitions and applications required in connection with rate changes.

I. Budgeting. Advise and assist Client Company in matters involving the preparation and development of construction and operating budgets, cash and cost forecasts, and budgetary controls.

J. Business Promotion and Public Relations. Advise and assist Client Company in area development activities, in the development of residential, commercial and industrial marketing and sales programs, in the preparation and use of advertising and sales materials, and in the determination and carrying out of promotional programs.

K. Employee Relations. Furnish Client Company with advisory and administrative services and programs in connection with employee and employee relations matters, including, payroll, recruitment, employee placement, training, compensation, safety, labor relations and health, welfare and employee benefits.

L. Systems and Procedures. Advise and assist Client Company in the formation of good operating practices and methods of procedure, the standardization of forms, the purchase, rental and use of mechanical and electronic data processing, computing and communications equipment, conducting economic research and planning and in the development of special economic studies.

M. Training. Assist Client Company in training personnel of Client Company; develop and make available training procedures, materials and facilities, and provide instructors.

N. Other Services. Render advice and assistance in connection with such

other matters as Client Company may request and Service Company may be able to perform with respect to Client Company's business and operations.

2. Compensation of Service Company

As compensation for Services actually requested by Client Company and rendered to it by Service Company, Client Company hereby agrees to pay to Service Company the cost of such Services. Bills will be rendered for the amount of such cost on or before the 10th day of the succeeding month and will be payable on or before the 20th day of such month. Cost of Services to be paid by Client Company shall include direct charges and Client Company's pro rata share of certain of Service Company's costs, determined as set forth below:

A. Direct Charges. To the extent that the costs incurred by Service Company in connection with Services rendered by it to Client Company can be identified and related to a particular transaction, direct charges will be made by Service Company to Client Company.

B. Prorated Charges. Such costs incurred by Service Company in connection with rendering Services to Client Company as cannot be identified and related to a particular transaction will be charged to Client Company in a fair and equitable manner as set forth in the SCS Cost Allocation Manual which is incorporated herein by reference. The Service Company may revise the Cost Allocation Manual from time to time, subject to the approval of the Client Company and to any necessary regulatory approval, and the revised Cost Allocation Manual shall be incorporated herein by reference upon the effective date of the revisions.

3. Companies to be Served

Service Company agrees that during the term hereof it will render services as required by companies in the Southern System and that all such companies will compensate service company as provided in Section 2 hereof.

4. Services from AGL Services Company

The parties further agree that from time to time upon mutual agreement consistent with maintaining reliable service at the lowest reasonable cost and outstanding service commitments, and establishing appropriate work order and billing documentation, AGL Services Company will provide certain services to the Service Company, consistent with applicable rules and regulations governing affiliate transactions, including such rules and regulations governing cost. Such services include, but are not limited to, loaning employees, making facilities available, and providing technical, engineering, accounting, financial, forecasting and market services. Cost for services provided under this Section 4 shall be charged, assigned or allocated in accordance with AGL Services Company's then current Policies and Procedures Manual regarding Cost Accumulation and Assignment, Allocation Methods, and Description of Services Offered by AGL Services Company.

5. Effective Date - Term - Cancellation

After execution by the parties hereto this agreement shall become effective as of the Effective Date, subject to receipt of any required regulatory approval, and shall remain in effect until terminated by mutual agreement of said parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names by their respective Presidents or one of their respective Vice-Presidents and their respective seals to be hereunto affixed and attested by their respective Secretaries or one of their respective Assistant Secretaries as of the day and year first above written.

SOUTHERN COMPANY SERVICES, INC
(Service Company)

ATTEST: By:_____
Mark Lantrip
President and Chief Executive Officer

Janice Tomasello

Date Executed: 6/30/16

AGL SERVICES COMPANY
(Client Company)

ATTEST: By:_____

_____

Date Executed:_____

5. Effective Date - Term - Cancellation

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SOUTHERN COMPANY SERVICES, INC
(Service Company)

ATTEST: By:_____
Mark Lantrip
President and Chief Executive Officer

_____
Secretary

Date Executed:_____

AGL SERVICES COMPANY
(Client Company)

ATTEST: By:_____
Elizabeth W. Reese
President

_____
Secretary

Date Executed: 9/30/16