AFFILIATE SERVICE AGREEMENT

This Affiliate Service Agreement (this "Agreement"), effective this 1st day of January, 2008 (the "Effective Date"), is between Southern Communications Services, Inc. d/b/a SouthernLINC Wireless, a Delaware corporation, having its principal place of business at 5555 Glenridge Connector, Suite 500, Atlanta, GA 30342, ("SouthernLINC"), and Southern Company Services, Inc., an Alabama corporation, having its principal place of business at 30 Ivan Allen Jr. Boulevard N.W., Atlanta, GA 30308 ("SCS") (individually a "Party," collectively, the "Parties"). SouthernLINC seeks to provide SCS and its client companies a new cost structure for wireless voice and data services. SCS seeks to accept such structure, serving as a contracting and billing agent for its client companies. Accordingly, for the value received, the Parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Wireless Services. During the term of this Agreement, SouthernLINC will provide SCS, for use by SCS and its client companies, wireless communications and data services in accordance with the Memorandum Regarding SouthernLINC Service Standards dated March 29, 2002 (except for Section 10, Service Pricing and Section 11, Equipment Pricing) and the Southern Electric System Telecommunications Network Agreement. SouthernLINC's current offerings of wireless voice and data services are set forth in Exhibit A.

2. Legal Compliance. At this time, SouthernLINC's current wireless voice and data service offerings are unique with no other comparable service available commercially and thus may not be benchmarked to a market price. With this Agreement, SouthernLINC provides its service offerings to SCS at a pricing structure below cost and thus complies with the Federal Energy Regulatory Commission ("FERC") regulations. This Agreement and all activities taken hereunder will be construed and undertaken in accordance with all applicable laws, regulations and orders including, without limitation, FERC regulations. In the event this Agreement or the performance thereof conflicts with any rules, regulation or order of any properly constituted regulatory authority, adopted before or after the making of this Agreement, then the Parties will promptly negotiate appropriate amendatory provisions to carry out to the extent feasible the intent of the Agreement.

3. Coordination of Activities and Access to Facilities. During the term of this Agreement, the Parties will coordinate their activities as to maximize the responsiveness of the wireless and data services to SCS and its client companies, and specifically to satisfy in the most efficient and reliable fashion the wireless communications and data requirements of the Southern integrated electric utility system operations. Such coordination will require joint planning, mutual assistance, and physical accommodation of each Party's equipment. With respect to all such coordination activities, each Party is to be responsible for these costs which are incurred on its behalf. To obtain wireless voice and data services and to conduct their respective operations on the most efficient and reliable basis, the Parties will provide each other access to and use of each other's facilities in return for compensation. Notwithstanding the foregoing, the Parties will cooperate to document the ownership of property to avoid unintentionally encumbering the assets owned by each other.

4. Payment. Each month, SCS will pay the charges for the SouthernLINC Wireless communications and data services as further set forth in Exhibit B as such exhibit may be revised from time to time.

5. Term and Termination. The initial term of the Agreement will commence on the effective date hereof and will remain in effect for one (1) year. The initial term will be automatically extended for successive renewal terms of one (1) year each, unless either Party gives notice to the other Party not later than one hundred and eighty (180) days prior to the then scheduled expiration date of the initial term or renewal term, as the case may be of its intent to terminate this Agreement.

6. Successors and Assigns. This Agreement will be binding upon the Parties and their successor and assigns. Except for assignments for the purpose of obtaining financing, this Agreement will not be assigned without the written permission of SouthernLINC.

7. Severability. If any provision of the Agreement is found illegal or unenforceable by a court of competent jurisdiction, then the Agreement will remain in full force and effect and the Parties will substitute for such provision a legal and enforceable provision that most nearly affects the Parties' intention with respect to such unenforceable provision.

8. Entire Agreement. The Agreement constitutes the entire Agreement between the Parties with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements between the Parties with respect thereto, including, without limitation, the 1996 Service Agreements between SouthernLINC and the Southern Company operating companies. The Agreement may be amended only by a writing signed by both Parties.

9. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions will be governed by Georgia law.

10. Notice. Any notices under the Agreement will be in writing and delivered to the individual and address designated below (or at such other addresses as will be given in writing by the Parties to one another).

SIGNED AND DELIVERED.

SOUTHERN COMMUNICATIONS SERVICES, INC. d/b/a SOUTHERNLINC WIRELESS	**SOUTHERN COMPANY SERVICES, INC.**
By: R J Elder	By: W.R. Hinson
Print Name: R. CRAIG ELDER	Print Name: W.R. HINSON
Title: CFO, VP & TREASURER	Title: SVP, Comptroller & CAO
Date: 12/18/07	Date: 12/19/07

EXHIBIT A

EXHIBIT A

Affiliate Dispatch Radio Service Program
(Effective 01/01/08)

Wireless Services Provided

- Access to full featured digital wireless communications network
- Seamless network access across Southern Company footprint
- Premier iDEN dispatch radio technology
- Rugged user handsets
- Instant LINC dispatch service, including group and private call, for unlimited minutes for all users
- Centralized customer talk group management
- Up to 255 talk groups in each affiliate fleet
- Instant LINC priority for private and group dispatch calls
- Affiliate management of fleet participants
- LINCaround for off-network radio-to-radio communications
- Talk group scan feature
- Emergency alert feature
- Cellular phone service for unlimited minutes for all users
- Cellular phone roaming service for unlimited minutes for all users
- Toll free cellular phone numbers
- Unlimited directory assistance for cellular service
- Unlimited text messaging for all users
- Cellular wireless priority service available
- Wireless data service (ARMS, etc.)
- Wireless internet access
- Wireless meter reading service
- Wireless BlackBerry service
- Wireless downloads of digital content and Java applications
- Customized billing services to meet affiliate accounting requirements
- Consulting for console installations and in-building coverage solutions

RF Coverage Provided

- Affiliate service territory of 120,000 square miles
- 90% 3 watt mobile radio "on the street" rural and urban coverage
- 77% 1 watt radio "on the street" rural and urban coverage
- 70% 0.6 watt radio "on the street" rural and urban coverage

Emergency Response Assurances

- Emergency response plan and experienced storm response team
- Towers designed for high wind speed and ice loading
- Portable cell sites and generators
- Portable cell site with satellite switch-to-site transport
- Extra capacity in coastal cell sites for storm recovery

- Battery backup and generators at cell sites in affiliate service territory
  - Battery backup at 100% of sites
  - Generators at 86% of sites
- Telecommunications Service Priority for switch-to-site transport recovery
- Spare microwave equipment as backup for switch-to-site transport
- Dedicated field operations recovery team
- See additional details in the existing Memorandum Regarding SouthernLINC Service Standards

Service Level Assurances

- Established standards for network and switch availability
- Established peak hour usage standards for:
  - Dispatch queuing
  - Cellular dropped calls
  - Cellular call completion rate
- Assigned sales reps
- Dedicated customer service reps
- 24x7 network monitoring
- Outage notification
- Coordination with affiliates for LINC system upgrades
- Utilizing a spare dispatch switch during network software upgrades to minimize down time
- See additional details in the existing Memorandum Regarding SouthernLINC Service Standards

EXHIBIT B

Pricing
(Effective 01/01/08)

I. Service Fees

SCS will pay SouthernLINC annual service fees of $38.2 million, in 12 equal monthly payments ($3.183 million per month). These aforementioned service fees include the following:

(i) 30,000 total lines of service (voice or data);

(ii) 5,000 BlackBerry lines of service (included in total (i) above); and

(iii) 3,155 toll free numbers (physical switch limitation).

If monthly service lines exceed these aforementioned limits, then SCS will pay SouthernLINC the following additional monthly fees:

(i) $100 per voice or data service line per month for each line that exceeds 30,000 plus an additional;

(ii) $11 per BlackBerry line of service per month for each Blackberry line that exceeds 5,000.

SCS will pay SouthernLINC additional fees for any purchases of digital content and Java application downloads (i.e., ringtones, wallpaper, ringback tones, etc.), as well as iTRAK services, based on web store prices and/or subscription rates. SouthernLINC will bill these fees, as necessary, on a periodic basis.

II. Equipment Purchases

SCS and its client companies may purchase phones and other equipment from SouthernLINC at SouthernLINC's then current cost (i.e., wholesale price plus associated overhead, shipping and handling fees). SouthernLINC will bill SCS or its client companies separately at SouthernLINC's cost for any equipment installation in vehicles or premises.