AGL SERVICES AGREEMENT

This AGL Services Agreement (the "Agreement") is entered into as of the 9th day of July, 2008 by and between Atlanta Gas Light Company, a Georgia corporation (the "Company"), and AGL Services Company, a Georgia company, ("AGSC").

WHEREAS, each of the Company and AGSC is an associate company of AGL Resources Inc. ("AGLR");

WHEREAS, AGSC has been formed for the purpose of providing administrative, management and other services to associate companies; and

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase certain administrative, management and other services from AGSC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes all of the services that are available from AGSC. AGSC hereby offers to supply those services to Company and to other associate companies. Such services are and will be provided to the Company only at the request of the Company.

II. SERVICES SELECTED.

A. Initial Selection of Services. Exhibit II lists the services each Company hereby agrees to receive from AGSC.

B. Annual Selection of Services. AGSC shall send an annual service proposal form to the Company on or about October 1st listing services proposed for the next fiscal year. By November 30th, the Company shall notify AGSC of the services it has elected to receive during the next fiscal year.

III. PERSONNEL. AGSC will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers and other persons as have the necessary qualifications.

If necessary, AGSC, after consultation with the Company, may also arrange for the services of affiliated or unaffiliated experts, consultants, attorneys and others in connection with the performance of any of the services supplied under this Agreement. AGSC also may serve as administrative agent, arranging and monitoring services provided by third parties to Company, whether such

services are billed directly to Company or through AGSC.

IV. COMPENSATION AND ALLOCATION. As and to the extent required by law, AGSC will provide such services at cost. The attached Exhibit I contains AGSC's Policies and Procedures Manual which describes the rules for determining and allocating costs for AGSC.

V. BILLING. Bills will be rendered on or about the 15th of each month covering amounts due for the month calculated using the actual expenses incurred to the extent possible during the previous month. Any amount remaining unpaid after thirty days following receipt of the bill shall bear interest thereon from the date of the bill at an annual rate of 2% above the interest rate on 30 day commercial paper as listed on the last working day of that month in the Wall Street Journal.

VI. TERMINATION AND MODIFICATION.

A. Modification of Services. The Company may modify its selection of services at any time during the fiscal year by giving AGSC written notice sixty (60) days in advance for the additional services it wishes to receive, and/or the services it no longer wishes to receive, from AGSC.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement with AGSC by providing sixty (60) days advance written notice of such termination to AGSC. AGSC may terminate this Agreement as to the Company by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To Atlanta Gas Light Company
Ten Peachtree Place
Atlanta, GA 30309
Attention: Suzanne Sitherwood
Facsimile: 404-584-3559

b. To AGL Services Company
Ten Peachtree Place
Atlanta, GA 30309
Attention: Paul R. Shlanta, Executive Vice President, General Counsel and Chief Ethics and Compliance Officer
Facsimile: (404) 584-3237

VIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to their respective conflict of law provisions.

IX. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and of no further force or effect.

X. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XI. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned.

XII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

XIII. EFFECTIVE DATE. This Agreement is effective as of January 1, 2006.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

By Atlanta Gas Light Company:

By AGL Services Company:

EXHIBIT I. POLICIES AND PROCEDURES MANUAL

Cost Accumulation and Assignment. Allocation Methods, and Description of Services Offered by AGL Services Company.

This document sets forth the methodologies used to accumulate the costs of services performed by AGL Services Company ("AGSC") and to charge, assign or allocate such costs to other subsidiaries and business units within the AGL Resources Inc. ("AGLR") system. The subsidiaries and business units of AGLR are referred to as the "AGLR System Companies".

Cost of Services Performed

AGSC maintains an accounting system that enables costs to be identified by "Account Codes" which include Cost Center, Account Number, Capital Project or O&M Project. The primary inputs to the accounting system are payroll records for AGSC's employees, accounts payable transactions and journal entries.

To the extent practicable, costs of services are directly charged to the appropriate AGLR System Companies and the applicable Account Codes. AGSC uses a Project Costing work order system to directly charge costs related to specifically created O&M projects to one or more AGLR System Companies as defined by the project owner. Additionally, AGSC uses standard rates and drivers to direct charge costs to AGLR System Companies.

AGLR also uses the Project Costing work order system to directly assign payroll costs and related benefits based on a unique business unit identifier for all AGLR System Companies. Other operational costs can also be direct assigned to AGLR System Companies by utilizing the unique business unit identifier.

The full cost of providing services also includes certain indirect costs such as departmental overheads, administrative and general costs, and taxes. These indirect costs are associated with the services performed by AGSC that are not directly charged or assigned to one or more AGLR System Companies. These indirect costs are distributed or allocated to one or more AGLR System Companies. Causal relationships between the services provided and the allocation factors are identified and utilized as the basis for selecting the appropriate allocation driver for distributed and allocated costs.

Cost Assignment and Allocation

AGSC's costs will be directly charged, assigned, distributed or allocated to AGLR System Companies in the manner described below:

1. Direct Charge: Costs accumulated in specific O&M projects will be directly charged to one or more AGLR System Companies as defined by the project owner. Costs will also be directly charged to AGLR System Companies using

methods determined on a case-by-case basis consistent with the nature of the work performed and/or based on the utilization of one of the standard rates and drivers described below.

A. Number of Stores Issues Ratio - A ratio based on the actual withdrawals from materials and supplies inventory. This ratio will be updated at regular intervals, at least annually, based on actual withdrawals from materials and supplies inventory using the most recent data reasonably available.

B. Rate Per Square Foot - This rate may be used by Business Support-Facilities Management and is based on the estimated or actual costs to maintain and support the common facilities used by AGLR System Companies. This rate will be updated at regular intervals, at least annually, using the most recent data reasonably available. This rate will be applied to the actual square footage used by the applicable AGLR System Companies. The actual square footage will be updated at regular intervals, at least annually, using the most recent data reasonably available.

C. Rate Per Vehicle - This rate may be used by Business Support-Fleet Services and is based on the estimated or actual costs to maintain and support fleet vehicles used by AGLR System Companies. This rate will be updated at regular intervals, at least annually, using the most recent data reasonably available. This rate will be applied to the actual number of vehicles used by the applicable AGLR System Company. The actual number of vehicles will be updated at regular intervals, at least annually, using the most recent data reasonably available.

D. Rate Per Computer - This rate may be used by Information Systems and is based on the estimated costs of personal computers and peripheral equipment. This rate will be updated at regular intervals, at least annually, using the most recent data reasonably available. This rate will be applied to the actual number of personal computers and peripheral equipment for the applicable AGLR System Company. The actual number of personal computers and peripheral equipment will be determined at regular intervals, at least annually, using the most recent data reasonably available.

E. Rate Per Employee - This rate may be used by Information Systems and is based on a cost per hour to maintain electronic data processing and telecommunications systems in the AGLR System Companies. This rate will be updated at regular intervals, at least annually, using the most recent data reasonably available.

F. Direct Charge Payroll Ratio - This ratio may be used to direct charge costs related to administration of benefits, at-risk compensation plans, etc. In addition, this ratio may be used to direct charge benefit costs such as health, pension, retirement, etc. when such benefits are not recorded directly on books of AGLR System Companies. This ratio will be based

on the relative percentage of a participating AGLR System Company department's payroll costs to total AGLR System payroll costs. This ratio will be determined at regular intervals, at least annually, using the most recent data reasonably available.

2. Direct Assigned: Costs accumulated in Account Codes for services specifically performed for one or more AGLR System Companies will be assigned utilizing the unique business unit identifier for all operational costs including payroll expenses. Benefit related expenses will be direct assigned among and charged to such AGLR System Companies using methods determined on a case- by-case basis consistent with the nature of the work performed and/or based on one of the distribution or allocation methods described below.

    A. Direct Assign Payroll Ratio - This ratio is based on the total payroll costs a department incurs on behalf of an AGLR System Company as tracked in an unique business unit identifier and/or O&M project. This ratio will be determined monthly based on time recorded on time sheets by AGSC employees and the AGSC employees' effective salary rates.

3. Distributed and Allocated: Costs accumulated in Account Codes for services of a general nature which are applicable to all AGLR System Companies or to a class or classes of AGLR System Companies will be allocated among or charged to such AGLR System Companies by application of one or more of the allocation methods described below.

Distribution and Allocation Methods

The following methods will be applied, as indicated in the Description of Services section that follows, to distribute or allocate any remaining costs that are not directly charged or directly assigned using the allocation methodologies described above:

A. Number of End-Use Customers Ratio - A ratio based on the number of end-use customers for AGLR natural gas affiliates. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

B. Total Assets Ratio - A ratio based on the total assets less intercompany receivables and intercompany notes. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

C. Number of Employees Ratio - A ratio based on the number of employees benefiting from the performance of a service. Additionally, for the parent or holding company of AGLR, the number of employees are those officers common to the parent and AGSC. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

D. Call/Phone Volume Ratio - A ratio based on the monthly call volume incurred on behalf of the AGLR System Companies and may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes.

E. Operating Expense Ratio- A ratio based on total operating expense. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

F. Operating Margin Ratio - A ratio based on operating margin defined as revenue less cost of goods. Additionally, for the parent or holding company of AGLR, operating margin consists of dividends for the AGLR System Company subsidiaries. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

G. Composite Ratio - This ratio is an average of the above four ratios of: Number of Employees, Total Assets, Operating Expenses and Operating Margin. This ratio will be updated at regular intervals, at least annually, using the most recent data reasonably available.

Description of Services

A description of each of the services performed by AGSC, which may be modified from time to time, is presented below. As discussed above, where identifiable, costs will be directly charged or assigned to AGLR System Companies. For costs accumulated in Account Codes which are for services of a general nature that cannot be directly charged or assigned, the method or methods of allocation are also set forth. Substitution or changes may be made in the methods of allocation hereinafter specified, as may be appropriate, and will be provided to state regulatory agencies and to each affected AGLR System Company.

1. Rates and Regulatory.

AGSC assists the AGLR System Companies in the analysis of their rate structures and in the formulation of rate policies and advises and assists AGLR System Companies in proceedings before regulatory bodies involving the rates and operations of AGLR System Companies and of other competitors where such rates and operations directly or indirectly affect the AGLR System Companies. AGSC also assists AGLR System Companies by analyzing Pipeline Safety, Environmental and Safety Regulations; writing the appropriate procedures to assist the system companies to stay in compliance with those regulations; providing internal reviews to assure operational, environmental and safety compliance; assisting in work with state and federal pipeline safety regulators and managing leak survey, pipeline integrity, locate and right of way contractors. Any remaining costs not directly charged or assigned will be distributed using the Number of End-Use Customers Ratio.

2. Internal Auditing.

AGSC performs periodic reviews of operational, compliance, financial and information system processes for AGLR System Companies. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

3. Strategic Planning.

AGSC advises and assists AGLR System Companies with the preparation of strategic business plans and corporate strategies. Any remaining costs not direct charged or assigned will be allocated using the Composite Ratio.

4. External Relations.

AGSC maintains relationships with government policy makers, conducts lobbying activities and provides community relations support. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

5. Gas Supply, Capacity Planning and Capacity Management.

AGSC provides gas control, scheduling, capacity planning and monitoring services. AGSC manages a centralized gas control center which provides natural gas delivery for natural gas distribution affiliates. AGSC also provides scheduling functions between the natural gas distribution affiliates and the pipelines for their daily supply. AGSC provides capacity planning services for each natural gas distribution affiliate including identifying present and future gas requirements to meet the needs of each natural gas distribution affiliate. AGSC provides monitoring of natural gas storage facilities and telecommunications networks.

AGSC also coordinates the management of gas supply for natural gas distribution affiliates who offer retail services and coordinates gas transmission and storage services for all natural gas distribution affiliates to ensure the most efficient use of services and to capture economies of scale as a larger purchaser in the market. Individually, natural gas distribution affiliates may, however, remain as the contract party under any agreement. Any remaining costs not directly charged or assigned will be distributed using the Number of End-Use Customers Ratio.

6. Legal Services and Risk Management.

AGSC provides various legal services and general legal oversight. In addition, AGSC provides insurance, claims, security, environmental and safety related

services and performs corporate secretarial functions. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

7. Marketing.

AGSC assists AGLR System Companies by providing analysis, implementation and maintenance of line extension policies, by providing analysis of tariff rates in response to customer needs and by developing marketing strategies and programs. Any remaining costs not directly charged or assigned will be distributed using the Number of End-Use Customers Ratio.

8. Financial Services.

AGSC provides various services to AGLR System Companies including corporate tax, treasury, corporate accounting and reporting, general ledger maintenance and all accounting recordkeeping, processing certain accounts such as accounts payable, cash management, and others as may be deemed necessary, including hedging policy and oversight, financial planning and regulatory support (for all natural gas distribution affiliates and other AGLR System Companies that interact with regulators or regulated companies). Each AGLR System Company may also maintain its own corporate and accounting group and engage AGSC to provide advice and assistance on accounting matters, including the development of accounting practices, procedures and controls, the preparation and analysis of financial reports and the filing of financial reports with regulatory bodies, on a system-wide basis. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

9. Information Systems.

AGSC provides the AGLR System Companies with production support of web, mainframe and distributed computing applications, servers and networks. Also, provides deskside asset management, disaster recovery, data network, application security and voice communications services. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio to affiliates receiving these services.

10. Executive.

AGSC utilizes the executive staff of AGLR in order to assist the AGLR System Companies in formulating and executing general plans and policies, including operations, issuances of securities, appointment of executive personnel, budgets and financing plans, expansion of services, acquisitions and dispositions of property, public relationships and other related matters. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

11. Investor Relations.

AGSC maintains relationships with the financial community and provides

shareholder services for the benefit of AGLR System Companies. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

12. Customer Services.

AGSC assists AGLR System Companies by providing billing, mailing, remittance processing, call center and customer communication services for customers; by providing credit and collections support and analysis; by providing support for response to customer complaints and by providing customer service surveys to improve service and efficiency. Any remaining costs, except for AGSC call center department costs, not directly charged or assigned will be distributed using the Number of End-Use Customers Ratio to affiliates receiving these services. Any remaining costs related to the AGSC call center will be distributed using the Call/Phone Volume Ratio defined for customer services representatives and management support staff.

13. Employee Services.

AGSC assists AGLR System Companies in developing employee relations policies and programs, and training personnel in a coordinated manner throughout the AGLR System Companies. Each AGLR System Company may maintain a human resources group to handle the individualized application of policies and programs. AGSC also provides payroll services, management of the employee benefit plans and employee communications. Any remaining costs not directly charged or assigned will be distributed using the Number of Employees Ratio.

14. Engineering.

AGSC provides engineering services for the AGLR System Companies. These services include design of infrastructure expansion and improvements, system analysis and modeling, GIS mapping and updates and maintenance and general engineering expertise. AGSC may also provide certain services for non-regulated subsidiaries. Any remaining costs not directly charged or assigned will be distributed using the Number of End-Use Customers Ratio.

15. Business Support.

i. Purchasing.

AGSC provides procurement services to AGLR System Companies. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio to affiliates receiving these services.

ii. Facilities Management.

AGSC provides facilities management services for offices owned or leased by AGLR System Companies. Any remaining costs not directly

charged or assigned will be allocated using the Composite Ratio to affiliates receiving these services.

iii. Fleet.

AGSC provides fleet management services for vehicles owned or leased by AGLR System Companies. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio to affiliates receiving these services.

vi. Other

AGSC provides other services to AGLR System Companies such as records management, media and visual services and business process innovation. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio to affiliates receiving these services.

16. Other.

AGSC provides other services, such as business development, as identified in this document or requested by the AGLR System Companies. Any remaining costs not directly charged or assigned will be allocated using the Composite Ratio.

EXHIBIT II

AGREED UPON SERVICES TO BE RECEIVED FROM AGL SERVICES COMPANY

	SERVICES	YES	NO
1.	Rates and Regulator	X	
2.	Internal Auditing	X	
3.	Strategic Planning		X
4.	External Relations	X	
5.	Gas Supply and Capacity Management	X	
6.	Legal Services and Risk Management	X	
7.	Marketing	X	
8.	Financial Services	X	
9.	Information Systems and Technology	X	
10.	Executive	X	
11.	Investor Relations	X	
12.	Customer Services	X	
13.	Employee Services	X	
14.	Engineering	X	
15.	Business Support	X	
	i. Purchasing	X	
	ii. Facilities Management	X	
	iii.Fleet	X	
	iv. Other	X	
	– Corporate Communications	X	
	– Corporate Compliance	X	
16.	Other	X	

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AMENDED AND RESTATED
INCOME TAX ALLOCATION AGREEMENT

This Amended and Restated Income Tax Allocation Agreement (this "Agreement") dated as of November 2, 2022 is made by and between The Southern Company, a Delaware corporation ("Southern"), and its direct and indirect subsidiaries listed on Addenda A through E attached hereto (Southern and its subsidiaries collectively referred to as the "Companies").

RECITALS

WHEREAS, the Companies are signatories to that certain Income Tax Allocation Agreement dated as of December 29, 1981, as has been amended from time to time (the "1981 Agreement");

WHEREAS, the Companies file a United States federal income tax return on a consolidated basis in accordance with the provisions of Section 1501, *et seq.*, of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, former Rule 45(c) promulgated by the Securities and Exchange Commission under the Public Utility Company Act of 1935, as amended (the "35 Act"), set forth the methods by which certain regulated companies that file a consolidated United States federal income tax return must use to allocate the consolidated United States federal income tax liability among the members of the affiliated group of corporations;

WHEREAS, the 35 Act was repealed by the Public Utility Holding Company Act of 2005;

WHEREAS, Southern and certain of its subsidiaries will join annually in the filing of certain consolidated, combined, or unitary state income tax returns (to the extent permitted or required under applicable state income tax laws); and

WHEREAS, the Companies desire to amend and restate the 1981 Agreement to reflect the current provisions of the Code and applicable state and local tax laws, and the Companies' current operating structure.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Companies, the Companies, intending to be legally bound, do hereby declare and agree as follows:

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ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below.

"1981 Agreement" has the meaning set forth in the recitals

"35 Act" has the meaning set forth in the recitals.

"Additional State Tax" has the meaning set forth in Section 4.7.

"Adjustment" means any change to an amount on a tax return, whether by reason of the filing of an amended return, or claim for refund with respect to such taxable year, or an audit with respect to such taxable year.

"Capital Gain" means gain from the sale of a capital asset that is not treated as Ordinary Taxable Income.

"Capital Loss" means the loss from the sale of a capital asset that is not treated as an Ordinary Taxable Loss.

"Code" has the meaning set forth in the recitals.

"Companies" has the meaning set forth in the preamble.

"Consolidated Federal Return" means a United States federal income tax return of a group of affiliated corporations filed in accordance with the provisions of Code Section 1501, *et seq.*, and the Regulations promulgated thereunder.

"Consolidated Federal Tax" means the United States federal income tax liability for a Taxable Period, as reflected on the Consolidated Federal Return and any Adjustments thereto thereafter determined.

"Consolidated Group" means Southern and any other Members or Future Members that are included in any Consolidated Federal Return, or Consolidated State Return, as applicable.

"Consolidated Net Long-Term Capital Gain Tax" means the tax liability with respect to any Net Long-Term Capital Gain, as reflected on a Consolidated Tax Return and any Adjustments thereto thereafter determined.

"Consolidated Ordinary Income" means the Ordinary Taxable Income of the Consolidated Group as reported on a Consolidated Tax Return and any Adjustments thereto thereafter determined.

"Consolidated Ordinary Tax" means the tax liability with respect to the Ordinary Taxable Income reflected on a Consolidated Tax Return for a Taxable Period and any Adjustments thereto thereafter determined.

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"Consolidated State Return" means any consolidated, combined, composite, or unitary income tax return of State Taxes filed by Southern or another Member, which includes the operations, income, or assets of more than one Member.

"Consolidated State Tax" means the state and local tax liability for a Taxable Period, as reflected on the Consolidated State Return and any Adjustments thereto thereafter determined.

"Consolidated Tax Return" means a Consolidated Federal Return or a Consolidated State Return, as the case may be.

"Corporate Tax Benefit" means the negative Federal Tax or State Tax, as the case may be, of a Member for a Taxable Period, equal to the amount by which Consolidated Federal Tax or Consolidated State Tax, as the case may be, is reduced through the use of a Net Operating Loss, Net Long-Term Capital Loss, or Tax Credit of such Member on a Consolidated Tax Return.

"Disregarded Entity" means an entity that is "disregarded as an entity separate from its owner," within the meaning of Regulation Section 301.7701-3(a), for United States federal income tax purposes.

"Federal Tax" means any United States federal income tax payable by Southern or another Member for a Taxable Period.

"Federal Taxable Income" means the net United States federal taxable income of a Member for a Taxable Period, computed as though such Member had filed a separate United States federal income tax return on a stand-alone basis on the same basis as used in the Consolidated Federal Return, except that dividend income from any Member will be disregarded, and other inter-company transactions eliminated in consolidation shall be given appropriate effect.

"Future Member" means any company that is not a Member as of the date of this Agreement, but becomes a Member after the date of this Agreement, that joins in the filing of a Consolidated Tax Return.

"Includible Corporation" has the meaning set forth in Code Section 1504(b) or comparable state, local, or foreign law.

"Member" means for any Taxable Period an entity that is an Includible Corporation that is included in the Consolidated Group and any Disregarded Entity owned by a Member that Southern elects to be treated as a separate Member under this Agreement.

"Net Long-Term Capital Gain" means the net long-term Capital Gain of a Member for a Taxable Period, computed as though such Member had filed a separate return on the same basis as used in the Consolidated Tax Return, except that inter-company transactions eliminated in consolidation shall be given appropriate effect.

"Net Long-Term Capital Loss" means the net long-term Capital Loss of a Member for a Taxable Period, computed as though such Member had filed a separate return on a stand-alone

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basis on the same basis as used in the Consolidated Tax Return, except that inter-company transactions eliminated in consolidation shall be given appropriate effect.

"Net Operating Loss" means the negative taxable income of a Member for a Taxable Period, computed as though such Member had filed a separate return on a stand-alone basis on the same basis as used in the Consolidated Federal Return or the Consolidated State Return, as the case may be, except that dividend income from any Member shall be disregarded, and other inter-company transactions eliminated in consolidation shall be given appropriate effect.

"Ordinary Taxable Income" means net taxable income excluding Net Long-Term Capital Gain and Net Long-Term Capital Loss.

"Ordinary Taxable Loss" means a loss that can be used to reduce Ordinary Taxable Income.

"Regulations" means the Treasury Regulations promulgated under the Code.

"Separate Return Tax Liability" means the tax liability of a Member on its Federal Taxable Income for a Taxable Period, adjusted to allow for carryovers or carry-backs of federal Net Operating Losses, federal Net Long-Term Capital Losses, and federal Tax Credits from other Taxable Periods, or with respect to State Tax, the tax liability of a Member on its State Taxable Income for a Taxable Period, adjusted to allow for such Member's carryovers or carrybacks of state Net Operating Losses, state Net Long-Term Capital Losses, and state Tax Credits for other Taxable Periods, as applicable.

"Southern" has the meaning set forth in the preamble.

"State Return" means any return for State Taxes.

"State Tax" means any income tax payable by Southern or another Member to any taxing authority of any state, municipal, or other political subdivision of a state, including all agencies and instrumentalities of any such taxing authority for a Taxable Period.

"State Taxable Income" means the net state taxable income of a Member for a tax year, computed as though such Member had filed a separate state income tax return on a stand-alone basis on the same basis as used in the Consolidated State Return, except that dividend income from any Member will be disregarded, and other inter-company transactions eliminated in consolidation shall be given appropriate effect.

"Tax Credit" means a dollar-for-dollar reduction of the amount of Federal Tax or State Tax, as the case may be, otherwise determined for a Taxable Period.

"Taxable Period" means any period no more than twelve (12) consecutive months, for which a Consolidated Federal Return or a Consolidated State Return, as applicable, is or will be filed by the Consolidated Group.

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ARTICLE II

FILING OF CONSOLIDATED TAX RETURNS

Section 2.1 Consent to File. The Members hereby consent, and agree to cause any Future Member to consent, to the extent necessary, to the filing of Consolidated Tax Returns, including the Taxable Period ending December 31, 2022, and for each Taxable Period thereafter in which the Members are eligible to file such a Consolidated Tax Return, until such time Southern elects to refrain from filing such a Consolidated Tax Return.

Section 2.2 Authorization. The Members agree, and shall cause each Future Member to agree, that Southern shall undertake at its sole discretion those actions which are within the scope of Southern's "agency" (within the meaning of Section 1.1502-77(a) of the Regulations or similar provisions of state, local, or foreign law) in connection with a Consolidated Tax Return, including, without limitation any and all of the following:

(a) taking any and all action necessary or incidental to the preparation and filing of a Consolidated Tax Return;

(b) making all required payments of consolidated income tax on behalf of the Consolidated Group;

(c) making all necessary elections, including but not limited to elections, state apportionment and allocation, and adoption of or change in any tax accounting method and period;

(d) filing all extensions of time, including extensions of time for payment of tax under Section 6161 and other sections of the Code and similar provisions of state and local law;

(e) filing all claims for tax refund or credit;

(f) conducting all audits of the Consolidated Group and contesting the proposal of Adjustments to tax liability and the assessment of any deficiency;

(g) electing all waivers and statute extensions;

(h) making decisions regarding Adjustments affecting the Consolidated Group or any Member;

(i) executing closing agreements, settlement agreements, offers in compromise, and all other documents; and

(j) obtaining private letter rulings, technical advice memoranda or other guidance from federal, state, and local taxing authorities.

Section 2.3 Tax Contests. Southern shall act as the agent for the Members in the event of any contest, audit, or administrative or judicial proceeding pertaining to a Consolidated Tax

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Return. Southern shall exercise its contest rights on behalf of the Members, and reasonable costs so incurred shall be paid by the Members as Southern reasonably determines.

ARTICLE III

FEDERAL INCOME TAXES

Section 3.1 General Intent. Except as otherwise provided herein, Consolidated Federal Tax shall be allocated among the Members in such a manner that each Member, except for Southern, shall be allocated an amount of Consolidated Federal Tax approximately equal to such Member's federal Separate Return Tax Liability. Members with federal Corporate Tax Benefits shall receive a current payment for such federal Corporate Tax Benefits in accordance with the terms of this Agreement.

Section 3.2 Federal Ordinary Tax Allocation. Federal Consolidated Ordinary Tax shall be allocated among the Members in accordance with the ratio by which the federal Ordinary Taxable Income of each Member, if any, bears to the sum of the federal Ordinary Taxable Incomes of all of the Members joining in the filing of the Consolidated Federal Return; provided no Member shall be liable for federal Consolidated Ordinary Tax in excess of its federal Separate Return Tax Liability.

Section 3.3 Federal Long-Term Capital Gains Tax Allocation. Federal Consolidated Net Long-Term Capital Gain Tax shall be allocated among the Members in accordance with the ratio by which the federal Net Long-Term Capital Gain of each Member bears to the total federal Consolidated Net Long-Term Capital Gain of all of the Members joining in the Consolidated Federal Return; provided no Member, except for Southern, shall be liable for federal Consolidated Net Long-Term Capital Gain Tax in excess of its federal Separate Return Tax Liability.

Section 3.4 Southern Federal Corporate Tax Benefits. Federal Corporate Tax Benefits, if any, of Southern shall be allocated among the other Members in accordance with the ratio by which the portion of the federal Ordinary Taxable Income attributable to each Member of the Consolidated Group, if any, bears to the sum of the federal Ordinary Taxable Incomes, if any, of all of the Members joining in the filing of the Consolidated Federal Return, excluding Southern.

Section 3.5 Federal Net Operating Loss. Except for Southern, a Member that has a federal Net Operating Loss shall be entitled to a federal Corporate Tax Benefit for the use of such federal Net Operating Loss in the Consolidated Federal Return. Each Member that has a federal Net Operating Loss shall receive the amount by which Members with Federal Taxable Income have had their allocable portion of the Consolidated Federal Tax reduced as a result of such federal Net Operating Loss or, if applicable, the carryover of such federal Net Operating Loss. If Consolidated Federal Tax is zero as a result of the use of federal Net Operating Losses of more than one Member, the federal Corporate Tax Benefit will be equitably allocated among the Members that generated federal Net Operating Losses on the basis of the relative utilization of such federal Net Operating Losses on the Consolidated Federal Return.

Section 3.6 Federal Net Long-Term Capital Loss. Except for Southern, a Member that has a federal Net Long-Term Capital Loss shall be entitled to a federal Corporate Tax Benefit for

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the use of such federal Net Long-Term Capital Loss in the Consolidated Federal Return. Each Member that has a federal Net Long-Term Capital Loss shall receive the amount by which the Members with federal Net Long-Term Capital Gains have had their allocable portion of the Consolidated Federal Tax reduced as a result of such federal Net Long-Term Capital Loss or the carryover of such federal Net Long-Term Capital Loss.

Section 3.7 Federal Tax Credits. Any federal Tax Credits allowable in the computation of Consolidated Federal Tax shall be allocated to those Members whose activities generated the federal Tax Credits utilizing the ordering rules of Code Section 38 or any successor statute. Each Member whose federal Tax Credits were utilized on the Consolidated Federal Return shall receive the amount by which Members with Federal Taxable Income have had their allocable portion of the Consolidated Federal Tax reduced as a result of such federal Tax Credit or, if applicable, the carryover of such federal Tax Credit.

ARTICLE IV
STATE INCOME TAXES

Section 4.1 Allocation of State Taxes. Wherever appropriate, State Taxes reflected on a Consolidated State Return shall be allocated among the applicable Members in accordance with the ratio by which the State Taxable Income of each applicable Member, if any, bears to the sum of the State Taxable Income of all of the Members joining in the filing of a Consolidated State Return.

Section 4.2 State Net Operating Loss. Except for Southern, a Member that has a state Net Operating Loss shall be entitled to a state Corporate Tax Benefit for the use of such state Net Operating Loss on the Consolidated State Tax Return. Each Member that has a state Net Operating Loss shall receive the amount by which Members that are included in such Consolidated State Return have had their allocable portion of the Consolidated State Tax reduced as a result of such state Net Operating Loss or, if applicable, the carryover of such state Net Operating Loss. If Consolidated State Tax is zero as a result of the use of state Net Operating Losses of more than one Member, the state Corporate Tax Benefit of state Net Operating Losses will be equitably allocated among the Members that generated state Net Operating Losses on the basis of the relative utilization of such state Net Operating Losses on the Consolidated State Return.

Section 4.3 State Tax Credits. Any state Tax Credits allowable in the computation of Consolidated State Tax shall be allocated to those Members whose activities generated such state Tax Credits utilizing the ordering rules provided by applicable state or local law; provided, if state and local law is silent on the order in which such state Tax Credits are utilized, such state Tax Credits shall be allocated among those Members whose activities generated such state Tax Credits based upon the ratio of the amount of state Tax Credit utilized on the Consolidated State Return to the amount of state Tax Credit available to reduce Consolidated State Tax for such Taxable Period. Each Member whose state Tax Credits were utilized on the Consolidated State Return shall receive the amount by which Members of such Consolidated State Return have had their allocable portion of the Consolidated State Tax reduced as a result of such state Tax Credit or, if applicable, the carryover of such state Tax Credit.

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Section 4.4 State Return Filings. Southern shall prepare and file all State Returns, including Consolidated State Returns, that are required to be filed with respect to the operations of Southern or the Consolidated Group. In the event any taxing authority imposing State Taxes permits, but does not require, the filing of a Consolidated State Return that includes Southern, Southern may elect to file a Consolidated State Return and may require, to the extent permitted by law, any other Member to be included in such Consolidated State Return.

Section 4.5 Separate Entity Returns. Each Member that is required to file a State Return on a separate entity basis shall be solely responsible for paying any State Tax with respect to such return and no such separate return State Tax shall be shared among the Members.

Section 4.6 Consolidated State Returns That Do Not Include Southern. Except as otherwise required by Section 4.1 hereof, in the event that two or more Members are required or permitted to file a Consolidated State Return that does not include Southern, Southern shall prepare and file such Consolidated State Return. If the right to file any such Consolidated State Return is discretionary, Southern shall determine which of the Members shall, to the extent permitted by law, join in the filing of such Consolidated State Return.

Section 4.7. Increased Consolidated State Taxes. In the event that the amount of Consolidated State Taxes shown on a Consolidated State Return is greater than the aggregate Separate Return Tax Liability of the Members that are included in such Consolidated State Return ("Additional State Tax"), such Additional State Tax shall be allocated among the Members on an equitable basis considering all of the facts and circumstances existing at the time of such determination, including, but not limited to, the apportionment factors contributed by each Member joining in such Consolidated State Return, and the income of each Member included in such Consolidated State Return regardless of nexus.

ARTICLE V

OTHER TERMS AND CONDITIONS

Section 5.1 Intent and Interpretation. This Agreement is intended to restate the 1981 Agreement in a way that is consistent with the current provisions of the Code and state and local tax law and is not intended to make any material substantive changes to the 1981 Agreement that are currently applicable. Accordingly, this Agreement shall be interpreted and applied in a manner that is consistent with the historical interpretation and application of the 1981 Agreement to the extent possible given the particular facts and circumstances under consideration.

Section 5.2 Governing Law and Effect of Changes in Law. The construction, interpretation, and other matters arising out of or in connection with this Agreement shall be governed by the laws of the State of Delaware, without giving effect to any conflict of laws provision that would apply the law of any other jurisdiction. If, as a result of any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction, a provision of this Agreement shall become impracticable or impossible to apply, Southern shall determine an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

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Section 5.3 Southern Action. The VP Tax of Southern Company Services, Inc. is delegated the authority to act on behalf of Southern with respect to any action or actions to be undertaken pursuant to this Agreement.

Section 5.4 Departing Members.

(a) This Agreement shall cease to apply without amendment with respect to any Member that is no longer part of the Consolidated Group, effective for all Taxable Periods beginning on or after such date, except with respect to Adjustments required pursuant to this Agreement, which shall continue to apply.

(b) Upon the departure of any Member from the Consolidated Group, such Member shall take into account its items of income, deduction, loss, and credit for the Taxable Period that it was a Member of the Consolidated Group and the Taxable Periods thereafter based upon a closing of the books methodology allowed under Section 1.1502-6(b)(2) of the Regulations or similar provisions of state or local law, as applicable. The difference between its prior estimated taxes or payments, and the amount of taxes due or payments of tax benefits due to that Member through the day it ceases to be a Member shall be appropriately settled on the day such Member leaves the Consolidated Group or on an alternative date mutually agreeable in writing by Southern and the departing Member. Southern and such departing Member shall owe no additional amounts to each other under this Agreement after such departing Member is no longer a Member, except with respect to Adjustments under this Agreement relating to the portions of Taxable Periods during which such Member was a part of the Consolidated Group.

Section 5.5 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to the same extent as if such successor had been an original party to this Agreement.

Section 5.6 Assignability. The rights and obligations under this Agreement of the parties to this Agreement may not be assigned by a party without the prior written consent of the Members.

Section 5.7 Delivery by Facsimile or Email. This Agreement, and any amendments to this Agreement, if signed and delivered by facsimile or scanned pages via electronic mail, will be treated for all purposes as an original of the Agreement and will be considered to have the same binding legal effects as if it were the original signed version of this Agreement delivered in person.

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Section 5.8 Effective Date. This Agreement will be effective for the Consolidated Federal Tax and the Consolidated State Tax reflected on any Consolidated Federal Return or Consolidated State Return for Taxable Periods ending on or after December 31, 2022.

IN WITNESS WHEREOF, this Agreement has been executed by the Companies as of the date first above written.

DocuSigned by:
Melissa K. Caen
985173AE0A284C8...
Melissa K. Caen, in her official capacity of Assistant Secretary of the companies listed on Addendum A attached hereto

DocuSigned by:
Melissa K. Caen
985173AE0A284C8...
Melissa K. Caen, in her official capacity of Assistant Secretary and Assistant Treasurer of the companies listed on Addendum B attached hereto

DocuSigned by:
Melissa K. Caen
985173AE0A284C8...
Melissa K. Caen, in her official capacity of Secretary of Georgia Power Childcare, LLC

DocuSigned by:
Melissa K. Caen
985173AE0A284C8...
Melissa K. Caen, in her official capacity of Vice President, Deputy General Counsel and Assistant Secretary of Southern Company Services, Inc.

DocuSigned by:
Myra C. Bierria
E20E5EBB7C1A49D...
Myra C. Bierria, in her official capacity of Assistant Secretary of the companies listed on Addendum C attached hereto

DocuSigned by:
Myra C. Bierria
E20E5EBB7C1A49D...
Myra C. Bierria, in her official capacity of Assistant Corporate Secretary of the companies listed on Addendum D attached hereto

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DocuSigned by:
Myra C Bierria
E20E5EBB7C1A49D...

Myra C. Bierria, in her official capacity of Assistant Secretary and Assistant Treasurer of the companies listed on Addendum E attached hereto

DocuSigned by:
Myra C Bierria
E20E5EBB7C1A49D...

Myra C. Bierria, in her official capacity of Secretary of Southern Telecom, Inc.

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ADDENDUM A

The Southern Company
Adobe Solar, LLC
Alabama Property Company
AlaDyn Holdings, LLC
Align Energy, Inc.
Anson Land Holdings, LLC
Apex Nevada Solar, LLC
Beech Ridge Energy II Holdings, LLC
Beech Ridge Energy II, LLC
Bethel Wind Farm Class B Holdings, LLC
Bethel Wind Farm Holdings, LLC
Bethel Wind Farm, LLC
Blackwell Solar Holdings, LLC
Blackwell Solar, LLC
BNB Lamesa Solar, LLC
Boulder Solar Power Plant, LLC
Boulder Solar Power, LLC
BSP Holding Company, LLC
Cactus Flats Holdings, LLC
Calipatria, LLC
Campo Verde Solar, LLC
Clean Energy Development, LLC
Desert Stateline Holdings, LLC
Desert Stateline, LLC
Deuel Harvest Wind Energy Holdings, LLC
Deuel Harvest Wind Energy, LLC
Diamond State Generation Partners, LLC
GAMOG Lease, Inc.
Georgia Land Holdings & Development, LLC
Georgia Power Company
Glass Sands Wind Energy, LLC
Grant County Interconnect, LLC
Grant Plains Wind, LLC
Grant Wind, LLC
Granville Solar, LLC
Hillabee Acquisition Company, LLC
Jericho Gas Wind, LLC
Kay Wind, LLC

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Lost Hills Blackwell Holdings, LLC
Lost Hills Solar Holdco, LLC
Lost Hills Solar, LLC
Macho Springs Solar 2, LLC
Macho Springs Solar, LLC
Morelos Solar, LLC
North Star Solar, LLC
NS Solar Holdings, LLC
NUON Lease, Inc.
Parrey Holding Company, LLC
Parrey Parent, LLC
Parrey, LLC
Passadumkeag Windpark, LLC
Piedmont-Forrest Corporation
PPA Grand Johanna, LLC, a subsidiary of Southern Renewable Energy, Inc.
RE Garland A, LLC
RE Garland Holdings, LLC
RE Garland, LLC
RE Gaskell West 1, LLC
RE Roserock Holdings, LLC
RE Roserock, LLC, a sole member-managed subsidiary of RE Roserock Holdings, LLC
RE Silverlake Holdings, LLC
RE Tranquillity BAAH, LLC
RE Tranquillity Holdings, LLC
RE Tranquillity, LLC
Reading Wind Energy Class B Holdings, LLC
Reading Wind Energy Holdings, LLC
Reading Wind Energy, LLC
Red Hills Operations, Inc.
Reese Telecommunications, Inc.
Rutherford Farm, LLC
Salt Fork Wind, LLC
SE Choctaw II, LLC
SE Choctaw, Inc.
SE Choctaw, LLC
SE Finance Capital Corporation II
SE Hawaii, Inc.
SE Lease, Inc.
SE Puna Lease, LLC
SE Ravenswood Lease, LLC

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SG2 Holdings, LLC
SG2 Imperial Valley, LLC
Skookumchuck Wind Energy Project, LLC
Southern Communications Services, Inc.
Southern Company Electrotechnologies, Inc.
Southern Company Funding Corporation
Southern Company Holdings, Inc.
Southern Electric Generating Company
Southern Electric Railroad Company
Southern Generation Technologies, LLC
Southern Power Company
Southern Power O&M, LLC
Southern Renewable Energy, Inc.
Southern Renewable Partnerships, LLC
SP Butler Solar Farm, LLC
SP Cactus Flats Class B Holdings, LLC
SP Cactus Flats Wind Energy, LLC
SP Cimarron Capital, LLC
SP Cimarron I, LLC
SP Decatur County Solar, LLC
SP Decatur Parkway Solar, LLC
SP Deuel Harvest Wind Energy Class B Holdings, LLC
SP Deuel Harvest Wind Energy Holdings, LLC
SP Diamond State Class B Holdings, LLC
SP Energy Trading, LLC
SP Garland Solar Storage, LLC
SP Gaskell West 1 Class B Holdings, LLC
SP Gaskell West 1 Holdings, LLC
SP Pawpaw Solar, LLC
SP Roserock Investment, Inc.
SP Sandhills Solar, LLC
SP Skookumchuck Holdings, LLC
SP Skookumchuck Investment, LLC
SP Solar Farms, LLC
SP Solar GP, Inc.
SP Solar Holdings I, LP
SP Solar Storage Class B Holdings, LLC
SP Solar Storage Development Holdings, LLC
SP Solar Storage OpCo, LLC
SP TEP Class B Holdings I, Inc.
SP TEP Formations, Inc.

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SP Tranquillity Solar Storage, LLC, a sole member-managed subsidiary of SP Solar Storage OpCo, LLC
SP Transmission 1, LLC
SP Transmission, LLC
SP Wildhorse Class B Holdings, LLC, a sole member- managed subsidiary of Southern Renewable Energy, Inc.
SP Wildhorse Holdings, LLC, a sole member-managed subsidiary of SP Wildhorse Class B Holdings, LLC
SP Wind Development Holdings, LLC
SP Wind Holdings II, LLC, a sole member-managed subsidiary of Southern Renewable Energy, Inc.
SP Wind Holdings, LLC
Spectrum Nevada Solar, LLC
SPR Development Holdings, LLC, a sole member-managed subsidiary of SP Wind Holdings, LLC
St. Lucie Holdings Cana, LLC
Sumter Solar, LLC
SVC1, Inc.
Tyler Bluff Wind Project, LLC
Wake Wind Class B Holdings, LLC
Wake Wind Energy, LLC
Wake Wind Holdings, LLC
Wayne County Development, LLC
Wildcat 1 Energy Storage, LLC, a sole member-managed subsidiary of Southern Renewable Energy, Inc.
Wildhorse Wind Energy, LLC
WWH, LLC

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ADDENDUM B

Alabama Power Company
AlaDyn Holdings, LLC
Mississippi Power Company

DocuSign Envelope ID: 4858A847-E41E-4212-9A38-1D174A7A3CD0

ADDENDUM C

2016 ESA HoldCo, LLC
2016 ESA Project Company, LLC
Energy Risk Integrated Services Corporation, a subsidiary of Southern Company Gas
Enterprise Risk Consultants Corporation, a subsidiary of Southern Company Gas
Global Energy Resource Insurance Corporation, a subsidiary of Southern Company Gas
Grid Edge Engineering, Inc.
PowerSecure Canada Energy Services, Inc.
PowerSecure Manufacturing, Inc.
PowerSecure, Inc.
Southern Company Gas
Southern Company Gas Capital Corporation, a subsidiary of Southern Company Gas
Southern PowerSecure Holdings, Inc.

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ADDENDUM D

AGL Energy Services, LLC
AGL Macon Holdings, Inc.
AGL Resources, Inc.
AGL Services Company
AGL Southeast LNG, LLC
Atlanta Gas Light Company
Central Valley Gas Storage, LLC
Chattanooga Gas Company
Customer Care Services, Inc.
Dogwood Enterprise Holdings, Inc.
Evergreen Enterprise Holdings, LLC
GAS Utility Finance Corporation
Georgia Natural Gas Company
Golden Triangle Storage, Inc.
Horizon Pipeline Company, LLC, a subsidiary of Nicor Horizon, Inc.
Illinois Energy Solutions USA, LLC, a subsidiary of Georgia Natural Gas Company
Illinois Energy USA, LLC, a subsidiary of Georgia Natural Gas Company
Magnolia Enterprise Holdings, Inc.
Nicor Energy Ventures Company
Nicor Horizon, Inc.
Nicor Oil and Gas Corporation
NI-Gas Exploration, Inc.
Northern Illinois Gas Company
Northern New England Energy Company, a subsidiary of Nicor Oil and Gas Corporation
NUI Corporation
NUI Saltville Storage, Inc.
OrlaGroup, LLC, a subsidiary of AGL Macon Holdings, Inc.
Ottawa Acquisition, LLC
PennEast Pipeline Company, LLC, a subsidiary of Southern Company Gas Investments, Inc.
Pivotal Jefferson Island Storage & Hub, LLC
Pivotal Propane Virginia, Inc.
Renewco-Meadow Branch, LLC
Sequent Holdings, LLC
Sequent, LLC
Southeast LNG Distribution Company, LLC
Southern Company Gas Investments, Inc.

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Southern Company Gas Pipeline Holdings, LLC
Southern Company Gas Renewables, LLC
Southern Natural Gas Company, LLC, a subsidiary of Evergreen Enterprise Holdings, LLC
SouthStar Energy Services, LLC, a subsidiary of Georgia Natural Gas Company
Virginia Natural Gas, Inc.

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ADDENDUM E

Southern Nuclear Development, LLC
Southern Nuclear Operating Company
Southern Nuclear Services, LLC

Exchange Commission ("SEC"). Each party (other than GAS) may request loans from the Utility Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all loans requested by any Party hereunder shall not exceed the applicable borrowing limits set forth in applicable orders of the SEC and other regulatory authorities, resolutions of such Party's Board of Directors, such Party's governing corporate documents, and agreements binding upon such Party. No loans through the Utility Money Pool will be made to, and no borrowings through the Utility Money Pool will be made by, GAS.

Section 1.03 Source of Funds

(a) Funds will be available through the Utility Money Pool from the following sources for use by the Parties from time to time: (1) surplus funds in the treasuries of Parties, and (2) proceeds from bank borrowings and sales of commercial paper by Parties ("External Funds"), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such order as ASC, as administrator of the Utility Money Pool, may determine will result in a lower cost of borrowing to companies borrowing from the Utility Money Pool, consistent with individual borrowing needs and financial standing of the Parties providing funds to the Utility Money Pool.

(b) Borrowing Parties will borrow pro rata from each lending Party in the proportion that the total amount loaned by such lending Party bears to the total amount then loaned and available to be loaned through the Utility Money Pool. On any day when more than one fund source (e.g., surplus treasury funds of GAS and other Utility Money Pool participants ("Internal Funds") and External Funds), with different rates of interest, is used to fund loans through the Utility Money Pool, each borrowing Party will borrow pro rata from each fund source in the same proportion that the amount of funds provided by that fund source bears to the total amount of short-term funds that have been made available to the Utility Money Pool.

Exhibit 3.1

Section 1.04 Authorization.

(a) Each loan shall be authorized by the lending Party's chief financial officer or treasurer, or by a designee thereof.

(b) ASC, as administrator of the Utility Money Pool, will provide each Party with periodic activity and cash accounting reports that include, among other things, reports of cash activity, the daily balance of loans outstanding and the calculation of interest charged.

(c) All borrowings from the Utility Money Pool shall be authorized by the borrowing Party's chief financial officer or treasurer, or by a designee thereof. No Party shall be required to effect a

borrowing through the Utility Money Pool if such Party determines that it can (and is authorized to) effect such borrowing at lower cost directly from banks or through the sale of its own commercial paper.

Section 1.05 Interest.

The daily outstanding balance of all loans to any Party shall accrue interest as follows:

(a) If only Internal Funds comprise the daily outstanding balance of all loans outstanding during a calendar month, the interest rate applicable to such daily balances shall be the rate for the published 30-day rates from Federal Reserve Economic Data. Rates will be adjusted consistent with the utility subsidiary's current credit rating.

(b) If only External Funds comprise the daily outstanding balance of all loans outstanding during a calendar month, the interest rate applicable to such daily outstanding balance shall be the lender's cost of such External Funds or, if more than one Party had made available External Funds at any time during the month, the applicable interest rate shall be a composite rate, equal to the weighted average of the costs incurred by the respective Parties for such External Funds.

(c) In cases where the daily outstanding balances of all loans outstanding at any time during the month include both Internal Funds and External Funds, the interest rate applicable to the daily outstanding balances for the month shall be equal to the weighted average of the (i) cost of all Internal Funds contributed by Parties, as determined pursuant to Section 1.05(a) of this Agreement, and (ii) the cost of all such External Funds, as determined pursuant to Section 1.05(b) of this Agreement.

(d) The interest rate applicable to loans made by a Party to the Utility Money Pool under Section 1.01 of this Agreement shall be the Average Composite as determined pursuant to Section 1.05(a) of this Agreement.

Section 1.06 Certain Costs.

The cost of compensating balances and fees paid to banks to maintain credit lines by Parties lending External Funds to the Utility Money Pool shall initially be paid by the Party maintaining such line. A portion of such costs shall be retroactively allocated every month to the Parties borrowing such External Funds through the Utility Money Pool in proportion to their respective daily outstanding borrowings of such External Funds.

Section 1.07 Repayment.

Each Party receiving a loan from the Utility Money Pool hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event

within 365 days from the date on which such loan was made. All loans made through the Utility Money Pool may be prepaid by the borrower without premium or penalty.

Section 1.08 Form of Loans to Parties.

Loans to parties from the Utility Money Pool shall be made as open-account advances, pursuant to the terms of this agreement. A separate promissory note will not be required for each individual transaction. Instead, a promissory note evidencing the terms of the transactions shall be signed by the parties to the transaction. Any such note shall; (a) be in substantially the form filed as Exhibit 3.1 to GAS's Form U-1.
Application-Declaration (SEC File No. _____); (b) be dated as of the date of the initial borrowing; (c) mature on demand or on a date agreed by the Parties to the transaction, but in any event not later than one year from the date of the applicable borrowing; and (d) be repayable in whole at any time or in part from time to time, without premium or penalty.

ARTICLE II
OPERATION OF UTILITY MONEY POOL

Section 2.01 Operation.

Operation of the Utility Money Pool, including record keeping and coordination of loans, will be handled by ASC under the authority of the appropriate officers of the Parties. ASC shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time hereunder, shall maintain records of all advances, interest charges and accruals and interest and principal payments for purposes hereof, and shall prepare periodic reports thereof for the Parties. ASC will administer the Utility Money Pool on an "at cost" basis. Separate records shall be kept by ASC for the Utility Money Pool established by this Agreement.

Section 2.02 Investment of Surplus Funds in the Utility Money Pool.

Funds not required for Utility Money Pool loans (with the exception of funds required to satisfy the Utility Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments, including (i) interest-bearing accounts with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than A by a nationally recognized rating agency; (iv) commercial paper rated not less than A-1 by S&P or P-1 by Moody's, or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit; (vii) Eurodollar funds, and (viii) such other investments as are permitted by Section 9(c) of the Act and Rule 40 thereunder.

Section 2.03 Allocation of Interest Income and Investment Earnings.

The interest income and other investment income earned by the Utility Money Pool on loans and investment of surplus funds will be allocated among the parties in accordance with the proportion that each Party's funds in the Utility Money Pool bears to the total amount of funds in the Utility Money Pool and the cost of any External Funds provided to the Utility Money Pool by such Party. Interest income and other investment income will be computed on a daily basis and settled once per month.

Section 2.04 Event of Default.

If any Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Party seeking to adjudicate it bankrupt or insolvent, then ASC, on behalf of the Utility Money Pool, may, by notice to the Party, terminate the Utility Money Pool's commitment to the Party and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the Utility Money Pool by the Party hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Party.

Exhibit 3.1

ARTICLE III
MISCELLANEOUS

Section 3.01 Amendments.

Any amendment to this Agreement must be adopted in writing executed by all Parties and subject to all applicable approvals by the SEC and any applicable state utility regulatory commission.

Section 3.02 Legal Responsibility.

Nothing herein contained shall render any Party liable for the obligations for any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

Section 3.03 Rules for Implementation.

The Parties may develop a set of guidelines for implementing the provisions of this Agreement, provided that the guidelines are consistent with all of the provisions of this Agreement.

Section 3.04 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

Southern Company Gas
AGL Services Company

DocuSigned by:
By: _____
64290E545A6E421...
Name: Grace Kolvereid
Title: Executive Vice President and Chief Financial Officer

Atlanta Gas Light Company
Chattanooga Gas Company

DocuSigned by:
By: _____
B88F9AC28CB8443...
Name: Pedro Cherry
Title: President and CEO

Virginia Natural Gas

DocuSigned by:
By: _____
5C9DB4121A33415...
Name: Robert Duvall
Title: President and CEO