

Emergency Energy Transactions

This Emergency Energy Service Schedule ("Schedule") is entered into this 26th day of September, 2013 by and between **SOUTHERN COMPANY SERVICES, INC.**, as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, and Southern Power Company ("SCS"), a corporation organized and existing under the laws of the State of Alabama, and **MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.** ("MISO"), incorporated under the laws of the State of Delaware. SCS and MISO are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, SCS is a registered Balancing Authority ("BA") with the North American Electric Reliability Corporation ("NERC");

WHEREAS, MISO is a registered BA with NERC;

WHEREAS, as of the Effective Date, SCS and MISO serve as BAs for adjacent Balancing Authority Areas that have a direct transmission interconnection and are interconnected indirectly through the transmission systems owned or operated by others, and additional direct and/or indirect interconnections may be established in the future; and

WHEREAS, SCS and MISO may from time to time require the supply of emergency energy services between them consistent with NERC standards.

NOW, THEREFORE, in consideration of the above, SCS and MISO do hereby agree as follows:

If the Parties enter into any agreement providing for the assistance of emergency energy however so defined ("Emergency Energy"), and the terms and conditions of such agreement permit a Party to request such assistance, the price for Emergency Energy delivered pursuant to any such agreement, or any successor agreement for Emergency Energy, shall be as set forth herein.

1.0: CHARACTERISTICS OF THE POWER AND ENERGY

1.1 Unless otherwise mutually agreed, all power and energy made available by the delivering Party shall be three phase, 60 Hz alternating current at operating voltages established at the Delivery Point in accordance with system requirements and appropriate to the Interconnection.

2.0: RATES AND CHARGES

2.1 All Emergency Energy transactions shall be billed based on scheduled deliveries.

2.2 MISO and SCS agree that the charge for Emergency Energy delivered by one Party to the other Party shall be as defined below (“Emergency Energy Price”).

The delivering Party shall be allowed to include in the total price charged for Emergency Energy all costs incurred in the delivery of Emergency Energy to the Delivery Point, and the receiving Party shall be responsible for all costs at and beyond the Delivery Point.

In the case of MISO as the delivering Party, the cost of the energy portion shall be the greater of (1) 150% of the hourly LMP at the point(s) of exit at the bus or buses at the border of the MISO market, or (2) 110% of the verifiable cost of the resource(s) used to provide such service (including, but not limited to, MISO’s out-of-pocket costs for purchasing the energy used to supply the Emergency Energy and any associated costs for transmission service, ancillary services, or transmission losses).

In the case of SCS as the delivering Party, the cost of the energy portion shall be the greater of (1) 150% of the hourly LMP at the point(s) of injection at the bus or buses at the border of the MISO market, or (2) 110% of the verifiable cost of the resource(s) used to provide such service (including, but not limited to, SCS’s out-of-pocket costs for generating or purchasing the energy use to supply the Emergency Energy and any associated costs for transmission service, ancillary services, or transmission losses).

Emergency Energy Charges for an hour =

*(Emergency Energy supplied in the hour in MWhr) times
(delivering Party’s Emergency Energy Price of such energy in \$/MWhr)*

3.0: MEASUREMENT OF ENERGY INTERCHANGED

3.1 All Emergency Energy supplied at the Delivery Point shall be metered. The delivering Party shall be responsible for the actual losses as a result of delivery to the Delivery Point and the receiving Party shall be responsible for all losses from the Delivery Point.

4.0: BILLING AND PAYMENT

4.1 Billing for, and payment of, all charges incurred pursuant to this Schedule, and any disputes arising out of deliveries of emergency energy as described in this Schedule shall be governed by the MISO Energy and Operating Reserves Market Tariff when MISO is the delivering Party, and by Southern’s Market Based Rate Tariff when SCS is the delivering Party.

5.0: EFFECTIVE DATE

5.1 This Schedule shall take effect (the “Effective Date”) on the later of: (i) the date upon which the Federal Energy Regulatory Commission approves this Schedule; or (ii) the date SCS and MISO begin serving as BAs for adjacent Balancing Authority Areas.

IN WITNESS WHEREOF, the Parties have caused its duly authorized representative to duly execute this Agreement as of the date set forth in the introductory paragraph hereof.

SOUTHERN COMPANY SERVICES, INC.

By: /s/ John G. Trawick

Name: John G. Trawick

Title: V.P., Commercial Operations & Services

**MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.**

By: /s/ Todd A. Ramey

Name: Todd A. Ramey

Title: VP System Operations