

**CONFIDENTIALITY AGREEMENT FOR CEII INFORMATION
TO BE PROVIDED AT THE 2008 Second RPSG
MEETING**

To facilitate your participation in the 2008 Second RPSG Meeting (“Meeting”) being conducted pursuant to the Southeastern Regional Planning Process (“Planning Process”) that is described in Attachment K to the Open Access Transmission Tariff (“Tariff”) of Alabama Power Company, Georgia Power, Gulf Power Company, and Mississippi Power Company (“Southern Companies”), you (on behalf of yourself and your organization) (“you”) have requested access to critical energy infrastructure information (“CEII”), as defined by the regulations of the Federal Energy Regulatory Commission (“FERC”) (see 18 C.F.R. § 388.113), that is likely to be discussed and/or referenced at the Meeting. Southern Companies and the other sponsors of the Planning Process¹ intend to protect this CEII from unauthorized disclosure. Accordingly, the Sponsors have presented you this Confidentiality Agreement (“Agreement”) as their conditional offer setting forth the terms and conditions of your access to such CEII. Your execution of this Agreement on behalf of your organization constitutes your acceptance of the offer, including and subject to its terms and conditions. The remaining terms and conditions of this Agreement are as follows:

1. Term. This Agreement shall expire on December 31 of the present calendar year, unless you and the Sponsors agree in writing, prior to the date of expiration, to extend it.

2. Information covered by this Agreement. “Covered Information” means the information provided to you in anticipation of the Meeting or at the Meeting that is identified as CEII and also includes any information you know or reasonably should know to be CEII that is presented and/or made available at the Meeting. This Agreement does not address any other information

3. Duty of non-disclosure. You agree not to disclose Covered Information to anybody in any way without the written consent of the Sponsors, or the subset of Sponsors which provided the Covered Information, subject to the following special rules:

(a) Internal distribution of information. You agree not to disclose Covered Information within your organization except to those individuals who (i) need to know the information to do their jobs; (ii) have been advised of the duty of non-disclosure; and (iii) have executed this Agreement. Additional persons employed by your organization may execute this Agreement and must use the form set forth in Appendix A.

(b) Distribution to consultants. Paragraph 3(a) applies to personnel hired by you for help and/or advice, such as business consultants, lawyers, and accountants. Such personnel must execute this Agreement in the form set forth in Appendix B.

(c) List of authorized individuals. You may exercise your right of access to

¹ The sponsors of the Planning Process are Dalton Utilities, Power South Energy Cooperative, Georgia Transmission, MEAG Power, South Mississippi Electric Power Association, and Southern Companies (collectively, “Sponsors”).

Covered Information only through individuals who have subscribed to this Agreement by providing a signed copy of Appendix A or Appendix B. If you provide the Sponsors written notice of a proposed amendment to add to or delete an individual from Appendix A or Appendix B, and no Sponsor objects within 30 days, your amendment is deemed effective at the end of the 30-day period.

(d) Distribution to authorized persons. It is not a violation of this Agreement to discuss or share Covered Information with an individual who has executed an effective confidentiality agreement in the form of Exhibit K-1 to the Tariff. However, you are responsible for confirming a recipient's eligibility.

(e) Duty of cooperation. If you are legally required to disclose Covered Information (for example, due to a subpoena or court order), you agree to notify the Sponsors immediately and to cooperate with the Sponsors in taking steps to restrict or narrow the information you must disclose.

(f) Obligation to minimize disclosures. Even if you are authorized to disclose Covered Information (for example, if you have the Sponsors' written consent or are legally required to do so), you agree to disclose only the minimum amount of information required to be disclosed.

4. Use of Covered Information. You agree that you will only use Covered Information in connection with the Planning Process and implementation of Attachment K of the Tariff and for the purposes of your own commercial electric planning processes based on the Planning Process. You may not use Covered Information for any other purpose.

5. Destruction of Covered Information. You agree to destroy Covered Information and derivative information on December 31 of the calendar year following the year of execution of this Agreement, including any extension of this Agreement agreed upon pursuant to Paragraph 1, or when you have completed your use of it in accordance with Paragraph 4, whichever comes first. "Derivative information" means new information created using Covered Information, such as a legal memorandum or sensitive business information and Covered Information that has been stored electronically.

6. Legal terms.

(a) The Sponsors do not convey any property rights, including patents and patent applications, when they give you Covered Information.

(b) All Covered Information is provided "as is" and with all faults. The Sponsors shall not be liable for the accuracy or completeness of Covered Information.

(c) The Sponsors are not responsible for your use of Covered Information. You agree to hold the Sponsors harmless and indemnify them for any and all damages and liabilities arising from any action you may take with respect to Covered Information.

(d) You acknowledge that no Sponsor is responsible or liable for any other Sponsor's designation of their information as CEII, including any improper designation.

(e) If you or your representative breach or threaten to breach this Agreement, any Sponsor is entitled to seek any available legal and/or equitable relief, such as an injunction or any other available remedy.

(f) You acknowledge the right of each Sponsor to act on the Sponsor's own behalf as a party to the Agreement, including the right to pursue a claim relating to your use of and/or duty of nondisclosure with respect to Covered Information provided by that Sponsor. You agree to waive any objection based on a Sponsor's status as a party to the Agreement.

(g) Your duty of non-disclosure continues even after this Agreement expires.

(h) The Sponsors may exercise their rights under this Agreement at any time, even if they delayed doing so or failed to do so in the past.

(i) This Agreement is to be governed by the laws of the State of Georgia, regardless of the choice of law principles of that State or any other.

(j) This is the entire agreement between you and the Sponsors concerning the duty of non-disclosure of Covered Information. No modification or waiver of any part of this Agreement is legally enforceable unless you and the Sponsors have agreed in writing.

(k) Capitalized terms herein shall have the meaning provided in other provisions of the Tariff unless specifically defined herein.

(l) If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still remain effective.

(m) You represent and warrant that you are authorized to enter into this Agreement; you have the power and authority to enter into this Agreement; and this Agreement does not violate any other agreement between you and a third party.

AGREED AND EXECUTED by
the following (and others as
identified in Appendices A and B):

ORGANIZATION: _____
by (signature): _____
Name: _____
its (title): _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX A

I am employed by _____ (Organization), an organization that has executed this Agreement. I have read the entire Agreement. I understand that I may not disclose Covered Information to anyone, in any way, except as authorized by the Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX B

I am employed by _____ (Consultant), which has been retained by _____ (Organization). The Organization has executed this Agreement and has hired the Consultant for help and/or advice for purposes of Paragraph 3(b) of the Agreement. I have read the entire Agreement. I understand that I may not disclose Covered Information to anyone, in any way, except as authorized by this Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____