

**AMENDMENT TO THE AMENDED AND RESTATED
UNIT POWER SALES AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY AND
ALABAMA POWER COMPANY, GEORGIA POWER COMPANY,
GULF POWER COMPANY, MISSISSIPPI POWER COMPANY, AND
SOUTHERN COMPANY SERVICES, INC.**

THIS AMENDMENT made and entered into as of the 31st day of December 1990, by and between Florida Power & Light Company ("FPL") and Alabama Power Company, Georgia Power Company ("GaPC"), Gulf Power Company, and Mississippi Power Company (collectively referred to as "Southern Companies") and Southern Company Services, Inc. ("SCS"), being an Amendment to the Amended and Restated Unit Power Sales Agreement among FPL, Southern Companies and SCS dated February 18, 1982 (the "Agreement").

W I T N E S S E T H:

WHEREAS, FPL, Southern Companies and SCS entered into the Agreement on February 18, 1982, which Agreement has been amended from time to time; and

WHEREAS, GaPC, FPL and Jacksonville Electric Authority ("JEA") have executed and entered into the Plant Robert W. Scherer Unit Number Four Purchase and Ownership Participation Agreement bearing date even herewith ("Ownership Agreement") providing for the sale of undivided ownership interests in Scherer Unit No. 4 by GaPC to FPL and JEA; and

WHEREAS, the parties desire to amend the Agreement to reflect the sale of ownership interests by GaPC to FPL and JEA and to reflect certain other agreements reached by the parties.

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the parties hereto agree to amend the Agreement as follows:

1. Due to the sale of ownership interests in Scherer Unit No. 4 by GaPC to FPL and JEA as provided for in the Ownership Agreement, some of the capacity of Scherer Unit No. 4 assigned to unit power sales under the Agreement will not be available thus requiring a revision to capacity made available for unit power sales under the Agreement. Consequently, effective upon the latter of the date of First FPL Closing or First JEA Closing under the Ownership Agreement, Exhibit A - Amendment No. 1 is hereby stricken in its entirety and Exhibit A - Amendment No. 2, which is attached hereto and is made a part hereof, is hereby substituted therefor. All references in the Agreement to Exhibit A or Exhibit A - Amendment No. 1 shall hereafter be construed to refer to Exhibit A - Amendment No. 2.

2. Section 3.10 Energy Banking, Section 3.11 FPL's Entitlement to Real-time Import Limit, Section 3.12 State Import Coordinator, and Section 3.13 Real-time Import Limit as set forth below are added to the Agreement as additional Sections:

Section 3.10 Energy Banking: This Section will become effective upon the date of the First FPL Closing as defined in the Ownership Agreement. In the event the First FPL Closing fails to occur for any reason, this Section 3.10 shall be null, void and to no effect and the energy banking provisions of the Amendment to the Short-term Unit Power Sales Agreement among FPL, Southern Companies and SCS executed on even date herewith, shall govern. Upon consummation of the First FPL Closing under the Ownership Agreement, all energy accumulated in the bank under revised Section 3.9 of the Amendment to the Short-term Unit Power Sales Agreement among FPL, Southern Companies and SCS executed on date even herewith, shall be transferred to and governed by this energy banking provision. Further, should FPL be unable to receive energy available under provisions of this Agreement due to a reduction in FPL's Entitlement to Real-time Import Limit (as defined in Section 3.11 hereof) as determined by the State Import Coordinator (as defined in Section 3.12 hereof), there will be no reduction in capacity charges under the Agreement; provided, however, FPL will be entitled to "bank" energy for later use when FPL's Entitlement to Real-time Import Limit will accommodate the transmission to FPL of energy available under this Agreement, energy associated with the ownership entitlements purchased by FPL pursuant to the Ownership Agreement, and energy accumulated in the bank under this Section 3.10. Energy under this Section will be banked in two accounts - - a summer month account (defined as the months of June, July and August) and a non-summer month account (defined as the other nine months of the year). Additionally, energy will be accounted for and banked during two separate periods of the summer and non-summer month accounts - - a peak period (defined as the fourteen (14) hours of each weekday between 7:00 a.m. and 9:00 p.m. prevailing Central Time) and an off-peak period (defined as the ten (10) hours of each weekday between 9:00 p.m. and 7:00 a.m. prevailing Central Time and all hours of weekend days and holidays). Energy may only be banked to accounts and periods if FPL pre-schedules energy under the provisions of the Agreement and FPL is forced to reduce or terminate such schedule due to a reduction in FPL's Entitlement to Real-time Import Limit. Both parties will keep cumulative totals of MWHs banked under this Section 3.10 in the respective peak and off-peak periods in summer and non-summer month accounts. In no event will FPL be allowed to bank more than 300 MW in any hour. FPL will be allowed to accumulate energy in the bank from the time of First FPL Closing under the Ownership Agreement to and including May 31, 1993. Energy accumulated in the bank may be scheduled

(withdrawn) by FPL pursuant to the provisions of Section 3.2 hereof; provided, however, that (i) accumulated energy may only be scheduled during the months of June, July and August to the extent that energy is available in the summer month account; and (ii) off-peak energy may only be scheduled during off-peak hours as defined above. The energy in the bank will not be scheduled at an amount to exceed 300 MW per hour and will only be scheduled to the extent that Replacement Energy is available under the priorities and conditions specified in the Interchange Contract dated October 18, 1979. FPL will have until the end of May 1994 to schedule all energy accumulated in the bank. If all accumulated energy in the bank has not been utilized by FPL on or before May 31, 1994, this banking mechanism will terminate and Southern Companies will have no further obligation to supply energy under this provision.

The rate for energy (\$/MWH) scheduled from the bank will be determined by the same method and procedures as that established for Replacement Energy pursuant to the provisions of the Interchange Contract dated October 18, 1979.

Section 3.11 FPL's Entitlement to Real-time Import Limit: FPL's Entitlement to Real-time Import Limit shall be defined as the total amount of the Real-time Import Limit which FPL is entitled to utilize including transmission service provided by JEA.

Section 3.12 State Import Coordinator: State Import Coordinator shall be defined as that entity appointed by the Florida Electric Power Coordinating Group ("FCG") which will, on a Real-time basis, determine the Real-time Import Limit utilizing FCG approved procedures.

Section 3.13 Real-time Import Limit: Real-time Import Limit shall be defined as the maximum real-time import capability of FPL, JEA and Florida Power Corporation to import power and energy from Southern Companies, which capability is established by the State Import Coordinator consistent with the North American Electric Reliability Council's definition of First Contingency Total Transfer Capability.

3. The provisions of the Ownership Agreement and the Plant Robert W. Scherer Unit Number Four Operating Agreement among GaPC, FPL and JEA bearing date even herewith ("Operating Agreement") will

govern all liabilities and remedies related to failures to close sales of ownership interests in Scherer Unit No. 4, and the Agreement, as amended hereby, will continue in full force and effect, except that (i) Exhibit A - Amendment No. 2 will be null, void and to no effect in the event that both the First FPL Closing and First JEA Closing are not consummated and (ii) the energy banking and related provisions set forth in Paragraph 2 hereof will be null, void and to no effect in the event that the First FPL Closing is not consummated.

4. It is understood that should there be a "buy-out" of existing coal supply contracts related to Plant Scherer (pursuant to provisions incorporated in the Ownership Agreement and/or Operating Agreement), the operating representatives on the Unit Power Sales Operating Committee will meet to adopt a fair and equitable procedure for recognizing such "buy-out" costs in charges to FPL under the Agreement.

5. Section 3.1 System Transmission Capacity Cost and Section 3.2 Derivation of Transmission Capacity Costs of Each Operating Company of Exhibit B - Amendment . . 1 (Unit Power Sale Periodic Rate Computation Procedure Manual of Southern Companies) of the Agreement are hereby stricken in their entirety and the following new Section 3.1 System Transmission Capacity Cost and Section 3.2 Derivation of Transmission Capacity Costs of Each Operating Company are substituted therefor:

Section 3.1 System Transmission Capacity Cost: The computation of the system transmission capacity cost for transmission facilities is based on the investment, expenses, and load related to transmission lines rated 115 kV and above and associated substations. This capacity cost excludes the investment and expenses associated with the generator step-up substations which are included in Article II.

The computation of the system transmission capacity cost is made for the Contract Year. The Contract Year is defined as January 1 through December 31. Billings and payments for capacity and interchange transactions between the Southern Companies (referred to individually as "operating company") are based on a Contract Year. Southern Companies utilize Peak-Period Load Ratios to allocate certain billings and payments between each of the operating companies. The peak-period is defined to be the fourteen (14) hours between 7:00 a.m. and 9:00 p.m. of each weekday, excluding holidays. The Peak-Period Load Ratios for the Contract Year are based upon the prior year's actual peak-period energy in the critical months of June, July and August for each operating company. The system peak-period energy is equal to the sum of all the operating companies' peak-period energy. The Peak-Period Load Ratios are determined by dividing each operating company's summation of the June, July and August actual weekday peak-period energy loads by the total system June, July and August actual weekday peak-period energy loads. The Peak-Period Load Ratios are shown on the Unit Power Sale Informational Schedule for the Contract Year.

The transmission capacity cost for each operating company for the Contract Year is multiplied by its Peak-Period Load Ratio for the Contract Year. These results for each operating company are summed to obtain the total system transmission capacity cost for the Contract Year. This total system transmission capacity cost will constitute the transmission charge for capacity sold by Southern Companies to purchasers of unit power under the Unit Power Sales Agreement. These charges will be shown on the Unit Power Sale Informational Schedule, and will be revised in accordance with this Unit Power Sale Manual in subsequent calendar years.

Section 3.2 Derivation of Transmission Capacity Costs of Each Operating Company: The derivation of the transmission capacity costs of each operating company is based on the investments, expenses, and load related to transmission lines and associated substation facilities rated 115 kV and above (excluding generator step-up

substations) of each operating company during the Contract Year, and the cost of capital and income taxes in the Contract Year. This derivation excludes the investments, expenses, and associated load in transmission owned by Oglethorpe Power Corporation (OPC), Municipal Electric Authority of Georgia (MEAG), and the City of Dalton, Ga. (Dalton). The investment and expense associated with the Southern Electric Generating Company (SEGCO) transmission facilities is assigned to GaPC. The derivation of the monthly transmission capacity cost of each operating company for a Contract Year is expressed in the following formula:

$$R = \left[\frac{I \times (CM + IT)}{D \times 12} + E \right] \times \left[\frac{100}{100 - Lc} \right]$$

Where:

R = Transmission capacity charge for the Contract Year. (\$/kw-month).

CM = The weighted average cost of capital (Percent) during the Contract Year.

IT = The income tax requirement associated with the preferred stock and common equity weighted cost of capital (Percent) during the Contract Year.

I = The 12-month average investment in transmission lines and associated substation facilities (excluding generator step-up substations) rated 115 kV and above (Dollars).

E = The annual expenses for transmission lines and associated substation facilities (excluding generator step-up substations) rated 115 kV and above (Dollars).

D = The 5-day average estimated load (kW).

Lc = Average transmission capacity loss percentage as determined in Article VII.

The source of the load, investment, and expense data incorporated in the above formula for each operating company (including FERC Account numbers and description of allocation procedures and calculation of the cost of capital) is as follows.

[THE NEXT PAGE IS THE SIGNATURE PAGE, PAGE 8]

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers effective as of the date of execution.

ATTEST:

FLORIDA POWER & LIGHT COMPANY

K. A. Leonard
Date: 1/24/91

By: C. O. Woody
C. O. Woody, Exec. Vice President

ATTEST:

SOUTHERN COMPANY SERVICES, INC.

Wayne B. Dyer
ASST SEC
Date: 1/24/91

By: R. O. Usry
R. O. Usry, Vice President

ATTEST:

ALABAMA POWER COMPANY

Wayne B. Dyer
ASST SEC
Date: 1/24/91

By: R. E. Huffman
R. E. Huffman, Vice President

ATTEST:

GEORGIA POWER COMPANY

Guerry A. Stuckey
Date: 1/24/91

By: F. D. Williams
F. D. Williams, Vice President

ATTEST:

GULF POWER COMPANY

Wayne B. Dyer
ASST SEC
Date: 1/24/91

By: Earl B. Parsons, Jr.
E. B. Parsons, Jr., Vice President

ATTEST:

MISSISSIPPI POWER COMPANY

Wayne B. Dyer
ASST SEC
Date: 1/24/91

By: W. K. Newman
W. K. Newman, Vice President

ALLOCATION OF EXPECTED CAPACITY
FOR UNIT POWER SALES TO FPL'

(MW)

YEAR	PERIOD	ALABAMA POWER COMPANY (APC)					GEORGIA POWER COMPANY (GaPC)							GULF POWER COMPANY (GuPC)				MISSISSIPPI POWER COMPANY (MPC)				TOTAL SALES
		MIL1 100%	MIL2 100%	MIL3 100%	MIL4 100%	ALA TOTAL	SCH1 8.4%	SCH1 BB	SCH2 8.4%	SCH2 BB	SCH3 75%	SCH4 100%	GaPC TOTAL	DAN1 50%	DAN2 50%	SCH3 25%	GuPC TOTAL	DAN1 50%	DAN2 50%	MPC TOTAL		
1983	JAN-MAY	-	-	-	-	-	37	185	-	-	-	-	222	64	64	-	128	-	-	-	350	
	JUN-DEC	-	-	-	-	-	37	185	-	-	-	-	222	64	64	-	128	-	-	-	350	
1984	JAN	68	-	-	-	68	47	348	-	-	-	-	395	93	94	-	187	-	-	-	650	
	FEB-MAY	68	-	-	-	68	47	130	47	197	-	-	421	80	81	-	161	-	-	-	650	
	JUN-DEC	88	-	-	-	88	30	117	30	163	-	-	340	82	82	-	164	29	29	58	650	
1985	JAN-APR	453	-	-	-	453	46	347	46	446	-	-	885	148	146	-	294	34	34	68	1700	
	MAY	453	-	-	-	453	46	347	46	446	-	-	885	148	146	-	294	34	34	68	1700	
	JUN-DEC	353	377	-	-	730	39	262	39	344	-	-	684	116	114	-	230	28	28	56	1700	
1986	JAN-MAY	277	377	-	-	654	39	248	39	330	-	-	656	145	143	-	288	51	51	102	1700	
	JUN-DEC	332	377	-	-	709	39	220	39	303	-	-	601	145	143	-	288	51	51	102	1700	
1987	JAN	261	381	-	-	642	39	208	39	291	346	-	923	146	145	115	406	-	29	29	2000	
	FEB-MAY	261	381	-	-	642	39	208	39	291	346	-	923	146	145	115	406	-	29	29	2000	
	JUN-DEC	345	380	-	-	725	39	181	39	264	346	-	869	132	130	115	377	-	29	29	2000	
1988	JAN-MAY	326	392	-	-	718	40	171	40	257	356	-	864	136	134	119	389	-	29	29	2000	
	JUN-DEC	352	392	-	-	744	40	143	40	229	356	-	808	151	149	119	419	-	29	29	2000	
1989	JAN	381	392	-	-	773	40	129	40	214	356	-	779	151	149	119	419	-	29	29	2000	
	FEB-APR	235	392	-	-	627	40	129	40	214	356	475	1254	-	-	119	119	-	-	-	2000	
	MAY	-	235	392	-	627	40	129	40	214	356	475	1254	-	-	119	119	-	-	-	2000	
	JUN-DEC	-	292	392	-	684	40	100	40	186	356	475	1197	-	-	119	119	-	-	-	2000	
1990	JAN-MAY	-	321	392	-	713	40	86	40	171	356	475	1168	-	-	119	119	-	-	-	2000	
	JUN-OCT	-	378	392	-	770	40	57	40	143	356	475	1111	-	-	119	119	-	-	-	2000	
	NOV-DEC	-	378	392	-	770	40	57	40	143	356	475	1111	-	-	119	119	-	-	-	2000	
1991	JAN-APR	14	392	392	-	798	40	43	40	129	388	434	1074	-	-	128	128	-	-	-	2000	
	MAY	-	14	392	392	798	40	43	40	129	388	434	1074	-	-	128	128	-	-	-	2000	
	JUN-DEC	-	72	392	392	856	40	14	40	100	388	434	1016	-	-	128	128	-	-	-	2000	
1992	JAN-MAY	-	100	392	392	884	40	-	40	86	388	434	988	-	-	128	128	-	-	-	2000	
	JUN-DEC	-	38	143	555	736	57	-	57	81	476	434	1105	-	-	159	159	-	-	-	2000	
1993	JAN-MAY	-	-	-	555	555	-	-	50	38	451	434	973	-	-	139	139	-	-	-	1667	
	JUN-DEC	-	-	-	555	555	-	-	-	-	110	223	333	-	-	112	112	-	-	-	1000	
1994	JAN-MAY	-	-	-	555	555	-	-	-	-	110	223	333	-	-	112	112	-	-	-	1000	
	JUN-DEC	-	-	-	278	278	-	-	-	-	55	111	166	-	-	56	56	-	-	-	500	
1995	JAN-MAY	-	-	-	278	278	-	-	-	-	55	111	166	-	-	56	56	-	-	-	500	

NOTES: MIL 1 - Miller 1, Actual Commercial Operation 10-12-78, "Expected Capacity": 666 MW
MIL 2 - Miller 2, Actual Commercial Operation 05-01-85, "Expected Capacity": 666 MW
MIL 3 - Miller 3, Actual Commercial Operation 05-01-89, "Expected Capacity": 666 MW
MIL 4 - Miller 4, Expected Commercial Operation 03-15-91, "Expected Capacity": 666 MW
SCH 1 - Scherer 1, Actual Commercial Operation 03-19-82, "Expected Capacity": 808 MW
SCH 1 BB - Buy Back
SCH 2 - Scherer 2, Actual Commercial Operation 02-01-84, "Expected Capacity": 808 MW
SCH 2 BB - Buy Back
SCH 3 - Scherer 3, Actual Commercial Operation 01-01-87, "Expected Capacity": 808 MW
SCH 4 - Scherer 4, Actual Commercial Operation 02-28-89, "Expected Capacity": 808 MW
DAN 1 - Daniel 1, Actual Commercial Operation 09-06-77, "Expected Capacity": 512 MW
DAN 2 - Daniel 2, Actual Commercial Operation 06-01-81, "Expected Capacity": 506 MW