

AMENDMENT TO UNIT POWER SALES AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
ALABAMA POWER COMPANY, GEORGIA POWER COMPANY,
GULF POWER COMPANY, MISSISSIPPI POWER COMPANY,
SAVANNAH ELECTRIC AND 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, Mississippi Power Company, and Savannah Electric and Power Company (collectively referred to as "Southern Companies") and Southern Company Services, Inc. ("SCS"), being an Amendment to the Unit Power Sales Agreement dated July 20, 1988 among FPL, Southern Companies and SCS ("UPS Agreement").

W I T N E S S E T H:

WHEREAS, FPL, Southern Companies and SCS entered into the UPS Agreement on July 20, 1988 to provide for sales to FPL of unit power capacity from designated coal fired steam electric generating units of the Miller Plant and Scherer Plant; and

WHEREAS, FPL, GaPC and Jacksonville Electric Authority ("JEA") have made and entered into a Plant Robert W. Scherer Unit Number Four Purchase and Ownership Participation Agreement bearing date even herewith ("Ownership Agreement") that provides for the sale

of undivided ownership interests in Scherer Unit No. 4 by GaPC to both FPL and JEA; and

WHEREAS, the parties desire to amend the UPS Agreement to reflect the purchase of ownership interests in Scherer Unit No. 4 and to provide for a diminished ability of FPL to exercise certain "early options" contained in the UPS Agreement.

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

1. Section 2.2.1 of the UPS Agreement is hereby stricken in its entirety and the following new Section 2.2.1 is substituted therefor:

2.2.1 In addition to the above rights and obligations, FPL shall have the option to commence taking a portion of the unit power sale on a date as early as January 1, 1993, provided that advance written notice is given to Southern Companies at least twenty-four (24) months prior to such take ("early option"). FPL shall have the right to commence taking a maximum of 750 MW of unit power under this early option during the period January 1, 1993 to May 31, 1993, and a maximum of 184 MW during the period June 1, 1993 to May 31, 1994, after which period this early option will terminate as to FPL. Further, the parties hereto agree that the early option will not be applied to allow the total of sales of unit power capacity under this UPS Agreement and ownership entitlements under the Ownership Agreement in any month to be less than the total of such sales and ownership for any previous month during the period January 1, 1993 to May 31, 1994. It is the intent of the parties hereto that additional unit power sales under the early option to FPL and contemporaneous parties (as defined in Section 10.10) will be supplied in equal amounts from the four units of the Miller Plant and the one unit of the Scherer Plant; however, it is recognized that in some time periods there will not be sufficient unsold capacity in

Unit 4 of the Miller Plant and/or Unit 3 of the Scherer Plant to meet the one-fifth (1/5) allocation from each unit of the early option to contemporaneous parties. During such time periods, the additional unit power sales will be supplied first from Unit 4 of the Miller Plant and/or Unit 3 of the Scherer Plant to the extent unsold (in no event more than one-fifth (1/5) of the early option) with the remainder supplied equally from Units 1, 2 and 3 of the Miller Plant. All sales from Unit 3 of the Scherer Plant will be allocated on the basis of 2 MW from GuPC's ownership in that unit to each 1 MW from GaPC's ownership in that unit to the extent capacity is unsold. Without regard to the timing of the notice to exercise this early option by FPL and other contemporaneous parties, FPL and other contemporaneous parties will be supplied additional unit power sales from the units specified in Section 2.1 in accordance with the foregoing principles and in proportion to the amount of unit power sales advanced by FPL and each of the other contemporaneous parties. Due to the complicated nature of this early option, the parties hereto have agreed to examples of the operation of the early option under different assumptions and have attached such examples to this UPS Agreement as a part of Exhibit A. In the event of any disputes concerning the operation of the early option, the principles illustrated by the examples will govern. It is understood, however, that this Amendment reduces the amount of early option available to FPL from that illustrated in Exhibit A.

2. Section 2.2.3 of the UPS Agreement is hereby stricken in its entirety and the following Section 2.2.3 is substituted therefor:

2.2.3 If, however, Southern Companies have an opportunity to sell unit power or Long Term Power during the period January 1, 1993 to May 31, 1994 to third party utilities, Southern Companies shall give notice to FPL of such opportunity and FPL will have sixty (60) days in which to exercise the early option as to that amount of capacity which Southern Companies has an opportunity to sell during the period. Any such unit power or Long Term Power offered to third parties will be offered to FPL and other contemporaneous parties (on a pro rata basis) at equal or improved terms. In the event FPL does not elect to exercise the early option (or purchase the newly-offered unit power capacity or Long Term Power) at the end of such sixty (60) day period, the early option shall expire as to such amount of capacity. However, such

option shall not expire as to any amount of capacity under the early option which remains unsold. As to such remaining amount of capacity, each contemporaneous party shall retain the early option for its pro rata share of such amount of capacity based on a ratio of its full unit power sale to the sum of the full unit power sales of all contemporaneous parties. Notwithstanding the above, an opportunity of Southern Companies to sell capacity to third party utilities for the period January 1, 1993 to May 31, 1993 shall not cause FPL's early option for the period June 1, 1993 to May 31, 1994 to expire as to such amount of capacity which FPL, in its sole discretion, determines that it cannot take under the early option due to transmission limitations on its electric system. A contemporaneous party exercising an early option does not trigger the early option provision for the other contemporaneous parties. For purposes of this provision, capacity purchases in addition to those incorporated in the contracts with contemporaneous parties shall be treated as purchases by third parties.

3. In the event the closings provided for in the Ownership Agreement are not consummated, 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 will govern all liabilities and remedies related to any such failures to close and the UPS Agreement, as amended hereby, will continue in full force and effect, except that paragraphs 1 and 2 of this Amendment will be null, void and to no effect in the event that the First FPL Closing is not consummated. If the First FPL Closing is not consummated, SCS agrees to meet with FPL, upon request, on or before June 1, 1991 to discuss the supply of early option capacity during the period January 1, 1993 to May 31, 1993. SCS will allow FPL to take early option capacity during such period if adequate transmission capability is available and the supply of such capacity does not violate other contractual commitments of

Southern Companies existing as of the date of this Amendment and such supply does not create an undue hardship for Southern Companies or contemporaneous parties. It is understood that the take of early option capacity during such period may not be contemporaneous with early options exercised by other contemporaneous parties.

[THE NEXT PAGE IS THE SIGNATURE PAGE, PAGE 6]

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

ATTEST:

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

FLORIDA POWER & LIGHT COMPANY

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

ATTEST:

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

SOUTHERN COMPANY SERVICES, INC.

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

ATTEST:

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

ALABAMA POWER COMPANY

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

ATTEST:

Sherry P. Strickland
Date: 1/24/91

GEORGIA POWER COMPANY

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

ATTEST:

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

GULF POWER COMPANY

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

ATTEST:

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

MISSISSIPPI POWER COMPANY

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

ATTEST:

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

SAVANNAH ELECTRIC AND POWER COMPANY

By: H. W. Kraft
H. W. Kraft, Vice President