

FPL GROUP INC  
 Form 424B2  
 November 06, 2009

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to be Registered                          | Maximum Aggregate Offering Price | Amount of Registration Fee(1)(2) |
|---|----------------------------------|----------------------------------|
| FPL Group Capital Inc Floating Rate Debentures, Series due November 9, 2012 | \$200,000,000                    |                                  |
| FPL Group, Inc. Guarantee of FPL Group Capital Inc Debentures(3)            |                                  | (4)                              |
| Total   | \$200,000,000                    | \$11,160                         |

- (1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.
- (2) This "Calculation of Registration Fee" table shall be deemed to update the "Calculation of Registration Fee" table in Registration Statement Nos. 333-160987, 333-160987-01, 333-160987-02, 333-160987-03, 333-160987-04, 333-160987-05, 333-160987-06, 333-160987-07 and 333-160987-08.
- (3) The value attributable to the FPL Group, Inc. guarantee, if any, is reflected in the offering price of the FPL Group Capital Inc Floating Rate Debentures, Series due November 9, 2012.
- (4) Pursuant to Rule 457(n) under the Securities Act, no separate fee for the FPL Group, Inc. guarantee is payable.
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Filed Pursuant to Rule 424(b)(2)  
Registration Statement Nos. 333-160987, 333-160987-01,  
333-160987-02, 333-160987-03,  
333-160987-04, 333-160987-05,  
333-160987-06, 333-160987-07,  
and 333-160987-08

**PROSPECTUS SUPPLEMENT**  
(To prospectus dated August 3, 2009)

**\$200,000,000 Floating Rate Debentures,  
Series due November 9, 2012**

**The Debentures will be Absolutely, Irrevocably and  
Unconditionally Guaranteed by  
FPL GROUP, INC.**

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FPL Group Capital Inc will pay interest, in cash, on the securities on February 9, May 9, August 9 and November 9 of each year, beginning February 9, 2010. The interest rate on the securities will be reset quarterly based on the three-month LIBOR rate plus 0.40%. FPL Group Capital does not have any optional redemption rights with respect to the securities.

FPL Group Capital's corporate parent, FPL Group, Inc., has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the securities. The securities and the guarantee are unsecured and unsubordinated and rank equally with other unsecured and unsubordinated indebtedness from time to time outstanding of FPL Group Capital and FPL Group, respectively. FPL Group Capital does not plan to list the securities on any securities exchange.

**See "Risk Factors" beginning on page 2 of the accompanying prospectus to read about certain factors you should consider before making an investment in the securities.**

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Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

|   | <b>Per Debenture</b> | <b>Total</b>  |
|---|----------------------|---------------|
| Price to Public                                 | 100%                 | \$200,000,000 |
| Underwriting Discount                           | 0.35%                | \$ 700,000    |
| Proceeds to FPL Group Capital (before expenses) | 99.65%               | \$199,300,000 |

In addition to the Price to Public set forth above, each purchaser will pay an amount equal to the interest, if any, accrued on the securities from the date that the securities are originally issued to the date that they are delivered to that purchaser.

The securities are expected to be delivered in book-entry only form through The Depository Trust Company, on or about November 10, 2009.

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**Barclays Capital**

**Deutsche Bank Securities**

**RBS**

The date of this prospectus supplement is November 5, 2009.

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You should rely only on the information incorporated by reference or provided in this prospectus supplement and in the accompanying prospectus and in any written communication from FPL Group Capital, FPL Group or the underwriters specifying the final terms of the offering. None of FPL Group Capital, FPL Group or the underwriters has authorized anyone else to provide you with additional or different information. None of FPL Group Capital, FPL Group or the underwriters is making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus supplement or in the accompanying prospectus is accurate as of any date other than the date on the front of those documents or that the information incorporated by reference is accurate as of any date other than the date of the document incorporated by reference.

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**TABLE OF CONTENTS**

|   | <b>Page</b> |
|---|-------------|
| <b>Prospectus Supplement</b>  |             |
| Use of Proceeds   | S-3         |
| Consolidated Ratio of Earnings to Fixed Charges   | S-3         |
| Consolidated Capitalization of FPL Group and Subsidiaries   | S-3         |
| Certain Terms of the Debentures   | S-4         |
| Underwriting  | S-9         |
| <b>Prospectus</b>   |             |
| About this Prospectus   | 1           |
| Risk Factors  | 2           |
| FPL Group   | 8           |
| FPL Group Capital   | 8           |
| FPL Group Capital Trust II, FPL Group Capital Trust III, FPL Group Trust I and FPL Group Trust II                             | 8           |
| Use of Proceeds   | 9           |
| Consolidated Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends | 10          |
| Where You Can Find More Information   | 10          |
| Incorporation by Reference  | 11          |
| Forward-Looking Statements  | 11          |
| Description of FPL Group Common Stock   | 13          |
| Description of FPL Group Preferred Stock  | 19          |
| Description of Stock Purchase Contracts and Stock Purchase Units  | 21          |
| Description of FPL Group Warrants   | 22          |
| Description of FPL Group Senior Debt Securities   | 22          |
| Description of FPL Group Subordinated Debt Securities   | 22          |
| Description of FPL Group Capital Preferred Stock  | 22          |
| Description of FPL Group Guarantee of FPL Group Capital Preferred Stock   | 24          |
| Description of FPL Group Capital Senior Debt Securities   | 25          |
| Description of FPL Group Guarantee of FPL Group Capital Senior Debt Securities  | 37          |
| Description of FPL Group Capital Subordinated Debt Securities and FPL Group Subordinated Guarantee                            | 39          |
| Description of Preferred Trust Securities   | 40          |
| Description of Preferred Trust Securities Guarantee   | 50          |
| Description of FPL Group and FPL Group Capital Junior Subordinated Debentures and FPL Group Subordinated Guarantee            | 54          |
| Information Concerning the Trustees   | 73          |
| Plan of Distribution  | 74          |
| Experts   | 76          |

**USE OF PROCEEDS**

The information in this section adds to the information in the Use of Proceeds section on page 9 of the accompanying prospectus. Please read these two sections together.

The \$200,000,000 aggregate principal amount of Floating Rate Debentures, Series due November 9, 2012 offered by this prospectus supplement and the accompanying prospectus are referred to in this prospectus supplement as the Debentures.

FPL Group Capital will add the net proceeds from the sale of the Debentures, which are expected to be approximately \$198.9 million (after deducting the underwriting discount and other offering expenses) to its general funds.

FPL Group Capital expects to use its general funds to repay a portion of its total outstanding commercial paper obligations. As of November 3, 2009, FPL Group Capital had \$621 million of commercial paper outstanding which had maturities of up to 17 days and which had annual interest rates ranging from 0.15% to 0.18%. FPL Group Capital will temporarily invest in short-term instruments any proceeds that are not immediately used for such repayment of commercial paper.

**CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES**

The information in this section adds to the information in the Consolidated Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends section on page 10 of the accompanying prospectus.

FPL Group's consolidated ratio of earnings to fixed charges for the nine months ended September 30, 2009 was 3.01.

**CONSOLIDATED CAPITALIZATION OF FPL GROUP AND SUBSIDIARIES**

The following table shows FPL Group's consolidated capitalization as of September 30, 2009, and as adjusted to reflect the issuance of the Debentures and the other transactions described below. This table, which is presented in this prospectus supplement solely to provide limited introductory information, is qualified in its entirety by, and should be considered in conjunction with, the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus.

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|   | September 30, 2009 |        | Adjusted(a) |        |         |        |
|---|--------------------|--------|-------------|--------|---------|--------|
|   |                    |        | Amount      |        | Percent |        |
|   | (In Millions)      |        |             |        |         |        |
| Common shareholders' equity                   | \$                 | 12,732 | \$          | 12,732 |         | 43.9%  |
| Long-term debt (excluding current maturities) |                    | 15,601 |             | 16,301 |         | 56.1%  |
| Total capitalization                          | \$                 | 28,333 | \$          | 29,033 |         | 100.0% |

(a) To give effect to (i) the issuance of the Debentures offered by this prospectus supplement and (ii) the issuance by Pipeline Funding Company, LLC, a wholly-owned subsidiary of FPL Group Capital, of \$500 million principal amount of 7.500% senior secured bonds. Adjusted amounts do not reflect the deduction of any discounts or commissions in connection with the issuance of the Debentures. Adjusted amounts do not reflect principal repayments of amortizing loans, the effect of adjustments related to premiums, discounts or fair value swaps or foreign currency translation adjustments. Adjusted amounts also do not reflect any possible additional borrowings or issuance and sale of additional securities by FPL Group and its subsidiaries, including FPL Group Capital, from time to time after the date of this prospectus supplement.

## CERTAIN TERMS OF THE DEBENTURES

The information in this section adds to the information in the *Description of FPL Group Capital Senior Debt Securities* section beginning on page 25 of the accompanying prospectus. Please read these two sections together.

**General.** FPL Group Capital will issue the Debentures under the Indenture, dated as of June 1, 1999, between FPL Group Capital and The Bank of New York Mellon (formerly known as The Bank of New York), as indenture trustee, and referred to in this prospectus supplement as the Indenture Trustee. An officer's certificate will supplement the Indenture and establish the specific terms of the Debentures. Under the Indenture, FPL Group Capital may issue an unlimited amount of additional debt securities. The Indenture does not limit the aggregate amount of indebtedness FPL Group Capital and its subsidiaries may issue, guarantee or incur. The Guarantee Agreement referred to below under *Mandatory Redemption* does not limit the aggregate amount of indebtedness FPL Group and its subsidiaries may guarantee, issue or incur.

FPL Group Capital's corporate parent, FPL Group, has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the Debentures. The Debentures and the guarantee are unsecured and unsubordinated and rank equally with other unsecured and unsubordinated indebtedness from time to time outstanding of FPL Group Capital and FPL Group, respectively. See *Description of FPL Group Guarantee of FPL Group Capital Senior Debt Securities* in the accompanying prospectus.

The Indenture Trustee will initially be the security registrar and the paying agent for the Debentures. All transactions with respect to the Debentures, including registration, transfer and exchange of the Debentures, will be handled by the security registrar at an office in The City of New York designated by FPL Group Capital. FPL Group Capital has initially designated the Corporate Trust Office of the Indenture Trustee as that office. In addition, holders of the Debentures should address any notices to FPL Group Capital regarding the Debentures to that office. FPL Group Capital will notify holders of the Debentures of any change in the location of that office.

**Interest and Payment.** FPL Group Capital will pay interest quarterly in cash on the Debentures at the Three-Month LIBOR Rate (reset quarterly) plus 40 basis points (0.40%). The interest rate for the initial interest period will be the Three-Month LIBOR Rate plus 40 basis points (0.40%) determined as described below, on November 6, 2009. The Debentures will mature on November 9, 2012. FPL Group Capital will pay interest on the Debentures on February 9, May 9, August 9 and November 9 of each year through the maturity date of the Debentures (each an interest payment date, and also a LIBOR Rate Reset Date). The first interest payment date and first LIBOR Rate Reset Date will be February 9, 2010. The record date for interest payable on the Debentures on any interest payment date shall be the close of business (1) on the business day immediately preceding such interest payment date so long as all of the Debentures remain in book-entry only form, or (2) on the 15th calendar day immediately preceding each interest payment date if any of the Debentures do not remain in book-entry only form. See *Book-Entry Only Issuance* The Depository Trust Company. Interest on the Debentures will accrue from and including the date of original issuance to but excluding the first interest payment date. Starting on the first interest payment date, interest on each Debenture will accrue from and including the last interest payment date to which FPL Group Capital has paid, or duly provided for the payment of, interest on that Debenture. No interest will accrue on a Debenture for the day that the Debenture matures.

The interest rate in effect on any LIBOR Rate Reset Date will be the applicable interest rate as reset on that date, and the interest rate applicable to any other day will be the interest rate as reset on the immediately preceding LIBOR Rate Reset Date. The amount of interest payable for any quarterly interest period will be computed by multiplying the floating rate for that quarterly interest period by a fraction, the numerator of which will be the actual number of days elapsed during that quarterly interest period (determined by including the first day of the interest period and excluding the last day), and the denominator of which will be 360, and by multiplying the result by the aggregate principal amount of the Debentures. The interest rate for any quarterly interest period will at no time be higher than the maximum rate then permitted by applicable law.

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If an interest payment date, other than a redemption date or the maturity date of the Debentures, falls on a day that is not a business day, the interest payment date will be postponed to the next day that is a business day,

S-4

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except that if that business day occurs in the next succeeding calendar month, the interest payment date will be the immediately preceding business day. Also, if a redemption date or the maturity date of the Debentures falls on a day that is not a business day, the payment of principal and interest will be made on the next succeeding business day, and no interest or payment will be paid in respect of the delay, and no interest on such payment will accrue for the period from and after the redemption date or the maturity date, as applicable. A business day is any day that is not a Saturday, a Sunday, or a day on which banking institutions or trust companies in New York City are generally authorized or required by law or executive order to remain closed.

If any LIBOR Rate Reset Date falls on a day that is not a LIBOR Business Day (as defined below), the LIBOR Rate Reset Date will be postponed to the next day that is a LIBOR Business Day, except that if that LIBOR Business Day occurs in the next succeeding calendar month, the LIBOR Rate Reset Date will be the immediately preceding LIBOR Business Day.

*Determining the Floating Rate.* The Three-Month LIBOR Rate for each interest period commencing on a LIBOR Rate Reset Date, or November 10, 2009 in the case of the initial interest period, means the rate determined in accordance with the following provisions:

- On the related LIBOR Interest Determination Date (as defined below), the Calculation Agent (as defined below) or its affiliate will determine the Three-Month LIBOR Rate, being the rate for deposits in U.S. Dollars having a three-month maturity which appears on the Reuters Page LIBOR01 (as defined below) as of 11:00 a.m., London time, on the LIBOR Interest Determination Date; or
- If no rate appears on the Reuters Page LIBOR01 on the LIBOR Interest Determination Date, the Calculation Agent or its affiliate will request the principal London offices of four major reference banks in the London Inter-Bank Market to provide it with their offered quotations for deposits in U.S. Dollars for the period of three months, commencing on the applicable LIBOR Rate Reset Date, to prime banks in the London Inter-Bank Market at approximately 11:00 a.m., London time, on that LIBOR Interest Determination Date and in a principal amount that is representative for a single transaction in U.S. Dollars in that market at that time in a principal amount comparable to the then outstanding Debentures. If at least two quotations are provided, then the Three-Month LIBOR Rate will be the average (rounded, if necessary, to the nearest one hundredth (0.01) of a percent) of those quotations. If fewer than two quotations are provided, then the Three-Month LIBOR Rate will be the average (rounded, if necessary, to the nearest one hundredth (0.01) of a percent) of the rates quoted at approximately 11:00 a.m., New York City time, on the LIBOR Interest Determination Date by three major banks in New York City selected by the Calculation Agent or its affiliate for loans in U.S. Dollars to leading European banks, having a three-month maturity and in a principal amount that is representative for a single transaction in U.S. Dollars in that market at that time in a principal amount comparable to the then outstanding Debentures. If the banks selected by the Calculation Agent or its affiliate are not providing quotations in the manner described by this paragraph, the rate for the quarterly interest period following the LIBOR Interest Determination Date will be the rate already in effect on that LIBOR Interest Determination Date.

All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655)) and all dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent being rounded upwards).

Calculation Agent means a banking institution or trust company appointed by FPL Group Capital to act as calculation agent, initially being The Bank of New York Mellon.

LIBOR Business Day means any business day on which dealings in deposits in U.S. Dollars are transacted in the London Inter-Bank Market.



LIBOR Interest Determination Date means (i) the second LIBOR Business Day preceding each LIBOR Rate Reset Date, or (ii) November 6, 2009 in the case of the initial interest period.

Reuters Page LIBOR01 means the display designated as LIBOR01 on Reuters 3000 Xtra (or such other page as may replace LIBOR01 on such service or such other service displaying the London Inter-Bank offered rates of major banks, as may replace Reuters 3000 Xtra).

Absent willful misconduct, bad faith or manifest error, the Calculation Agent's or its affiliate's determination of the Three-Month LIBOR Rate and its calculation of the applicable interest rate for each interest period will be final and binding on FPL Group Capital, the Indenture Trustee, the Calculation Agent and holders of the Debentures. The holders of Debentures may obtain the interest rate for the current and preceding interest periods by writing the Calculation Agent at The Bank of New York Mellon, Attn: Corporate Trust Administration, 101 Barclay Street, New York, New York 10286, or any successor appointed by FPL Group Capital.

**Optional Redemption.** The Company does not have optional redemption rights with respect to the Debentures.

**Mandatory Redemption.** The following constitute Guarantor Events with respect to the Debentures:

- (1) the Guarantee Agreement, dated as of June 1, 1999, between FPL Group, as Guarantor, and The Bank of New York Mellon, as Guarantee Trustee, ceases to be in full force and effect;
- (2) a court issues a decree ordering or acknowledging the bankruptcy or insolvency of the Guarantor, or appointing a custodian, receiver or other similar official for the Guarantor, or ordering the winding up or liquidation of its affairs, and the decree remains in effect for 90 days; or
- (3) the Guarantor seeks or consents to relief under federal or state bankruptcy or insolvency laws, or to the appointment of a custodian, receiver or other similar official for the Guarantor, or makes an assignment for the benefit of its creditors, or admits in writing that it is bankrupt or insolvent.

FPL Group Capital shall, if a Guarantor Event occurs and is continuing, redeem all of the outstanding Debentures within 60 days after the occurrence of the Guarantor Event at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption unless, within 30 days after the occurrence of the Guarantor Event, Standard & Poor's Ratings Services (a Division of The McGraw Hill Companies, Inc.) and Moody's Investors Service, Inc. (if the outstanding Debentures are then rated by those rating agencies, or, if the outstanding Debentures are then rated by only one of those rating agencies, then such rating agency, or, if the outstanding Debentures are not then rated by either one of those rating agencies but are then rated by one or more other nationally recognized rating agencies, then at least one of those other nationally recognized rating agencies) shall have reaffirmed in writing that, after giving effect to such Guarantor Event, the credit rating on the outstanding Debentures is investment grade (i.e. in one of the four highest categories, without regard to subcategories within such rating categories, of such rating agency).

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If a Guarantor Event occurs and FPL Group Capital is not required to redeem the outstanding Debentures as described above, FPL Group Capital will provide to the Indenture Trustee and the holders of the outstanding Debentures annual and quarterly reports containing the information that FPL Group Capital would be required to file with the Securities and Exchange Commission under Section 13 or Section 15(d) of the Securities Exchange Act of 1934 if it were subject to the reporting requirements of those Sections. If FPL Group Capital is, at that time, subject to the reporting requirements of those Sections, the filing of annual and quarterly reports with the Securities and Exchange Commission pursuant to those Sections will satisfy this requirement.

**Events of Default.** In addition to the events of default relating to any series of debt securities issued under the Indenture, as set forth under the Description of FPL Group Capital Senior Debt Securities Events of Default section on page 31 of the accompanying prospectus, each of the following events will be an event of default under the Indenture with respect to the Debentures:

S-6

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(1) the Guarantor consolidates with or merges into any other entity or conveys, transfers or leases substantially all of its properties and assets to any entity, unless

(a) the entity formed by such consolidation or into which the Guarantor is merged, or the entity to which the Guarantor conveys, transfers or leases substantially all of its properties and assets is an entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and expressly assumes the obligations of the Guarantor under the Guarantee Agreement; and

(b) immediately after giving effect to such transaction, no event of default under the Indenture and no event that, after notice or lapse of time or both, would become an event of default under the Indenture, shall have occurred and be continuing; or

(2) FPL Group Capital fails to redeem any of the Debentures that it is required to redeem as described under Certain Terms of the Debentures Mandatory Redemption above.

**Book-Entry Only Issuance The Depository Trust Company.** The Debentures will trade through The Depository Trust Company, or DTC. The Debentures will be represented by one or more global certificates and registered in the name of Cede & Co., DTC's nominee. Upon issuance of the global securities, DTC or its nominee will credit, on its book-entry registration and transfer system, the principal amount of the Debentures represented by such global securities to the accounts of institutions that have an account with DTC or its participants. The accounts to be credited shall be designated by the underwriters. Ownership of beneficial interests in the global securities will be limited to participants or persons that may hold interests through participants. The global certificates will be deposited with the Indenture Trustee as custodian for DTC.

DTC is a New York clearing corporation and a clearing agency registered under Section 17A of the Securities Exchange Act of 1934. DTC holds securities for its participants. DTC also facilitates the post-trade settlement of securities transactions among its participants through electronic computerized book-entry transfers and pledges in the participants' accounts. This eliminates the need for physical movement of securities certificates. The participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (DTCC). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Others who maintain a custodial relationship with a participant can use the DTC system. The rules that apply to DTC and those using its systems are on file with the Securities and Exchange Commission.

Purchases of the Debentures within the DTC system must be made through participants, who will receive a credit for the Debentures on DTC's records. The beneficial ownership interest of each purchaser will be recorded on the appropriate participant's records. Beneficial owners will not receive written confirmation from DTC of their purchases, but beneficial owners should receive written confirmations of the transactions, as well as periodic statements of their holdings, from the participants through whom they purchased Debentures. Transfers of ownership in the Debentures are to be accomplished by entries made on the books of the participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates for their Debentures, except if use of the book-entry system for the Debentures is discontinued.

To facilitate subsequent transfers, all Debentures deposited by participants with DTC are registered in the name of DTC's nominee, Cede & Co. The deposit of the Debentures with DTC and their registration in the name of Cede & Co. effects no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Debentures. DTC's records reflect only the identity of the participants to whose accounts such Debentures are credited. These participants may or may not be the beneficial owners. Participants will remain responsible for keeping

account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to participants, and by participants to beneficial owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners of Debentures may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Debentures, such as redemptions, tenders,

S-7

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defaults and proposed amendments to the Indenture or the Guarantee Agreement. Beneficial owners of the Debentures may wish to ascertain that the nominee holding the Debentures has agreed to obtain and transmit notices to the beneficial owners.

Redemption notices will be sent to Cede & Co., as registered holder of the Debentures. If less than all of the Debentures are being redeemed, DTC's practice is to determine by lot the amount of Debentures of each participant to be redeemed.

Neither DTC nor Cede & Co. will itself consent or vote with respect to Debentures, unless authorized by a participant in accordance with DTC's procedures. Under its usual procedures, DTC would mail an omnibus proxy to FPL Group Capital as soon as possible after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. to those participants to whose accounts the Debentures are credited on the record date. FPL Group Capital and FPL Group believe that these arrangements will enable the beneficial owners to exercise rights equivalent in substance to the rights that can be directly exercised by a registered holder of the Debentures.

Payments of redemption proceeds, principal of, and interest on the Debentures will be made to Cede & Co., or such other nominee as may be requested by DTC. DTC's practice is to credit participants' accounts upon DTC's receipt of funds and corresponding detail information from FPL Group Capital or its agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices. Payments will be the responsibility of participants and not of DTC, the Indenture Trustee, FPL Group Capital or FPL Group, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest to Cede & Co. (or such other nominee as may be requested by DTC) is the responsibility of FPL Group Capital. Disbursement of payments to participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of participants.

Except as provided in this prospectus supplement, a beneficial owner will not be entitled to receive physical delivery of the Debentures. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights under the Debentures.

DTC may discontinue providing its services as securities depository with respect to the Debentures at any time by giving reasonable notice to FPL Group Capital. In the event no successor securities depository is obtained, certificates for the Debentures will be printed and delivered. FPL Group Capital and FPL Group may decide to replace DTC or any successor depository. Additionally, subject to the procedures of DTC, FPL Group Capital and FPL Group may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depository) with respect to some or all of the Debentures. In that event, certificates for such Debentures will be printed and delivered. If certificates for Debentures are printed and delivered,

- the Debentures will be issued in fully registered form without coupons;
- a holder of certificated Debentures would be able to exchange those Debentures, without charge, for an equal aggregate principal amount of Debentures of the same series, having the same issue date and with identical terms and provisions; and
- a holder of certificated Debentures would be able to transfer those Debentures without cost to another holder, other than for applicable stamp taxes or other governmental charges.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that FPL Group Capital and FPL Group believe to be reliable. None of FPL Group Capital, FPL Group or the underwriters take any responsibility for the accuracy of this information.

S-8

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**UNDERWRITING**

The information in this section adds to the information in the Plan of Distribution section beginning on page 74 of the accompanying prospectus. Please read these two sections together.

FPL Group Capital is selling the Debentures to the underwriters named in the table below pursuant to an underwriting agreement among FPL Group Capital, FPL Group and the underwriters named below. Subject to certain conditions, FPL Group Capital has agreed to sell to each of the underwriters, and each of the underwriters has severally agreed to purchase, the principal amount of Debentures set forth opposite that underwriter's name in the table below:

| <b>Underwriter</b>            | <b>Principal Amount of<br/>Debentures</b> |             |
|-------------------------------|---|-------------|
| Barclays Capital Inc.         | \$  | 66,666,667  |
| Deutsche Bank Securities Inc. |   | 66,666,667  |
| RBS Securities Inc.           |   | 66,666,666  |
| Total                         | \$  | 200,000,000 |

Under the terms and conditions of the underwriting agreement, the underwriters must buy all of the Debentures if they buy any of them. The underwriting agreement provides that the obligations of the underwriters pursuant thereto are subject to certain conditions. In the event of a default by an underwriter, the underwriting agreement provides that, in certain circumstances, the purchase commitment of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated. The underwriters will sell the Debentures to the public if the underwriters buy the Debentures from FPL Group Capital.

FPL Group Capital will compensate the underwriters by selling the Debentures to them at a price that is less than the price to the public by the amount of the Underwriting Discount set forth in the table below. The underwriters will sell the Debentures to the public at the price to the public set forth on the cover page of this prospectus supplement and may sell the Debentures to certain dealers at a price that is less than the price to the public by no more than the amount of the Initial Dealers Concession set forth in the table below. The underwriters and such dealers may sell the Debentures to certain other dealers at a price that is less than the price to the public by no more than the amounts of the Initial Dealers Concession and the Reallowed Dealers Concession set forth in the table below.

|                              | <b>(expressed as a percentage<br/>of principal amount)</b> |
|------------------------------|--|
| Underwriting Discount        | 0.35%  |
| Initial Dealers Concession   | 0.20%  |
| Reallowed Dealers Concession | 0.15%  |

An underwriter may reject offers for the Debentures. After the initial public offering of the Debentures, the underwriters may change the offering price and other selling terms of the Debentures.

The Debentures are a new issue of securities with no established trading market. The underwriters have advised FPL Group Capital that they intend to make a market in the Debentures but are not obligated to do so and may discontinue such market-making activities at any time without notice. FPL Group Capital cannot give any assurance as to the maintenance of the trading market for, or the liquidity of, the Debentures.

In connection with the offering, the underwriters, may purchase and sell the Debentures in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment includes syndicate sales of Debentures in excess of the principal amount of Debentures to be

S-9

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purchased by the underwriters in the offering, which creates a syndicate short position. Syndicate covering transactions involve purchases of the Debentures in the open market after the distribution has been completed in order to cover syndicate short positions. Stabilizing transactions consist of certain bids or purchases of Debentures made for the purpose of preventing or retarding a decline in the market price of the Debentures while the offering is in progress.

The underwriters may also impose a penalty bid. Penalty bids permit the underwriters to reclaim an initial dealers' concession from a syndicate member when, in covering syndicate short positions or making stabilizing purchases, an underwriter repurchases the Debentures originally sold by that syndicate member.

Any of these activities may cause the price of the Debentures to be higher than the price that otherwise would exist in the open market in the absence of such transactions. These transactions may be effected in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

FPL Group Capital estimates that its expenses in connection with the sale of the Debentures, other than underwriting discounts, will be \$400,000. This estimate includes expenses relating to printing, rating agency fees, trustee's fees and legal fees, among other expenses.

FPL Group Capital and FPL Group have agreed to indemnify the underwriters against, or to contribute to payments the underwriters may be required to make in respect of, certain liabilities, including liabilities under the Securities Act of 1933.

The underwriters and their affiliates engage in transactions with, and perform services for, FPL Group, its subsidiaries (including FPL Group Capital) and its affiliates in the ordinary course of business and have engaged, and may engage in the future, in commercial banking and investment banking transactions with FPL Group, its subsidiaries and its affiliates.

S-10

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**PROSPECTUS**

**FPL GROUP, INC.**

**Common Stock, Preferred Stock, Stock Purchase Contracts, Stock Purchase Units, Warrants, Senior Debt Securities, Subordinated Debt Securities and Junior Subordinated Debentures**

**FPL GROUP CAPITAL INC**

**Preferred Stock, Senior Debt Securities, Subordinated Debt Securities and Junior Subordinated Debentures**

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**Guaranteed as described in this prospectus by**

**FPL GROUP, INC.**

**FPL GROUP CAPITAL TRUST II**

**FPL GROUP CAPITAL TRUST III**

**FPL GROUP TRUST I**

**FPL GROUP TRUST II**

**Preferred Trust Securities**

**Guaranteed as described in this prospectus by**

**FPL GROUP, INC.**

One or more of FPL Group, Inc., FPL Group Capital Inc, FPL Group Capital Trust II, FPL Group Capital Trust III, FPL Group Trust I and FPL Group Trust II may offer any combination of the securities described in this prospectus in one or more offerings from time to time in amounts authorized from time to time. This prospectus may also be used by a selling securityholder of the securities described herein.

One or more of FPL Group, FPL Group Capital, FPL Group Capital Trust II, FPL Group Capital Trust III, FPL Group Trust I and FPL Group Trust II will provide specific terms of the securities, including the offering prices, in supplements to this prospectus. The supplements may also add, update or change information contained in this prospectus. You should read this prospectus and any supplements carefully before you invest.

FPL Group's common stock is listed on the New York Stock Exchange and trades under the symbol "FPL."

FPL Group, FPL Group Capital, FPL Group Capital Trust II, FPL Group Capital Trust III, FPL Group Trust I and FPL Group Trust II may offer these securities directly or through underwriters, agents or dealers. The supplements to this prospectus will describe the terms of any particular plan of distribution, including any underwriting arrangements. The "Plan of Distribution" section beginning on page 74 of this prospectus also provides more information on this topic.

**See "Risk Factors" beginning on page 2 of this prospectus to read about certain factors you should consider before purchasing any of the securities being offered.**

FPL Group's, FPL Group Capital's, FPL Group Capital Trust II's, FPL Group Capital Trust III's, FPL Group Trust I's and FPL Group Trust II's principal executive offices are located at 700 Universe Boulevard, Juno Beach, Florida 33408-0420, telephone number (561) 694-4000, and their mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420.

**Neither the Securities and Exchange Commission nor any state securities comm**