

AMENDMENT AGREEMENT

This agreement ("Amendment Agreement") is dated as of 25 June 2007 and is made between Société Nationale d'Electricité et de Thermique, SA, ("Endesa France") ("Party A") and Barclays Bank PLC. ("Party B").

By this Amendment Agreement, the parties agree to amend the terms of the EFET General Agreement dated as of 30 June 2004, as may have been amended from time to time, and signed between the parties hereto (the "EFET"), as follows:

I Amendments.

- (1) § 13.3 Payment Netting of the Election Sheet to the EFET is hereby deleted in its entirety and replaced with the following:

"§ 13.3 Payment Netting: [x] § 13.3 shall apply."

II Conditions Precedent

It shall be a condition precedent to the effectiveness of this Amendment Agreement that all representations and warranties made herein shall be true and correct, and that no Material Reason for termination as outlined in § 10.5 has (i) occurred under the EFET and is continuing or (ii) will arise as a result of the parties entering into this Amendment Agreement.

III Representations and Warranties

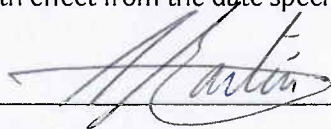
Each party makes the representations and warranties set forth in § 21 of the EFET, except that all references in the EFET to "the Agreement" (or words or phrases of similar meaning) shall be deemed to be references to this Amendment Agreement and the EFET as amended hereby.

IV Miscellaneous

- (1) Except as specifically amended hereby, the EFET shall continue in full force and effect in accordance with the provisions hereof on the date hereof and nothing herein contained shall be construed as a waiver or modification of existing rights under the EFET, except as such rights are expressly modified hereby.
- (2) This Amendment Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. The Amendment Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.



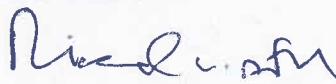
IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.



For and on behalf of

Société Nationale d'Electricité et de
Thermique, SA, ("Endesa France")

DATE: 11/7/07
NAME: A. MARTIN RIVALS
TITLE: CEO



For and on behalf of

Barclays Bank PLC

DATE: 3/7/07
NAME: R. H. Firth
TITLE: Director & Attorney-in-Fact