

Amendment Agreement dated March 20th 2007

**To the
EFET General Agreement Concerning the Delivery and Acceptance of Electricity
Version 2.1/December 20, 2000**

BETWEEN:

- 1) **COMPAGNIE NATIONALE DU RHÔNE**, with registered office at 2, rue André Bonin, F-69316 Lyon Cedex 04, France;

Hereinafter referred to as “CNR” or “Party A”; and

- 2) **SOCIETE NATIONALE D'ELECTRICITE ET DE THERMIQUE ("ENDESA FRANCE")**, with registered office at 2, rue Jacques Daguerre 92565 Rueil Malmaison

Hereinafter referred to as “SNET” or “Party B”;

Hereinafter collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

1. The Parties hereto have previously entered into an EFET General Agreement Concerning the Delivery and Acceptance of Electricity (including its Annexes and the Election Sheet) effective as of 1st June 2002 (the “General Agreement”); and
2. The Parties hereby agree to amend the General Agreement.

IT HAS BEEN AGREED AS FOLLOWS BETWEEN THE PARTIES:

1. The paragraphs § 13.2, § 13.3, § 13.4, § 14.3 § 17.1, § 17.2, § 22.1 and § 23.2 will be amended as follows, and a § 14.5 and a part II additional provisions to the general agreement are added, all other provisions of the General Agreement and the Election Sheet remain unchanged.

§13

Invoicing and Payment

§ 13.2 Payment: initial billing and payment information for each Party is set out in § 23 of this Election Sheet

The following wording shall be added at the end of §13.2: “Notwithstanding the provision of §23, any payment of the Parties shall be subject to the prior receipt by the Paying Party of an invoice sent by post or by fax. If the invoice is sent by fax, an original invoice shall be sent by post. The payment of the invoice will not depend on the receipt of its original.”

§ 13.3 Payment Netting: ☒ § 13.3 shall apply.

§ 13.4 Invoicing and Payment of Scheduled Contract Quantities: shall apply as written in the General agreement.

§14
VAT and Other Taxes

§ 14.3 Withholdings: § 14.3 shall apply, save that in §14.3(b) (iii) the reference to § 21.1(k) in the second line shall be replaced by § 21 (k) and the word "Receiving" in line 3 shall be replaced by "Paying".

The following shall be added:

§ 14.5 Termination for New Tax:

Unless otherwise specified in the terms of an Individual Contract the provisions of this § 14.5 shall only apply in respect of an Individual Contract if the period from the date on which the Parties concluded such Individual Contract pursuant to § 3.1 (**Conclusion of Individual Contracts**) to the end of the Total Supply Period exceeds two years. Where the provisions of this § 14.5 apply in respect of an Individual Contract and:

- (a) a New Tax is imposed on a Party (the "**Taxed Party**") in respect of the Contract Quantity; and
- (b) having used reasonable endeavors to do so, the Taxed Party is unable contractually to pass on the cost of the New Tax to the other or a third Party; and
- (c) the total amount of the New Tax that would be payable in respect of the balance of the total amount of electricity to be delivered during the remainder of the total supply term (the "**Remaining Contract Quantity**"), unless otherwise specified in an Individual Contract shall exceed 5 percent of the product of the Remaining Contract Quantity and the Contract Price;

Then, the Taxed Party shall be entitled to terminate the Individual Contract subject to the following conditions:

- (d) the Taxed Party must give the other Party (the "**Non-Taxed Party**") at least five (5) Business Days' prior written notice (the "**Negotiation Period**") of its intent to terminate the Individual Contract (and which notice shall be given no later than 180 Days after the later of the enactment or the effective date of the relevant New Tax), and prior to the proposed termination the Taxed Party and the Non-Taxed Party shall attempt to reach an agreement as to the sharing of the New Tax;
- (e) if such agreement is not reached, the Non-Taxed Party shall have the right, but not the obligation, upon written notice within the Negotiation Period, to pay the New Tax for any continuous period it so elects on a calendar month to calendar month basis, and in such case the Taxed Party shall not have the right during such continuous period to terminate the Individual Contracts on the basis of the New Tax; and
- (f) should the Non-Taxed Party elect to pay the New Tax on a calendar month to calendar month basis, upon giving five (5) Business Days' prior written notice to the Taxed Party of its election to cease payment of such New Tax, the Taxed Party shall again be subject to the provisions of this clause as if the New Tax had an effective date as of the date on which the Non-Taxed Party ceased payment of such New Tax;
- (g) if agreement as to sharing a New Tax is not reached and the Non-Taxed Party does not elect to pay the New Tax for any period of time within the Negotiation Period,

the Individual Contract affected shall be terminated on the expiry of the Negotiation Period;

(h) upon termination of the Individual Contract, the provisions of § 11 (**Calculation of the Termination Amount**) relating to the calculation and payment of the Termination Amount shall apply but only in respect of the Individual Contract(s) so terminated, and for these purposes:

(i) the Non-Taxed Party shall be understood to be the Terminating Party for the calculation of the Termination Amount; and

(ii) the effect (if any) of the relevant New Tax on the calculation of the Termination Amount shall be expressly ignored, notwithstanding that any representative price quote(s) used for the purpose of such calculation takes into account in any manner the effect of such New Tax.

§17

Performance Assurance

§ 17.1 Right to Require Performance Assurance:

The last sentence shall be deleted and replaced with the following:

“Upon receipt of such written notice, the other Party shall within seven (7) Business Days provide to the Requesting Party the Performance Assurance required.”

§ 17.2 Material Adverse Change:

The following categories of Material Adverse Change shall apply to Party A:

[X] § 17.2 (b) (Credit Rating of Credit Support Provider that is a Bank):

Shall apply if the Credit Rating is withdrawn or downgraded below any one of the following minimum ratings:

- a) “A” by Standard & Poor’s Rating Group, or
- b) “A2” by Moody’s Investor Services Inc.

[X] § 17.2 (c) (Expiry of Performance Assurance or Credit Support):

Shall apply and the relevant time period shall be 7 days.

[X] § 17.2 (f) (Failure of Performance Assurance or Credit Support); and

[X] § 17.2 (i) (Amalgamation/Merger)

A new § 17.2 (j) shall be added to the Agreement as follows:

[X] § 17.2 (j) (COFACE Credit Rating)

Shall apply if the Credit Rating of Party A is withdrawn or downgraded below the following minimum rating:

5/10 or “10/20” by Coface.

The following categories of Material Adverse Change shall apply to Party B:

[X] § 17.2 (b) (Credit Rating of Credit Support Provider that is a Bank):

Shall apply if the Credit Rating is withdrawn or downgraded below any one of the following minimum ratings:

- c) "A" by Standard & Poor's Rating Group, or
- d) "A2" by Moody's Investor Services Inc.

[X] § 17.2 (e) (**Expiry of Performance Assurance or Credit Support**):

Shall apply and the relevant time period shall be 7 days.

[X] § 17.2 (f) (**Failure of Performance Assurance or Credit Support**); and

[X] § 17.2 (i) (**Amalgamation/Merger**)

A new § 17.2 (j) shall be added to the Agreement as follows:

[X] § 17.2 (j) (**COFACE Credit Rating**)

Shall apply if the Credit Rating of Party B is withdrawn or downgraded below the following minimum rating:

5/10 or "10/20" by Coface.

For the avoidance of doubt, in respect of the Credit Ratings referred to, in § 17.2(a), in the event that the applicable respective entity has each of two Credit Ratings, one being from Standard & Poor's Rating Group and the other from Moody's Investor Services Inc., and both such Credit Ratings are not of the same level of parity (commonly known as "split ratings"), then, for the avoidance of doubt, the lowest such Credit Rating will be used to determine conclusively whether or not the respective Material Adverse Change has occurred.

Also, in respect of the Credit Ratings referred to, in § 17.2 (a) and 17.2 (j) in the event that the applicable respective Entity has each of, or some of the Credit Ratings mentioned in both clauses and such Credit Ratings are not of the same level of parity (commonly known as "split ratings"), then, for the avoidance of doubt, the lowest such Credit Rating will be used to determine conclusively whether or not the respective Material Adverse Change has occurred.

§22

Governing Law and Arbitration

§ 22.1 **Governing Law:**

[X] § 22.1 shall not apply as written but instead shall

be as follows:

This agreement shall be construed and governed in accordance with the laws of England and Wales, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980".

§23

Miscellaneous

§ 23.2 **Notices, Invoices and Payments:**

(a) **TO PARTY A: CNR**

Notices & Correspondence

Address: CNR
2, rue André Bonin
69316-Lyon Cedex 04 - France
Telephone No: +33 (0)4 72 00 18 32
+33 (0)4 72 00 68 25
Fax No: +33 (0)4 72 10 66 70
Attention: Anne-Claire LE GALL
Samira BARTHOLLET

Invoices

Fax No: + (33) (0) 4 72 10 66 41
Attention: Direction Financière

Payments

Bank account details Code Banque : 30002
Code guichet : 01927
Clé RIB : 11
IBAN :FR33 3000 2019 2700
0006 0865 K11

(b) **TO PARTY B:**

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

Notices & Correspondence

Address: 2, rue Jacques Daguerre
92565 Rueil Malmaison
France
Telephone No: +33 1 47 52 39 54
Fax No: +33 1 47 52 39 29
Attention: Jeronimo Ybarra: Markets Director

Invoices

Fax No: +33 1 47 52 39 29
Attention: Pascaline Dollet: Administrative,
Back office & Fuel manager

Payments

Bank account details: FR76 3000 7999 9904 1615 0600088

Bank Address: (IBAN):NATEXIS Banques
Populaires,
5, place de la Défense
92090 Paris la Défense Cedex 26

Bank Identifier Code (BIC) : CCBPFRPPPAR

PART II: ADDITIONAL PROVISIONS TO THE GENERAL AGREEMENT

1. In Annex 1 to the General Agreement (Defined Terms) term "**Tangible Net Worth**" shall be amended by inserting the word "not" between words "but" and "limited to, goodwill" in the last line of the sentence to read:

"Tangible Net Worth means the sum of all paid up shareholder cash contributions to the share capital account or any other capital account of the Relevant Entity ascribed for such purposes of the Relevant Entity and any accumulated earnings less any accumulated retained losses and intangible assets including, but not limited to, goodwill."

2. New § 10.3(g) is added at the end of § 10.3(f):

(g) Set-off:

(i) Upon the occurrence or designation of an Early Termination Date on account of an Event of Default with respect to a Party hereto ("Y"), any amount payable to Y by the other Party ("X") or any Specified Entity of X under this Agreement or any Specified Transaction with Y, or in respect of any other matured, liquidated or terminated payment obligation related to any Specified Transaction will, at the option of X (and without prior notice to Y), be reduced by its setoff and recoupment against any amount(s) payable by Y to X or any Specified Entity of X under this Agreement or any Specified Transaction of Y (and any such amount(s) payable by Y will be discharged promptly and in all respects to the extent it is so set off). X or a Specified Entity of X, as appropriate, will give notice to Y after any setoff and recoupment is effected under this paragraph.

(ii) For purposes of the foregoing, X shall be entitled a) to convert any obligation denominated in one currency into the currency in which the other is denominated at such rates of exchange as it deems appropriate in good faith and in a commercially reasonable manner, b) to convert any obligation to deliver non-cash property into an obligation to deliver cash in an amount determined by it as it deems appropriate in good faith and in a commercially reasonable manner, and amounts may be set off and recouped irrespective of the currency, place of payment or booking office of any obligation to or from Y.

(iii) If an obligation is unascertained, X, as appropriate, may in good faith estimate that obligation and set off and recoup in respect of that estimate, subject to the relevant Party's accounting to the other(s) when the obligation is ascertained.

(iv) Nothing in this subsection shall be effective to create a charge or other security interest. This subsection shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Specified Entities is at any time otherwise entitled (whether by operation of law, contract or otherwise).

(v) Condition Precedent to Payments to the Defaulting Party. All obligations of a Non-defaulting Party ("X") and any Specified Entity of X under this Agreement, or any Specified Transaction with the other Party ("Y"), or in respect of any other matured, liquidated or terminated payment obligation related to any Specified Transaction with Y, are subject to the condition precedent that Y shall have performed all of its obligations to X and any Specified Entity of X under this Agreement and any Specified Transaction with X, or in respect of any other matured, liquidated or terminated payment obligation related to any Specified Transaction, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation.

(vi) Transfers to Address Reasonable Grounds for Insecurity. If either Party ("C") has reasonable grounds for insecurity regarding a potential default under this Agreement or any Specified Transaction by the other Party ("D"), then any right of a Specified Entity of C to receive payment from D or any Specified Entity of D may be assigned to C, in which case D hereby consents to any such assignment of the benefit of its obligations and agrees to use its best efforts to obtain any required consents from its relevant Specified Entity to any such assignment of the benefit of that obligation of that Specified Entity of D. C shall give written notice to D and any Specified Entity of D of any assignments of rights to C by Specified Entities of C pursuant to his provision.

"Specified Entity" means in relation to Party A for the purpose of this section, Affiliates of Party A incorporated in Europe, which now or in the future enters into any Specified Transaction with Party B or any of Party B's Specified Entities and in relation of Party B for the purpose of this section, any Affiliate of Party B incorporated in Europe, which now or in the future enters into any Specified Transaction with Party A or any of Party A's Specified Entities."

2. Apart from the above amendments, the contractual obligations as outlined in the General Agreement remain unchanged.

3. The Amendment Agreement shall be effective upon its signature and supplements and forms part of the General Agreement. In the event of any inconsistency between the provisions of the Amendment Agreement and the General Agreement, the Amendment Agreement shall prevail.

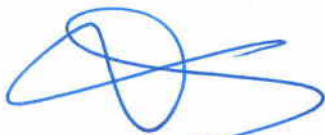
4. The Amendment Agreement may be executed and delivered in counterparts each of which will be deemed to be an original and together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Amendment Agreement has been executed by the duly authorized representatives of each party.

"Party A"

Compagnie Nationale du Rhône

("CNR")



23.03.2007
Name: Christian TRIOL

Title: Energy Department Director

"Party B"

**Société Nationale d'Electricité Et
de Thermique, SA,**

("Endesa France")



Name: Alberto MARTIN RIVALS

Title: Managing Director