

Amendment dated July 11th 2007 to
General Agreement
Concerning the Delivery and Acceptance of
Electricity

Effective since 15/12/2003

Between

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

("Party A")

And

EDF Trading Limited

("Party B")

1. The Parties agree, that the Election Sheet to above mentioned General Agreement will be amended with immediate effect as follows: the paragraph § 13.3,16,17,18,19 will be deleted and replaced by the following new paragraph.

§13
Invoicing and Payment

§ 13.3 Payment Netting: ☒ § 13.3 shall apply.

§16
Guarantees and Credit Support

§ 16 Credit Support Documents: Party A shall provide Party B with the following Credit Support Document(s): None

Party B shall provide Party A with the following Credit Support Document(s): None.

§ 16 Credit Support Provider: Credit Support Provider(s) of Party A shall be: None
Credit Support Provider(s) of Party B shall be: None

§17
Performance Assurance

§ 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**) and the minimum rating shall be A2 by Moody's Investor Services Inc. or A- by Standard & Poor's Rating Group;

[X] §17.2 (d) (**decline in tangible net worth**): and the relevant figure is: 350 000 000 EUR

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

Shall apply and the relevant time period shall be ten (10) days.

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

[X] §17.2 (h) (**Impaired Ability to Perform**); and

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

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

[X] §17.2 (a) (**Credit Rating**), and shall be amended to read as follows:

"Credit Rating: If the Credit Rating of an Entity listed in (i)-(iii), each such Entity being a "Relevant Entity" of such Party, is withdrawn or downgraded below any one of the following minimum ratings:

a) BBB- by Standard & Poor's Rating Group, or

b) Baa3 by Moody's Investor Services Inc.

[X] §17.2 (b) (**Credit Rating of Credit Support Provider that is a Bank**) and the minimum rating shall be A2 by Moody's Investor Services Inc. or A- by Standard & Poor's Rating Group;

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

Shall apply and the relevant time period shall be ten (10) days.

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

[X] §17.2 (h) (**Impaired Ability to Perform**); and

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

§18
Provision of Financial Statements and Tangible Net Worth

§ 18.1 (a) Annual Reports: [X] Party A shall deliver annual reports, unless they are available on:
www.endesafrance.fr

[X] Party B shall deliver annual reports, unless they are available on:
www.edftrading.com

§ 18.1(b) Quarterly Reports: [X] Party A need not deliver quarterly reports

[X] Party B need not deliver quarterly reports

§18.2 Tangible Net Worth: [X] Party A and Party B shall have no duty to notify as provided in §18.2

§19
Assignment

§ 19.2 Assignment to Affiliates: [X] Party A and Party B may assign in accordance with § 19.2 completed as follow:

“Both Parties, the respective Affiliate or successor entity does have its registered office in the same jurisdiction as the assigning Party or in any of the following countries: United Kingdom, Spain, France and Italy.”

Miscellaneous

2. Notwithstanding the date this Agreement is signed and delivered, its effective date is the date first written above.
3. Subject only to the terms and provisions of this Amendment, the General Agreement as amended from time to time continues in full force and effect, and Endesa France and EDF continue to be bound by all provisions of the General Agreement.
4. This Amendment enures to the benefit of and is binding on the parties and their permitted successors and assignees.
5. No term of this Amendment may be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Amendment.
6. This Amendment is governed by and to be construed in accordance with the laws of England and Wales.

Executed by the duly authorised representative of each Party effective as of the effective date.

“Party A”

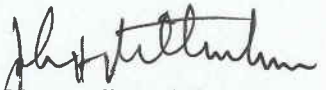
**Société Nationale d'Electricité
Et de Thermique, SA,
 (“Endesa France”)**


Name: Alberto MARTIN RIVALS

Title: Managing Director

“Party B”

EDF Trading Limited


Name: John Rittenhouse


Title: Managing Director

