

Amendment n° 2 dated March 20, 2008 to
General Agreement
Concerning the Delivery and Acceptance of Electricity

Effective since 31/01/2003

Between

Gaselys

("Party A")

And

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

("Party B")

By this amendment ("Amendment"), the Parties agree that the Election Sheet to the above mentioned General Agreement Concerning the Delivery and Acceptance of Electricity (the "General Agreement"), as may have been amended from time to time between the Parties, will be amended with immediate effect as from the date of this Amendment as follows:

1. Amendment to the General Agreement:

§10(5)(b)(iii) of the General Agreement shall be amended by the insertion at the end of this §10(5)(b)(iii) of the following sentence:

"The Threshold Amount for Party B under 10.5(b)(i) and (ii) shall be: EUR 10 million"

All other provisions of the General Agreement and the Election Sheet remain unchanged.

2. Representations:

Each Party represents to the other Party in respect of the General Agreement, as amended pursuant to this Amendment, that all representations made by it pursuant to the General Agreement are true and accurate as of the date of this Amendment.

3. Miscellaneous

(a) Entire Agreement; Restatement.

- This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

- Except for any amendment to the General Agreement made pursuant to this Amendment, all terms and conditions of the General Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the General Agreement will be to the General Agreement, as amended by this Amendment.

(b) Amendments. Nothing herein contained shall be construed as a waiver or modification of existing rights under the General Agreement, except as such right are expressly modified hereby.

(c) Definitions. All capitalized terms, unless otherwise defined in this Amendment shall have the meaning assigned to them in the General Agreement.

(d) Heading. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.



(e) *Governing Law.* The provisions of §22 of the General Agreement (Governing Law and Arbitration) shall apply to this Amendment.

This Amendment 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 Amendment on the respective dates specified below with effect from the date specified first hereinabove.

“Party A”
Gaselys

Name:
Title:
Date

“Party B”
Société Nationale d’Electricité Et de
Thermique, SA,

(“Endesa France”)
Name: Antonio HAYA
Title: Chief Executive Officer
Date

28/01/08
