

§10
Term and Termination Rights

§ 10.2 Expiration Date: X] § 10.2 shall apply and there shall be no Expiration Date

§ 10.4 Automatic Termination: [X] § 10.4 shall apply to Party A with termination effective immediately upon the occurrence of a Material Reason described in §10.5 (c) (but without prejudice to the applicability of the grace period referred to in §10.5 (c) (iv))
[X] § 10.4 shall apply to Party B with termination effective immediately upon the occurrence of a Material Reason described in §10.5 (c) (but without prejudice to the applicability of the grace period referred to in §10.5 (c) (iv))

§ 10.5(b) Cross Default and Acceleration:

§ 10.5(b)(i) shall not apply to Party A.

§ 10.5(b)(i) shall not apply to Party B.

§ 10.5(b)(ii) shall be deleted and replaced by the following wording that shall apply to Party A and to Party B:

“The Party, any Credit Support Provider of such Party or any applicable Specified Entity of such Party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Business Days if there is no applicable notice requirement or grace period) in an aggregate amount of not less than the applicable Threshold Amount (as specified below) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf) in an aggregate amount of not less than the applicable Threshold Amount (as specified below).

“Specified Transaction” means: any transaction now existing or hereafter entered into between one Party to this Agreement and the other Party to this Agreement (or any Credit Support Provider of such Party or any applicable Specified Entity of such Party) (a) which is a commodity swap, commodity option, commodity contract for differences, commodity cap transaction, commodity floor transaction, commodity collar transaction or any other financially-settled derivative transaction with a commodity as an underlying asset (b) for the purchase, sale or transfer of any commodity or any physically-settled commodity trading transaction or any other similar transaction (including any option with respect to any of these transactions) (c) which is any combination of these transactions and (d) any other transaction identified as a Specified Transaction in the relevant confirmation. For purposes of this clause, the word “commodity” means any tangible or intangible commodity of any type or description (including, without limitation, electric power, electric power capacity, petroleum, natural gas, natural gas liquids, coal, and by-products thereof).

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“Specified Entity” means in relation to Party A for the purpose of this section, SETNE and in relation of Party B, Endesa, S.A, the Netherlands branch, for the purpose of this section.

“Threshold Amount” means in relation to this section Euro 100,000.00

§ 10.5(c) Winding-up/Insolvency/Attachment:

☒ § 10.5(c) (iv) shall apply and the applicable time period is within 0 days except insofar a proceeding or petition referred to in §10.5 (c) (iv) has been instituted or presented by a third party against a Party in which case the applicable time period is 15 days.

§ 10.5(d) Failure to Deliver or Accept:

☒ § 10.5(d) shall apply, or

§ 10.5 Other Material Reasons: ☒ Material Reasons shall be limited to those stated in the General Agreement

§12

Limitation of Liability

§ 12 Application of Limitation: ☒ § 12 shall apply as written in the General Agreement

§13

Invoicing and Payment

§ 13.2 Payment:

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

§ 13.3 Payment Netting:

☒ § 13.3 shall apply, subject to a specific payment netting agreement

§ 13.5 Interest Rate:

the Interest Rate shall be the one month EURIBOR interest rate for 11:00 a.m. on the Due Date, plus two percent (2 %) per annum

§ 13.6 Disputed Amounts:

☒ §13.6 (a) shall apply amended as follows:

Disputed Amounts: Without prejudice to § 13.7 hereunder, if a Party, in good faith, disputes the accuracy of an invoice, it shall on or before the Due Date provide a written explanation of the basis for the dispute and shall pay:

(a) the full amount invoiced no later than the Due Date except in case of manifest error which if not resolved amicably, the full amount invoiced shall be paid at the latest within one Business Day from the Due Date . If any amount paid under dispute is finally determined to have not been due, such overpayment shall, at the election of the owed Party, be credited or returned to it within five (5) business days of such determination, along with interest accrued at the Interest Rate from, and including, the date such amount was paid, to the other Party, but excluding, the date returned or credited.”

A new §13.7 shall be added to the Agreement as follows:



“7. **Non compliant Invoices:** In case the invoice does not comply with the European or National legislations, rules, regulations or any other binding order applicable to the Receiving Party, such Party shall inform without delay the Issuing Party of such non compliance and shall not be required to pay the amount in relation to the non compliant invoice until the Issuing Party provides it with a compliant invoice. Upon receipt of the compliant invoice, the Receiving Party shall pay without delay the Issuing Party the amount in relation to the said invoice and no Interest shall be due.”

X] §13.6 (b) shall not apply

§14

VAT and Other Taxes

§ 14.3 Withholdings:

[X] § 14.3 shall apply, save that the word “Receiving” in the third line of § 14.3 (b) (iii) shall be replaced by the word “Paying”.

§15

Settlement of Floating Prices and Fallback Procedures For Market Disruption

§ 15.5 Calculation Agent:

[X] the Calculation Agent shall be Seller provided that the Seller is not in default. Should the Seller be in default, then the Buyer shall act as Calculation Agent. For the purpose of this clause, default shall have the same meaning as Material Reason in § 10.5.

§16

Guarantees and Credit Support

§ 16 Credit Support Documents: Party A shall provide Party B with the following Credit Support Document(s): as Party B may request it to provide from time to time. References to Credit Support Document in the Agreement shall mean a bank guarantee, a letter of credit or any other credit support agreement or instrument.

Party B shall provide Party A with the following Credit Support Document(s): as Party A may request it to provide from time to time. References to Credit Support Document in the Agreement shall mean a parent company guarantee, a bank guarantee, a letter of credit or any other credit support agreement or instrument.

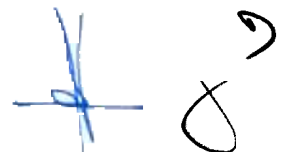
§ 16 Credit Support Provider:

References to Credit Support Provider(s) in the Agreement shall mean any provider of a Credit Support Document as may be agreed between the Parties from time to time.

§17

Performance Assurance

§ 17.2 Material Adverse Change: the following categories of Material Adverse Change shall apply to Party A:



☒ §17.2 (b) **(Credit Rating of Credit Support Provider that is a Bank)**
and the minimum rating shall be A or A2 as provided by Standard & Poor's
or Moody's respectively;

☐ §17.2 (d) **(Decline in Tangible Net Worth)**, shall apply if the Tangible
Net Worth of Snet which as of December 31, 2001 amounts to Euro
567,625,000.00 falls either (i) below 450,000,000.00 Euro or (ii) decreases
by 20% or more with respect to the Tangible Net Worth of the previous fiscal
year - for purposes of calculation of Tangible Net Worth of Snet, the Parties
agree not to deduct the value of that certain agreement for the sale of
electricity between Snet and EDF, notwithstanding its characterisation as
intangible asset .

☒ §17.2 (e) **(Expiry of Performance Assurance or Credit Support)**, and
the relevant time period shall be 10 BUSINESS DAYS

☒ §17.2 (f) **(Failure of Performance Assurance or Credit Support)**;

☐ §17.2 (g) **(Failure of Control & Profit Transfer Agreement)**;

☒ §17.2 (h) **(Impaired Ability to Perform)**; and

☒ §17.2 (i) **(Amalgamation/Merger)**

For the avoidance of doubt, in respect of the Credit Ratings referred to,
respectively, in §17.2 (a) and (b), 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.

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

☒ §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.

☒ §17.2 (b) **(Credit Rating of Credit Support Provider that is a Bank)**;
and the minimum rating shall be A or A2 as provided by Standard & Poor's or
Moody's respectively;

☒ §17.2 (e) **(Expiry of Performance Assurance or Credit Support)**, and
the relevant time period shall be 10 BUSINESS DAYS ,

☒ §17.2 (f) **(Failure of Performance Assurance or Credit Support)**;

☐ §17.2 (g) **(Failure of Control & Profit Transfer Agreement)**;

☒ §17.2 (h) **(Impaired Ability to Perform)**; and

☒ §17.2 (i) **(Amalgamation/Merger)**

For the avoidance of doubt, in respect of the Credit Ratings referred to,
respectively, in §17.2 (a) and (b), in the event that the applicable respective

A handwritten signature, possibly 'A. X.', is written in blue ink at the bottom right of the page. To its right are some additional handwritten marks, including a small 'D'.

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.

§18

Provision of Financial Statements and Tangible Net Worth

- § 18.1 (a) Annual Reports: ☒ Party A need not deliver annual reports to the extent they are available at www.snet-electricite.fr, and
- ☒ Party B need not deliver annual reports to the extent they are available at www.endesa.es
- § 18.1(b) Quarterly Reports: ☒ Party A need not deliver quarterly reports, and
- ☒ Party B need not deliver quarterly reports
- §18.2 Tangible Net Worth: ☒ Party A shall have a duty to notify as provided in §18.2,
- ☒ Party B shall have no duty to notify as provided in §18.2

§19

Assignment

- § 19.2 Assignment to Affiliates: ☒ Party A may assign in accordance with § 19.2, and
- ☒ Party B may assign in accordance with § 19.2

§20

Confidentiality

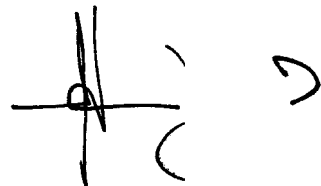
- § 20.1 Confidentiality Obligation: ☒ § 20 shall apply, or

§21

Representation and Warranties

The Following Representations and Warranties are made:

	by Party A:	by Party B:
§21(a)	☒ yes ☐ no	☒ yes ☐ no
§21(b)	☒ yes ☐ no	☒ yes ☐ no
§21(c)	☒ yes ☐ no	☒ yes ☐ no
§21(d)	☒ yes ☐ no	☒ yes ☐ no
§21(e)	☒ yes ☐ no	☒ yes ☐ no
§21(f)	☒ yes ☐ no	☒ yes ☐ no
§21(g)	☒ yes ☐ no	☒ yes ☐ no
§21(h)	☒ yes ☐ no	☒ yes ☐ no
§21(i)	☒ yes ☐ no	☒ yes ☐ no
§21(j)	☒ yes ☐ no	☒ yes ☐ no
§21(k)	☒ X- yes ☐ no	☒ X yes ☐ no
§21(l)	☐ yes ☒ no	☐ yes ☒ no



§21(m)	☐ yes ☒ no	☐ yes ☒ no
§21(n)	☒ yes ☐ no	☒ yes ☐ no

The representation in §21(c) is amended by adding the following at the end thereof: *"(subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);"*.

§22

Governing Law and Arbitration

§ 22.1 Governing Law:

☒ § 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".

§ 22.2 Arbitration:

☒ § 22.2 shall not apply as written but instead shall be as follows:
All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules. The seat of the arbitration will be Paris, France, the arbitration will be conducted in the English language.

§23

Miscellaneous

(a) TO PARTY A:

SNET

Notices & Correspondence

Address:

85 Avenue Victor Hugo

92563 Rueil Malmaison Cedex
France

Telephone No:

+33 (1) 47.52.39.53

Fax No:

+33 (1) 47.52.39.87

Attention:

Patrick PERISSE – Middle Office

Invoices

Fax No:

+33 (1) 47.52.39.76

Attention:

Philippe LEFAUCHEUX –Back
Office

Office

Payments

Bank account details

BNP Paribas

Account in Euros : 30004
01328 00010490361 04

3 place de la Défense

SWIFT :BNPPAFRPPPTX

92800 Puteaux – France

(b) **T O P A R T Y B :**

Endesa Trading SA (Sociedad
Unipersonal)

Notices & Correspondence

Address:

Endesa Trading SA
Principe de Vergara 187
Madrid 28002
Spain

Telephone No:

+ 34 91 213 9610

Fax No:

+ 34 91 213 1038

Attention:

Jerónimo Ybarra Sainz de la Maza
Head of Back-Office

Invoices

Fax No:

+ 34 91 213 1038

Attention:

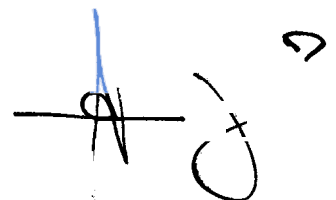
Javier Rebollo
Back office

Payments

Bank account details

Banco Santander Central Hispano
Plaza Canalejas, 1
Madrid 28014
Acc. N° 0049.1500.08.2110142799
SWIFT CODE: BSCHEMM

**P A R T I I : A D D I T I O N A L P R O V I S I O N S T O T H E G E N E R A L
A G R E E M E N T**

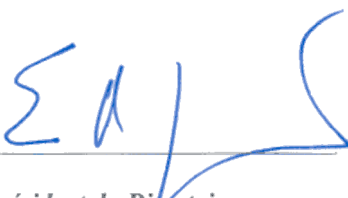


Executed by the duly authorised representative of each Party effective as of the Effective Date.

“Party A”

Société Nationale d'Electricité et Thermique

Eric Dyèvre

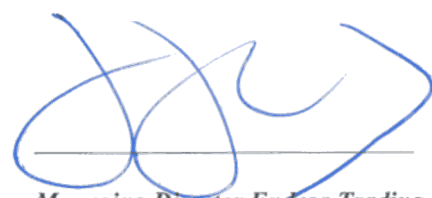


Président du Directoire

“Party B”

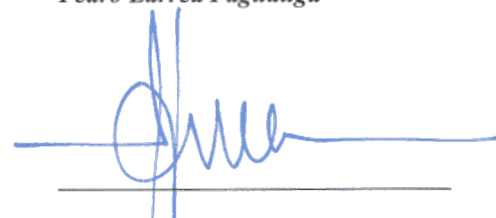
ENDESA TRADING, S.A. Sociedad Unipersonal

Juan José Alba Ríos



Managing Director Endesa Trading

Pedro Larrea Paguauga



Senior Vice President of Energy Managent