ORIGINAL

SCHEDULE
to the
Master Agreement

Dated as of 4th May 2005

between

Societé Nationale d'Electricité et de Thermique, S.A.

("Party A")
and
ENDESA TRADING , S.A., SOCIEDAD UNIPERSONAL
("Party B")

Part 1
Termination Provisions

In this Agreement:

(a) **"Specified Entity"** means in relation to Party A for the purpose of:

Section 5(a)(v),	Not applicable
Section 5(a)(vi),	Not applicable
Section 5(a)(vii),	Not applicable
Section 5(b)(iv),	Not applicable

Part 5 of this schedule, section (f), Affiliates of Party A which now or in the future enter into any Specified Transaction with Party B.

in relation to Party B for the purpose of:

Section 5(a)(v),	Not applicable
Section 5(a)(vi),	Not applicable
Section 5(a)(vii),	Not applicable
Section 5(b)(iv),	Not applicable

Part 5 of this schedule, section (f), Affiliates of Party B which now or in the future enter into any Specified Transaction with Party A.

(b) **"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, any allowance, credit or unit of account representing a right to emit greenhouse gas emissions, electric power, electric power capacity, petroleum, natural gas, natural gas liquids, coal, and by-products thereof).

(c) The **"Cross Default"** provisions of Section 5(a)(vi) shall not apply to Party A and shall not apply to Party B.

"Threshold Amount" means, NOT APPLICABLE.

(d) **"Credit Event Upon Merger"** applies to Party A and Party B.

(e) **The Automatic Early Termination** provision of Section 6(a) will apply to Party A and will apply to Party B.

(f) **Payment on Early Termination.** For the purpose of Section 6(e) of the Agreement:

(i) Loss will apply.
(ii) The Second Method will apply to this Agreement.

(g) **Termination Currency** means Euro.

(h) **Additional Termination Event** will apply. The following shall constitute an Additional Termination Event:

(ix) ***Material Adverse Change***: the party or its Credit Support Provider suffers a Material Adverse Change, defined as a reduction in the Credit Rating of the a party or its Credit Support Provider, not supported by third party credit enhancement, 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 or (ii) either rating being withdrawn, whichever occurs first. "Credit Rating" means, with respect of a party or entity on the date of determination, the respective rating then assigned to its overall credit rating (not supported by third party credit enhancement) by S&P, or Moody's.

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(x) ***Adequate Assurance***: the party fails ("Failing Party") to provide Adequate Assurance to the other Party ("Requesting Party") within two (2) Business Days of the Requesting Party's written demand for that assurance when the demand is based on the Requesting Party's reasonable good faith belief that the ability of the Failing Party or its Credit Support Provider to perform its obligations under this Agreement or any Credit Support Document is materially impaired. "Adequate Assurance" means any financial security in the form and amount satisfactory to the Requesting Party.

Part 2
Tax Representations

(a) **Payer Tax Representations.** For the purpose of Section 3(e), each of Party A and Party B makes the following representation:-

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e)) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f); (ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) and (iii) the satisfaction of the agreement of the other party contained in Section 4(d), provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) **Payee Tax Representations.** (i) For the purpose of Section 3(f), Party A makes the following representations:-

It is a company duly organized under the laws of France

The following representation will apply:

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement, and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If such representation applies then:

"Specified Jurisdiction" means, with respect to Party A, Spain.

"Specified Treaty" means, with respect to Party A and Party B, Spain-France income tax treaty.

(ii) For the purpose of Section 3(f) of this Agreement, Party B makes the following representations:-

It is a company duly organized under the laws of Spain.

The following representation will apply:

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement, and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If such representation applies then:

"Specified Jurisdiction" means, with respect to Party B, France.

"Specified Treaty" means, with respect to Party A and Party B, France-Spain income tax treaty.

Part 3. Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and (ii), each party agrees to deliver the following documents, as applicable:-

(a) Tax forms, documents or certificates to be delivered are:-

Party required to deliver document	**Form/Document/Certificate**	**Date by which to be delivered**
Party A and Party B	Certificate of residence in the meaning of the Spain-France Tax Agreement to the avoidance of the double taxation	(a) Upon the execution of this Agreement; (b) promptly upon reasonable demand by the other Party; and (c) promptly upon any Certificate (or any successor thereto) previously provided by the other Party becoming obsolete or incorrect or expiring.

(b) Other documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	For Party A, Certificate of the Secretary, or other officer holding similar responsibility, certifying the names, true signatures and authority of the individuals signing this Agreement, any Confirmation and any Credit Support Document (if applicable) For Party B, Copy of notarised power of attorneys of the individuals signing this Agreement, any Confirmation and any Credit Support Document (if applicable)	Upon execution and delivery of the Agreement	YES
Party A and Party B	A copy of the annual report of such Party's, or if for such period the Party's obligation are supported by a Credit Support Provider, its Credit Support Provider's annual report containing audited consolidated financial statements for each fiscal year, certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the country in which such party is organized.	As soon as practicable after the execution of this Agreement and also within 120 days (or as soon as practicable after becoming publicly available) after the end of each of its fiscal years while there are any obligations outstanding under this Agreement.	YES
Party A and Party B	Copy of the letter of acceptance from the Process Agent (if applicable)	Upon execution and delivery of the Agreement	YES
Party A	Credit Support Documents (if applicable)	Upon execution and delivery of the Agreement	YES

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Any copy documents provided by Party A or by Party B shall be certified by an authorised senior official of Party A or Party B as being correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

Part 4
Miscellaneous

(a) **Addresses for Notices.** For the purpose of Section 12(a):

Addresses for notices or communications to Party A:

Societé Nationale d'Electricité et de Thermique, S.A.
2 Rue Jacques Daguerre
92565 Rueil Malmaison
France
Facsimile No.: +33 147 523950
Telephone No.: +33 147 523933

Address for notices or communications to Party B:

Endesa Trading S.A.
Ribera del Loira 60
28042 Madrid
Spain

Fax no.: +34 91 213 1918
Telephone: +34 91 213 4867

(b) **Process Agent.** Not applicable

(c) **Offices**. The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party**. For the purpose of Section 10(c) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party

(e) **Calculation Agent.** means Party B, unless Party B is subject to an Event of Default, in which case the Calculation Agent shall be Party A.

(f) **Credit Support Document.** In respect of Party A is not applicable. In respect of Party B is not applicable.

(g) **Credit Support Provider.** In respect of Party A is not applicable. In respect of Party B is not applicable.

(h) **Governing Law.** This Agreementand and each Confirmation will be governed by and construed in accordance with the laws of England, without reference to its choice of law doctrine. Section 13(b) is amended by: (1) adding in line 1 of clause (i) the words "agrees to bring such Proceedings exclusively in the High Court of Justice in London, England and" before the words "submits to the"; (2) adding in line 1 of clause (i) the word "exclusive" after "submits to the"; and (3) deleting the final paragraph.

(i) **Netting of Payments.** Subparagraph (ii) of Section 2(c) will not apply to any Transactions from the date of this Agreement. The Calculation Agent shall notify the parties of the amounts of any such netted payments.

(j) **"Affiliate"** has the meaning specified in Section 14.

Part 5
Other Provisions

(a) **ISDA Definitions.** This Agreement and each Transaction are subject to the 2000 Definitions (the "2000 Definitions"), and the 1993 ISDA Commodity Derivatives Definitions as modified and updated by the 2000 Supplement to the 1993 ISDA Commodity Derivatives Definitions (the "1993 Definitions"), (collectively, the "Definitions"), each as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), and will be governed in all respects by the Definitions, but without regard to any further amendments, supplements, updates or restatements made to the Definitions after the effective date of this Agreement unless specifically agreed to in writing by the parties (except that any references to "Swap Transactions" in the Definitions will be deemed to be references to "Transactions"). The Definitions are incorporated by reference in, and made part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and such Confirmation. In the event of any inconsistency between the 2000 Definitions and the 1993 Definitions, the 1993 Definitions will govern. In the event of any inconsistency between the provisions of this Agreement and the Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement or the Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

(b) **Telephonic Recording**. Each party (i) consents to the recording of the telephone conversations of trading and marketing personnel of the parties in connection with this Agreement or any potential Transaction and (ii) agrees to obtain any necessary consent of, and give notice of such recording to, such personnel of it.

(c) **Additional Representations.** Section 3 is hereby amended by adding at the end thereof the following Subparagraphs:

> "(g) **Line of Business.** It has entered into this Agreement (including each Transaction evidenced hereby) in conjunction with its line of business (including financial intermediation services) or the financing of its business.
>
> (h) **No Agency.** It is entering into this Agreement, any Credit Support Document to which it is a party, each Transaction and any other documentation relating to this Agreement or any Transaction, as principal (and not as agent or in any other capacity, fiduciary to otherwise)."

(d) **Confirmations.** Party B will deliver to Party A a Confirmation relating to each Transaction.

(e) **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(f) **Set-off.** Section 6 of this Agreement will be amended by the addition of a new paragraph (f) as follows:

(i) Upon the occurrence or designation of an Early Termination Date on account of an Event of Default or Termination Event 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 or any Specified Entity 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 and any Specified Entity of 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 or any Specified Entity of 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.

(g) **Disruption Fallback.** Section 7.5(c) of the 1993 ISDA Commodity Derivatives Definitions is hereby amended by adding at the end thereof the following new section:

"Dealer Fallback" means that, promptly upon becoming aware of the Market Disruption Event or Additional Market Disruption Event, the parties shall expeditiously and jointly agree upon three independent leading dealers in the principal trading market for the relevant underlying commodity market selected in good faith (A) from among dealers of the highest credit standing which satisfy all the criteria that the parties apply generally at the time in deciding whether to offer or to make an extension of credit or to enter into a transaction comparable to the Transaction that is affected by the Market Disruption Event or Additional Market Disruption Event, and (B) to the extent practicable, from among dealers having an office in the same city. Such dealers shall be appointed to make a determination of the Relevant Price taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith they deem relevant. The Relevant Price shall be the arithmetic mean of the three amounts determined to be the Relevant Price by such dealers, in which case such calculation shall be binding and conclusive absent manifest error. If the parties have not agreed upon the appointment of the dealers on or before the sixth Business Day following the first Pricing Date on which the Market Disruption Event or Additional Market Disruption Event occurred or existed, or if a determination of the Relevant Price cannot be obtained from at least three dealers, the next applicable Disruption Fallback shall apply to the Transaction.

Unless otherwise specified in the Confirmation for a Transaction, the following Disruption Fallbacks shall apply to all Transactions in the following order: Fallback Reference Price; with the next applicable Disruption Fallback to be Negotiated Fallback; with the next applicable Disruption Fallback to be Dealer Fallback; and with the next applicable Disruption Fallback to be No Fault Termination.

(h) **Single Agreement.** The phrase "(evidencing Transactions heretofore or hereafter entered into between Party A and Party B)" is hereby added after the word "Confirmations" in Section 1(c).

(i) **Third Party Rights**. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(j) **Confidentiality** Neither party shall, without the prior written consent of the other party, disclose the terms of this Agreement or of any Transaction ("Confidential Information") to any third party. This obligation of the parties under this confidentiality provision shall survive the termination of this Agreement or a Transaction for a period of two years.

Confidential Information shall not include information which:

(A) is disclosed by a party to its Affiliates, employees, directors, officers, agents, adviser and banks or other financing institutions, rating agencies or intended assignee who agree to comply with the provisions of this clause;

(B) is disclosed to comply with any applicable law, regulation, or rule of any exchange, system operator or regulatory body, or in connection with any court or regulatory proceedings; provided that each party shall, to the extent practicable and permissible by law, regulation, or rule, use reasonable endeavours to prevent or limit the disclosure and to give the other party prompt notice of it;

(C) is in or lawfully comes into the public domain other than by breach of this clause; or

(D) is disclosed to price reporting agencies or for the calculation of an index provided that such disclosure shall not include the identity of the other Party, except if such disclosure is required for purposes of participating in the calculation of an index of an organized exchange.

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.

ENDESA TRADING, S.A., SOCIEDAD UNIPERSONAL

ENDESA EUROPA
Directora Económica y de Control

By: Celia Ordóñez Gómez

Name: Celia Ordóñez Gómez

Title: Managing Director

Date:

By:

Name:Francisco Pérez Thoden

Title: Managing Director

Date:

Societé Nationale d´Electricité et de Thermique, S.A

By: Joaquin Galindo

Name: Joaquín Galindo

Title: General Managing Director

Date: 04/07/05

LA SNET
2, rue Jacques Daguerre
92565 RUEIL MALMAISON