

INFORMATION MEMORANDUM



ENEL FINANCE INTERNATIONAL S.A.

(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, boulevard du Prince Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B.60.086)

as Issuer

ENEL – SOCIETÀ PER AZIONI

(incorporated with limited liability in Italy)

as Guarantor

€4,000,000,000

EURO-COMMERCIAL PAPER PROGRAMME

Arranger

CITIBANK INTERNATIONAL plc

Dealers

**ABN AMRO
BANC OF AMERICA SECURITIES LIMITED
BARCLAYS CAPITAL
CITIBANK INTERNATIONAL plc
CREDIT SUISSE FIRST BOSTON
DEUTSCHE BANK
GOLDMAN SACHS INTERNATIONAL
HSBC FRANCE
LEHMAN BROTHERS
SG CORPORATE AND INVESTMENT BANKING
UBS INVESTMENT BANK**

7 November 2005

IMPORTANT NOTICE

This Information Memorandum contains summary information provided by ENEL Finance International S.A. (the “**Issuer**”) and ENEL - Società per Azioni (the “**Guarantor**”) in connection with a Euro-commercial paper programme (the “**Programme**”) under which the Issuer may issue and have outstanding at any time short-term promissory notes (the “**Notes**”) up to a maximum aggregate amount of €4,000,000,000 (subject to a right to increase that amount by notice to the Dealers (as defined below) and satisfaction of certain conditions precedent) or its equivalent in alternative currencies.

ABN AMRO Bank N.V., Banc of America Securities Limited, Barclays Bank PLC, Citibank International plc, Credit Suisse First Boston (Europe) Limited, Deutsche Bank AG, London Branch, Goldman Sachs International, HSBC FRANCE, Lehman Brothers International (Europe), Société Générale and UBS Limited (the “**Dealers**”) have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy and completeness of this Information Memorandum or any further information supplied in connection with the Programme. The Dealers accept no liability in relation to this Information Memorandum or the documents incorporated by reference in this Information Memorandum or their distribution or with regard to any other information supplied by or on behalf of the Issuer or the Guarantor hereafter.

The information contained in this Information Memorandum relating to the Issuer and the Guarantor has been obtained from the Issuer and from the Guarantor, respectively and each of which has requested and authorised the delivery of this Information Memorandum on its behalf. Each of the Issuer and the Guarantor has confirmed to the Dealers that, (i) this Information Memorandum contains all material information with respect to the Issuer and the Guarantor and the Notes, (ii) this Information Memorandum does not contain any untrue statement of material fact or omit to state a material fact that is necessary in order to make the statements made in this Information Memorandum, in the light of the circumstances under which they were made, not misleading and there is no other fact or matter omitted from this Information Memorandum which was or is necessary to enable investors and their professional advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor and of the rights attaching to the Notes, (iii) the statements of intention, opinion, belief or expectation contained in this Information Memorandum are honestly and reasonably made or held and (iv) all reasonable enquiries have been made to ascertain such facts and to verify the accuracy of all such statements.

This Information Memorandum is not intended to provide the basis of any credit, taxation or other evaluation and should not be considered as a recommendation by the Issuer, the Guarantor or any Dealer that any recipient of this Information Memorandum should purchase any Notes to be issued under the Programme. Each investor contemplating the purchase of Notes under the Programme must make, and shall be deemed to have made, its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer and of the Guarantor and must base any investment decision upon such independent assessment and investigation and not on this Information Memorandum. This Information Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Guarantor or the Dealers to any person to purchase any Notes.

Neither the Issuer nor the Guarantor nor the Dealers accept any responsibility, express or implied, for updating this Information Memorandum and neither the delivery of this Information Memorandum nor any offers or sales made on the basis hereof shall under any circumstances create any implication that this Information Memorandum is correct at any time subsequent to the date hereof or that there has been no change in the affairs of the Issuer or of the Guarantor since the date hereof. No person has been authorised to give any information or to make any representation not contained in this Information Memorandum or any supplement hereto and, if given or made, such information or representation must not be relied upon as having been so authorised. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Programme nor to advise any purchaser of Notes of any information coming to their attention.

Neither the Issuer, the Guarantor nor the Dealers makes any comment about the treatment for taxation purposes of payments or receipts in respect of the Notes to or by a holder of Notes and each investor contemplating acquiring Notes is advised to consult a professional adviser.

The distribution of this Information Memorandum and the offer or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum may come should inform themselves about and observe any such restrictions. In particular, but without limitation, such persons are required to comply with the selling restrictions on page 16.

This Information Memorandum contains references to ratings. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.

No application will be made at any time to list the Notes on any stock exchange.

In this Information Memorandum, references to “**pounds**”, “**sterling**” and “**£**” are to the lawful currency of the United Kingdom, references to “**U.S. dollars**”, “**U.S.\$**” and “**dollars**” are to the lawful currency of the United States of America, references to “**yen**” and “**¥**” are to the lawful currency of Japan, and references to “**euro**” and “**€**” are to the single currency of participating member states of the European Union as contemplated by the Treaty on European Union as amended by the Treaty of Amsterdam.

TABLE OF CONTENTS

	Page
Documents Incorporated by Reference.....	5
Summary of the Terms and Conditions of the Notes.....	6
Taxation.....	13
Selling Restrictions.....	16
Form of the Notes.....	18
Part I – Form of Global Note.....	18
Part II – Form of Definitive Note.....	23
Form of the Deed of Guarantee.....	27
Enforcement of Global Notes.....	35
Form of the Deed of Covenant.....	35

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (a) the most recently published audited non-consolidated annual financial statements of the Issuer and the most recently published audited consolidated and non-consolidated annual financial statements of the Guarantor and, if published later, the most recently published interim unaudited non-consolidated financial statements (if any) of the Issuer and the most recently published interim unaudited consolidated financial statements (if any) of the Guarantor; and
- (b) all supplements or amendments to this Information Memorandum circulated by the Issuer and/or the Guarantor from time to time,

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Each of the Issuer and the Guarantor will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer or the Guarantor at its office set out at the end of this Information Memorandum.

SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES

Issuer:	ENEL Finance International S.A.
Guarantor:	ENEL- Società per Azioni
Rating:	A-1 by Standard & Poor's Ratings Services and P-1 by Moody's Investors Service, Inc. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.
Arranger:	Citibank International plc
Dealers:	ABN AMRO Bank N.V. Banc of America Securities Limited Barclays Bank PLC Citibank International plc Credit Suisse First Boston (Europe) Limited Deutsche Bank AG, London Branch Goldman Sachs International HSBC France Lehman Brothers International (Europe) Société Générale UBS Limited
Issue and Principal Paying Agent:	Deutsche Bank AG, London Branch
Amount of the Programme:	The aggregate amount of Notes outstanding at any time will not exceed €4,000,000,000 (or its approximate equivalent in other currencies calculated at the date of issue of any Note). The amount of the Programme may be increased by the Issuer from time to time in accordance with the Dealer Agreement.
Currencies:	Notes denominated in such currencies as may be agreed between the Issuer and the relevant Dealer from time to time may be issued subject to compliance with any applicable legal and regulatory and/or central bank requirements.
Denominations:	Any denomination subject to legal and regulatory requirements. The minimum denomination for Notes denominated in Sterling is £100,000. The minimum fully paid up denominations for Notes denominated in currencies other than Sterling will be U.S.\$ 500,000, ¥ 100,000,000 or € 500,000 (or its equivalent in the relevant currency of the Notes) or such greater denomination as may be required by legal and regulatory requirements.
Yield Basis:	The Notes may be issued on a discounted basis or may bear fixed or floating rate interest or a coupon calculated by reference to an index or formula.
Redemption:	The Notes may be redeemed at par or at an amount calculated by reference to an index or formula, or other arrangement as is agreed between the Issuer and the relevant Dealer.

Form of Notes:	The Notes will be in bearer form. Each issue of Notes will initially be represented by one or more Global Notes. Global Notes will be exchangeable for Definitive Notes only in the circumstances specified in the Global Notes.
Delivery:	Global Notes will be deposited with a common depository for Euroclear Bank S.A./N.V. as the operator of the Euroclear Clearing System (“ Euroclear ”), Clearstream Banking, Société anonyme (“ Clearstream, Luxembourg ”) or any other recognised clearing system. Account holders will, in respect of Global Notes, have the benefit of a Deed of Covenant dated 7 November 2005 (the “ Deed of Covenant ”) copies of which may be inspected during normal business hours at the specified office of the Issuer and Paying Agent.
Maturity:	Not less than 1 day nor more than 364 days, subject to legal and regulatory requirements.
Withholding Taxes:	To the extent provided in Condition 3 of the Notes and the Guarantee all payments under the Notes and the Guarantee will be made free and clear of all Luxembourg, Italian and United Kingdom withholding taxes and deductions.
Status of the Notes:	The Notes will rank at least <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer (other than those preferred by mandatory provisions of law).
Guarantee:	The obligations of the Issuer are irrevocably and unconditionally guaranteed by ENEL - Società per azioni. The form of the Deed of Guarantee is set out on pages 27 to 34. The obligations of the Guarantor under the Guarantee will rank at least <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Guarantor (other than those preferred by mandatory provisions of law).
Listing:	The Notes will not be listed on any stock exchange.
Governing Law:	English law.
Clearing Systems:	Euroclear Bank S.A./N.V., as operator of the Euroclear System and Clearstream Banking, société anonyme.
Selling Restrictions:	Offers and sales of Notes are restricted in many jurisdictions including the United States of America, the United Kingdom, Japan, Switzerland, Luxembourg, Germany, Italy and France. Prospective investors are referred to the Selling Restrictions on page 16.

DESCRIPTION OF THE ISSUER

ENEL FINANCE INTERNATIONAL S.A

General

ENEL Finance International S.A. ("ENEL S.A.") was incorporated for an unlimited duration as a public limited liability company (société anonyme) under the laws of Luxembourg on 3rd July, 1997. The registered office of ENEL S.A. is at 31-33 boulevard du Prince Henri, L-1724, Luxembourg and its telephone number is +352 26 86 13 20. It is registered with the Luxembourg trade and companies register under number B.60 086. ENEL S.A. is owned as to 100 per cent. directly by ENEL Società Per Azioni. The business address of ENEL S.A. is at 31-33 boulevard du Prince Henri, L-1724, Luxembourg.

Corporate Purpose

According to article 3 of the articles of incorporation of ENEL S.A. (in its most recent version (*statuts coordonnés*) dated 14th December, 2001 which may be inspected during the normal business hours at the Luxembourg trade and companies register where copies may be obtained free of charge), the object of ENEL S.A. is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, and the ownership, administration, development and management of its portfolio. ENEL S.A. may also hold interests in partnerships. ENEL S.A. may borrow in any form and proceed to the issue of bonds and debentures.

In a general fashion ENEL S.A. may grant assistance to affiliated companies, take any controlling or supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purposes.

ENEL S.A. may further carry out any commercial, industrial or financial operations, as well as any transactions on real estate or on moveable property.

ENEL S.A. is a corporate taxpayer subject to common tax law and does not fall in the scope of the holding company law of 31st July, 1929.

Principal Activities

It is intended that ENEL S.A. shall continue to operate as a financing company for the Group (as defined below) raising funds through bond issuances, loans and other facilities. ENEL S.A. will then on-lend such funds to Group companies. As at the date hereof, ENEL S.A. has entered into, as a lender, two loan agreements with two companies of the Group in amounts, respectively, of €1,169,000,000 and €233,000,000. Such loans have a duration of 12 months each, and are renewed on a yearly basis and bear market interest rates.

Subsidiaries

ENEL S.A. holds 100 per cent. of ENEL Ireland Finance Ltd., a company established under the laws of Ireland, which acts as a financing company for the companies of the Group. The shareholders' equity of ENEL Ireland Finance Ltd. as at 31st December, 2004 was equal to €1,292,000,000.

Share Capital

The share capital of ENEL S.A. amounts to €1,391,900,230 and is represented by 139,190,023 shares with a nominal value of €10 each.

Management

ENEL S.A. is managed by a Board of Directors composed of four members, appointed by the general meeting of shareholders, who may, at any time, remove them. The Board of Directors is invested with broad powers to perform all acts of administration and disposition in compliance with the corporate objects of ENEL S.A.

ENEL S.A. is bound by the joint signatures of any two directors or by the joint or single signatures of any person to whom such signatory power shall have been delegated by the board of directors.

As at the date hereof, the members of the Board of Directors are:

1. Mr. Carlo Santoiemma, born in Matera (Italy) on 25th March, 1967;
2. Mr. Claudio Machetti, born in Rome on 30th October, 1958;
3. Mr. Biagio Cinelli born in Tripoli (Libya) on 22nd October, 1946; and
4. Mr Gabriele Frea, born in Rome on 7th May, 1967.

The business addresses of each of ENEL S.A.'s current board of directors is that of ENEL S.A.'s registered office at 31-33 boulevard du Prince Henri, L-1724, Luxembourg.

Conflicts of Interest

As at the date of this Information Memorandum, the above mentioned members of the Board of Directors and the principal officers of ENEL S.A. do not have potential conflicts of interests between any duties to the Group and their private interests or other duties.

Employees

As at the date hereof, ENEL S.A. has one employee.

DESCRIPTION OF THE GUARANTOR

ENEL – SOCIETÀ PER AZIONI

OVERVIEW

ENEL S.p.A. (the “**Company**”) is a *società per azioni* (joint stock company), incorporated under the laws of Italy. The Company’s *statuto* (by-laws) provides that the duration of the Company is until 31st December, 2100. Enel's registered office is at Viale Regina Margherita 137, Rome, Italy and its main telephone number is +39 06 83051. The Company is registered with the Italian Companies' Register held by the Chamber of Commerce of Rome at No. 00811720580.

The Company and its consolidated subsidiaries (together, “**Enel**” or the “**Group**”) constitute the principal electricity operator in Italy, with a leading position in the generation, distribution and sale of electricity. At 31st December, 2004, Enel had net installed capacity in Italy of approximately 42.0 Gigawatts (“**GW**”), which Enel estimates to have been approximately 52 per cent. of total Italian net installed capacity at that date. Enel's net electricity production in Italy in 2004 was 125.9 Terawatt-hour (“**TWh**”), and, based on data provided by Gestore della Rete Enel estimates that its production represented approximately 44 per cent. of Italian net production during 2004. At 31st December, 2004, Enel also had electricity generation plants outside Italy (in Spain, Bulgaria and North, Central and South America) with aggregate net installed capacity of approximately 3.9 GW, as well as sales and distribution operations in Spain with more than 600,000 customers. In addition, in early 2005, Enel agreed to acquire generation operations in Slovakia with a net installed capacity of approximately 6,900 MW which is expected to close at the end of 2005, and in April 2005 acquired distribution and sales operations in Romania with approximately 1.4 million customers. Based on revenues, Enel was one of the largest industrial companies in Italy in 2004, with operating revenues of €36,489¹ million. Enel earned net income of €2,706 million in 2004.

Enel is also active in the import, distribution and sale of natural gas. In 2004, Enel sold approximately 6.9 billion cubic meters of gas to third parties, of which approximately 5.2 billion cubic meters were sold to nearly 2 million end users.

In September 2005, Enel divested most of its interest in Terna S.p.A. (“**Terna**”), the principal Italian electricity transmission company, having entered into an agreement with Cassa Depositi e Prestiti S.p.A. (“**Cassa Depositi e Prestiti**”) to sell a 29.99 per cent. stake in Terna in May 2005. On 11th August, 2005 Enel completed the first of a series of transactions, for the sale of its wholly-owned subsidiary Wind Telecomunicazioni S.p.A. (“**Wind**”), which, with its subsidiaries offers fixed-line telephony, mobile telephony and Internet services.

Enel is also active in other sectors, including engineering and construction, information technology and facility management.

Enel currently operates its businesses through four separate divisions: Generation and Energy Management; Sales, Infrastructure and Networks; Services and Other Activities; and Corporate.

Enel has worked to face the challenges posed by market deregulation by capitalising on its expertise in the electricity and gas sectors and by seeking new opportunities for growth in Italy and abroad. Enel has refocused its operations on its core energy businesses, and aims to achieve cost leadership in the generation, distribution and sale of electricity and gas, and to make customer care a high priority. In addition, Enel will continue to evaluate strategically relevant international opportunities, both in new markets and in its existing markets, such as Spain, Bulgaria and Romania and, in the area of renewable energy, in North, Central and South America.

¹ The financial statements have been reformatted from the original Italian consolidated financial statement and include certain financial statement reclassifications and additional disclosure in order to conform more closely with the form and content of financial statements required by the United States Securities and Exchange Commission.

Enel's operations are currently organised into four business divisions: Generation and Energy Management; Sales, Infrastructure and Networks; Services and Other Activities; and Corporate.

Generation and Energy Management. Enel's Generation and Energy Management Division is responsible for Enel's operations related to the production of electricity and the procurement and trading of fuel for electricity generation, and includes power generation activities in Italy and abroad.

Enel is the largest producer of electricity in Italy. At 31st December, 2004, it had net installed capacity in Italy of approximately 42.0 GW, which it estimates to have been approximately 52 per cent. of total Italian net installed capacity at that date. Enel's net electricity production in Italy in 2004 was 125.9 TWh, and, based on data provided by the Gestore della Rete, it estimates that its production represented approximately 44 per cent. of Italian net production during 2004. Enel's net production declined by 8.7 per cent., or by 11.9 TWh, in 2004 as compared to 2003. As of 31st December, 2004, it had 595 generating plants in Italy, consisting of thermal, hydroelectric, geothermal and other renewable resources facilities. In 2004, 73.0 per cent. of its net production was from thermal plants, 22.7 per cent. was from hydroelectric plants and the remaining 4.3 per cent. was from geothermal and other renewable resources plants. Enel does not own or operate any nuclear plants in Italy.

At 31st December, 2004, Enel also had electricity generation plants outside Italy with aggregate net installed capacity of approximately 3.9 GW, including facilities in Spain, Bulgaria and North, Central and South America and manages a generation plant in Russia. In February 2005, it agreed to acquire generation operations in Slovakia; this transaction is expected to close by the end of 2005.

In 2004, the Generation and Energy Management Division had revenues after intrasegment eliminations of €12,982 million, reflecting revenues prior to intrasegment eliminations of €12,397 million in Italy and €623 million abroad. This compares to revenues after intrasegment eliminations of €12,607 million in 2003, reflecting revenues prior to intrasegment eliminations of €12,111 million in Italy and €518 million abroad (which in 2003 were attributed to its former International Division).

Sales, Infrastructure and Networks. Enel's Sales, Infrastructure and Networks Division operates in both the electricity and gas markets through two independent sub-divisions — a sales sub-division and an infrastructure and networks sub-division — responsible respectively for sales of products and services and for management of its distribution network.

Enel is the largest electricity distributor in Italy, distributing a total of 261.2 TWh of electricity in 2004. At 31st December, 2004, its Italian distribution network consisted of a total of 1,089,845 km of lines, mostly medium and low voltage, and 412,670 primary and secondary transformer substations, with a total transformer capacity of 153,677 MVA.

Enel is also the largest seller of electricity in Italy. The market for electricity sales in Italy is divided into a regulated market and a free market. Customers in the regulated market must purchase electricity from their local distributor; customers in the free market may choose from whom to purchase their electricity. In 2004, Enel sold electricity to approximately 23.2 million residential customers, which it estimates were approximately 87 per cent. of all residential customers in Italy. In 2004, Enel distributed and sold approximately 137.0 TWh of electricity on the regulated market, and distributed approximately 114 TWh of electricity and sold approximately 20.8 TWh of electricity on the free market (including sales to final customers by Enel Trade S.p.A. ("**Enel Trade**"), of Enel's Generation and Energy Management Division).

Enel is also active in the import, distribution and sale of natural gas. In 2004, Enel sold approximately 6.9 billion cubic meters of gas to third parties, of which approximately 5.2 billion cubic meters were sold to nearly 2 million end users.

At 31st December, 2004, Enel also had electricity sales and distribution activities in Spain, and on 28th April, 2005, it acquired a 51 per cent. interest in two electricity distribution and sales companies in Romania.

In 2004, the Sales, Infrastructure and Networks Division had revenues after intrasegment eliminations of €19,466 million, reflecting revenues prior to intrasegment eliminations of €17,619 million from its Italian electricity sales and

distribution operations, €433 million from international electricity sales and distribution operations, and €1,421 million from gas sales and distribution in Italy. In 2003, the division had revenues of €20,433 million, reflecting revenues of €18,673 million from its Italian electricity sales and distribution operations, €386 million from international electricity sales and distribution operations (which were attributed to its former International Division in 2003), and €1,374 million from gas sales and distribution in Italy. There were no intrasegment eliminations in 2003.

Services and Other Activities. Enel's Services and Other Activities Division includes, among other businesses, its engineering and construction, information technology and real estate services. Enel divested certain real estate assets through the sale in July 2004 of NewReal S.p.A. ("**NewReal**"), a company to which it contributed real estate assets having a market value of approximately €1,400 million, and in May 2005 divested most of its water activities. In 2004, this division had revenues of €1,799 million, compared to €2,742 million in 2003.

Corporate. The Company constitutes the Corporate Division and, as the parent company, defines the strategic objectives for the Group and coordinates the activities of all of its divisions. In addition, Enel manages finance operations and insurance risk coverage for all Group companies, identifies opportunities for international business development, and provides assistance and guidelines on organisational, industrial relations, accounting, administrative, tax and legal issues. In 2004, this division had revenues of €1,617 million, compared to €1,139 million in 2003.

Discontinued Operations

Transmission. Enel's Transmission Division has been historically comprised of Terna, which owns more than 90 per cent. of the transmission assets of Italy's national electricity grid, according to the latest evaluation by the Italian Energy Authority carried out in December 2004. Effective 15th September, 2005, Enel decreased its holding in Terna to approximately 6 per cent. Terna's transmission grid carries almost all the electricity transmitted to distribution networks for sale in Italy.

As of 31st December, 2004, Terna's transmission grid consisted of a total of approximately 38,696 km of lines and 300 primary transformer stations. The revenues of this division in 2004 were €1,023 million, of which €119 million were attributable to its transmission operations in Brazil, compared to €927 million in 2003, of which €53 million were attributable to its transmission operations in Brazil.

Telecommunications. The Telecommunications Division has historically comprised Wind and its subsidiaries. Enel has recently sold 67.25 per cent. of Wind.

As of 31st December, 2004, Wind provided mobile telephony services to a customer base in Italy comprising approximately 12.1 million mobile customer lines and had approximately 2.4 million fixed line customers and 17.1 million registered users for its Internet access services. This division's revenues in 2004 were €4,714 million, compared to €4,383 million in 2003.

TAXATION

1. General

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1st July, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

2. Luxembourg Taxation

(a) General

The following is a discussion of the material Luxembourg tax consequences with respect to the Notes. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to any particular Noteholder (as defined below), including tax considerations that arise from rules of general application or that are generally assumed to be known to Noteholders. It is not intended to be, nor should it be construed to be, legal or tax advice. This discussion is based on Luxembourg law as it stands on the date of this Information Memorandum and is subject to any change in law that may take effect after such date. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

(b) Withholding Tax

Under Luxembourg tax laws currently in effect, there is no withholding tax for resident and non-resident holders on payments of principal or interest, or on accrued but unpaid interest, nor is any Luxembourg withholding tax payable on payments received upon redemption, repurchase, or exchange of the Notes, except for interest payments made by a Luxembourg paying agent to individual beneficial owners who are tax resident of (i) another EU Member State, pursuant to the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments, or (ii) of certain non-EU countries and territories which have agreed to adopt similar measures than those provided for under the Council Directive 2003/48/EC, which are subject to withholding tax (see section on EU Savings Directive below). Responsibility for the withholding of such tax will be assumed by the Luxembourg paying agent and not by the Issuer except if the Issuer would be considered as paying agent.

(c) Taxes on Income and Capital Gains

Noteholders will not become residents, or be deemed to be resident in Luxembourg by reason only of the holding of the Notes.

Noteholders who are non-residents of Luxembourg and who do not hold the Notes through a permanent establishment in Luxembourg are not liable to Luxembourg income tax on (i) payments of principal or interest, (ii) accrued but unpaid interest, (iii) payments received upon redemption, repurchase or the exchange of the Notes, or (iv) capital gains on the sale of any Notes.

Noteholders resident in Luxembourg who are fully taxable, or non-resident Noteholders who have a permanent establishment in Luxembourg with which the holding of the Notes is connected, must for income tax purposes include

any interest received or accrued in their taxable income. They will not be liable for any Luxembourg income tax on repayment of principal.

Individual Luxembourg resident Noteholders are not subject to taxation on capital gains upon the disposal of the Notes, unless the disposal of the Notes precedes the acquisition of the Notes, or the Notes are disposed of within six months of the date of acquisition of these Notes. Upon a repurchase, redemption or exchange of the Notes, individual Luxembourg resident Noteholders must however include the portion of the repurchase, redemption or exchange price corresponding to accrued but unpaid interest in their taxable income.

A Luxembourg resident Noteholder that is governed by any of the following: (i) the law of 31 July 1929 on pure holding companies; (ii) the laws of 30 March 1988 and of 20 December 2002 on investment funds; (iii) the law of 22 March 2004 on securitisation; and (iv) the law of 15 June 2004 on the investment company in risk capital, will, under certain conditions, not be subject to any Luxembourg income tax in respect of interest received or accrued on the Notes, or on gains realised on the sale or disposal of Notes.

A corporate entity, or “société de capitaux”, which is a Luxembourg resident Noteholder, or a foreign entity of the same type which has a Luxembourg permanent establishment, will need to include in its taxable income the difference between the sale, repurchase, redemption or exchange price (including accrued but unpaid interest) and the lower of cost or book value of the Notes sold, repurchased, redeemed or exchanged. These Noteholders should not be liable for any Luxembourg income tax on repayment of principal upon repurchase, redemption or exchange of the Notes.

(d) Other Taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by a Noteholder as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption or repurchase of the Notes.

No estate or inheritance taxes are levied on the transfer of the Notes upon the death of the Noteholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes. Where a Noteholder is a resident for tax purposes of Luxembourg at the time of his death, the Bonds are included in his taxable estate, for inheritance tax or estate tax purposes. Gift tax may be due on a gift or donation of Bonds, if the gift is recorded in a deed passed in front of a Luxembourg notary or registered in Luxembourg.

Luxembourg net wealth tax will not be levied on a Noteholder, unless (i) such Noteholder is a resident in Luxembourg for the purpose of the relevant legal provisions; or (ii) the Notes are attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in Luxembourg. In such a case, the Noteholder must take the Notes into account for the purposes of Luxembourg wealth tax, except, under certain circumstances, if the Noteholder is governed by any of the following: (i) the law of 31 July 1929 on pure holding companies; (ii) the laws of 30 March 1988 and of 20 December 2002 on investment funds; (iii) the law of 22 March 2004 on securitisation; and (iv) the law of 15 June 2004 on the investment company in risk capital.

3. Italian Taxation

The following is a general guide only, based upon the taxation laws of the Republic of Italy as in effect on the date of this Information Memorandum, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect and should be treated with appropriate caution. The information below is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser of Notes. Prospective purchasers of Notes who are in doubt as to their tax position on purchase, ownership or transfer of any Notes are strongly advised to consult their own tax advisers.

(a) Tax treatment of Notes - General

Legislative Decree No. 239 of 1st April, 1996 as amended and supplemented (“**Legislative Decree No. 239**”), regulates the tax treatment of interest, premiums and other income (including the difference between the redemption amount and

the issue price) (hereinafter collectively referred to as “**Interest**”) from Notes issued, *inter alia*, by non-resident issuers and received by Italian resident Noteholders.

(b) Italian resident Noteholders

Where an Italian resident Noteholder who is the beneficial owner of the Notes is (i) an individual not engaged in entrepreneurial activity, (ii) a partnership, other than a *società in nome collettivo* or *società in accomandita semplice* or similar non-commercial partnership, (iii) a non-commercial private or public institution or (iv) an investor exempt from Italian corporate income taxation, interest payments relating to the Notes are subject to a final withholding tax, referred to as *imposta sostitutiva*, levied at the rate of 27 per cent.

The 27 per cent. *imposta sostitutiva* is also applicable to Italian collective investment funds, SICAVs and Italian resident pension funds referred to in Legislative Decree No.124 of 21st April, 1993.

Where the Italian resident Noteholder who is the beneficial owner of the Notes is a corporation or a similar commercial entity, or a permanent establishment of a foreign corporation and the Notes are deposited with an authorised intermediary, payments of Interest will not be subject to *imposta sostitutiva*, but must be included on an accrual basis in the relevant Noteholder’s annual income tax return and are therefore subject to general Italian corporate taxation, according to the ordinary rules.

(c) Payments made by the Guarantor

With respect to payments made by the Guarantor under the Guarantee, in accordance with one interpretation of Italian fiscal law, any payment of Interest from the Notes may be subject to a withholding tax at the rate of 12.5 per cent. final or on account depending on the “status” of the Noteholder, pursuant to Presidential Decree No. 600 of 29th September, 1973, as amended (“**Decree No. 600**”). In the case of payments to non-Italian residents, the withholding tax may be applied at the rate of 27 per cent. if, in certain circumstances, payments are made to non-Italian residents who are resident in tax haven countries as defined in Article 110 of Law No. 917 of 22nd December, 1986 as amended by Legislative Decree No. 344 of 12th December, 2003 and in the Ministerial Decree of 23rd January, 2002 both as amended from time to time. Double taxation treaties entered into by Italy may apply, allowing for a lower (or in certain cases, nil) withholding tax rate. In accordance with another interpretation, any such payment made by the Guarantor will be treated, in certain circumstances, as a payment by the Issuer and made subject to the tax treatment described above.

(d) Implementation in Italy of the EU Savings Directive

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (“**Decree No. 84**”). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid starting from 1 July 2005 to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian Tax Authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

SELLING RESTRICTIONS

1. General

Each Dealer has represented, warranted and agreed that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes; and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute this Memorandum or any document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2. United States of America

The Notes and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the Notes and the Guarantee may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Accordingly, each Dealer has represented and agreed that it has offered and sold, and will offer and sell, the Notes and the Guarantee outside the United States to non-U.S. persons only in accordance with Rule 903 of Regulation S under the Securities Act and that neither it, nor any of its affiliates nor any person acting on its or their behalf, has engaged or will engage in any directed selling efforts with respect to the Notes or the Guarantee, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act. Each Dealer has also agreed that, at or prior to confirmation of sale of Notes and the Guarantee, it will have sent to each distributor, dealer or person receiving a selling commission, fee or other remuneration that purchases Notes and the Guarantee from it a confirmation or notice substantially to the following effect:

“The Securities covered hereby have not been registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.”

Terms used in this paragraph have the meanings given to them by Regulation S.

3. The United Kingdom

Each Dealer has represented and agreed that:

- (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business;
- (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (“**FSMA**”) by the Issuer;
- (c) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (d) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

4. Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the “**Securities and Exchange Law**”) and, accordingly, each Dealer has undertaken that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan. For these purposes “**Japanese Person**” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

5. Luxembourg

The Notes may not be offered or sold to the public in the Grand Duchy of Luxembourg, directly or indirectly, and neither this Information Memorandum nor any other circular, prospectus, form of application, advertisement or other material may be distributed, or otherwise made available in, or from or published in, the Grand Duchy of Luxembourg except in circumstances which do not constitute a public offer of securities to the public in Luxembourg.

6. Italy

The Notes may not be offered in Italy.

7. Switzerland

Each Dealer has agreed in respect of Notes denominated in Swiss Francs that it will comply with any laws, regulations or guidelines in Switzerland from time to time, including, but not limited to, any made by the Swiss National Bank, in relation to the offer, sale, delivery or transfer of such Notes or the distribution of any offering material in respect of such Notes.

8. The Republic of Germany

Each Dealer has represented and agreed that it will only offer, sell or publicly promote or advertise the Notes in the Federal Republic of Germany in compliance with the provisions of the German Securities Selling Prospectus Act (*Wertpapierverkaufsprospektgesetz*) of 9th September, 1998, as amended or any other laws applicable in the Federal Republic of Germany governing the issue, offering and sale of the Notes in the Federal Republic in Germany.

9. France

The Issuer and each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, Notes to the public in France and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Information Memorandum or any other offering material relating to the Notes and that such offers, sales and distributions have been and will only be made in France to qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in and in accordance with articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*. The Information Memorandum has not been submitted for clearance to the *Autorité des marchés financiers*.

FORM OF THE NOTES

Part I Form of Global Note

ENEL FINANCE INTERNATIONAL S.A.

(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, boulevard du Prince Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B.60.086)

Guaranteed by
ENEL - SOCIETÀ PER AZIONI
(incorporated with limited liability in Italy)

[Interest Bearing/Index Linked/Discounted]^(*) Global Note

No: _____ Series No: _____
Issued in London on: _____ Maturity Date: _____
Contractual Currency: _____ Denomination: _____
Principal Amount¹: _____ Nominal Amount²: _____
(words and figures if a Sterling Note) (words and figures if a Sterling Note)
Calculation Agent²: _____ Minimum Redemption Amount: [£100,000
(Principal) (One hundred thousand pounds)]³[U.S.\$500,000, ¥100,000,000 or euro
500,000 (or its equivalent in the Contractual Currency)]
Fixed Interest Rate:⁴ _____ % per annum Margin:⁵ _____ %
Calculation Agent:⁵ _____ Reference Banks:⁵ _____
(Interest)
Interest Payment Dates:⁶ _____ Reference Rate: LIBOR/EURIBOR:⁷ _____
Interest Commencement Date:⁸ _____

- * Delete as appropriate.
1 Complete for Notes other than index linked Notes.
2 Complete for index linked Notes only.
3 For Sterling Notes.
4 Complete for fixed rate interest bearing Notes only.
5 Complete for floating rate interest bearing or index linked Notes only.
6 Complete for interest bearing Notes if interest is payable before Maturity Date.
7 Delete as appropriate. The Reference Rate should always be LIBOR unless the Note is denominated in euro and the Issuer and the relevant Dealer agree EURIBOR should be used instead.
8 Complete for interest bearing Yen denominated Notes only.

1. For value received, ENEL Finance International S.A. (the “**Issuer**”) promises to pay to the bearer of this Global Note on the Maturity Date:
- the above Principal Amount; or
 - if this Global Note is index linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent, in accordance with the redemption or interest calculation, a copy of which is attached to this Global Note and/or is available for inspection at the office of the Principal Paying Agent referred to below,
- together with interest thereon at the rate and at the times (if any) specified herein. All such payments shall be made in accordance with the Issue and Paying Agency Agreement dated 7 November, 2005 between the Issuer, ENEL - Società per azioni (the “**Guarantor**”) and Deutsche Bank AG, London Branch as issue agent (the “**Issue Agent**”) and as principal paying agent (the “**Principal Paying Agent**”), a copy of which is available for inspection at the office of the Principal Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the office of the Principal Paying Agent referred to above by transfer to an account denominated in the Contractual Currency maintained by the bearer in the principal financial centre in the country of the Contractual Currency (or, in the case of a Global Note denominated or payable in euros in the principal financial centre of a country which operates a clearing system in euros (the “**Payment Centre**”).
2. This Global Note is issued in representation of an issue of Notes in the aggregate Principal Amount or Nominal Amount specified above.
3. All payments in respect of this Global Note will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of a Tax Jurisdiction (as defined below) unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction, except that no such additional amounts shall be payable:
- where the relevant Note is presented for payment in the Grand Duchy of Luxembourg or in the Republic of Italy;
 - where the relevant bearer is liable for such taxes or duties by reason of his having some connection with a Tax Jurisdiction or with the Republic of Italy other than the mere holding of such Note; or
 - where the relevant bearer would be able to avoid such withholding or deduction by making a declaration or any other statement, including but not limited to a declaration of residence or non-residence, but fails to do so; or
 - where the relevant bearer is able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a

Member State of the European Union; or

- (v) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Payment Business Day (as defined below), the next succeeding Payment Business Day); or
- (vi) in relation to any payment or deduction on principal, interest or other proceeds of any Note or Coupon on account of imposta sostitutiva pursuant to Legislative Decree No. 239 of 1st April, 1996 as amended or supplemented from time to time; or
- (vii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

“**Tax Jurisdiction**” means Luxembourg or any jurisdiction through, in or from which payments are made or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or political subdivision or authority thereof or therein to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes.

“**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes in accordance with the terms of the Notes.

- 4. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Global Note or the holder or beneficial owner of any interest herein or rights in respect hereof shall not be entitled to any interest or other sums in respect of such postponed payment. “**Payment Business Day**”, as used herein, shall mean any day, other than a Saturday or a Sunday, on which (a) deposits in the relevant currency may be dealt in on the London interbank market, (b) commercial banks are open for general business in London and in the place of payment for the relevant currency, (c) on which both Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or any relevant clearing system are operating and (d) in relation to a payment to be made in euro, a day on which the TARGET system is operating credit or transfer instructions in respect of payments in euro (a “**euro Business Day**”). “**TARGET**” means the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) system or any successor thereto.
- 5. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.
- 6. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form in the following circumstances, whether before, on or, subject as provided below, after the Maturity Date:
 - (a) if agreed between the Issuer and the relevant Dealer at the time of issue, upon request by the bearer;
 - (b) if Euroclear or Clearstream, Luxembourg is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or announces an intention to cease permanently to do business or does in fact do so and no alternative clearing system is available; and/or
 - (c) if default is made in the payment of any amount payable in respect of this Global Note.

If an event in paragraph (a), (b) or (c) above occurs, the Issuer hereby undertakes that, upon presentation and surrender of this Global Note during normal business hours at the above offices of the Issue Agent, the Issuer will procure the delivery to the bearer of duly executed and authenticated bearer definitive Notes in the relevant currency in an aggregate principal amount or nominal amount (as applicable) equal to the Principal Amount or Nominal Amount (as applicable) of this Global Note, such delivery to take place in the case of paragraph (b) or (c) above on a date not later than 5.00 p.m. (London time) on the thirtieth day after surrender of this Global Note.

- 7. If, for whatever reason, definitive Notes are not issued pursuant to the terms of this Global Note in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under the Deed of Covenant dated 7 November, 2005 entered into by the Issuer).
- 8. If this is an interest bearing Global Note, then:
 - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 (a) or (b) (as the case may be) shall be payable on such fifteenth day; and
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment.
- 9. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (a) interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at the Fixed Interest Rate specified above with the resulting figure being rounded to the nearest amount of the relevant currency which is available as legal tender in the country or countries (in the case of the euro) of the relevant currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an “**Interest Period**” for the purposes of this paragraph.
- 10. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (A) (a) if this Global Note specifies LIBOR as the Reference Rate, interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at a rate (the “**Rate of Interest**”) determined on the following basis:-

- (i) on the first day of each Interest Period (for a Global Note denominated in Sterling) or, if this Global Note is denominated in euro, the second euro Business Day before the beginning of each Interest Period or, if this Global Note is denominated in any other currency the second London Business Day (as defined below) before the beginning of each Interest Period (each a “**LIBOR Interest Determination Date**”) the Calculation Agent will determine the offered rate for deposits in the Contractual Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as page 3750 or 3740 on the Telerate Monitor (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Contractual Currency for a duration approximately equal to the Interest Period). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears, as determined by the Calculation Agent;
 - (ii) if on any LIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Contractual Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
 - (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied;
- (b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the “**Amount of Interest**”) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount or Nominal Amount (as applicable) of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Principal Paying Agent), by 365 and rounding the resulting figure to the nearest amount of the Contractual Currency which is available as legal tender in the country of the Contractual Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**” for the purposes of this paragraph;
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
- (f) as used above, “**London Business Day**” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.
- (B) (a) if this Global Note specifies EURIBOR as the Reference Rate, interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the “**Rate of Interest**”) determined on the following basis:-
- (i) on the second euro Business Day (as defined in paragraph 4 above) before the beginning of each Interest Period (each a “**EURIBOR Interest Determination Date**”) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as page 248 on the Telerate Monitor (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears, as determined by the Calculation Agent;
 - (ii) if on any EURIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
 - (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied;
- For the purposes of this Global Note, “**euro-zone**” means the region comprised of the countries whose lawful currency is the euro.
- (b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the “**Amount of Interest**”) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal

Amount or Nominal Amount (as applicable) of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent. (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;

- (c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**” for the purposes of this paragraph; and
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.

11. Repayment of the principal and payment of any interest or premium in connection with this Global Note has been guaranteed by the Guarantor under the Deed of Guarantee dated 7 November, 2005, copies of which may be inspected during normal business hours at the office of the Principal Paying Agent referred to above.
12. If this Global Note is denominated in Sterling, the Principal Amount or Minimum Redemption Amount (as applicable) shall be not less than £100,000 and if this Global Note is denominated in a currency other than Sterling, the Principal Amount or Minimum Redemption Amount (as applicable) shall not be less than euro 500,000 (or its equivalent in the Contractual Currency).
13. Instructions for payment must be received at the offices of the Principal Paying Agent together with this Global Note as follows:
 - (a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Payment Business Days prior to the relevant payment date;
 - (b) if this Global Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and in all other cases, at least one Payment Business Day prior to the relevant payment date.
14. No person shall have any right to enforce any term or condition of this Global Note by virtue of the Contracts (Rights of Third Parties) Act 1999.
15. This Global Note shall not be validly issued unless manually authenticated by Deutsche Bank AG, London Branch as Issue Agent.
16. This Global Note is governed by, and shall be construed in accordance with, English law.

Signed on behalf of

ENEL FINANCE INTERNATIONAL S.A.

By:
(Member of the board of ENEL Finance International S.A.)

By:
(Member of the board of ENEL Finance International S.A.)

Signed on behalf of

ENEL - SOCIETÀ PER AZIONI

By:
(Authorised Signatory)

AUTHENTICATED by
DEUTSCHE BANK AG, LONDON BRANCH
without recourse, warranty or liability
and for authentication purposes only

By:
(Authorised Signatory)

By:
(Authorised Signatory)

SCHEDULE

Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Principal Paying Agent

Pro forma Redemption Calculation
(Index linked Global Note)

This is the Redemption Calculation relating to the attached index linked Global Note:

Calculation Date:

Calculation Agent:

Minimum Redemption Amount
(per Note):

U.S.\$500,000 or ¥100,000,000 or euro 500,000 (or its equivalent in the Contractual Currency)
[£100,000] (*for Sterling Notes only*)

Redemption Amount:

to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

.....
For ENEL FINANCE INTERNATIONAL S.A.

.....
For ENEL - SOCIETÀ PER AZIONI

Note: The Calculation Agent is required to notify the Principal Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

Part II
Form of Definitive Note

ENEL FINANCE INTERNATIONAL S.A.

(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, boulevard du Prince Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B.60.086)

Guaranteed by
ENEL - SOCIETÀ PER AZIONI
(incorporated with limited liability in Italy)

[Interest Bearing/Index Linked/Discounted]^(*) Note

No: _____	Series No: _____
Issued in London on: _____	Maturity Date: _____
Contractual Currency: _____	Principal Amount: ¹ _____ <i>(words and figures for Sterling Notes)</i>
Nominal Amount: ² _____ <i>(words and figures for Sterling Note)</i>	Calculation Agent: ² _____ (Principal)
Fixed Interest Rate: ³ _____ % per annum	
Minimum Redemption Amount:	[£100,000 (<i>One hundred thousand pounds</i>)] ⁴ /[U.S.\$500,000, ¥100,000,000 or euro 500,000 (or its equivalent in the Contractual Currency)]
Calculation Agent: ⁵ _____ <i>(Interest)</i>	Margin: ⁵ _____
Interest Payment Dates: ⁶ _____	Reference Banks: ⁵ _____
Interest Commencement Date: ⁸ _____	Reference Rate: LIBOR/EURIBOR ⁷ _____

- * Delete as appropriate.
- 1 Complete for Notes other than index linked Notes.
- 2 Complete for index linked Notes only.
- 3 Complete for fixed rate interest bearing Notes only.
- 4 For Sterling Notes.
- 5 Complete for floating rate interest bearing and index linked Notes only.
- 6 Complete for interest bearing Notes if interest is payable before Maturity Date.
- 7 Delete as appropriate. The Reference Rate should always be LIBOR unless the Note is denominated in euro and the Issuer and relevant Dealer agree EURIBOR should be used instead.
- 8 Complete for interest bearing Yen denominated Notes only.

1. For value received, ENEL Finance International S.A. (the “**Issuer**”) promises to pay to the bearer of this Note on the Maturity Date:
- (a) the above Principal Amount; or
- (b) if this Note is index linked, an amount (representing either principal or interest) to be calculated by the Calculation Agent, in accordance with the redemption or interest calculation, a copy of which is attached to this Note and/or is available for inspection at the office of the Principal Paying Agent referred to below,
- together with interest thereon at the rate and at the times (if any) specified herein. All such payments shall be made in accordance with the Issue and Paying Agency Agreement dated 7 November, 2005 between the Issuer, ENEL – Società per azioni (the “**Guarantor**”) and Deutsche Bank AG, London Branch (the “**Principal Paying Agent**”), a copy of which is available for inspection at the office of the Principal Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note at the office of the Principal Paying Agent referred to above by transfer to an account denominated in the Contractual Currency maintained by the bearer in the principal financial centre in the country of the Contractual Currency (or, in the case of a Note denominated or payable in euros, in the principal financial centre of a country which operates a clearing system in euros (the “**Payment Centre**”)).
2. All payments in respect of this Note will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of a Tax Jurisdiction (as defined below) unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction, except that no such additional amounts shall be payable:
- (i) where the relevant Note is presented for payment in Luxembourg or in the Republic of Italy;
- (ii) where the relevant bearer is liable for such taxes or duties by reason of his having some connection with a Tax Jurisdiction or with the Republic of Italy other than the mere holding of such Note; or
- (iii) where the relevant bearer would be able to avoid such withholding or deduction by making a declaration or any other statement, including but not limited to a declaration of residence or non-residence, but fails to do so; or

- (iv) where the relevant bearer is able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union; or
- (v) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant bearer would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Payment Business Day (as defined below), the next succeeding Payment Business Day); or
- (vi) in relation to any payment or deduction on principal, interest or other proceeds of any Note or Coupon on account of *imposta sostitutiva* pursuant to Legislative Decree No. 239 of 1st April, 1996 as amended or supplemented from time to time; or
- (vii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

“**Tax Jurisdiction**” means Luxembourg or any jurisdiction through, in or from which payments are made or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or political subdivision or authority thereof or therein to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes.

“**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes in accordance with the terms of the Notes.

3. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and the bearer of this Note or the holder or beneficial owner of any interest herein or rights in respect hereof shall not be entitled to any interest or other sums in respect of such postponed payment. “**Payment Business Day**”, as used herein, shall mean any day, other than a Saturday or a Sunday, on which (a) deposits in the relevant currency may be dealt in on the London interbank market, (b) commercial banks are open for general business in London and in the place of payment for the relevant currency, (c) on which both Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or any relevant clearing system are operating and (d) in relation to a payment to be made in euro, a day on which the TARGET system is operating credit or transfer instructions in respect of payments in euro (a “**euro Business Day**”). “**TARGET**” means the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) system or any successor thereto.
4. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.
5. If this is an interest bearing Note, then:
 - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 (a) or (b) (as the case may be) above shall be payable on such fifteenth day; and
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment.
6. If this Note is a Fixed Rate Note, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (a) interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at the Fixed Interest Rate specified above with the resulting figure being rounded to the nearest amount of the relevant currency which is available as legal tender in the country or countries (in the case of the euro) of the relevant currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an “**Interest Period**” for the purposes of this paragraph.
7. If this Note is a Floating Rate Note and specifies LIBOR as the Reference Rate, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:
 - (a) interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at a rate (the “**Rate of Interest**”) determined on the following basis:
 - (i) if this Note is denominated in Sterling, on the first day of each Interest Period or if this Note is denominated in euro, the second euro Business Day before the beginning of each Interest Period or if this Note is denominated in any other currency the second London Business Day (as defined below) before the beginning of each Interest Period (each a “**LIBOR Interest Determination Date**”) the relevant Calculation Agent will determine the offered rate for deposits in the Contractual Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as page 3750 or 3740 on the Telerate Monitor (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Contractual Currency for a duration approximately equal to the Interest Period). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears, as determined by the Calculation Agent;
 - (ii) if on any LIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Contractual Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
 - (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to

which (i) or (ii) above shall have applied;

- (b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the “**Amount of Interest**”) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount or Nominal Amount (as applicable) of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Note is denominated in Sterling or market practice so dictates (as determined by the Principal Paying Agent), by 365 and rounding the resulting figure to the nearest amount of the Contractual Currency which is available as legal tender in the country of the Contractual Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**” for the purposes of this paragraph;
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the bearer of this Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
- (f) as used above, “**London Business Day**” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

8. If this Note is a Floating Rate Note and specifies EURIBOR as the Reference Rate, interest shall be calculated on the Principal Amount or Nominal Amount (as applicable) as follows:

- (a) Interest shall be payable on the Principal Amount or Nominal Amount (as applicable) in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the “**Rate of Interest**”) determined on the following basis:
 - (i) on the second euro Business Day (as defined in paragraph 3 above) before the beginning of each Interest Period (each a “**EURIBOR Interest Determination Date**”) the relevant Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on the display designated as page 248 on the Telerate Monitor (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration equal to the Interest Period). The Rate of Interest for such Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the rate which so appears, as determined by the Calculation Agent;
 - (ii) if on any EURIBOR Interest Determination Date for any reason such offered rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
 - (iii) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (i) or (ii) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (i) or (ii) above shall have applied;

For the purposes of this Note “**euro-zone**” means the region comprised of the countries whose lawful currency is the euro.

- (b) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the “**Amount of Interest**”) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal or Nominal Amount (as applicable) of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent. (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (c) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**” for the purposes of this paragraph; and
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the bearer of this Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.

9. Repayment of the principal and payment of any interest or premium in connection with this Note has been guaranteed by the Guarantor under the Deed of Guarantee dated 7 November, 2005, copies of which may be inspected during normal business hours at the office of the Principal Paying Agent referred to above.

10. Instructions for payment must be received at the offices of the relevant paying agent together with this Note as follows:

- (a) if this Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Payment Business Days prior to the relevant payment date;
 - (b) if this Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
- in all other cases, at least one Payment Business Day prior to the relevant payment date.

11. No person shall have any right to enforce any term or condition of this Note by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. This Note shall not be validly issued unless manually authenticated by Deutsche Bank AG, London Branch as Issue Agent.

13. This Note is governed by, and shall be construed in accordance with, English law.

Signed in facsimile on behalf of
ENEL FINANCE INTERNATIONAL S.A.

By:
(Member of the Board of ENEL Finance International S.A.)

By:
(Member of the Board of ENEL Finance International S.A.)

Signed in facsimile on behalf of
ENEL – SOCIETÀ PER AZIONI

By:
(Authorised Signatory)

AUTHENTICATED by
DEUTSCHE BANK AG, LONDON BRANCH
without recourse, warranty or liability
and for authentication purposes only

By:
(Authorised Signatory)

By:
(Authorised Signatory)

SCHEDULE
Payments of Interest

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Principal Paying Agent

Pro forma Redemption Calculation
(Index linked Note)

This is the Redemption Calculation relating to the attached index linked Note:

Calculation Date:

Calculation Agent:

Minimum Redemption Amount
(per Note):

U.S.\$500,000, ¥100,000,000 or euro 500,000 (or its equivalent in the Contractual Currency)
[£100,000] (for Sterling Notes only)

Redemption Amount:

to be calculated by the Calculation Agent as follows:

[Insert particulars of index and redemption calculation]

[Indicate whether the calculation refers to principal or coupon]

Confirmed:

.....
For ENEL FINANCE INTERNATIONAL S.A.

.....
For ENEL – SOCIETÀ PER AZIONI

Note: The Calculation Agent is required to notify the Principal Paying Agent for the Notes of the Redemption Amount immediately upon completing its calculation of the same.

FORM OF THE DEED OF GUARANTEE

The obligations of the Issuer have been irrevocably and unconditionally guaranteed by ENEL - Società per Azioni under a Deed of Guarantee, the terms of which are set out below.

THIS DEED OF GUARANTEE is made on 7 November, 2005

BY

- (1) ENEL - SOCIETÀ PER AZIONI (the “**Guarantor**”)

IN FAVOUR OF

- (2) **THE NOTEHOLDERS** (as defined below) for the time being and from time to time of the Notes (as defined below); and
- (3) **THE RELEVANT ACCOUNT HOLDERS** (as defined below).

WHEREAS

- (A) ENEL Finance International S.A. (the “**Issuer**”) and the Guarantor have entered into a Dealer Agreement (the “**Dealer Agreement**”, which expression includes the same as it may be amended and/or supplemented and/or restated from time to time) dated 7 November, 2005 with the Dealers named therein under which the Issuer may from time to time issue Notes (such Notes as issued by the Issuer being “**Notes**”, such expression to include Definitive Notes and Notes represented by a Global Note).
- (B) Each Global Note may, after issue, be deposited with a depository for one or more Clearing Systems (as defined in the Deed of Covenant (as defined below)) (together, the “**Relevant Clearing System**”). Upon any deposit of a Global Note the Underlying Notes (as defined in the Deed of Covenant) represented by the Global Note will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System which has Underlying Notes credited to its securities account from time to time (each a “**Relevant Account Holder**”) will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer in accordance with the terms of the relevant Global Note) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (C) The Issuer and the Guarantor have, in relation to the Notes, entered into a agency agreement (the “**Agency Agreement**” which expression includes the same as it may be amended and/or supplemented and/or restated from time to time) dated 7 November, 2005 with Deutsche Bank AG, London Branch as issuing and principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor principal paying agent) and the other agents named therein.
- (D) The Issuer has executed a Deed of Covenant on 7 November, 2005 (the “**Deed of Covenant**”, which expression includes the same as it may be amended and/or supplemented and/or restated from time to time), relating to Global Notes.
- (E) The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time by the Issuer to the Beneficiaries (as defined below) in respect of (i) the Notes issued by the Issuer and/or (ii) the Deed of Covenant executed by the Issuer, on the terms and conditions contained herein. Any Notes issued by the Issuer on or after the date hereof will be issued with the benefit of this Guarantee. This does not affect any Notes issued prior to the date of this Guarantee.

NOW THIS GUARANTEE WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

In this Guarantee the following expressions have the following meanings:

“**Beneficiaries**” means the Noteholders and the Relevant Account Holders and each a “**Beneficiary**”;

“**Noteholder**” means at any time, in relation to any Note, the person who is the bearer of such Note; and

“**person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency or a state or other entity whether or not having separate legal personality.

1.2 Other defined terms

Unless otherwise defined herein or the context otherwise requires, terms defined in the Dealer Agreement have the same meanings in this Guarantee.

The provisions of this Guarantee shall apply to all Notes.

2. GUARANTEE AND INDEMNITY

- 2.1 (a) In relation to the Issuer and any Notes issued by it and in relation to the Deed of Covenant executed by the Issuer, the Guarantor as principal obligor hereby unconditionally and irrevocably guarantees by way of deed poll to each Beneficiary the due and punctual payment of all amounts due from time to time to such Beneficiary by the Issuer in respect of any such Note or under the Deed of Covenant in respect thereof, as the case may be, (including any premium or any other amounts of whatever nature or additional amounts which may become payable under any of the foregoing) when and as the same shall become due and payable in accordance with the terms thereof. In case of the failure of the Issuer punctually to make any such payment, the Guarantor hereby undertakes to cause such payment to be made punctually when and as the same shall become due and payable, whether at maturity, upon redemption by acceleration of maturity or otherwise, as if such payment were made by the Issuer in accordance with the terms thereof. The Guarantor hereby waives any requirement that any Beneficiary, in the event of any default of such payment by the Issuer, first makes demand upon or seeks to enforce remedies against the Issuer before seeking to enforce this Guarantee; agrees that its obligations under this Guarantee shall be unconditional and irrevocable irrespective of the validity, regularity or enforceability of such Notes or the Deed of Covenant in respect thereof, the absence of any action to enforce the same, any waiver or consent by any Beneficiary with respect to any provisions thereof, the recovery of any judgment against the Issuer or any action to enforce the same, any consolidation, merger, conveyance or transfer by the Issuer or any other circumstance which might otherwise constitute a legal or equitable discharge or defence of a guarantor; and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in all such Notes, the Deed of Covenant and this Guarantee in respect thereof.
- (b) For so long as any Global Note is held on behalf of the Relevant Clearing System each person (other than a Clearing System) who is for the time being a Relevant Account Holder shall be treated by the Guarantor as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of Notes for which purpose the bearer of the relevant Global Note shall be treated by the Guarantor as the holder of such Note in accordance with and subject to the terms of the relevant Global Note.

- (c) The Guarantor covenants in favour of each Relevant Account Holder that it will make all payments under this Guarantee in respect of the nominal amount of Notes for the time being shown in the records of any Relevant Clearing System as being held by the Relevant Account Holder and represented by a Global Note to the bearer of such Global Note in accordance with the terms of this Guarantee and acknowledges that each Relevant Account Holder may take proceedings to enforce this covenant and any of the other rights which it has under this Guarantee directly against the Guarantor.

2.2 Status

The obligations of the Guarantor under this Guarantee are direct, unconditional, and unsecured and unsubordinated obligations of the Guarantor and rank at least equally with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, other than obligations, if any, that are mandatorily preferred by statute or by operation of law.

2.3 Indemnity

The Guarantor irrevocably and unconditionally agrees as a primary obligation to each Beneficiary that, if any sum referred to in Clause 2.1 is not recoverable from the Guarantor thereunder for any reason whatsoever (including, without limitation, by reason of any Note and/or the Deed of Covenant or the provision thereof being or becoming void, voidable, unenforceable or otherwise invalid or ineffective for any reason under any applicable law), then (notwithstanding that the same may have been known to such Beneficiary or any other person), the Guarantor will pay such sum by way of a full indemnity to such Beneficiary on demand against any loss incurred by it, in the manner and currency prescribed by in the Notes. This indemnity constitutes a separate and independent obligation from the other obligations under this Guarantee and shall give rise to a separate and independent cause of action.

3. PRESERVATION OF RIGHTS

3.1 Continuing obligations

The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the Issuer's obligations under or in respect of any Note and/or the Deed of Covenant and shall continue in full force and effect until no sum remains payable under any Note and/or the Deed of Covenant, and all other actual or contingent obligations of the Issuer thereunder or in respect thereof have been satisfied, in full. Furthermore, these obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of a Beneficiary, whether from the Guarantor or otherwise.

3.2 Obligations not discharged

Without affecting any of the Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor. Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred upon the Beneficiaries by this Guarantee or by law shall be discharged, impaired or otherwise affected by:

- 3.2.1 the winding up, dissolution, administration or re-organisation of the Issuer or any change in its status, function, control or ownership or that of any other person;
- 3.2.2 any of the obligations of the Issuer under or in respect of any Note and/or the Deed of Covenant being or becoming illegal, invalid, unenforceable or ineffective in any respect;

- 3.2.3 any time, waiver, consent or other indulgence being granted or agreed to be granted to the Issuer or any other person in respect of any of their obligations under or in respect of any Note and/or the Deed of Covenant;
- 3.2.4 any amendment to, or any variation, waiver or release of, any obligation of the Issuer under or in respect of any Note and/or the Deed of Covenant or any security or other guarantee or indemnity in respect thereof;
- 3.2.5 the making or absence of any demand on the Issuer or any other person for payment or the enforcement or absence of enforcement of any Note and/or the Deed of Covenant; or
- 3.2.6 any other act, event or omission which, but for this sub-clause, might operate to discharge, impair or otherwise affect the obligations expressed to be assumed by the Guarantor herein or any of the rights, powers or remedies conferred upon the Beneficiaries or any of them by this Guarantee or by law.

3.3 **Settlement Conditional**

Any settlement or discharge between the Guarantor and the Beneficiaries or any of them shall be conditional upon no payment to the Beneficiaries or any of them by the Issuer or any other person on the Issuer's behalf being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application for the time being in force and, in the event of any such payment being so avoided or reduced, the Beneficiaries shall be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred. Each Beneficiary may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

3.4 **Exercise of Rights**

No Beneficiary shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Guarantee or by law:

- 3.4.1 to make any demand of the Issuer save for the presentation of the relevant Note;
- 3.4.2 to take any action or obtain judgment in any court against the Issuer; or
- 3.4.3 to make or file any claim or proof in a winding up or dissolution of the Issuer,

and (save as aforesaid) the Guarantor hereby expressly waives presentment, demand, protest and notice of dishonour in respect of each Note and the Deed of Covenant.

3.5 **Deferral of Guarantor's rights**

The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of any Note and/or the Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder or in respect thereof, the Guarantor will not exercise any rights which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:

- 3.5.1 to be indemnified by the Issuer; or
- 3.5.2 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Beneficiary against the Issuer in respect of amounts paid by the Guarantor under this Guarantee or any security enjoyed in connection with any Note and/or the Deed of Covenant by any Beneficiary.

The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of any Note and/or the Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder, the Guarantor shall not, after a claim has been made or by virtue of any payment or performance by it under this Guarantee:

- (i) claim, rank, prove or vote as a creditor of the Issuer or its respective estates in competition with any Beneficiary (or any trustee or agent on its behalf); or
- (ii) receive, claim or have the benefit of any payment, distribution or security from or on account of the Issuer, or exercise any right of set-off as against the Issuer.

3.6 Appropriations

The Guarantor agrees that, so long as any sums are or may be owed by the Issuer in respect of any Note and/or the Deed of Covenant or the Issuer is under any other actual or contingent obligation thereunder, each Beneficiary (or any trustee or agent on its behalf) may:

- 3.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Beneficiary (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and the Guarantor shall not be entitled to the benefit of the same; and
- 3.6.2 hold in a suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Guarantee, without liability to pay interest on those moneys.

4. DEPOSIT OF GUARANTEE

This Guarantee shall take effect as a Deed Poll for the benefit of the Beneficiaries from time to time. This Guarantee shall be deposited with and held by the Principal Paying Agent at its specified office until the date which is five years after all the obligations of the Issuer under or in respect of any Notes and the Deed of Covenant have been discharged in full. The Guarantor hereby acknowledges the right of every Beneficiary to the production of, and the right of every Beneficiary to obtain a copy of, this Guarantee.

5. STAMP DUTIES

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Guarantee and any action taken by any Beneficiary to enforce the provisions of this Guarantee, and shall indemnify each Beneficiary against any documented claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, documented legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

6. WITHHOLDING OR DEDUCTION

All payments by the Guarantor under this Guarantee will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of a Tax Jurisdiction (as defined below) unless such withholding or deduction is required by law. In such event, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the Beneficiaries after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such additional amounts shall be payable:

- (i) where the relevant Note is presented for payment in the Republic of Italy or Luxembourg;

- (ii) where the relevant Beneficiary is liable for such taxes or duties by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note; or
- (iii) where the relevant Beneficiary would be able to avoid such withholding or deduction by making a declaration or any other statement, including but not limited to a declaration of residence or non-residence, but fails to do so; or
- (iv) where the Beneficiary is able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union; or
- (v) more than 30 days after the Relevant Date (as defined below) except to the extent that the relevant Beneficiary would have been entitled to an additional amount on presenting the same for payment on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined in the Agency Agreement), the next succeeding Business Day); or
- (vi) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (vii) where such withholding or deduction is required pursuant to Legislative Decree No. 600 of 29th September, 1973 as amended or supplemented from time to time and/or pursuant to Italian Legislative Decree No. 239 of 1st April, 1996 as amended or supplemented from time to time.

“**Tax Jurisdiction**” means the Republic of Italy or any jurisdiction through, in or from which payments are made or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or political subdivision or authority thereof or therein to which the Guarantor becomes subject in respect of payments made by it of principal and interest on the Notes.

“**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes in accordance with the terms of the Notes.

7. CURRENCY INDEMNITY

Any amount received or recovered in a currency other than that in which the relevant payment is expressed to be due (the “**Contractual Currency**”) (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution (or similar under the laws of Italy) of the Guarantor or otherwise) by any Beneficiary in respect of any sum expressed to be due to it from the Guarantor shall only constitute a discharge to the Guarantor to the extent of the amount in the Contractual Currency which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Contractual Currency is less than the amount in the Contractual Currency expressed to be due to the recipient under any Note or the Deed of Covenant, the Guarantor shall indemnify it against any loss sustained by it as a result. In any event, the Guarantor shall indemnify the recipient against the cost of making any such purchase.

For the purposes of this Clause, it will be sufficient for the relevant Beneficiary to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Guarantor’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Beneficiary and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or the Deed of Covenant or any other judgment or order.

8. BENEFIT OF GUARANTEE

8.1 Benefit

This Guarantee shall enure to the benefit of each Beneficiary and its (and any subsequent) successors and assigns, each of which shall be entitled severally to enforce this Guarantee against the Guarantor.

8.2 Assignment

The Guarantor shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder. Each Beneficiary shall be entitled to assign all or any of its rights and benefits hereunder together with the assignment or transfer of the relevant Note.

9. PARTIAL INVALIDITY

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

10. NOTICES

10.1 Address for notices

All notices, demands and other communications to the Guarantor hereunder shall be made in writing (by letter or fax) and shall be sent to the Guarantor at:

To: ENEL - Società per Azioni

At: Viale Regina Margherita, 137 - 00198 Rome

Fax: 39 06 8509 2679

Attention: Financial Director

or to such other address or fax number or for the attention of such other person or department as the Guarantor has notified to the Noteholders in the manner prescribed for the giving of notices in connection with the Notes.

10.2 Effectiveness

Every notice, demand or other communication sent in accordance with Clause 10.1 shall be effective as follows:

10.2.1 if sent by letter, upon receipt by the Guarantor, and

10.2.2 if sent by fax, upon the sender's fax machine printing confirmation of transmission;

provided that any such notice, demand or other communication which would otherwise take effect after 4.00 p.m. (London time) on any particular day or on any particular day which is not a business day in the place of the Guarantor shall not take effect until 10.00 a.m. (London time) on the immediately succeeding business day in the place of the Guarantor.

11. LAW AND JURISDICTION

11.1 Governing law

This Guarantee is governed by, and shall be construed in accordance with English law.

11.2 Submission to Jurisdiction

In relation to any legal action or proceedings arising out of or in connection with this Guarantee (“Proceedings”), the Guarantor irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Beneficiaries and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) to the extent permitted by law.

11.3 Appointment of Process Agent

The Guarantor appoints Fleetside Legal Representative Services Limited of 9 Cheapside, London EC2V 6AD as its agent in England to receive service of process in any Proceedings in England based on this Guarantee. If for any reason such process agent ceases to act as such or no longer has an address in England, the Guarantor agrees to appoint a substitute agent for service of process and to give notice to the Beneficiaries of such appointment in accordance with the terms of the Notes.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

IN WITNESS whereof the Guarantor has caused this Deed of Guarantee to be duly executed the day and year first above mentioned.

EXECUTED as a deed)
By ENEL - SOCIETÀ PER AZIONI)
acting by)
acting on the authority)
of that company)

in presence of:

Witness:

Name:

Address:

ENFORCEMENT OF GLOBAL NOTES

In the case of Global notes issued after the date hereof, the rights of individual investors will be determined in accordance with the Deed of Covenant dated 7 November, 2005 (as amended, supplemented and/or restated from time to time), the terms of which are set out below, and by their arrangements with Euroclear Bank S.A./N.V. and/or Clearstream Banking, société anonyme.

FORM OF THE DEED OF COVENANT

THIS DEED OF COVENANT is made on 7 November, 2005 by ENEL FINANCE INTERNATIONAL S.A. a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, boulevard du Prince Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B.60.086 (the “**Issuer**”) in favour of the account holders or participants specified below of Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”) (each a “**Clearing System**”).

WHEREAS:

- (A) The Issuer has entered into a Dealer Agreement (the “**Dealer Agreement**”, which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 7 November, 2005 with the Dealers named in it under which the Issuer proposes from time to time to issue Notes (the “**Notes**”).
- (B) Certain of the Notes will initially be represented by, and comprised in, Global Notes, in each case representing a certain number of underlying Notes (the “**Underlying Notes**”).
- (C) Each Global Note may, after issue, be deposited with a depository for one or more Clearing Systems (together, the “**Relevant Clearing System**”). Upon any deposit of a Global Note the Underlying Notes represented by the Global Note will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System which has Underlying Notes credited to its securities account from time to time (each a “**Relevant Account Holder**”) will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer to the bearer in accordance with the terms of the relevant Global Note) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (D) In certain circumstances specified in each Global Note, a Global Note will become void. The time at which a Global Note becomes void is referred to as the “**Relevant Time**”. In those circumstances, each Relevant Account Holder will, subject to and in accordance with the terms of this Deed, acquire against the Issuer all those rights which the Relevant Account Holder would have had if, prior to the Global Note becoming void, duly executed and authenticated Definitive Notes had been issued in respect of its Underlying Notes and the Definitive Notes were held and beneficially owned by the Relevant Account Holder.
- (E) The obligations of the Issuer under this Deed have been unconditionally and irrevocably guaranteed by ENEL – Società per Azioni on 7 November, 2005. An executed copy of the Deed of Guarantee has been deposited with and shall be held by the Principal Paying Agent on behalf of the Noteholders (as defined in the Guarantee) and the Relevant Account Holders from time to time at its specified office (being at the date hereof at Winchester House, 1 Great Winchester Street, London EC2N 2DB) and a copy of the Deed of Guarantee shall be available for inspection at that specified office and at the specified office of each of the other agents named in the Issue and Paying Agency Agreement dated 7 November, 2005.

- (F) Any Notes issued by the Issuer on or after the date hereof will be issued pursuant to this Deed. This does not affect any Notes issued prior to the date of this Deed.

NOW THIS DEED WITNESSES as follows:

1. If any Global Note becomes void in accordance with its terms the Issuer covenants with each Relevant Account Holder (other than any Relevant Account Holder which is an account holder of any other Relevant Clearing System) that each Relevant Account Holder shall automatically acquire at the Relevant Time, without the need for any further action on behalf of any person, against the Issuer all those rights which the Relevant Account Holder would have had if at the Relevant Time it held and beneficially owned executed and authenticated Definitive Notes in respect of each Underlying Note represented by the Global Note which the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time.

The Issuer's obligation under this clause shall be a separate and independent obligation by reference to each Underlying Note which a Relevant Account Holder has credited to its securities account with the Relevant Clearing System and the Issuer agrees that a Relevant Account Holder may assign its rights under this Deed in whole or in part.

2. The records of the Relevant Clearing System shall be conclusive evidence of the identity of the Relevant Account Holders and the number of Underlying Notes credited to the securities account of each Relevant Account Holder. For these purposes a statement issued by the Relevant Clearing System stating:
 - (a) the name of the Relevant Account Holder to which the statement is issued; and
 - (b) the aggregate nominal amount of Underlying Notes credited to the securities account of the Relevant Account Holder as at the opening of business on the first day following the Relevant Time on which the Relevant Clearing System is open for business,

shall be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

3. In the event of a dispute, the determination of the Relevant Time by the Relevant Clearing System shall (in the absence of manifest error) be final and conclusive for all purposes in connection with the Relevant Account Holders with securities accounts with the Relevant Clearing System.
4. All payments of principal and interest in respect of the Underlying Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction (as defined below), unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Relevant Account Holders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of their Underlying Notes in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any Underlying Note:
 - (i) where the relevant Underlying Note is presented for payment in Luxembourg or in the Republic of Italy; or
 - (ii) of a Relevant Account Holder who is liable for such taxes or duties in respect of such Underlying Note by reason of his having some connection with a Tax Jurisdiction or with the Republic of Italy other than the mere holding of such Underlying Note; or
 - (iii) of a Relevant Account Holder who would be able to avoid such withholding or deduction by making a declaration or any other statement, including but not limited to, a declaration of residence or non-residence but fails to do so; or

- (iv) where the Relevant Account Holder is able to avoid such withholding or deduction by presenting the relevant Underlying Note to another Paying Agent in a Member State of the European Union; or
- (v) more than 30 days after the Relevant Date (as defined below) except to the extent that the Relevant Account Holder would have been entitled to such additional amounts if such payment had been made on such thirtieth day (or, if such thirtieth day is not a Business Day (as defined in the Agency Agreement), the next succeeding Business Day); or
- (vi) in relation to any payment or deduction on principal, interest or other proceeds of any Note or Coupon on account of *imposta sostitutiva* pursuant to Legislative Decree No. 239 of 1st April, 1996 as amended or supplemented from time to time; or
- (vii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

“**Tax Jurisdiction**” means Luxembourg or any jurisdiction through, in or from which payments are made or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or political subdivision or authority thereof or therein to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes.

“**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the holders of the Notes in accordance with the terms of the Notes.

5. The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Relevant Account Holder to enforce the provisions of this Deed against the Issuer.
6. The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.
7. This Deed shall take effect as a Deed Poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the common depositary for Euroclear and Clearstream, Luxembourg (being at the date of this Deed, Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB until all the obligations of the Issuer under this Deed have been discharged in full.
8. The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and that each Relevant Account Holder shall be entitled severally to enforce these obligations against the Issuer.
9. No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of any person which exists or is available apart from that Act.
10. This Deed is governed by, and shall be construed in accordance with, the laws of England.

The Issuer irrevocably agrees, for the exclusive benefit of the Relevant Account Holders, that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings (together referred to as “**Proceedings**”) arising out of or in connection with this Deed may be brought in such courts.

The Issuer irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction to the extent permitted by law. Nothing contained in this clause shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, to the extent permitted by law whether concurrently or not.

The Issuer appoints Fleetside Legal Representative Services Limited at its registered office at 9 Cheapside, London EC2V 6AD as its agent for service of process, and undertakes that, in the event of such process agent ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this clause shall affect the right to serve process in any other manner permitted by law.

IN WITNESS whereof the Issuer has caused this Deed to be duly executed the day and year first above mentioned.

Executed as a deed)
by ENEL FINANCE INTERNATIONAL S.A.)
acting by)
acting on the authority)
of that company)
in the presence of:)

Witness:

Name:

Address:

ISSUER

ENEL Finance International S.A.
31-33 boulevard du Prince Henri
L-1724 Luxembourg

GUARANTOR

ENEL — Società per Azioni
Viale Regina Margherita 137
00198 Rome
Italy

ARRANGER

Citibank International plc
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

DEALERS

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

Banc of America Securities Limited
5 Canada Square
London E14 5AQ

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB

Citibank International plc
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Credit Suisse First Boston (Europe) Limited
One Cabot Square
London E14 4QJ

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB

HSBC France
103 Avenue des Champs-Élysées
75008 Paris

Lehman Brothers International (Europe)
25 Bank Street
London E14 5LE

Société Générale
29 boulevard Haussmann
75009 Paris

UBS Limited
1 Finsbury Avenue
London EC2M 2PP

ISSUE AND PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB

LEGAL ADVISER

To the Dealers as to English Law

Allen & Overy LLP

One New Change
London EC4M 9QQ

To the Issuer as to Luxembourg Law

Allen & Overy Luxembourg

58, rue Charles Martel
L-2134 Luxembourg
PO Box 5017
L-1050 Luxembourg
Grand Duchy of Luxembourg

To the Guarantor as to Italian Law

Allen & Overy

Studio Legale Associato
Corso Vittorio Emanuele II, 284
00186 Rome
Italy