

Additional Agreement between Enron and LTM/A. Fastow

September, 2000

- All aspects of prior agreement will remain unchanged and in full force and effect, except as amended by this Additional Agreement.

Cuiaba

- Enron agrees to repurchase by 12/31/01 at a price equal to:
  - If prior to July 1, 2001, at an amount equal to the invested amount (\$11.3 million) plus a 13% IRR.
  - If on or after July 1, 2001, at an amount equal to the invested amount (\$11.3 million) plus a 25% IRR.

CLO Equity

- Enron to ensure that LTM2 receives, at a minimum, its invested capital (\$12.9 million) on or before originally projected distribution dates.

CLO "BB" Notes

- Repurchase date changed from September 30, 2000, to January 31, 2001.

EE + CC Turbine

- Prior arrangement is amended so that:
  - LTM does not repay the \$100,000 to Enron.
  - LTM earns a 15% IRR on its ~~total~~ capital committed (15% calculated excluding \$100,000 fee).

Coyote Springs Turbine

- LTM2 obligation to pay \$3.192 million to Enron has been fully satisfied and no further obligation with respect to this transaction exists.

R. Cussey RC  
A. Fastow AF

Eviale

Enron agrees to repurchase:

- If prior to August 8, 2000, at an amount equal to the invested amount (\$11.3 million) plus a 13% IRR.
- If on or after August 8, 2000, at an amount equal to the invested amount (\$11.3 million) plus a 25% IRR, less \$240,000.

Bayes

Enron agrees to repurchase:

- Prior to January 30, 2001, at an amount equal to the invested amount (\$7.525 million) plus a 15% IRR plus \$350,000.

CLO "BB" Notes

Enron agrees to repurchase:

- On or before September 30, 2000, at an amount equal to the invested amount (\$19.6 million) plus accrued and unpaid interest.

Bob West Treasure

- Enron will provide a total tax solution so that LTM2 has no tax liability resulting from ownership.

EE&CA Turbine

- Enron agrees to buy the turbine on or before November 10, 2000, for an amount equal to the sum of payments made by LTM2 for the turbine plus \$100,000 plus incidental expenses. Enron will assume all obligations under the turbine purchase agreement.

- LTM2 will pay the \$100,000 back to Enron.

Backbone

- Enron will make certain that LTM2 has liquidity to make any tax payments due on income due to Backbone where cash has not been distributed to LTM2 for such payments.

*For*  
*Backbone*

Coyote Springs Turbine

LTMZ agrees to:

- If Avista put expires unexercised on July 22, 2000, pay \$3.192 million to Enron.
- LTMZ will use reasonable <sup>efforts</sup> to accommodate Enron's preference for method and timing of payment.

RM  
AK