



Monica C. Jordan
Attorney

June 9, 1998

Enron Corp.
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VIA Federal Express

U.S. Department of Energy
Office of Fuels Programs
1000 Independence Avenue S.W.
Washington, D.C. 20585

Dear Sirs:

Enclosed for filing is one original and sixteen (16) copies of the Application of Enron Capital & Trade Resources Corp. for Authorization to Import Natural Gas from Canada. Please file stamp the extra copy and return to me in the stamped, self-addressed envelope enclosed. We have enclosed our check in the amount of \$50 for applicable fees.

Thank you in advance for your prompt attention to this matter.

Very truly yours,


Monica C. Jordan

Enclosures

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UNITED STATES OF AMERICA
BEFORE THE
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

Enron Capital & Trade Resources Corp.

§

FE Docket No. 98-40-126

APPLICATION OF ENRON CAPITAL & TRADE
RESOURCES CORP. FOR AUTHORIZATION
TO IMPORT NATURAL GAS FROM CANADA

I. ACTION SOUGHT FROM THE OFFICE OF FOSSIL FUELS

Pursuant to Section 3 of the Natural Gas Act of 1938, as amended, 15 U.S.C. § 717b (1994 Supp.), Section 201 of the Energy Policy Act of 1992, 15 U.S.C. § 717b(b)-(c) (1994 Supp.), Delegation Order Nos. 0204-111, 49 Fed. Reg. 6684 (Feb. 22, 1984) and 0204-127, 54 Fed. Reg. 11437 (Mar. 20, 1991) of the United States Department of Energy ("DOE"), and Part 590 of the DOE's regulations, 10 C.F.R. Part 590, Enron Capital & Trade Resources Corp. ("ECT") hereby requests that the DOE's Office of Fossil Energy grant it long-term authorization to import approximately 30,390 Mcf of natural gas per day, plus fuel gas, (up to approximately 11.09 Bcf annually) at a receipt point located near Emerson, Manitoba and other receipt points along the Canada-U.S. border, for a term commencing on November 1, 1998 or such other date on which deliveries commence under the transactions specified below, and terminating 10 years following commencement date. In support of this application, ECT presents the following:

II. OFFICIAL SERVICE LIST

All correspondence and communication in regard to this application should be addressed to the following individuals, who should be placed on the official service list for this docket, pursuant to 10 C.F.R. § 590.202(a).

Monica C. Jordan, Attorney
Enron Capital & Trade Resources Corp.
P.O. Box 1188
(713) 853-5910
(713) 646-3393 - Fax

Leslie J. Lawner, Attorney
Enron Capital & Trade Resources Corp.
712 North Lea
Roswell, New Mexico 88201
(505) 623-6778
(505) 625-2820

III. DESCRIPTION OF THE PARTIES AND PROPOSED TRANSACTION.

A. Background.

ECT is a Delaware corporation and is a wholly-owned subsidiary of Enron Corp. Its principal place of business is located in Houston, Texas, with other offices located in Dublin, Ohio, Chicago, Illinois, Long Beach, San Francisco and Auburn, California, Omaha, Nebraska, Kansas City, Missouri, Denver, Colorado, and Tulsa, Oklahoma. ECT, the successor to Enron Gas Marketing, Inc., is one of the largest buyers and sellers of natural gas in North America, with physical and financial volumes in excess of 30 billion cubic feet per day. ECT is the parent corporation of Enron Capital & Trade Resources Canada Corp. ("ECT Canada"), which is the purchaser of the natural gas subject to this application from a supplier in the Province of Alberta, and the seller of the gas to ECT at the international boundary.

ECT proposes to import the natural gas from Canada at the export point near Emerson, in the Province of Manitoba. However, as this supply forms part of ECT's corporate portfolio, ECT may wish to bring these volumes in to the U.S. at other points along the U.S.-Canadian border from time to time. In order to retain flexibility, ECT requests that the subject import authorization not be restricted to a single point of import.

ECT will use the Canadian natural gas supplies imported hereunder to enhance its overall corporate supply portfolio. The natural gas to be imported will be produced in Alberta, and will be transported to market through NOVA Gas Transmission Ltd. ("NOVA"), TransCanada PipeLines Limited ("TCPL"), and Great Lakes Gas Transmission Company ("Great Lakes"). The gas will flow on NOVA for firm delivery to TCPL near Empress, Alberta and then on TCPL for delivery to Great Lakes at the export point near Emerson, Manitoba. The gas will then be delivered by Great Lakes to a point near St. Clair, Michigan and then to markets or to interconnecting pipeline systems for delivery to markets in the northeastern United States.

B. Supply

ECT will purchase the gas supplies from ECT Canada under an Enfolio Master Firm Purchase/Sale Agreement ("Master Agreement") dated June 1, 1994. This Master Agreement contemplates the parties entering into various transactions for the firm purchase and sale of gas to which the Agreement is to apply. The import arrangement contemplated hereunder is subject to the Master Agreement pursuant to a Confirmation Letters between ECT and ECT Canada effective as of September 30, 1996 and August 29, 1997 (the "Confirmation Letters"). The Confirmation Letters provide for the sale by ECT Canada to ECT of 30,390 MMBtu of gas per day, plus fuel gas, to be delivered at the U.S.-Canada border near Emerson, Manitoba for a term commencing on November 1, 1998 or such other date on which deliveries commence under the transactions specified, and terminating 10 years following the

commencement date. If ECT, as Buyer, fails to schedule the minimum daily quantity (MinDQ) or daily contract quantity (DCQ), this constitutes a Buyer's Deficiency Default and Buyer's Deficient quantity shall be the difference between the DCQ or MinDQ and the quantity of gas scheduled for such day. ECT will then be required to pay ECT Canada the sum of an amount equal to the product of Buyer's Deficiency Quantity multiplied by the Replacement Price Differential plus liquidated damages equal to \$0.15 multiplied by Buyer's Deficiency Quantity to cover ECT Canada's administrative and operational costs. The Replacement Price Differential means the positive difference, if any, obtained by subtracting the lesser of (a) the price obtained by Seller in an incremental, arms-length sale(s) to a third party of a quantity of gas equal to Buyer's Deficiency Quantity for such day, less incremental transportation charges to the Seller, and including other basis adjustments or (b) the Spot Price for the day in which Buyer's Deficiency Default occurred from the Contract Price. Buyer shall not be liable to Seller for any amount for failing to Schedule or receive any volumes which are designated by Seller or Buyer to be Fuel Gas or which are deemed to be Fuel Gas. The Master Agreement and the Confirmation Letters are attached hereto as Exhibit "A".

ECT Canada has arranged to collectively purchase 30,390 Mcf per day of natural gas from four Canadian Suppliers pursuant to Confirmation Letters entered into under Master Firm Gas Purchase/Sale Agreements with each of these suppliers. The Confirmation Letters provide for the following supply, plus fuel gas:

	<u>Supplier</u>	<u>Confirmation Letter</u>	<u>Volume</u>
i.	Beau Canada Exploration Ltd.	March 27, 1996	5,000 Mcf/d
ii.	Canadian Natural Resources	March 29, 1996	15,000Mcf/d
iii.	Pinnacle Resources Ltd	March 29, 1996	5,000 Mcf/d
iv.	Crestar Energy, Inc.	August 29, 1997	5,390 Mcf/d

C. Transportation

The Alberta-sourced natural gas will be transported from the field to the contract delivery point of AECO "C" /NIT through the NOVA facilities. ECT Canada is in the process of acquiring sufficient NOVA capacity, with renewal rights, for transportation of the approximately 11.09 Bcf of gas to be imported annually and has a Letter of Understanding dated December 18, 1996 verifying the same. The natural gas will be transported from the contract delivery point to the Canada-U.S. border near Emerson, Manitoba through the NOVA and TCPL facilities.

ECT will purchase the gas from ECT Canada on the Canadian side of the International Border at the point of interconnection between TCPL and Great Lakes near Emerson, Manitoba.

D. Markets

ECT manages a large portfolio of fixed-price natural gas risk management contracts in the world; it holds equity interests in and markets power from four operating natural gas-fired power projects in North America; it is the largest supplier of gas to the electric generation industry in North America and is among the leading entities arranging new capital to the North American energy industry.

The natural gas acquired by ECT pursuant to the application filed herein will be used as part of ECT's overall corporate gas supply portfolio necessary to serve approximately 10 Bcf per day of market commitment. The volumes hereunder represent a small fraction of this overall portfolio which is used by ECT to serve various markets available to it. In the U.S. Northeast alone, ECT has commitments to deliver over 400,000 MMBtu's per day under a portfolio of contracts. It is generally expected that the subject natural gas will be used to serve the U.S. Northeast markets currently under long-term contracts to ECT.

IV. THE AUTHORIZATION SOUGHT IS CONSISTENT WITH THE PUBLIC INTEREST

The long-term import authorization sought by ECT herein is not inconsistent with the public interest, as required by Section 3 of the Natural Gas Act. As that section states, the importation of natural gas "from a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas" is deemed to be consistent with the public interest and must be granted "without modification or delay." Since the authorization ECT seeks is to import natural gas produced in Canada, a nation with which the U.S. has a free trade agreement covering the sales of natural gas, the proposed transaction satisfies the public interest criteria as expressed in Section 3 of the NGA.

V. ENVIRONMENTAL CONSIDERATIONS

As a result of the amendment of Section 3 of the Natural Gas Act effectuated by the Energy Policy Act of 1992, an environmental review of an import application is not required under the National Environmental Policy Act. See DOE/FE Order No. 762. Any environmental assessment or analysis necessary due to pipeline construction to serve ECT will be performed by the Federal Energy Regulatory Commission.

ECT Canada has already received the necessary export permits from the National Energy Board of Canada authorizing the long-term export of the gas made the subject of this transaction (License # GL-278).

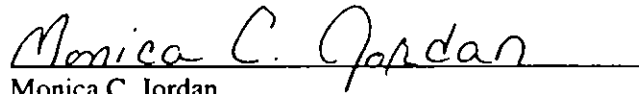
VI. OTHER FEDERAL ACTION

Neither ECT nor any other party has any pending applications with any other federal agency with respect to the proposed import of natural gas.

VII. CONCLUSION

WHEREFORE, ECT requests that the Department of Energy Office of Fossil Energy grant it the authorization sought herein to import approximately 30,390 Mcf of natural gas per day, plus fuel gas, from Canada for a ten year term commencing November 1, 1998, or such commencement date as set forth above.

Respectfully submitted,



Monica C. Jordan,

Attorney

ENRON CAPITAL & TRADE RESOURCES CORP.

P.O. Box 1188

1400 Smith Street

Houston, Texas 77251-1188

United States Department of Energy
Office of Fossil Energy
1000 Independence Ave. SW
Washington, D.C. 20585

Re: Application of Enron Capital & Trade Resources Corp. for
Long-Term Authorization to Import Canadian Natural Gas

To Whom It May Concern:

This opinion is rendered in connection with the application of Enron Capital & Trade Resources Corp. ("ECT") for authorization under Section 3 of the Natural Gas Act to import up to 30,390 Mcf of natural gas per day, plus fuel gas (up to 11.09 Bcf annually), at a receipt point located near Emerson, Manitoba and other receipt points along the Canada-U.S. border, for a term commencing on November 1, 1998 or such other date on which deliveries commence under the transactions specified below, and terminating November 1, 2008.

Based upon my understanding of the application and my examination of the relevant documents, records and matters of law, it is my opinion that the proposed import of natural gas from Canada by ECT, as contemplated in the instant application, is within the corporate power of ECT.

Very truly yours,

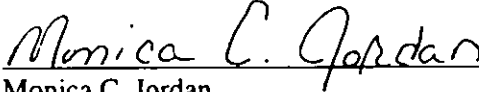

Monica C. Jordan

EXHIBIT "A"
SUPPLY ARRANGEMENTS

Enfolio Master Firm Purchase/Sale Agreement between
Enron Capital & Trade Resources Corp. and Enron Capital
& Trade Resources Canada dated June 1, 1994

Confirmation Letters between ECT and ECT Canada
dated September 30, 1996 and August 29, 1997

ENFOLD[®] MASTER FIRM PURCHASE AGREEMENT

II

Enron Gas Marketing, Inc., a Delaware corporation ("Company"), and Enron Gas Services Canada Corp., an Alberta, Canada corporation ("Customer"), referred to collectively as the "Parties," enter into this Master Firm Purchase/Sale Agreement together with all Transactions, collectively, this "Agreement" effective as of the 1st Day of June, 1994 (the "Effective Date"). The ENFOLD General Provisions set forth in Appendix "1" shall apply to this Agreement.

ARTICLE 1. TERM. This Agreement shall govern all Transactions and be in effect for a term of one year from the Effective Date. It shall then continue in effect from Month to Month, unless terminated by either Party upon 30 Days prior written notice to the other Party; provided, this Agreement shall continue to apply to all Transactions then in effect until all Transactions are completed. Termination of this Agreement in all instances shall be subject to Section 8.4.

ARTICLE 2. SCOPE OF AGREEMENT 2.1. Scope of Agreement. Company and Customer from time to time during the term hereof may, but are not obligated to, enter into Transactions for the firm purchase and sale of Gas to which this Agreement shall apply. Each Transaction shall be effectuated and evidenced as set forth in this Article 2 and shall constitute a part of this Agreement. Each Transaction shall be construed as one with this Agreement and any discrepancy between this Agreement and a Transaction shall be resolved in favor of the Transaction. Each Transaction shall provide whether the Transaction is based upon DCO quantity obligations or MinMO or MinDO and MaxDO quantity obligations, in which case the applicable alternative definitions and provisions set forth in this Agreement shall apply.

2.2. Transaction Procedures. It is the intent of the Parties to facilitate Transactions in accordance with the agreed procedures in this Article 2 and assure that such Transactions are valid and enforceable as a result of the use of these procedures for the mutual benefit of the Parties. Any Transaction may be formed and effectuated (i) by a written paper-based Transaction Agreement executed by the Parties (including by facsimile and/or counterparts) or (ii) in a recorded telephone conversation between the Parties occurring on any Business Day during the Pricing Hours whereby an offer and acceptance shall constitute the agreement of the Parties to a Transaction as evidenced by the Transaction Tape; provided, each Party may stipulate by prior notice to the other Party that any particular contemplated Transaction may be effectuated and formed only by means of procedure (i) above. The Parties shall be legally bound by each Transaction from the time they agree to its terms in accordance with this Article 2 and acknowledge that each Party will rely thereon in doing business related to the Transaction. The Transaction Tape is adopted by the Parties as a means by which a Transaction is reduced to tangible form, and the Parties to a Transaction are identified and authenticate a Transaction. Any Transaction formed and effectuated pursuant to the foregoing shall be considered to be a "writing" or "in writing" and to have been "signed" and any Transaction Tape shall be considered to constitute an "original" document evidencing the Transaction. Each Party consents to the recording of its employees' telephone conversations without any further notice. SEE RIDER TRANSACTION AGREEMENT REQUIRED

2.3. Equipment and Transaction Tapes. Company shall at its expense maintain equipment necessary to regularly record Transactions on Transaction Tapes and retain Transaction Tapes in such manner as to protect its business records from improper access; provided, Company shall not be liable for any malfunction of equipment or the operation thereof in respect of any Transaction WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. No Transaction shall be vitiated should a malfunction occur in equipment regularly utilized for recording Transactions or retaining Transaction Tapes or the operation thereof, and in such event, the Transaction shall be evidenced by the written and computer records of the

Parties concerning the Transaction made contemporaneously with the telephone conversation.

2.4. Confirmations. In addition to, but not in lieu of, the foregoing, the Parties agree that Company may confirm a recorded telephonic Transaction by forwarding Customer a facsimile Confirmation and that a reasonable time for the receipt of a Confirmation is within 24 hours of the Transaction formation. Company does hereby adopt its letterhead, including its address, as its signature on any Confirmation as the identification of Company and authentication by Company of the Confirmation, and such letterhead shall be sufficient to verify that Company originated the Confirmation. The Parties agree that any objections to the contents of the Confirmation shall be made in writing on or before the Confirmation Deadline for all purposes hereunder and at law.

2.5. Enforcement of Transactions. The Parties agree not to contest or assert a defense to the validity or enforceability of telephonic Transactions entered into in accordance with this Agreement under laws relating to (i) whether certain agreements are to be in writing or signed by the Party to be thereby bound or (ii) the authority of any employee of the Party if the employee name and the Identification Code of the Party are stated in the Transaction Tape.

ARTICLE 3. QUANTITY OBLIGATIONS 3.1. Seller's Sales Obligation. Seller shall Schedule, or cause to be Scheduled, at the Delivery Point(s) on a firm basis each Gas Day a quantity of Gas equal to the quantity properly requested by Buyer up to the DCO or MaxDO, if applicable ("Buyer's Requested Quantity"). Unless otherwise agreed nothing in this Agreement, and in particular this Article 3, shall require or permit either Party to Schedule Gas at a point other than a Delivery Point or in excess of the DCO, Maximum Daily Delivery Point Quantity or MaxDO, as applicable.

3.2. Seller's Failure to Schedule. If on any Gas Day Seller fails to Schedule Buyer's Requested Quantity, then such occurrence shall constitute a "Seller's Deficiency Default" and "Seller's Deficiency Quantity" shall be the numerical difference between Buyer's Requested Quantity and the amount of Gas Scheduled for such Gas Day. In the event of a Seller's Deficiency Default, Seller shall pay Buyer the sum of the following: (i) an amount equal to the product of the Seller's Deficiency Quantity multiplied by the Replacement Price Differential, plus (ii) liquidated damages equal to \$0.15 multiplied by Seller's Deficiency Quantity to cover Buyer's administrative and operational costs. During any Month in which Seller's nonperformance continues for a period of five consecutive Gas Days Buyer may elect upon notice to Seller, without liability, not to recommence Scheduling Gas hereunder for the remainder of such Month, but for no longer period. Subject to offset pursuant to Section 3.5, payment to Buyer shall be made no later than 10 Days after receipt by Seller of Buyer's invoice for same.

3.3. Buyer's Purchase Obligation. Buyer shall Schedule, or cause to be Scheduled, at the Delivery Point(s) on a firm basis each Gas Day a quantity of Gas equal to the DCO; provided, (i) if the MinMO is applicable to a Transaction, Buyer shall Schedule, or cause to be Scheduled, at the Delivery Point(s) on a firm basis each Month a minimum quantity of Gas equal to the MinMO and (ii) if the MinDO is applicable to a Transaction, Buyer shall Schedule, or cause to be Scheduled, at the Delivery Point(s) on a firm basis each Day a minimum quantity of Gas equal to the MinDO.

3.4. Buyer's Failure to Schedule. If on any Gas Day Buyer fails to Schedule the DCO or MinDO, if applicable, then such occurrence shall constitute a "Buyer's Deficiency Default" and "Buyer's Deficiency Quantity" shall be the numerical difference between the DCO or MinDO, if applicable, and the quantity of Gas Scheduled for such Gas Day; provided, if the MinMO is applicable to a Transaction, (i) the Buyer's Deficiency Default shall occur if Buyer fails to Schedule the MinMO for any Month and (ii) the Buyer's Deficiency Quantity shall be the numerical difference between the MinMO and the quantity of Gas Scheduled for such Month. In the event of a Buyer's Deficiency Default, Buyer shall pay Seller the sum of the following: (i) an amount equal to the product of the Buyer's Deficiency Quantity multiplied by the Replacement Price Differential, plus (ii) liquidated damages equal to \$0.15 multiplied by Buyer's Deficiency Quantity to cover Seller's administrative and operational costs.

Replacement Price Differential. plus (ii) liquidated damages equal to \$0.15 multiplied by Buyer's Deficiency Quantity to cover Seller's administrative and operational costs. With respect to DCO and MinDO obligations, during any Month in which Buyer's nonperformance continues for a period of five consecutive Gas Days Seller may elect upon notice to Buyer, without liability, not to recommence Scheduling Gas for the remainder of such Month, but for no longer period. Subject to offset pursuant to Section 3.5, payment to Seller shall be made in accordance with the Billing and Payment provisions set forth in Appendix "1."

3.5. Offset. In the event that Buyer and Seller are each required to pay an amount in the same Month under Section 3.2 and Section 3.4, or under Section 3.2 and the Billing and Payment provisions set forth in Appendix "1", then such amounts with respect to each Party shall be aggregated and the Parties shall discharge their obligations to pay through offset, in which case the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed.

ARTICLE 4. DEFAULTS AND REMEDIES **4.1. Early Termination.** If a Triggering Event [defined in Section 4.2] occurs with respect to either Party at any time during the term of this Agreement, the other Party (the "Notifying Party") may (i) upon two Business Days written notice to the first Party, which notice shall be given no later than 60 Days after the discovery of the occurrence of the Triggering Event, establish a date on which any or all Transactions selected by it and this Agreement in respect thereof will terminate ("Early Termination Date") except as provided in Section 8.4, and (ii) withhold any payments due in respect of such Transactions; provided, upon the occurrence of any Triggering Event listed in item (vi) of Section 4.2 as it may apply to any party, the Transactions selected by the Notifying Party and this Agreement in respect thereof shall automatically terminate, without notice, as if an Early Termination Date had been immediately declared except as provided in Section 8.4. If an Early Termination Date occurs, the Notifying Party shall in good faith calculate its damages, including its associated costs and attorneys' fees, resulting from the termination of the terminated Transactions (the "Termination Payment"). The Termination Payment will be determined by (i) comparing the value of (a) the remaining term, quantities and prices under each such Transaction had it not been terminated to (b) the equivalent quantities and relevant market prices for the remaining term either quoted by a bona fide third party offer or which are reasonably expected to be available in the market under a replacement contract for each such Transaction and (ii) ascertaining the associated costs and attorneys' fees. To ascertain the market prices of a replacement contract the Notifying Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in Gas swap contracts and other bona fide third party offers, all adjusted for the length of the remaining term and the basis differential. Upon the netting of all terminated Transactions, if the calculation of the Termination Payment does not result in damages to the Notifying Party, the Termination Payment shall be zero. The Notifying Party shall give the Affected Party (defined in Section 4.2) written notice of the amount of the Termination Payment, inclusive of a statement showing its determination. The Affected Party shall pay the Termination Payment to the Notifying Party within 10 Days of receipt of such notice. At the time for payment of any amount due under this Article 4, each Party shall pay to the other Party all additional amounts payable by it pursuant to this Agreement, but all such amounts shall be netted and aggregated with any Termination Payment payable hereunder. If the Affected Party disagrees with the calculation of the Termination Payment, the issue shall be submitted to arbitration pursuant to this Agreement and the resulting Termination Payment shall be due and payable within three Days after the award.

4.2. Triggering Event shall mean, with respect to a Party (the "Affected Party"): (i) the failure by the Affected Party to make, when due, any payment required under this Agreement if such failure is not remedied within five Business Days after written notice of such failure is given to the Affected Party; provided, the payment is not the subject of a good faith dispute as described in the Billing and Payment provisions or (ii) any representation or warranty made by the Affected Party in this Agreement shall prove to have been false or misleading in any material respect when

made or deemed to be made or (iii) the failure by the Affected Party to perform any covenant set forth in this Agreement (other than its obligations to make any payment or obligations which are otherwise specifically covered in this Section 4.2 as a separate Triggering Event), and such failure is not excused by Force Majeure or cured within five Business Days after written notice thereof to the Affected Party or (iv) the Affected Party shall (a) make an assignment or any general arrangement for the benefit of creditors, (b) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such proceeding remains undismissed for 30 Days, (c) otherwise become bankrupt or insolvent (however evidenced) or (d) be unable to pay its debts as they fall due or (v) Seller's unexcused failure to Schedule the Buyer's Requested Quantity requested by Buyer for a cumulative period of 30 or more Gas Days in a 12 Month period in any one Transaction or (vi) Buyer's unexcused failure to Schedule the DCO or MinDO for a cumulative period of 30 or more Gas Days in a 12 Month period in any one Transaction, or, if applicable, the MinDO for a cumulative period of three Months in a 12 Month period in any one Transaction or (vii) the occurrence of a Material Adverse Change of the Affected Party; provided, such Material Adverse Change shall not be considered if the Affected Party establishes, and maintains throughout the term hereof, a Letter of Credit naming the Notifying Party as the beneficiary in an amount equal to the sum of (i) each case rounding upwards for any fractional amount to the next \$ 500,000.00 (ii) the Notifying Party's Termination Payment plus (b) if the Notifying Party is Seller, the aggregate of the amounts Seller is entitled to receive under each Transaction for Gas Scheduled during the 60 Day period preceding the Material Adverse Change (the amount of said Letter of Credit to be adjusted quarterly to reflect amounts owing at that point in time) or (viii) the Affected Party fails to establish, maintain, extend or increase a Letter of Credit when required pursuant to this Agreement, or after reasonable notice fails to replace the issuing bank with another bank acceptable to the beneficiary.

4.3. Other Events. In the event Buyer under a Transaction is regulated by a federal, state or local regulatory body, and such body shall disallow all or any portion of any costs incurred or yet to be incurred by Buyer under any provision of this Agreement, such action shall not operate to excuse Buyer from performance of any obligation nor shall such action give rise to any right of Buyer to any refund or retroactive adjustment of the Contract Price provided in any Transaction. Notwithstanding the foregoing, if the Affected Party's activities hereunder become subject to regulation of any kind whatsoever under any law (other than with respect to New Taxes) to a greater or different extent than that existing on the Effective Date and such regulation either (i) renders this Agreement illegal or unenforceable or (ii) materially adversely affects the business of the Affected Party, with respect to its financial position or otherwise, than in the case of (i) above, either Party, and in the case of (ii) above, only the Affected Party, shall at such time have the right to declare an Early Termination Date in accordance with the provisions hereof; provided, notwithstanding the rights of the Parties to declare an Early Termination Date as above stated, the Affected Party shall be liable for payment of the Termination Payment calculated by the non-Affected Party as provided in Section 4.1.

4.4. Offset. Each Party reserves to itself all rights, set-offs, counterclaims and other remedies and defenses consistent with Section 8.3 (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Agreement. All outstanding Transactions and the obligations to make payment in connection therewith or under this Agreement may be offset against each other, set off or recouped therefrom.

ARTICLE 5. FORCE MAJEURE This Article 5 is the sole and exclusive excuse of performance permitted under this Agreement and all other excuses at law or in equity are WAIVED to the extent permitted by law. Except with respect to payment obligations, in the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's giving notice and full particulars of such Force Majeure to the other Party as soon as

reasonably possible (such notice to be confirmed by [redacted] (i) the obligations of the Party giving such notice, to the extent they are affected by such event, shall be suspended from the inception and during the continuance of the Force Majeure for a period of up to 60 Days in the aggregate during any 12 Month period, but for no longer period. The Party receiving notice of Force Majeure may immediately take such action as it deems necessary at its expense for the entire 60 Day period or any part thereof. The Parties expressly agree that upon the expiration of the 60 Day period Force Majeure shall no longer apply to the obligations hereunder and both Buyer and Seller shall be obligated to perform. The cause of the Force Majeure shall be remedied with all reasonable diligence and dispatch provided, unless otherwise agreed no provision herein shall require or permit Seller or Buyer to Schedule quantities of Gas (i) in excess of the (DCQ, Maximum Daily Delivery Point) Quantity or MaxDDQ, as applicable, or (ii) at points other than the Delivery Point(s).

ARTICLE 6. TAXES 6.1. Allocation of and Indemnity for Taxes. The Contract Price includes full reimbursement for, and Seller is liable for and shall pay, or cause to be paid, or reimburse Buyer if Buyer has paid, all Taxes applicable to the Gas sold upstream of the Delivery Point(s). In the event Buyer is required to remit such Tax, the amount thereof shall be deducted from any sums becoming due to Seller hereunder. Seller shall indemnify, defend and hold harmless Buyer from any Claims for such Taxes. The Contract Price does not include reimbursement for, and Buyer is liable for and shall pay, cause to be paid, or reimburse Seller if Seller has paid, all Taxes applicable to the Gas sold downstream of or at the Delivery Point(s), including any Taxes imposed or collected by a taxing authority with jurisdiction over Buyer. Buyer shall indemnify, defend and hold harmless Seller from any Claims for such Taxes.

6.2. New Taxes. A. If (i) a New Tax occurs and (ii) Buyer or Seller would be responsible for such New Tax if it were a Tax under Section 6.1 and (iii) such New Tax is, due to and on the basis of laws, regulations and applicable contracts of Buyer in effect as of the effective date of the New Tax, of the type which Buyer can pass directly through to, or be reimbursed by, another person or entity in the chain of Gas supply, such Buyer shall pay or cause to be paid, or reimburse Seller if Seller has paid, all such New Taxes and Buyer shall indemnify, defend and hold harmless Seller from any Claims for such Taxes; provided, if Buyer does not identify its contracts for long-term fixed sourcing in the ordinary course of its business and cannot identify applicable contracts, this Paragraph A shall not apply. B. If (i) a New Tax occurs and (ii) either Buyer or Seller would be responsible for such New Tax if it were a Tax under Section 6.1, and (iii) Paragraph A does not apply, such responsible Buyer or Seller (the "Taxed Party") shall be entitled to declare an Early Termination Date in accordance with the provisions of this Agreement subject to the following conditions; provided, prior to and including the initial Agreement Period (as hereinafter defined) invoked under this Section 6.2, New Taxes shall be allocated as if they were Taxes as provided in Section 6.1: (a) the Taxed Party must give the non-Taxed Party at least 30 Days prior written notice (the "Agreement Period") of its intent to declare an Early Termination Date (and which notice shall be given no later than 90 Days after the later of the enactment or effective date of the relevant New Tax), and prior to the proposed Early Termination Date Buyer and Seller shall attempt to reach a mutual agreement as to the sharing of the New Tax, (b) if a mutual sharing agreement is not reached, the non-Taxed Party shall have the right, but not the obligation, upon written notice to the Taxed Party within the Agreement Period, to pay the New Tax for any continuous period it so elects on a Month to Month basis, and in such case the Taxed Party shall not have the right during such continuous period to declare the Early Termination Date on the basis of the New Taxes, (c) should the non-Taxed Party at its election agree to pay the New Tax on a Month to Month basis, then upon 30 Days prior written notice to the Taxed Party of its election to cease payment of such New Tax, the Taxed Party shall then be liable for the payment of the New Tax and the Parties shall again be subject to this Section 6.2 as if the New Tax had an effective date as of the date the non-Taxed Party ceases payment of such New Tax, (d) if a mutual sharing agreement is not reached and the non-Taxed Party does not elect to pay the New Tax for any period of time within the Agreement Period, the Early Termination Date shall take effect and all Transactions must be terminated and be subject to the same Early Termination Date,

(e) the Early Termination Date shall be effected as if a Triggering Event had occurred and the Termination Payment calculated as set forth in Section 4.1 shall be payable; provided, both Seller and Buyer pursuant to Section 4.1 shall calculate their respective Termination Payments resulting from the termination of all Transactions as if they each were a Notifying Party; provided further, if the calculation of the Termination Payments results in either the non-Taxed Party's or the Taxed Party's having either a gain or loss (after netting its gains against its losses), the Parties shall share equally such net gain due, or be responsible to pay to the Party having the net loss, one-half of the Termination Payment and (f) such Termination Payment shall be payable as provided in Section 4.1 and its calculation shall be subject to arbitration as provided in the ENFOLD General Provisions.

6.3. Cooperation. Upon request, a Party shall provide a certificate of exemption or other evidence of exemption from any Tax and each Party agrees to cooperate with the other in obtaining an exemption and minimizing Taxes payable in respect of all Transactions.

ARTICLE 7. TITLE, RISK OF LOSS, INDEMNITY AND BALANCING 7.1. Title, Risk of Loss and Indemnity. As between the Parties, Seller shall be deemed to be in exclusive control and possession of Gas Scheduled hereunder and responsible for any damage or injury caused thereby prior to the time the same shall have been delivered to Buyer. After delivery of Gas to Buyer at the Delivery Point(s), Buyer shall be deemed to be in exclusive control and possession thereof and responsible for any injury or damage caused thereby. Title to Gas Scheduled hereunder shall pass from Seller to Buyer at the Delivery Point(s). Seller and Buyer each assumes all liability for and shall indemnify, defend and hold harmless the other Party from any Claims, including injury to and death of persons, arising from any act or incident occurring when title to the Gas is vested in the indemnifying Party. IT IS THE INTENT OF THE PARTIES THAT THIS INDEMNITY AND THE LIABILITY ASSUMED UNDER IT BE WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY INDEMNIFIED PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

7.2. Correction of Imbalances, Cashouts and Penalties. Differences between Scheduled quantities and actual quantities delivered and received hereunder ("Imbalances") will be corrected or settled in cash or Gas or by offset as the Parties agree. Additionally, in the event of (i) an imbalance on Buyer's Transporter's system caused by Seller or Seller's Transporter's delivery of less or more than the Scheduled quantity for any Gas Day (in which case Seller shall be the "Responsible Party") or (ii) an imbalance on Seller's Transporter's system caused by Buyer or Buyer's Transporter's receipt of more or less than the Scheduled quantity for any Gas Day (in which case Buyer shall be the "Responsible Party"), the Responsible Party shall be liable for and reimburse to the other Party any associated Transporter penalties or cashout costs and losses incurred by such other Party. In the event the tariff of either Buyer's or Seller's Transporter provides for cashouts on the basis of the aggregation of all overdeliveries and underdeliveries between such Transporter and Buyer or Seller, respectively (the "Aggregate Transporter Imbalance"), and the nature of the Imbalance (overdelivery or underdelivery) attributable to the Responsible Party is the same as the Aggregate Transporter Imbalance (overdelivery or underdelivery), the Responsible Party shall participate in the other Party's cashout settlement of the Aggregate Transporter Imbalance on the basis of only the Responsible Party's pro-rata share thereof.

ARTICLE 8. MISCELLANEOUS 8.1. Notices. All notices, including, without limitation, consents, and communications made pursuant to this Agreement shall be made as specified in Exhibit "A." Notices required to be in writing shall be delivered in written form by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day) or such earlier time confirmed by the receiving Party. Notice t

overnight mail or courier shall be deemed to have been received two Business Days after it was sent or such earlier time confirmed by the receiving Party. Any notices given hereunder in respect of the declaration of an Early Termination Date shall be also addressed and sent to the attention of the Corporate Secretary of Buyer or Seller at the notice address in Exhibit "A." Any Party may change its addresses by providing notice of same in accordance herewith.

8.2. Transfer. This Agreement, including, without limitation, each indemnification, shall inure to and bind the permitted successors and assigns of the Parties; provided, neither Party shall transfer this Agreement without the prior written approval of the other Party which may be withheld entirely at the option of such Party; provided further, either Party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other Party, but no such transfer shall operate to relieve the transferor Party of its obligations hereunder. Any Party's transfer in violation of this Section 8.2 shall be void.

8.3. Limitation of Remedies, Liability and Damages and Mitigation. THE PARTIES DO HEREBY CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. SEE RIDER ANTICIPATORY REPUDIATION UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PENALTIES OR CHARGES ASSESSED BY ANY TRANSPORTER OR OTHER ENTITY FOR THE UNAUTHORIZED RECEIPT OF GAS BY THE OTHER PARTY. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE. OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. BUYER ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AND IS CONTRACTING FOR THE GOODS TO BE SUPPLIED BY SELLER BASED SOLELY UPON THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH AND SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES. ACCEPTS SUCH GOODS "AS-IS" AND "WITH ALL FAULTS." SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. EACH PARTY HEREBY WAIVES ALL RIGHTS UNDER, ARISING OUT OF OR ASSOCIATED WITH TEXAS & BUSINESS COMMERCE CODE SECTIONS 17.41 THROUGH 17.63 KNOWN AS THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT TO THE EXTENT ALLOWED BY LAW. The Parties acknowledge the duty to mitigate damages hereunder. In this connection, the Parties recognize that the ability to effectuate arrangements for the sale or purchase of Gas is conditioned upon the volatility of Gas markets, the creditworthiness and reliability of potential customers, the complexity and size of the portfolios of contracts managed by each Party and the need to conduct market business in an orderly manner. Therefore, the Parties agree that (i) three Business Days is a commercially

reasonable period to buy or sell Gas in respect of a Seller's or Buyer's Deficiency Default and (ii) three Business Days after the end of the Month in which the Early Termination Date occurs is a commercially reasonable period after the establishment of an Early Termination Date to determine the Termination Payment; provided, notwithstanding the foregoing, if Gas volumes made the basis of a Seller's or Buyer's Deficiency Default or a Party's determination of the Termination Payment are in excess of 20,000 MMBtu/Gas Day, the Parties recognize that a longer period may ordinarily be required to effectuate cover or determine the Termination Payment in an orderly manner so as not to adversely affect the Gas market. Each Party may utilize its discretion, with commercially reasonable foresight, to adjust the timing and staggering of the purchases or sales of Gas volumes in its efforts to mitigate damages. No claim that a Party failed to mitigate damages shall be grounded solely on the basis of counter Gas market movement.

8.4. Winding Up Arrangements. Upon the expiration of the Parties' sale and purchase obligations under this Agreement, any monies, penalties or other charges due and owing Seller shall be paid, any corrections or adjustments to payments previously made shall be determined, and any refunds due Buyer made, within 60 Days. Any imbalances in receipts or deliveries shall be corrected to zero balance within 60 Days. All indemnity obligations and audit rights shall survive the termination of this Agreement. The Parties' obligations provided in this Agreement shall remain in effect for the purpose of complying herewith.

8.5. Applicable Law. THIS AGREEMENT AND EACH TRANSACTION AND THE RIGHTS AND DUTIES OF THE PARTIES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE THAT THIS AGREEMENT AND ALL TRANSACTIONS SHALL BE ACCEPTED AND FORMED IN THE STATE OF TEXAS ACCORDING TO THE PROCEDURES HEREIN SET FORTH.

8.6. Document, Record Retention and Evidence. This Agreement, the Exhibits and Appendices hereto, if any, and each Transaction, constitute the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. There are no prior or contemporaneous agreements or representations (whether oral or written) affecting the subject matter other than those herein expressed. Other than with respect to Transactions entered into in accordance with the procedures set forth in this Agreement and as otherwise herein expressly stated (the "Transaction Procedures"), no amendment or modification to this Agreement shall be enforceable, unless reduced to writing and executed by both Parties. The conduct of the Parties in accordance with the Transaction Procedures shall evidence a course of dealing and a course of performance accepted by the Parties in furtherance of this Agreement and all Transactions entered into by the Parties. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization not a Party or not bound as a Party, or not a permitted successor or assignor of a Party bound to this Agreement. Except as otherwise herein stated, any provision, article or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties or deemed unlawful because of a statutory change will not otherwise effect the lawful obligations that arise under this Agreement. The headings used for the Articles herein are for convenience and reference purposes only. All Exhibits and Appendices referenced in this Agreement, if any, are incorporated. Any original executed Agreement or Transaction Agreement may be photocopied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Confirmation, if introduced as evidence in facsimile form, and the Transaction Tape, if introduced as evidence in its original form and as transcribed onto paper, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of the Transaction Tape in its original form, or photocopies of the transcription thereof, or photocopies of the Confirmation or the Imaged Agreement under either the business records exception to the hearsay rule or the best evidence rule on the basis that such were not originated or maintained in documentary form.

8.7. Confidentiality. Each Party shall not disclose terms of any Transaction to a third party (other than the Party's and its affiliates' employees, lenders, counsel or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule; provided, each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit the disclosure. The provisions of the Agreement other than the terms of any Transaction are not subject to this confidentiality obligation. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to actual direct damages.

The Parties have executed this Agreement in multiple counterparts to be construed as one effective as of the Effective Date.

ENRON GAS MARKETING, INC.

By: [Signature]
Title: VICE PRESIDENT

EGM

ENRON GAS SERVICES CANADA CORP.

By: [Signature]
Title: PRESIDENT

MLK

APPENDIX "1"
ENFOLIO GENERAL PROVISIONS

Usage and Definitions All references to Articles and Sections are to those set forth in this Agreement. Reference to any document means such document as amended from time to time and reference to any Party includes any permitted successor or assignee thereof. The following definitions and any terms defined internally in this Agreement shall apply to this Agreement and all notices and communications made pursuant to this Agreement.

"Btu" means the amount of energy required to raise the temperature of one pound of pure water one degree Fahrenheit from 59 degrees Fahrenheit to 60 degrees Fahrenheit. The term **"MMBtu"** means one million Btus.

"Buyer" means the Party to a Transaction who is obligated to purchase Gas during a Period of Delivery.

"C.T." means Central Time.

"Claims" means all claims or actions, threatened or filed and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matters of the indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Confirmation" means a written notice confirming the specific terms of a Transaction which may be in any form adequate at law; an example of a Confirmation which may be utilized hereunder is shown in **"Exhibit B."**

"Confirm Deadline" means 24 hours after a Party receives a Confirmation; provided, if the Confirmation is not received during a Business Day it shall be deemed received at the open of the next Business Day.

"Contract Price" means the price for the purchase or sale of Gas pursuant to a Transaction.

"Daily Contract Quantity" ("DCQ") means the quantity of Gas to be Scheduled each Gas Day pursuant to a Transaction.

"Day" means a period of 24 consecutive hours, beginning at midnight C.T. on any calendar Day. **"Business Day"** means a Day on which Federal Reserve member banks in New York City are open for business and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time. **"Gas Day"** means a period of 24 consecutive hours beginning at the time of the applicable Transporter's gas day.

"Delivery Point(s)" means the agreed point(s) of delivery pursuant to a Transaction.

"Force Majeure" means an event not anticipated as of the Effective Date, which is not within the reasonable control of the Party claiming suspension, and which by the exercise of due diligence such Party is unable to overcome or obtain or cause to be obtained a commercially reasonable substitute performance therefor; provided, neither (i) the loss of Buyer's markets nor Buyer's inability economically to use or resell Gas purchased hereunder nor (ii) the loss or failure of Seller's Gas supply, including, without limitation, depletion of reserves or failure of production resulting from well freeze-offs, nor Seller's ability to sell Gas to a market at a more advantageous price, shall constitute an event of Force Majeure. **"Force Majeure"** shall include an event of Force Majeure occurring with respect to the facilities or services of Buyer's or Seller's Transporter.

"GAAP" means generally accepted accounting principles, consistently applied.

"Gas" means methane and other gaseous hydrocarbons meeting the quality standards and specifications of Buyer's Transporter.

"Identification Code" means a Party's numerical code utilized for recorded telephonic Transactions, as follows: Company _____, Customer _____.

"Indemnified Party" and **"Indemnifying Party"** mean the Party receiving and providing an indemnity, respectively.

"Interest Rate" means, for any date, two percent over the per annum rate of interest announced as the "Prime Rate" from time to time for commercial loans by Citibank, N. A. as established by the administrative body of such bank charged with the responsibility of establishing such rate, as same may change from time to time; provided, the Interest Rate shall never exceed the maximum lawful rate permitted by applicable law.

"Letter of Credit" means an irrevocable standby letter of credit issued or confirmed in a form and by a commercial bank acceptable to the Party in whose favor it is issued.

"Material Adverse Change" means with respect to Company or Customer, either ceases to be owned or otherwise controlled by Enron Corp.; "owned or otherwise controlled by" meaning the direct or indirect ownership of at least 51% of the outstanding capital stock or other equity interests of Customer or Company having ordinary voting power.

"MaxDD" means the maximum quantity of Gas that Seller is required to Schedule per Gas Day pursuant to a Transaction, if applicable.

"Maximum Daily Delivery Point Quantity" means the maximum quantity of Gas which may be Scheduled per Gas Day at each Delivery Point where there are multiple Delivery Points applicable to a Transaction.

"MinDD" means the minimum quantity of Gas that Buyer is required to Schedule per Gas Day pursuant to a Transaction, if applicable.

"MinMQ" means for any Month the minimum quantity of Gas per Gas Day that Buyer is obligated to Schedule times the number of Days in the Month pursuant to a Transaction, if applicable.

"Month" means a period of time beginning at midnight C.T. on the first Day of any calendar Month and ending at midnight C.T. on the first Day of the following calendar Month.

"New Taxes" means (i) any Taxes enacted and effective after the Effective Date, including, without limitation, that portion of any Taxes or New Taxes that constitutes an increase, or (ii) any law, order, rule or regulation, or interpretation thereof, enacted and effective after the Effective Date resulting in the application of any Taxes to a new or different class of parties.

"Period of Delivery" means the period from the date Scheduling obligations are to commence to the date same are to terminate under a Transaction.

"Pipeliner" means a company authorized to ship Gas on behalf of itself or others on physical Gas transmission facilities.

"Pricing Hours" means the hours C.T. from 8:00 a.m. to 5:00 p.m. of each Business Day.

"Replacement Price Differential" means (i) in the event of a Seller's Deficiency Default, the positive difference, if any, obtained by subtracting the Contract Price from the greater of (a) the cost to Buyer, including incremental transportation costs and other basis adjustments, to replace Seller's Deficiency Quantity for such Gas Day (but excluding penalties or charges for unauthorized receipts of Gas by Buyer) or (b) the Spot Price for the Gas Day in which Seller's Deficiency Default occurred, and (ii) in the event of a Buyer's Deficiency Default, the positive difference, if any, obtained by subtracting the lesser of (a) the price obtained by Seller in an incremental, arms-length sale(s) to a third party of a quantity equal to Buyer's Deficiency Quantity for such Gas Day, less incremental transportation charges to Seller, and including other basis adjustments, or (b) the Spot Price for the Gas Day in which Buyer's Deficiency Default occurred (or if the MinMQ is applicable, the Spot Price for the middle Gas Day of the Month in which Buyer's Deficiency Default occurred), from the Contract Price.

"Scheduling" or **"Schedule"**, when used in reference to Seller, means to make Gas available, or cause Gas to be made available, at the Delivery Point(s) for delivery to or for the account of Buyer, including making all Pipeline nominations, and when used in reference to Buyer, means to cause Buyer's Transporter to make available at the Delivery Point(s) transportation capacity sufficient to permit Buyer's Transporter to receive on a firm basis the quantities Seller has available at such Delivery Point(s), including making all Pipeline nominations. Gas shall be deemed to have been Scheduled when confirmed by Transporter.

"Seller" means the Party to a Transaction who is obligated to sell Gas during a Period of Delivery.

"Spot Price" means the price set forth in **Gas Daily**® (Pasha Publications, Inc.), or successor publication, in the column "Daily Price Survey" under the listing applicable to the geographic location agreed pursuant to a Transaction for the relevant Gas Day. If there is no single price published for that particular Gas Day, but there is published a range of prices under the above column and listing, then the Spot Price shall be the average of such high and low prices. In the event that no price or range of prices is published for that particular Gas

Day, then the Spot Price shall be the average of the following: the price determined as stated above for each of the first Gas Day immediately preceding and following the Gas Day in which the default occurred for which a Spot Price can be determined.

"Taxes" means any or all ad valorem, property, occupation, severance, production, extraction, first use, conservation, Btu or energy, gathering, transport, Pipeline, utility, gross receipts, gas or oil revenue, gas or oil import, privilege, sales, use, consumption, excise, lease, transaction, and other or new taxes, governmental charges, licenses, fees, permits and assessments, or increases therein, other than taxes based on net income or net worth.

"Transaction" means an agreement and any amendment or modification thereof made in accordance herewith for the purchase or sale of Gas to be performed hereunder.

"Transaction Agreement" means a written paper-based agreement executed by the Parties to form and effectuate a Transaction which may be substantially in the form set forth in Exhibit "B-1."

"Transaction Tape" means the tape recording of a recorded Transaction effectuated in accordance with Article 2.

"Transporter" means either the Pipeline delivering or receiving Gas at a Delivery Point in a Transaction.

Representations and Warranties. As a material inducement to entering into this Agreement, including each Transaction, each Party, with respect to itself, hereby represents and warrants to the other Party continuing throughout the term of this Agreement as follows: (i) there are no suits, proceedings, judgments, rulings or orders by or before any court or any governmental authority that materially adversely affect its ability to perform this Agreement or the rights of the other Party under this Agreement, (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and it has the legal right, power and authority and is qualified to conduct its business, and to execute and deliver this Agreement and perform its obligations under the same and each Transaction, and all regulatory authorizations have been maintained as necessary for it to legally perform its obligations hereunder, (iii) the making and performance by it of this Agreement is within its powers, has been duly authorized by all necessary action on its part, and does not and will not violate any provision of law or any rule, regulation, order, writ, judgment, decree or other determination presently in effect applicable to it or its governing documents, (iv) each of this Agreement and each Transaction when entered into constitutes a legal, valid and binding act and obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending, (v) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it, (vi) it has assets of \$5,000,000 or more according to its most recent financial statements prepared in accordance with GAAP and knowledge and experience in financial matters that enable it to evaluate the merits and risks of this Agreement, and (vii) it is not in a disparate bargaining position with the other Party.

Operations and Delivery Scheduling Requests. Not later than two Business Days prior to the earlier of Buyer's or Seller's Transporter's nomination deadline for the first Gas Day of each Month during a Period of Delivery, Buyer agrees to provide to Seller facsimile notice of the quantities Buyer requests Seller to Schedule for each Gas Day of such Month. Should Buyer desire to change the requested quantities Scheduled, Buyer shall provide to Seller facsimile notice thereof not later than one Business Day prior to the earlier of Buyer's or Seller's Transporter's nomination deadline for the applicable Gas Day. In the event the nomination or Scheduling deadline of a Transporter conflicts with these notification dates, Buyer and Seller agree to modify the notification dates accordingly. Scheduling requests to Seller will be accepted at the telephone number and shall be confirmed by facsimile as set forth in Exhibit "A."

Transportation. Seller shall obtain, or cause to be obtained, transportation to the Delivery Point, and Buyer shall obtain, or cause to be obtained, transportation from the Delivery Point.

Gas Specifications. Seller represents that all Gas delivered hereunder shall meet or exceed the specifications of Buyer's Transporter.

Multiple Delivery Point. In the event a Transaction shall contain more than one Delivery Point, the Parties shall specify a Maximum Daily Delivery Point Quantity for each Delivery Point. The Delivery Points which shall be utilized for delivery of Gas and the quantities of Gas to be Scheduled for delivery at such Delivery Points shall be determined by Seller in its sole discretion within each applicable Maximum Daily Delivery Point Quantity. Seller shall provide to Buyer a list of Delivery Points and quantities determined by it within a period of time necessary to permit Buyer to make nominations.

Operational Flow Orders. Should either Party receive an operational flow order or other order or notice from a Transporter requiring action to be taken in connection with this Agreement or Gas flowing under this Agreement ("OFO"), such Party shall immediately notify the other Party of the OFO and provide the other Party a copy of same by facsimile. The Parties shall take all actions required by the OFO within the time prescribed. Each Party shall indemnify, defend and hold harmless the other Party from any Claims, including, without limitation, all non-compliance penalties and attorneys' fees, associated with an OFO (i) of which the indemnifying Party failed to give the indemnified Party the notice required hereunder or (ii) under which the indemnifying Party failed to take the action required by the OFO within the time prescribed.

Financial Matters: Billing, Invoice Date, Charges and Payment. By the 10th Day of each calendar Month following the Month in which Gas was Scheduled under a Transaction, Seller shall provide Buyer with a written statement setting forth Gas Scheduled during the preceding Month, and other charges due Seller, including, without limitation, deficiency charges under Article 3. Billing and payment will be based on Scheduled quantities. Within five Business Days of the request of either Party, the other Party shall provide, to the extent it has a legal right of access thereto and/or such statement is then available, a copy of the Transporter's allocation or imbalance statement applicable to Gas sold hereunder for the requested period. The difference, if any, between Scheduled and actual quantities delivered or accepted shall be treated as Imbalances under Article 7. Buyer shall remit any amounts due by the 10th Day following Buyer's receipt of Seller's statement. Payment of all funds shall be made by wire transfer, in U.S. funds on a same day basis to the account designated on Exhibit "A." If Buyer or Seller should fail to remit any amounts in full when due hereunder interest on the unpaid portion shall accrue from the date due at a rate equal to the Interest Rate. Billings, payments and statements shall be made by wire transfer to the accounts or the addresses/facsimiles specified in Exhibit "A."

Suspension of Performance. If either Party fails to make a timely payment and such failure is not remedied within two Business Days after such Party receives written notice of default, the nondefaulting Party, in addition to other remedies, may suspend the Scheduling of Gas until such amount, including interest, is paid; provided, if the defaulting Party, in good faith, shall dispute the amount of any such billing or part thereof and shall pay such amounts as it concedes to be correct, no suspension shall be permitted.

Appl. Rights. For a period of two years from the date of termination of a Transaction Buyer or Seller or any third party representative thereof shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made under this Agreement. The records of the Parties shall be retained in accordance with Section 9.5 for a like period to facilitate the audit rights of the Parties.

Financial Information. If requested by Customer, Company shall deliver (i) within 120 Days following the end of each fiscal year, a copy of the annual report of Enron Corp. containing consolidated financial statements for such fiscal year certified by independent certified public accountants and (ii) within 60 Days after the end of each of its first three fiscal quarters of each fiscal year, a copy of the quarterly report of Enron Corp. containing unaudited consolidated financial statements for such fiscal quarter. If requested by Company, Customer (or its Guarantor) shall deliver (i) within 120 Days following the end of each fiscal year, a copy of its annual report containing consolidated financial statements for such fiscal year certified by independent certified public accountants and (ii) within 60 Days after the end of each of its first three fiscal quarters of each fiscal year, a copy of its quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared i

accordance with GAAP, provided, should any such statements not be timely due to a delay in preparation or certification, such delay shall not be considered a default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

• **Warranty of Title to Gas** Seller in any Transaction warrants that title to Gas to be Scheduled by Seller is free from all production burdens, liens and adverse claims and warrants its right to sell the same. Seller agrees to indemnify, defend and hold harmless Buyer against all Claims to or against the title of said Gas. In the event any Claim is asserted to said Gas, Buyer, in addition to other remedies, may suspend its obligation to pay for said Gas up to the amount of such Claim.

• **Alternate Price Redetermination** If any or all of the indices used to determine the Spot Price or the Contract Price are not available in the future, the Parties agree to promptly negotiate a mutually satisfactory alternate index for the Spot Price or Contract Price (each an "Alternate Price"). If the Parties cannot agree by the end of the first Month for which the Spot Price or Contract Price could not be determined, then Seller and Buyer shall each prepare a prioritized list of up to five alternative published reference postings or prices representative of spot prices for Gas delivered in the same geographic area. Each Party shall submit its list to the other within 10 Days after the end of the first Month for which the price could not be determined. The first listed index appearing in Seller's list that also appears in Buyer's list shall constitute the replacement index. If no common indices appear on the lists, each Party shall submit a new list adding two indices within 10 Days. If either Party fails to provide timely a list, such Party's list shall not be considered. From and after the "Renegotiation Date," which shall be the date the Spot Price or Contract Price is no longer available, until the Alternate Price is determined, the Alternate Price shall be the average of the Spot Price(s) or Contract Price(s) in effect during the 12 Months preceding the Month in which the Renegotiation Date occurred, which price shall be effective until the Alternate Price is determined. Upon determination of a new Alternate Price, the Spot Price or Contract Price, as applicable, will be adjusted retroactively to the Renegotiation Date.

• **Effect of Waiver or Consent** No waiver or consent by either Party, express or implied, of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver or consent of any other default or defaults whether of a like or different nature. Failure by a Party to complain of any act of the other Party or to declare the other Party in default with respect to this Agreement, regardless of how long that failure continues, shall not constitute a waiver by that Party of its rights with respect to that default until the applicable statute of limitations period has run.

• **Indemnifications** With respect to each indemnification included in this Agreement the indemnity is given to the extent authorized by law and the following provisions shall be considered applicable. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and the Indemnifying Party shall have the right to assume the investigation and defense thereof, including the employment of counsel, and shall be obligated to pay the related attorneys' fees; provided, the Indemnified Party shall have the right to employ separate counsel and participate in the defense of any Claim, however, the attorneys' fees of such counsel shall be paid by the Indemnified Party unless the employment of such counsel has been consented to in writing by the Indemnifying Party or the Indemnifying Party has failed to assume the defense and employ counsel in a timely manner; provided further, if the named parties to any Claim include both Parties, and the Indemnified Party shall have been advised by counsel that there may be a legal defense available to it which is different from those available to the Indemnifying Party, the Indemnified Party may elect to employ separate counsel at the expense of the Indemnifying Party, in which case the Indemnifying Party shall pay all attorneys' fees of such counsel and shall not have the right to assume the defense of the Claim on behalf of the Indemnified Party. The Parties shall use reasonable efforts to cooperate in the defense of any Claim. The Indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. The Indemnified Party shall reimburse the Indemnifying Party for payments made or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made with respect to an event covered by the indemnity.

• **Arbitration** Any dispute or need of interpretation arising out of this Agreement pertaining to the calculation of a Termination Payment shall be submitted to binding arbitration by one arbitrator with over eight years of professional experience in the

commodity futures market, derivative products and the Gas industry and who has not previously been employed by either Party, and does not have a direct or indirect interest in either Party or the subject matter of the arbitration. Such arbitrator shall either be as mutually agreed by the Parties within 30 Days after written notice from either Party requesting arbitration, or failing agreement, shall be selected under the expedited rules of the American Arbitration Association (the "AAA") using the above criteria. Such arbitration shall be held in alternating locations of the home offices of Seller and Buyer, commencing with Seller's office. The rules of the AAA shall apply to the extent not inconsistent with the rules herein specified. Either Party may initiate arbitration by written notice to the other Party and the arbitration shall be conducted according to the following: (i) not later than seven Days prior to the hearing date set by the arbitrator each Party shall submit a brief with a single dollar figure for settlement, (ii) the hearing shall be conducted on a confidential basis without continuance or adjournment, (iii) the arbitrator shall be limited to selecting only one of the two figures submitted by the Parties, (iv) each Party shall divide equally the cost of the hearing and each shall be responsible for its own expenses and those of its counsel and representatives and (v) evidence concerning the financial position or organizational make-up of the Parties, any offer made or the details of any negotiation prior to arbitration and the cost to the Parties of their representatives and counsel shall not be permissible.

• **Authority for Transactions** Each Party represents to the other Party that each of its employees has authority to enter into Transactions pursuant to this Agreement on its behalf. Identification and authority of a Party's employee engaging in a recorded telephonic Transaction shall be conclusively established for all purposes by a statement on the Transaction Tape by the employee of the employee's name and the Party's Identification Code; provided, failure to state either the employee name or the Identification Code shall not evidence any lack of authority of the employee to effectuate and form a Transaction.

EXHIBIT "A"
ENFOLIO MASTER FIRM PURCHASE/SALE AGREEMENT

NOTICE AND COMMUNICATION

TO COMPANY:

Notices/Correspondence:
Enron Gas Marketing, Inc.
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Commercial Operations
Facsimile No. (713) 646-8420

Invoices:

Enron Gas Marketing, Inc.
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Commercial Operations
Facsimile No. (713) 646-8420

Payments:

Enron Gas Marketing, Inc.
ABA Routing 111000025 Nations Bank Tx
Account 4140327387

Nominations: 1(800)356-9427/1(800)FLOWGAS

Confirmations: EGM Gas Trading 1(713)646-2531

TO CUSTOMER:

Notices/Correspondence:
Enron Gas Services Canada Corp.
Cantara Tower, Suite 3500
400-3rd Avenue S.W.
Calgary, Alberta T2P 4H2
Attn: Corporate Secretary
Phone # (403) 974-6703
Facsimile # (403) 974-6707

Invoices:

Enron Gas Services Canada Corp.
Cantara Tower, Suite 3500
400-3rd Avenue S.W.
Calgary, Alberta T2P 4H2

Attn: Manager, Accounting
Phone # (403) 974-6728
Facsimile # (403) 974-6706

Payments:

Enron Gas Services Canada Corp.
The Toronto-Dominion Bank
Commerical Banking Center
2 Calgary Place, 340-5th Avenue, S.W.
Calgary, Alberta T2P 4H2
Bank #004 Branch #00608
Account # 0806 0485537
Phone # (403) 292-1100
Facsimile # (403) 292-1217

Nominations: (403) 974-6752
Phone # (403) 974-6706
Facsimile # (403) 974-6706
Confirmations: (403) 974-6752
Phone # (403) 974-6706
Facsimile # (403) 974-6706

EXHIBIT "B"
ENFOLIO MASTER FIRM PURCHASE/SALE AGREEMENT

EXAMPLE OF CONFIRMATION ON COMPANY LETTERHEAD (INCLUDING NAME AND ADDRESS) TO CONFIRM TELEPHONIC TRANSACTIONS UNDER SECTION 2.4

This Confirmation shall confirm the Transaction agreed to on _____, 19____ and binding between Enron Gas Services Canada Corp. ("Customer") and Enron Gas Marketing, Inc. ("Company") regarding the firm purchase and sale of Gas under the following terms and conditions: _____ to purchase and receive (Buyer) and _____ to sell and deliver (Seller). Transaction number _____

DAILY CONTRACT QUANTITY (DCQ):
MAXQD (if applicable):
MINQD (if applicable):
MINQD (if applicable):
DELIVERY POINT(S):
CONTRACT PRICE (per MMBtu):
PERIOD OF DELIVERY:
SPOT PRICE LOCATION:

This Confirmation is being provided pursuant to and in accordance with the ENFOLIO Master Firm Purchase/Sale Agreement in effect between Customer and Company (the "Agreement") and constitutes part of and is subject to all of the terms and provisions of such Agreement. All capitalized terms herein used, but not defined, shall have the meanings set forth in the Agreement. Company does hereby adopt its letterhead, including its address, as its signature in respect of the identification of Company and the authentication by Company of this Confirmation. Any objection of Customer to this Confirmation must be made by written notice to Company prior to the Confirm Deadline, as agreed and defined in the Agreement.

EXHIBIT "B-1"
ENFOLIO MASTER FIRM PURCHASE/SALE AGREEMENT

SUGGESTED FORM OF TRANSACTION AGREEMENT FOR USE WITH TRANSACTIONS FORMED UNDER SECTION 2.2(i)

This Transaction Agreement (this "Agreement") shall form and effectuate the current proposal between Enron Gas Services Canada Corp. ("Customer") and Enron Gas Marketing, Inc. ("Company") regarding the firm purchase and sale of Gas under the following terms and conditions: _____ to purchase and receive (Buyer) and _____ to sell and deliver (Seller). Transaction number _____

DAILY CONTRACT QUANTITY (DCQ):
MAXQD (if applicable):
MINQD (if applicable):
MINQD (if applicable):
DELIVERY POINT(S):
CONTRACT PRICE (per MMBtu):
PERIOD OF DELIVERY:
SPOT PRICE LOCATION:

This Transaction Agreement is being provided pursuant to and in accordance with the ENFOLIO Master Firm Purchase/Sale Agreement in effect between Customer and Company and constitutes part of and is subject to all of the terms and provisions of such Agreement. Please execute this Transaction Agreement and return an executed copy to Company. Your execution should reflect the appropriate party in your organization who has the authority to enter into this Transaction. Upon receipt by Company of this executed Transaction Agreement it shall constitute a Transaction formed and effectuated under Section 2.2(i) of the above referenced Master Agreement. In the event Customer alters the terms of this Transaction Agreement in any manner or fails to execute and return to Company this Transaction Agreement within 24 hours of its receipt thereof, there will be no Transaction under the above referenced Master Agreement pursuant to this Transaction Agreement.

ENRON GAS SERVICES CANADA CORP.

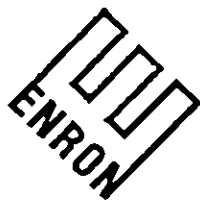
(Title)

(Date)

ENRON GAS MARKETING, INC.

(Title)

(Date)



ECT CANADA ORIGINAL

Enron Capital & Trade Resources Canada Corp.

3500 Canterra Tower
400 - 3rd Avenue S.W.
Calgary, Alberta, Canada T2P 4H2
(403) 974-6700
Fax (403) 974-6706

Effective September 30, 1996

Enron Capital & Trade Resources Corp.
1400 Smith Street (77002)
P.O. Box 1188
Houston, TX 77251-1188

Attention: Julie Gomez, Vice President

AMENDED AND RESTATED CONFIRMATION LETTER

This Amended and Restated Confirmation Letter shall supersede and replace the Confirmation Letter between the Parties dated September 30, 1996, a copy of which is attached hereto as Annex "I".

This Amended and Restated Confirmation Letter shall confirm the agreement between Enron Capital & Trade Resources Corp. ("ECTR") and Enron Capital & Trade Resources Canada Corp. ("ECT Canada") regarding the firm purchase and sale of Gas under the following terms and conditions.

ECT Canada (Seller) shall sell and deliver; ECTR (Buyer) shall purchase and receive.

I. CONDITIONS PRECEDENT: The obligations of ECTR and ECT Canada, respectively, to deliver and sell and to take and purchase Gas as provided for in this Amended and Restated Confirmation Letter, shall not arise prior to the satisfaction of each of the following conditions precedent:

(a) ECT Canada shall have obtained all regulatory approvals necessary to remove the MaxDQ from Alberta;

(b) ECT Canada shall have obtained (i) firm transportation agreements necessary to transport the MaxDQ on the facilities of NOVA Gas Transmission Limited ("NOVA") for firm delivery service to Empress, Alberta, at the interconnect with the facilities of TransCanada Pipelines Limited ("TCPL"); and (ii) firm transportation agreements necessary to transport the MaxDQ on TCPL to Emerson, Manitoba, at the inter-connect of TCPL and the facilities of Great Lakes Transmission Limited Partnership ("Great Lakes");

(c) ECTR shall have obtained firm transportation agreements necessary to transport the MaxDQ on Great Lakes to St. Clair, Michigan;

(d) ECTR shall have obtained all regulatory approvals necessary to (i) export the MaxDQ from Canada; and (ii) import the MaxDQ to the United States.

ECT Canada and ECTR warrant that they will use all reasonable efforts to fulfill their respective conditions precedent. ECT Canada shall notify ECTR forthwith in writing upon the conditions in subsections (a) and (b) above having been met, and ECTR shall inform ECT Canada forthwith in writing upon the conditions in subsections (c) and (d) above having been met. Each Party shall cooperate with the other Party in fulfilling the conditions set forth above in order that the delivery of Gas hereunder shall commence on the later of 08:00h November 1, 1998 or the Service Commencement Date (defined below). If any of the conditions set forth herein have not been satisfied on or before October 1, 1998, then ECT Canada shall have the right to terminate this Transaction under this Amended and Restated Confirmation Letter by giving written notice thereof to ECTR prior to October 10, 1998.

II. MaxDQ: 25,000.0 MMBtu's per Day, plus Fuel Gas (defined below).



III. LOAD FACTOR: 100%

IV. MinPQ: MaxDQ multiplied by the Load Factor, multiplied by the number of Days in the applicable Month.

V. DELIVERY POINT: The interconnect between TCPL and Great Lakes at Emerson, Manitoba, on the Canadian side of the international border.

VI. CONTRACT PRICE: Except for Fuel Gas, the Contract Price, for each delivery Month, shall be a price in U.S. dollars per MMBtu equal to the St. Clair Index (defined below), minus the Actual Tariff (defined below), minus U.S. \$0.005 per MMBtu, where:

"St. Clair Index" means the price for the applicable delivery Month in U.S. dollars per MMBtu published in the first issue in that Month by *Gas Daily*, in the table entitled "Monthly Contract Index" in the column for "Index" in the row for "Michigan Michcon, large" in U.S. dollars per MMBtu.

"FERC" means the Federal Energy Regulatory Commission of the United States.

"Actual Tariff" means the FERC-approved tariff effective for the delivery Month, for firm transportation service from Emerson, Manitoba to St. Clair, Michigan, invoiced by Great Lakes relative to the MaxDQ and converted to U.S. dollars, as required. The Actual Tariff shall include, but not be limited to, demand charges, commodity charges, delivery pressure charges and all other applicable charges.

During all periods of Force Majeure hereunder, Seller shall reimburse Buyer for the Actual Tariff as invoiced by Great Lakes.

The Contract Price for Fuel Gas shall be U.S. \$0.00 per MMBtu.

VII. CURRENCY CONVERSIONS: All dollar amounts in this Amended and Restated Confirmation Letter are stated in U.S. dollars and must be paid in U.S. dollars. For currency conversions required under this Amended and Restated Confirmation Letter, to convert Canadian currency to the currency of the United States, and vice versa, the Parties shall use the Bank of Canada posted noon spot exchange rate as quoted for the twentieth Day of each Month following each delivery Month.

VIII. PERIOD OF DELIVERY: (a) Subject to part (b) below, the Period of Delivery shall commence at 08:00h November 1, 1998, and terminate at 08:00h November 1, 2008.

(b) If the commencement of firm service by either TCPL or Great Lakes, or both, pursuant to TCPL's expansion to Emerson, Manitoba and Great Lake's expansion to St. Clair, Michigan, for the MaxDQ under this Amended and Restated Confirmation Letter is delayed beyond November 1, 1998, then the Period of Delivery shall commence on the date that such service by TCPL and Great Lakes commences (the "Service Commencement Date"), and the Period of Delivery shall terminate at 08:00h on the date that is ten years from and after the Service Commencement Date. The Parties further agree that if the Service Commencement Date has not occurred on or before November 1, 2002, then ECT Canada may elect to reduce the MaxDQ, by an amount up to 5,000.0 MMBtu's per Day by giving ECTR thirty Days' written notice of such election prior to January 1, 2003.

IX. FUEL GAS: (a) Each Day, ECT Canada shall deliver all Gas required as fuel by Great Lakes to transport the MaxDQ from Emerson, Manitoba to St. Clair, Michigan ("Fuel Gas"). ECT Canada shall be obligated to deliver Fuel Gas at the Delivery Point as part of the MaxDQ, but no payment shall be made by ECTR to ECT Canada for such Fuel Gas.



XI. AMENDMENTS
TO THE MASTER
AGREEMENT:

(b) If on any Day, ECT Canada fails to deliver the entire MaxDQ, the first MMBtu's delivered on that Day shall be deemed to be the fuel required by Great Lakes based on actual volumes delivered by ECT Canada on such Day.

For the purpose of this Amended and Restated Confirmation Letter, the Master Agreement (defined below) shall be amended as follows:

1. In Section 3.2 of the Master Agreement, delete the second sentence and replace it with the following:

"In the event of a Seller's Deficiency Default, Seller shall pay Buyer the sum of the following: (i) an amount equal to the product of the energy content of Seller's Deficiency Quantity multiplied by the Replacement Price Differential, plus (ii) the full amount that Buyer paid to an arms' length third party for any Fuel Gas that Seller failed to Schedule, plus (iii) liquidated damages equal to Cdn. \$0.15 multiplied by the number of GJ's in Seller's Deficiency Quantity to cover Buyer's administrative and operational costs."

2. Add the following sentence at the end of Section 3.4 of the Master Agreement:

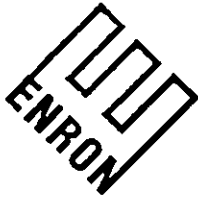
"Notwithstanding anything to the contrary in this Section 3.4, the Parties agree that Buyer shall not be liable to Seller for any amount for failing to Schedule or receive any volumes which are either designated by Seller or Buyer to be Fuel Gas or which are deemed to be Fuel Gas pursuant to paragraph (b) in the Section entitled "Fuel Gas" in this Amended and Restated Confirmation Letter."

3. Add the following at the end of Section 4.1 of the Master Agreement:

"If an Early Termination Date occurs with respect to this Amended and Restated Confirmation Letter, and regardless of which Party is the Affected Party, Buyer shall promptly assign to Seller or to any company Seller may designate ("Seller's Designee") for the remainder of the Period of Delivery stated in this Amended and Restated Confirmation Letter, whatever right Buyer has at that time to the Great Lakes transportation capacity relative to the MaxDQ, including Fuel Gas hereunder (the "Great Lakes Transportation Capacity"), subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

If an Early Termination Date occurs with respect to any of the Confirmation Letters which Seller has entered into with producers in order to supply the Gas to Buyer under this Amended and Restated Confirmation Letter, and if Seller is the Affected Party under such producer transactions, then Buyer shall promptly assign to Seller's Designee for the remainder of the Period of Delivery stated in this Amended and Restated Confirmation Letter, whatever right Buyer has at that time to the Great Lakes Transportation Capacity relative to the portion of the MaxDQ which had been supplied by that producer transaction, including Fuel Gas, subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

5. The definition of "Force Majeure" in Appendix "1" of the Master Agreement shall be deleted and replaced with:



"Force Majeure" shall mean only the following: (1) curtailments of firm service and interruptions of firm service occurring with respect to the facilities of TCPL and Great Lakes at Emerson, Manitoba; and (2) in addition, Seller shall have the right to declare Force Majeure if there is a curtailment of NOVA Inventory Transfer Service or if there is a curtailment of firm service or an interruption of firm service occurring with respect to the facilities of TCPL at any point between Empress, Alberta and Emerson, Manitoba; and (3) in addition, Buyer shall have the right to declare Force Majeure if there is a curtailment of firm service or an interruption of firm service with respect to the facilities of Great Lakes at any point between Emerson, Manitoba and St. Clair, Michigan. On any Day that Force Majeure applies, both Parties' obligations to deliver and receive Gas shall be reduced by the same percentage that the applicable transporter interrupts or curtails firm service at a point mentioned in the previous sentence on such Day."

For the purposes of this Amended and Restated Confirmation Letter, the Parties agree that Article 5 of the Enfolio Master Firm Purchase/Sale Agreement dated June 1, 1994 shall be amended as follows:

- (i) Immediately after the words "suspended from the inception and during the continuance of the Force Majeure", delete the words, "for a period of up to 60 Days in the aggregate during any 12 Month period, but for no longer period".
- (ii) Immediately after the words "as it deems necessary at its expense" delete the words, "for the entire 60 Day period or any part thereof".
- (iii) Delete the sentence: "The Parties expressly agree that upon expiration of the 60 Day period Force Majeure shall no longer apply to the obligations hereunder and both Buyer and Seller shall be obligated to perform".

XII. OTHER:

1. Seller may elect, by written notice thereof to Buyer at least 180 Days prior to the expiration of the Period of Delivery, to take an assignment of the Great Lakes transportation capacity which Buyer obtained in connection with this Amended and Restated Confirmation Letter, subject to Buyer's right to assign such transportation capacity, and subject to Buyer's receipt of written consent from Great Lakes to such assignment.
2. For purposes of energy conversions, one MMBtu shall be equal to 1.054615 GJ's.
3. If any of the firm transportation arrangements which Buyer or Seller obtain or may have a right to obtain from any of NOVA, TCPL or Great Lakes (the "Transportation Arrangements") has a term of greater than ten years, then Buyer or Seller may terminate the Transaction under this Amended and Restated Confirmation Letter by giving written notice thereof to the other Party prior to October 5, 1998.
4. If the FERC-approved tariffs for Great Lakes' expansion, or the NEB-approved tariff for TCPL expansion facilities, is based on any tolling methodology other than rolled-in tolling, then Seller may terminate the Transaction under this Amended and Restated Confirmation Letter by giving written notice thereof to Buyer prior to October 10, 1998, but Seller may only terminate this Transaction if ECTR has at that time the right to terminate the Transportation Arrangements with Great Lakes at no cost to ECTR.

This Amended and Restated Confirmation Letter is being provided pursuant to the ENFOLIO Master Firm Purchase/Sale Agreement dated June 1, 1994, between ECTR and ECT Canada, successor



to Enron Gas Services Canada Corp. (as amended, restated or replaced from time to time, the "Master Agreement") and constitutes part of and is subject to all of the terms and provisions of the Master Agreement.

Please confirm that the terms stated herein accurately reflect the agreement between ECT Canada and ECTR by executing and returning the enclosed duplicate copy of this Amended and Restated Confirmation Letter.

**ENRON CAPITAL & TRADE RESOURCES
CANADA CORP.**

Originator	<i>BM</i>
Legal	<i>PCMK</i>
Credit	

Rob Milnthorp
Per: Rob Milnthorp
Title: Vice President *PCMK*

Accepted and agreed effective as of the date hereof.

ENRON CAPITAL & TRADE RESOURCES CORP.

Julie Gomez
Per: Julie Gomez
Title: Vice President

September 30, 1996

Enron Capital & Trade Resources Canada Corp.
3500 Canterra Tower
400 - 3rd Avenue S.W.
Calgary, Alberta T2P 4H2

ANNEX "A"

ECT CANADA ORIGINAL

Attention: David Delaine, Vice President

CONFIRMATION LETTER

This Confirmation Letter shall confirm the agreement between Enron Capital & Trade Resources Corp. ("ECTR") and Enron Capital & Trade Resources Canada Corp. ("ECT Canada") regarding the firm purchase and sale of Gas under the following terms and conditions.

ECT Canada (Seller) shall sell and deliver; ECTR (Buyer) shall purchase and receive.

- I. **CONDITIONS PRECEDENT:** The obligations of ECTR and ECT Canada, respectively, to deliver and sell and to take and purchase Gas as provided for in this Confirmation Letter, shall not arise prior to the satisfaction of each of the following conditions precedent:
- (a) ECT Canada shall have obtained all regulatory approvals necessary to remove the MaxDQ from Alberta;
 - (b) ECT Canada shall have obtained (i) firm transportation agreements necessary to transport the MaxDQ on the facilities of NOVA Gas Transmission Limited ("NOVA") for firm delivery service to Empress, Alberta, at the interconnect with the facilities of TransCanada Pipelines Limited ("TCPL"); and (ii) firm transportation agreements necessary to transport the MaxDQ on TCPL to Emerson, Manitoba, at the inter-connect of TCPL and the facilities of Great Lakes Transmission Limited Partnership ("Great Lakes");
 - (c) ECTR shall have obtained firm transportation agreements necessary to transport the MaxDQ on Great Lakes to St. Clair, Michigan;
 - (d) ECTR shall have obtained all regulatory approvals necessary to (i) export the MaxDQ from Canada; and (ii) import the MaxDQ to the United States.

ECT Canada and ECTR warrant that they will use all reasonable efforts to fulfill their respective conditions precedent. ECT Canada shall notify ECTR forthwith in writing upon the conditions in subsections (a) and (b) above having been met, and ECTR shall inform ECT Canada forthwith in writing upon the conditions in subsections (c) and (d) above having been met. Each Party shall cooperate with the other Party in fulfilling the conditions set forth above in order that the delivery of Gas hereunder shall commence on the later of 08:00h November 1, 1998 or the Service Commencement Date (defined below). If any of the conditions set forth herein have not been satisfied on or before October 1, 1998, then ECT Canada shall have the right to terminate this Transaction under this Confirmation Letter by giving written notice thereof to ECTR prior to October 10, 1998.

- II. MaxDQ: 30,000 Mcf's per Day, plus Fuel Gas (defined below).
- III. LOAD FACTOR: 100%

- IV. MinPQ: MaxDQ multiplied by the Load Factor, multiplied by the number of Days in the applicable Month.
- V. DELIVERY POINT: The interconnect between TCPL and Great Lakes at Emerson, Manitoba, on the Canadian side of the international border.
- VI. CONTRACT PRICE: Except for Fuel Gas, the Contract Price, for each delivery Month, shall be a price in U.S. dollars per Mcf equal to the St. Clair Index (defined below), minus the Actual Tariff (defined below), where:
- "St. Clair Index" means the price for the applicable delivery Month in U.S. dollars per Mcf published in the first issue in that Month by *Gas Daily*, in the table entitled "Monthly Contract Index" in the column for "Index" in the row for "Michigan Michcon, large" in U.S. dollars per Mcf.
- "FERC" means the Federal Energy Regulatory Commission of the United States.
- "Actual Tariff" means the FERC-approved tariff effective for the delivery Month, for firm transportation service from Emerson, Manitoba to St. Clair, Michigan, invoiced by Great Lakes relative to the MaxDQ and converted to U.S. dollars, as required. The Actual Tariff shall include, but not be limited to, demand charges, commodity charges, delivery pressure charges and all other applicable charges.
- During all periods of Force Majeure hereunder, Seller shall reimburse Buyer for the Actual Tariff as invoiced by Great Lakes.
- The Contract Price for Fuel Gas shall be U.S. \$0.00 per MMBtu.
- VII. CURRENCY CONVERSIONS: All dollar amounts in this Confirmation Letter are stated in U.S. dollars and must be paid in U.S. dollars. For currency conversions required under this Confirmation Letter, to convert Canadian currency to the currency of the United States, and vice versa, the Parties shall use the Bank of Canada posted noon spot exchange rate as quoted for the twentieth Day of each Month following each delivery Month.
- VIII. PERIOD OF DELIVERY: (a) Subject to part (b) below, the Period of Delivery shall commence at 08:00h November 1, 1998, and terminate at 08:00h November 1, 2008.
- (b) If the commencement of firm service by either TCPL or Great Lakes, or both, pursuant to TCPL's expansion to Emerson, Manitoba and Great Lakes' expansion to St. Clair, Michigan, for the MaxDQ under this Confirmation Letter is delayed beyond November 1, 1998, then the Period of Delivery shall commence on the date that such service by TCPL and Great Lakes commences (the "Service Commencement Date"), and the Period of Delivery shall terminate at 08:00h on the date that is ten years from and after the Service Commencement Date. The Parties further agree that if the Service Commencement Date has not occurred on or before November 1, 2002, then ECT Canada may elect to reduce the MaxDQ, by an amount up to 5,000.0 Mcf's per Day by giving ECTR thirty Days' written notice of such election prior to January 1, 2003.
- IX. FUEL GAS: (a) Each Day, ECT Canada shall deliver all Gas required as fuel by Great Lakes to transport the MaxDQ from Emerson, Manitoba to St. Clair, Michigan ("Fuel Gas"). ECT Canada shall be obligated to deliver Fuel Gas at the Delivery Point as part of the MaxDQ, but no payment shall be made by ECTR to ECT Canada for such Fuel Gas.

(b) If on any Day, ECT Canada fails to deliver the entire MaxDQ, the first MMBtu's or Mcf's, as applicable, delivered on that Day shall be deemed to be the fuel required by Great Lakes based on actual volumes delivered by ECT Canada on such Day.

XI. AMENDMENTS
TO THE MASTER
AGREEMENT:

For the purpose of this Confirmation Letter, the Master Agreement (defined below) shall be amended as follows:

1. In Section 3.2 of the Master Agreement, delete the second sentence and replace it with the following:

"In the event of a Seller's Deficiency Default, Seller shall pay Buyer the sum of the following: (i) an amount equal to the product of the energy content of Seller's Deficiency Quantity multiplied by the Replacement Price Differential, plus (ii) the full amount that Buyer paid to an arms' length third party for any Fuel Gas that Seller failed to Schedule, plus (iii) liquidated damages equal to Cdn. \$0.15 multiplied by the number of GJ's in Seller's Deficiency Quantity to cover Buyer's administrative and operational costs."

2. Add the following sentence at the end of Section 3.4 of the Master Agreement:

"Notwithstanding anything to the contrary in this Section 3.4, the Parties agree that Buyer shall not be liable to Seller for any amount for failing to Schedule or receive any volumes which are either designated by Seller or Buyer to be Fuel Gas or which are deemed to be Fuel Gas pursuant to paragraph (b) in the Section entitled "Fuel Gas" in this Confirmation Letter."

3. Add the following at the end of Section 4.1 of the Master Agreement:

"If an Early Termination Date occurs with respect to this Confirmation Letter, and regardless of which Party is the Affected Party, Buyer shall promptly assign to Seller or to any company Seller may designate ("Seller's Designee") for the remainder of the Period of Delivery stated in this Confirmation Letter, whatever right Buyer has at that time to the Great Lakes transportation capacity relative to the MaxDQ, including Fuel Gas hereunder (the "Great Lakes Transportation Capacity"), subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

If an Early Termination Date occurs with respect to any of the confirmation letters which Seller has entered into with producers in order to supply the Gas to Buyer under this Confirmation Letter, and if Seller is the Affected Party under such producer transactions, then Buyer shall promptly assign to Seller's Designee for the remainder of the Period of Delivery stated in this Confirmation Letter, whatever right Buyer has at that time to the Great Lakes Transportation Capacity relative to the portion of the MaxDQ which had been supplied by that producer transaction, including Fuel Gas, subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

5. The definition of "Force Majeure" in Appendix "1" of the Master Agreement shall be deleted and replaced with:

"Force Majeure" shall mean only the following: (1) curtailments of firm service and interruptions of firm service occurring with respect to the facilities of TCPL and Great Lakes at Emerson, Manitoba; and (2) in addition, Seller shall have the right to declare Force Majeure if there is a curtailment of NOVA Inventory Transfer Service or if there is a curtailment of firm service or an interruption of firm service occurring with respect to the facilities of TCPL at any point between Empress, Alberta and Emerson, Manitoba; and (3) in addition, Buyer shall have the right to declare Force Majeure if there is a curtailment of firm service or an interruption of firm service with respect to the facilities of Great Lakes at any point between Emerson, Manitoba and St. Clair, Michigan. On any Day that Force Majeure applies, both Parties' obligations to deliver and receive Gas shall be reduced by the same percentage that the applicable transporter interrupts or curtails firm service at a point mentioned in the previous sentence on such Day."

For the purposes of this Confirmation Letter, the Parties agree that Article 5 of the Enfolio Master Firm Purchase/Sale Agreement dated June 1, 1994 shall be amended as follows:

- (i) Immediately after the words "suspended from the inception and during the continuance of the Force Majeure", delete the words, "for a period of up to 60 Days in the aggregate during any 12 Month period, but for no longer period".
- (ii) Immediately after the words "as it deems necessary at its expense" delete the words, "for the entire 60 Day period or any part thereof".
- (iii) Delete the sentence: "The Parties expressly agree that upon expiration of the 60 Day period Force Majeure shall no longer apply to the obligations hereunder and both Buyer and Seller shall be obligated to perform".

- XII. OTHER:
- 1. Seller may elect, by written notice thereof to Buyer at least 180 Days prior to the expiration of the Period of Delivery, to take an assignment of the Great Lakes transportation capacity which Buyer obtained in connection with this Confirmation Letter, subject to Buyer's right to assign such transportation capacity, and subject to Buyer's receipt of written consent from Great Lakes to such assignment.
 - 2. For purposes of energy conversions, one MMBtu shall be equal to 1.054615 GJ's.
 - 3. If any of the firm transportation arrangements which Buyer or Seller obtain or may have a right to obtain from any of NOVA, TCPL or Great Lakes (the "Transportation Arrangements") has a term of greater than ten years, then Buyer or Seller may terminate the Transaction under this Confirmation Letter by giving written notice thereof to the other Party prior to October 5, 1998.
 - 4. If the FERC-approved tariffs for Great Lakes' expansion, or the NEB-approved tariff for TCPL expansion facilities, is based on any tolling methodology other than rolled-in tolling, then Seller may terminate the Transaction under this Confirmation Letter by giving written notice thereof to Buyer prior to October 10, 1998, but Seller may only terminate this Transaction if ECTR has at that time the right to terminate the Transportation Arrangements with Great Lakes at no cost to ECTR.

5. If for purposes of this Confirmation Letter it is necessary to convert Mcf to MMBtu, or vice versa, the Parties shall use the Monthly Btu factor posted by Great Lakes for the Month of Delivery for St. Clair, Michigan (i.e., the Btu factor for natural gas entering the facilities of Michigan Consolidated from Great Lakes Pipeline).

This Confirmation Letter is being provided pursuant to the Enfolio Master Firm Purchase/Sale Agreement dated June 1, 1994 (the "Master Agreement"), between ECTR and ECT Canada, and constitutes part of and is subject to all of the terms and provisions of the Master Agreement.

Please confirm that the terms stated herein accurately reflect the agreement between ECT Canada and ECTR by returning an executed copy of this Confirmation Letter by facsimile to ECTR. We would appreciate it if you would send your fax back to us within one hour after you receive this Confirmation Letter. Thank you for your timely cooperation.

Originator	<i>BM</i>
Legal	<i>MLK</i>
Credit	
Risk Mgt.	

ENRON CAPITAL & TRADE RESOURCES CORP.

Jefe Gomez

Per: Jefe Gomez
Title: Vice President

Accepted and agreed effective as of September 30, 1996.

ENRON CAPITAL & TRADE RESOURCES
CANADA CORP.

David Delaney

Per: David Delaney
Title: Vice President



ECT CANADA ORIGINAL

Enron Capital & Trade Resources Canada Corp. 3500 Canterra Tower 400 - 3rd Avenue S.W. Calgary, Alberta, Canada T2P 4H2 (403) 974-6700 Fax (403) 974-6706

Effective August 29, 1997

Enron Capital & Trade Resources Corp. 1400 Smith Street (77002) P.O. Box 1188 Houston, TX 77251-1188

Attention: Julie Gomez, Vice President

CONFIRMATION LETTER

This Confirmation Letter shall confirm the agreement between Enron Capital & Trade Resources Corp. ("ECTR") and Enron Capital & Trade Resources Canada Corp. ("ECT Canada") regarding the firm purchase and sale of Gas under the following terms and conditions.

ECT Canada (Seller) shall sell and deliver; ECTR (Buyer) shall purchase and receive.

- I. CONDITIONS PRECEDENT: The obligations of ECTR and ECT Canada, respectively, to deliver and sell and to take and purchase Gas as provided for in this Confirmation Letter, shall not arise prior to the satisfaction of each of the following conditions precedent: (a) Crestar Energy (a general partnership, the managing partner of which is Crestar Energy Inc.) shall have obtained all regulatory approvals necessary to remove the MaxDQ from Alberta; (b) ECT Canada shall have obtained and assigned to Crestar Energy (i) firm transportation agreements necessary to transport the MaxDQ on the facilities of NOVA Gas Transmission Limited ("NOVA") for firm delivery service to Empress, Alberta, at the interconnect with the facilities of TransCanada Pipelines Limited ("TCPL"); and (ii) firm transportation agreements necessary to transport the MaxDQ on TCPL to Emerson, Manitoba, at the inter-connect of TCPL and the facilities of Great Lakes Transmission Limited Partnership ("Great Lakes"); (c) ECTR shall have obtained firm transportation agreements necessary to transport the MaxDQ on Great Lakes to St. Clair, Michigan; (d) ECTR shall have obtained all regulatory approvals necessary to (i) export the MaxDQ from Canada; and (ii) import the MaxDQ to the United States.

ECT Canada and ECTR warrant that they will use all reasonable efforts to fulfill their respective conditions precedent. ECT Canada shall notify ECTR forthwith in writing upon the conditions in subsections (a) and (b) above having been met, and ECTR shall inform ECT Canada forthwith in writing upon the conditions in subsections (c) and (d) above having been met. Each Party shall cooperate with the other Party in fulfilling the conditions set forth above in order that the delivery of Gas hereunder shall commence on the later of 08:00h November 1, 1998 or the Service Commencement Date (defined below). If any of the conditions set forth herein have not been satisfied on or before October 1, 1998, then ECT Canada shall have the right to terminate this Transaction under this Confirmation Letter by giving written notice thereof to ECTR prior to October 10, 1998.

- II. MaxDQ: 5,390.0 MMBtu's per Day, plus Fuel Gas (defined below).
III. LOAD FACTOR: 100%



- IV. MinPQ: MaxDQ multiplied by the Load Factor, multiplied by the number of Days in the applicable Month.
- V. DELIVERY POINT: The interconnect between TCPL and Great Lakes at Emerson, Manitoba, on the Canadian side of the international border.
- VI. CONTRACT PRICE: Except for Fuel Gas, the Contract Price, for each delivery Month, shall be a price in U.S. dollars per MMBtu equal to the St. Clair Index (defined below), minus the Actual Tariff (defined below), where:
- "St. Clair Index" means the price for the applicable delivery Month in U.S. dollars per MMBtu published in the first issue in that Month by *Gas Daily*, in the table entitled "Monthly Contract Index" in the column for "Index" in the row for "Michigan Michcon, large" in U.S. dollars per MMBtu.
- "FERC" means the Federal Energy Regulatory Commission of the United States.
- "Actual Tariff" means the FERC-approved tariff effective for the delivery Month, for firm transportation service from Emerson, Manitoba to St. Clair, Michigan, invoiced by Great Lakes relative to the MaxDQ and converted to U.S. dollars, as required. The Actual Tariff shall include, but not be limited to, demand charges, commodity charges, delivery pressure charges and all other applicable charges.
- During all periods of Force Majeure hereunder, Seller shall reimburse Buyer for the Actual Tariff as invoiced by Great Lakes and if Great Lakes provides any credits to Buyer relative to such period of Force Majeure, Buyer shall pass through such credits to Seller (and Seller shall pass through such credits to Crestar Energy).
- The Contract Price for Fuel Gas shall be U.S. \$0.00 per MMBtu.
- VII. CURRENCY CONVERSIONS: All dollar amounts in this Confirmation Letter are stated in U.S. dollars and must be paid in U.S. dollars. For currency conversions required under this Confirmation Letter, to convert Canadian currency to the currency of the United States, and vice versa, the Parties shall use the Bank of Canada posted noon spot exchange rate as quoted for the twentieth Day of each Month following each delivery Month. If the twentieth Day falls on a weekend or statutory holiday, the next closest Business Day shall be used.
- VIII. PERIOD OF DELIVERY: (a) Subject to part (b) below, the Period of Delivery shall commence at 08:00h November 1, 1998, and terminate at 08:00h November 1, 2008.
- (b) If the commencement of firm service by either TCPL or Great Lakes, or both, pursuant to TCPL's expansion to Emerson, Manitoba and Great Lake's expansion to St. Clair, Michigan, for the MaxDQ under this Confirmation Letter is delayed beyond November 1, 1998, then the Period of Delivery shall commence on the date that such service by TCPL and Great Lakes commences (the "Service Commencement Date"), and the Period of Delivery shall terminate at 08:00h on the date that is ten years from and after the Service Commencement Date.
- IX. FUEL GAS: (a) Each Day, ECT Canada shall deliver all Gas required as fuel by Great Lakes to transport the MaxDQ from Emerson, Manitoba to St. Clair, Michigan ("Fuel Gas"). ECT Canada shall be obligated to deliver Fuel Gas at the Delivery Point as part of the MaxDQ, but no payment shall be made by ECTR to ECT Canada for such Fuel Gas.
- (b) If on any Day, ECT Canada fails to deliver the entire MaxDQ, the first MMBtu's delivered on that Day shall be deemed to be the fuel required to deliver the balance of the volumes delivered by Seller on such Day.



XI. AMENDMENTS
TO THE MASTER
AGREEMENT:

For the purpose of this Confirmation Letter, the Master Agreement (defined below) shall be amended as follows:

1. In Section 3.2 of the Master Agreement, delete the second sentence and replace it with the following:

"In the event of a Seller's Deficiency Default, Seller shall pay Buyer the sum of the following: (i) an amount equal to the product of the energy content of Seller's Deficiency Quantity multiplied by the Replacement Price Differential, plus (ii) the full amount that Buyer paid to an arms' length third party for any Fuel Gas that Seller failed to Schedule, plus (iii) liquidated damages equal to Cdn. \$0.15 multiplied by the number of GJ's in Seller's Deficiency Quantity to cover Buyer's administrative and operational costs."

2. Add the following sentence at the end of Section 3.4 of the Master Agreement:

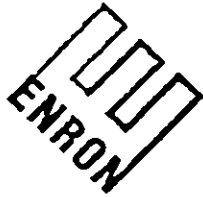
"Notwithstanding anything to the contrary in this Section 3.4, the Parties agree that Buyer shall not be liable to Seller for any amount for failing to Schedule or receive any volumes which are either designated by Seller or Buyer to be Fuel Gas or which are deemed to be Fuel Gas pursuant to paragraph (b) in the Section entitled "Fuel Gas" in this Confirmation Letter."

3. Add the following at the end of Section 4.1 of the Master Agreement:

"If an Early Termination Date occurs with respect to this Confirmation Letter, and regardless of which Party is the Affected Party, Buyer shall promptly assign to Seller or to any company Seller may designate ("Seller's Designee") for the remainder of the Period of Delivery stated in this Confirmation Letter, whatever right Buyer has at that time to the Great Lakes transportation capacity relative to the MaxDQ, including Fuel Gas hereunder (the "Great Lakes Transportation Capacity"), subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

If an Early Termination Date occurs with respect to any of the Confirmation Letters which Seller has entered into with producers in order to supply the Gas to Buyer under this Confirmation Letter, and if Seller is the Affected Party under such producer transactions, then Buyer shall promptly assign to Seller's Designee for the remainder of the Period of Delivery stated in this Confirmation Letter, whatever right Buyer has at that time to the Great Lakes Transportation Capacity relative to the portion of the MaxDQ which had been supplied by that producer transaction, including Fuel Gas, subject to Buyer's right to assign same, and subject to Buyer's receipt of written consent from Great Lakes.

5. The definition of "Force Majeure" in Appendix "1" of the Master Agreement shall be deleted and replaced with:



"Force Majeure" shall mean only the following: (1) curtailments of firm service and interruptions of firm service occurring with respect to the facilities of TCPL and Great Lakes at Emerson, Manitoba; and (2) in addition, Seller shall have the right to declare Force Majeure if there is a curtailment of NOVA Inventory Transfer Service or if there is a curtailment of firm service or an interruption of firm service occurring with respect to the facilities of TCPL at any point between Empress, Alberta and Emerson, Manitoba; and (3) in addition, Buyer shall have the right to declare Force Majeure if there is a curtailment of firm service or an interruption of firm service with respect to the facilities of Great Lakes at any point between Emerson, Manitoba and St. Clair, Michigan. On any Day that Force Majeure applies, both Parties' obligations to deliver and receive Gas shall be reduced by the same percentage that the applicable transporter interrupts or curtails firm service at a point mentioned in the previous sentence on such Day."

For the purposes of this Confirmation Letter, the Parties agree that Article 5 of the Enfolio Master Firm Purchase/Sale Agreement dated June 1, 1994 shall be amended as follows:

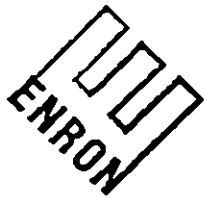
- (i) Immediately after the words "suspended from the inception and during the continuance of the Force Majeure", delete the words, "for a period of up to 60 Days in the aggregate during any 12 Month period, but for no longer period".
- (ii) Immediately after the words "as it deems necessary at its expense" delete the words, "for the entire 60 Day period or any part thereof".
- (iii) Delete the sentence: "The Parties expressly agree that upon expiration of the 60 Day period Force Majeure shall no longer apply to the obligations hereunder and both Buyer and Seller shall be obligated to perform".

XII. ASSIGNMENT OF CAPACITY:

Buyer acknowledges that Crestar Energy may, pursuant to Section XI of the Confirmation Letter dated August 29, 1997, between Crestar Energy (as Seller) and ECT Canada (as Buyer) for the MaxDQ and having the same Period of Delivery as this Transaction (the "Crestar Confirmation Letter"), by written notice given to Seller at least 365 Days prior to November 1 of any year following the first year of the Period of Delivery under the Crestar Confirmation Letter, Crestar Energy may elect to take a permanent assignment of the TCPL and Great Lakes transportation capacity which Seller and Buyer obtained in connection with the Crestar Confirmation Letter for the remaining portion of the Period of Delivery, commencing November 1 of the year following the year such election is made, subject to the right to assign all such transportation capacity, and subject to receipt of written consent from each of TCPL and Great Lakes to such assignment, in which case Buyer shall assign the Great Lakes transportation capacity to Crestar Energy at the direction of Seller.

XIII. OTHER:

1. For purposes of energy conversions, one MMBtu shall be equal to 1.054615 GJ's.
2. If as a result of any of the firm transportation arrangements which Buyer or Seller obtain or may have a right to obtain from any of NOVA, TCPL or Great Lakes (the "Transportation Arrangements") has a term of greater than ten years and as a result Crestar Energy or Seller terminates the transaction under the Crestar Confirmation Letter prior to October 5, 1998, pursuant to the termination right under paragraph 3 of Section XII of the Crestar Confirmation Letter, then Seller may terminate the Transaction under this Confirmation Letter by giving written notice thereof to Buyer.



3. If the FERC-approved tariff for Great Lakes is based on any tolling methodology other than rolled-in tolling and as a result Crestar Energy terminates the transaction under the Crestar Confirmation Letter pursuant to paragraph 4 of Section XII of the Crestar Confirmation Letter, then Seller may terminate the Transaction under this Confirmation Letter by giving written notice thereof to Buyer.

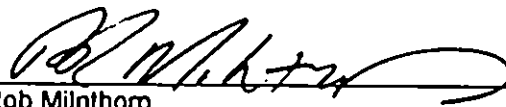
4. If the NEB-approved tariff for TCPL's expansion of facilities is based on any tolling methodology other than rolled-in tolling and as a result Crestar Energy terminates the transaction under the Crestar Confirmation Letter pursuant to paragraph 5 of Section XII of the Crestar Confirmation Letter, then Seller may terminate the Transaction under this Confirmation Letter by giving written notice thereof to Buyer.

5. Buyer acknowledges if Crestar Energy does not elect to take assignment of the Great Lakes transportation capacity at any time during the term of the Crestar Confirmation Letter pursuant to Section XI thereof, Crestar Energy may elect, by written notice given to Seller at least 180 Days prior to the expiration of the Period of Delivery under the Crestar Confirmation Letter to take assignment of the Great Lakes capacity at the expiration of the Period of Delivery, subject to Buyer's right to assign all such transportation capacity, and subject to Buyer's receipt of written consent from Great Lakes to such assignment, in which case Buyer shall assign such Great Lakes transportation capacity to Crestar Energy at the direction of Seller.

This Confirmation Letter is being provided pursuant to the ENFOLIO Master Firm Purchase/Sale Agreement dated June 1, 1994, between ECTR and ECT Canada, successor to Enron Gas Services Canada Corp. (as amended, restated or replaced from time to time, the "Master Agreement") and constitutes part of and is subject to all of the terms and provisions of the Master Agreement.

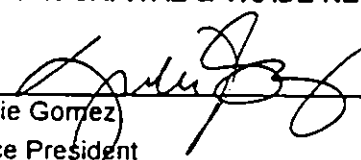
Please confirm that the terms stated herein accurately reflect the agreement between ECT Canada and ECTR by executing and returning the enclosed duplicate copy of this Confirmation Letter.



**ENRON CAPITAL & TRADE RESOURCES
CANADA CORP.**


Per: Rob Milnthorp
Title: Vice President

Accepted and agreed effective as of the date hereof.

ENRON CAPITAL & TRADE RESOURCES CORP.


Per: Julie Gomez
Title: Vice President

Originator	
Legal	
Credit	



**Enron Capital & Trade
Resources Corp.**

P. O. Box 1188
Houston, TX 77251-1188

August 17, 1998

VIA Telecopy (202) 586-4062
and VIA Regular Mail

John Glenn
U.S. Department of Energy
Office of Fuels Programs
1000 Independence Avenue S.W.
Washington, D.C. 20585

RE: Clarification on the "market area" for ECT's Application for Authorization to
Import Natural Gas from Canada (the "Application")

REC'D DOE/FE
1998 AUG 17 P 356

Dear John:

As to your inquiry last week regarding the market area for the above-referenced Application, the following is ECT's response:

The northeast market area as mentioned on the Application is correct. The delivery point between ECT Canada and ECTR (U.S.) is Emerson, Manitoba, which admittedly is in the midwest, but the gas is going to be transported by ECTR on Great Lakes through Minnesota, Wisconsin and then into Michigan and delivered to markets by ECTR at St. Clair, Michigan. ECTR holds pipeline all the way from Emerson, Manitoba (on Great Lakes) all the way to St. Clair, Michigan. ECT Canada told the NEB and the Canadian regulators that they were going to transport all of these volumes along Great Lakes to St. Clair, Michigan. St. Clair, Michigan is in the U.S. northeast (according to our Canadian legal support who described it as such on the Application to the NEB for export approval) and (for consistency) that is why the description of the market applies to the northeast in the DOE Application. The description of the transport routes is in the confirmation letters between ECT Canada and ECTR.

If for some reason, the market area would be better described as midwest for purposes of this Application, ECTR consents to that revision.

This information was provided to me by Rob Hemstock, ECT Canada's regulatory and legal analyst. If you have any questions or comments concerning the above, please contact me at (713) 853-5910 and perhaps we can link Rob up on a conference call. Thank you in advance for your attention to this matter.

Very truly yours,

Monica C. Jordan

Monica C. Jordan

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

ENRON CAPITAL & TRADE)
RESOURCES CORP.)
_____)

FE DOCKET NO. 98-40-NG

REC'D DOE/FE
1998 AUG 17 P 3:56

ORDER GRANTING LONG-TERM AUTHORIZATION
TO IMPORT NATURAL GAS FROM CANADA

DOE/FE ORDER NO. 1406

AUGUST 17, 1998

I. DESCRIPTION OF REQUEST

On June 11, 1998, Enron Capital & Trade Resources Corp. (ECT) filed an application with the Office of Fossil Energy of the Department of Energy (DOE), under section 3 of the Natural Gas Act (NGA)^{1/} and DOE Delegation Order Nos. 0204-111 and 0204-127, requesting authorization to import approximately 30,390 Mcf per day of natural gas, plus fuel gas, from Canada. ECT, a Delaware corporation with its principal place of business in Houston, Texas, is a wholly-owned subsidiary of Enron Corp. ECT plans to purchase the imported natural gas from Enron Capital & Trade Resources Canada Corp. (ECT Canada) for delivery at the United States and Canadian border near Noyes, Minnesota (Emerson, Manitoba), pursuant to the terms of an agreement (the "Enfolio Master Firm Purchase/Sale Agreement") dated June 1, 1994. The import arrangement proposed by this application is subject to the Master Agreement and four Confirmation Letters between ECT and ECT Canada dated March 27 and 29, 1996, and August 29, 1997.

The natural gas to be imported would be produced in the Province of Alberta and supplied by a pool of four producers comprised of Beau Canada (5,000 Mcf per day), Pinnacle Resources Ltd. (5,000 Mcf per day), Canadian Natural Resources (15,000 Mcf per day), and Crestar Energy Inc. (5,390 MMBtu per day). The requested authorization is for a ten-year term commencing November 1, 1998, through October 31, 2008, or for ten years after the commencement of deliveries if deliveries begin after November 1, 1998.

^{1/} 15 U.S.C. § 717b.

ECT intends to use the requested volumes to enhance its overall corporate supply portfolio for delivery to markets in the midwestern United States. The imported natural gas will be transported on NOVA Gas Transmission Ltd. to TransCanada PipeLines Limited for delivery to Great Lakes Gas Transmission Company (Great Lakes). The natural gas will be delivered by Great Lakes to a point near St. Clair, Michigan, for delivery to ECT's midwestern customers.

The Confirmation Letters dated March 27 and 29, 1996, and August 29, 1997, filed with this application state that the contract price for each delivery month, except for the fuel gas, shall be a price in U.S. dollars per MMBtu equal to the "St. Clair Index" minus transportation charges and other fees/expenses. Gas Daily publishes the "St. Clair Index" in its first issue of each month in the table entitled "Monthly Contract Index", in the column "Index" and the row for "Michigan Michcon, Large".

II. FINDING

The application filed by ECT has been evaluated to determine if the proposed import arrangement meets the public interest requirements of section 3 of the NGA, as amended by section 201 of the Energy Policy Act of 1992 (Pub. L. 102-486). Under section 3(c), the importation of natural gas from a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas is deemed to be consistent with the public interest and must be granted without modification or delay. The authorization sought by ECT to import natural gas from Canada, a nation with which a free trade agreement is in effect, meets the section 3(c) criterion and, therefore, is consistent with the public interest.

ORDER

Pursuant to section 3 of the Natural Gas Act, it is ordered that:

A. Enron Capital & Trade Resources Corp. (ECT) is authorized to import up to approximately 30,390 Mcf per day of natural gas, plus fuel gas, from Canada. The authorization is for a ten year term commencing November 1, 1998, through October 31, 2008, or for ten years after the commencement of deliveries if deliveries begin after November 1, 1998. This natural gas shall be imported in accordance with the "Enfolio Master Firm Purchase/Sale Agreement" between ECT and Enron Capital & Trade Resources Canada Corp., and related Confirmation Letters submitted as part of the application.

B. This natural gas may be imported from Canada near Noyes, Minnesota (Emerson, Manitoba), or at alternative border points with transportation facilities accessible by ECT.

C. Within two weeks after deliveries begin, ECT shall provide written notification to the Office of Natural Gas & Petroleum Import and Export Activities of the date that the first import of natural gas authorized in Ordering Paragraph A above occurred.

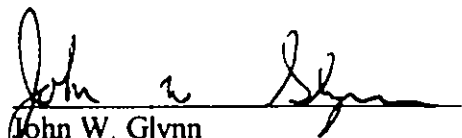
D. With respect to the natural gas imports authorized by this Order, ECT shall file, within 30 days following each calendar quarter, a quarterly report indicating by month the volumes and prices of natural gas imported pursuant to this Order. If no imports have been made, a report of "no activity" for that calendar quarter must be filed. If imports have occurred, ECT must report total monthly volumes in Mcf and the average purchase price of gas in U.S. dollars per MMBtu delivered at the international border, and paid to ECT Canada. Whenever imports have occurred at an entry point other than Noyes, Minnesota, ECT must identify the point of entry and report separately these volumes and prices. The monthly price information shall itemize separately the

monthly demand and commodity charges, and, if applicable, any gas deficiency default charges. In addition to the volume and pricing information, ECT shall provide a volumetric breakdown of the geographic markets (by State) served by this gas supply.

E. The first quarterly report required by Ordering Paragraph D of this Order is due not later than January 30, 1999, and should cover the period from November 1, 1998, until the end of the fourth calendar quarter, December 31, 1998.

F. The notification and report required by Ordering Paragraphs C and D of this Order shall be filed with the Office of Natural Gas & Petroleum Import and Export Activities, Fossil Energy, Room 3E-042, FE-34, Forrestal Building, 1000 Independence Avenue, S.W., Washington, D.C., 20585.

Issued in Washington, D.C. on August 17, 1998.


John W. Glynn
Manager, Natural Gas Regulations
Office of Natural Gas & Petroleum
Import and Export Activities
Office of Fossil Energy



**Enron Capital & Trade
Resources Corp.**

P.O. Box 4428
Houston, TX 77210-4428

November 31, 1998

U. S. Department of Energy
Office of Fuels Programs,
Fossil Energy
FE-34, Room 3F-042
1000 Independence Avenue, S. W.
Washington, D. C. 20585-0350

REC'D DOE/FE
1998 DEC -7 A 11: 15


**Re: Quarterly Report, ENRON CAPITAL &
TRADE RESOURCES CORP.
Order No. 1406, FE Docket No 98-40-NG**

Gentlemen:

Enron Capital & Trade Resources Corp. hereby reports that gas began to flow on or about November 1, 1998 under Order No. 1406, FE Docket No. 98-40-NG.

Please contact Juanita Marchand at (713) 853-6253 if you have any questions concerning this matter.

Respectfully submitted,

By 
Juanita Marchand
Regulatory Analyst

November 31, 1998

U. S. Department of Energy
Office of Fuels Programs,
Oil Energy
F-54, Room 3F-042
1000 Independence Avenue, S. W.
Washington, D. C. 20585-0350

REC'D DOE/FE
1998 DEC -3 A 7:41

**Re: Quarterly Report, ENRON CAPITAL &
TRADE RESOURCES CORP.
Order No. 1406, FE Docket No 98-40-NG**

Gentlemen:

Enron Capital & Trade Resources Corp. hereby reports that gas began to flow on or about November 1, 1998 under Order No. 1406, FE Docket No. 98-40-NG.

Please contact Juanita Marchand at (713) 853-6253 if you have any questions concerning this matter.

Respectfully submitted,

By JUANITA MARCHAND

Juanita Marchand
Regulatory Analyst



1000 DOE/FE
OCT 29 A 11:48

**Enron Capital & Trade
Resources Corp.**
P. O. Box 4428
Houston, TX 77210-4428

October 25, 1999

U. S. Department of Energy
Office of Fuels Programs,
Fossil Energy
Attn.: John Glenn
FE-53, Room 3H-087
1000 Independence Avenue, S. W.
Washington, D. C. 20585-0350

Gentlemen:

Enron Capital and Trade Resources and Enron Capital and Trade Canada Corp have changed their names effective September 1, 1999 to Enron North America Corp. and Enron Canada Corp. respectively.

Enclosed is a check covering the fee for the name change on the following docket numbers 97-76, 97-75, 98-12, 97-20, 95-109, 98-40, 99-19, and 93-30. The Certificate of Amendment for Enron North America and Enron Canada Corp are included documenting the name change.

Please call Juanita Marchand at (713) 853-6253 if you have any questions concerning this matter

Respectfully submitted,

ENRON NORTH AMERICA

By 
Juanita Marchand
Logistics Specialist

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ENRON CAPITAL & TRADE RESOURCES CORP.", CHANGING ITS NAME FROM "ENRON CAPITAL & TRADE RESOURCES CORP." TO "ENRON NORTH AMERICA CORP.", FILED IN THIS OFFICE ON THE FIRST DAY OF SEPTEMBER, A.D. 1999, AT 11:15 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2240966 8100

991366280

AUTHENTICATION:

9950716

DATE:

09-01-99

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Enron Capital & Trade Resources Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that in the judgment of the Board of Directors, it is deemed advisable to amend Article I of the Certificate of Incorporation of the Company so that it will be and read in its entirety as follows:

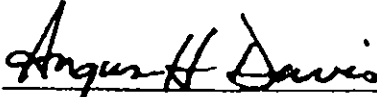
ARTICLE I.

The name of this corporation is **Enron North America Corp.**

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendments in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Enron Capital & Trade Resources Corp. has caused this certificate to be signed by Angus H. Davis, its Vice President and Secretary, and attested by Elaine V. Overturf, its Deputy Corporate Secretary, this 1st day of September, 1999.


Name: Angus H. Davis
Title: Vice President and Secretary

ATTEST:


Name: Elaine V. Overturf
Title: Deputy Corporate Secretary

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

REC'D DOE/FE
1998 NOV 26 A 11:03

ENRON NORTH AMERICA CORP.
(Formerly Enron Capital & Trade Resources Corp.)

FE DOCKET NO. 98-40-NG

ORDER AMENDING LONG-TERM AUTHORIZATION
TO IMPORT NATURAL GAS FROM CANADA

DOE/FE ORDER NO. 1406-A

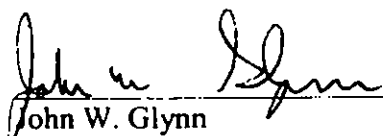
On August 17, 1998, the Department of Energy (DOE) granted long-term authorization to Enron Capital & Trade Resources Corp. in DOE/FE Order No. 1406 (Order 1406)^{1/2} to import up to approximately 30,390 Mcf per day of natural gas, plus fuel gas, from Canada. The authorization is for a ten year term commencing November 1, 1998, through October 31, 2008, or for 10 years after the commencement of deliveries if deliveries begin after November 1, 1998. Deliveries began November 1, 1998.

On October 29, 1999, the Office of Fossil Energy of DOE was notified that Enron Capital & Trade Resources Corp.'s name had been changed to Enron North America Corp.

^{1/2} FE ¶ 70,215.

Accordingly, pursuant to section 3 of the Natural Gas Act, Order 1406 is amended to substitute Enron North America Corp. as the importer of natural gas. All terms and conditions in Order 1406 remain in full force and effect.

Issued in Washington, D.C., on November 26, 1999.



John W. Glynn
Manager, Natural Gas Regulation
Office of Natural Gas & Petroleum
Import & Export Activities
Office of Fossil Energy