



**Confidential
Interoffice
Memorandum**

*Expires if not accepted by close of business
on the date this memo is given to recipient*

To:
From: John Lavorato and Louise Kitchen
Subject: Performance Bonus

Department:
Date: November 29, 2001

This memorandum describes a Performance Bonus to be provided to you under the Enron Corp. Bonus Plan for calendar year 2001 performance, subject to the terms and conditions of this memorandum. This memorandum replaces and supersedes the November 17, 2001 Performance Bonus Memorandum to you from John Lavorato and Louise Kitchen. You understand and agree that you will not receive any other cash performance bonus for calendar year 2001, whether described in a Company incentive plan, contract, letter, or otherwise, other than the Performance Bonus described in this memorandum.

I am pleased to inform you that you shall receive a cash Performance Bonus in the amount of \$75,000.00 as soon as practicable after you have accepted the terms of this Performance Bonus Memorandum by signing below. To accept the terms of this Performance Bonus memorandum, you must sign this memorandum by the close of business on the day you receive it, which is November 30, 2001; after that time, this memorandum expires and the offer to pay a Performance Bonus is revoked.

You agree to repay 125% of the Performance Bonus in the event you voluntarily terminate your employment with Company within ninety (90) days after receipt of the Performance Bonus, or if you disclose the terms of the Performance Bonus to any other person or entity, except your spouse, attorney, or financial advisor; such repayment shall be made within thirty (30) days after your last date of employment at Company. By accepting the payment of the Performance Bonus, you also authorize the Company to deduct from any wage or other amounts owed to you by the Company such amounts as may be necessary to satisfy your obligation to make repayment hereunder.

YOU UNDERSTAND AND AGREE THAT YOUR RECEIPT OF THIS CASH PERFORMANCE BONUS IS CONFIDENTIAL. ANY DISCLOSURE OF THE TERMS OR CONDITIONS OF THIS MEMORANDUM WILL RESULT IN CORRECTIVE ACTION, INCLUDING THE FORFEITURE OF THE PERFORMANCE BONUS PREVIOUSLY PAID; THE FORFEITED PERFORMANCE BONUS MUST BE REPAID WITHIN THIRTY (30) DAYS OF COMPANY'S REQUEST. Any bonus received is neither intended nor should be construed as being an addition to base salary or included in calculations of benefits or salary increases. This agreement does not provide you with any rights to continued employment of any specified duration.

The parties acknowledge their agreement and acceptance of the terms of this memorandum by signing below.

Enron North America Corp.

EC 002679700

By:

Name: [Signature]
Title: _____
This 30 day of Dec, 2001

This 30 day of Nov, 2001



**Confidential
Interoffice
Memorandum**

*Expires if not accepted by close of business
on the November 30, 2001*

To:

Department:

Subject: Performance Bonuses

Date: November 29, 2001

This memorandum describes Performance Bonuses to be provided to you under the Enron Corp. Bonus Plan for calendar year 2001 performance, subject to the terms and conditions of this memorandum. You understand and agree that you will not receive any other cash performance bonus for calendar year 2001, whether described in a Company incentive plan, contract, letter, or otherwise, other than the Performance Bonus described in this memorandum.

I am pleased to inform you that you shall receive a cash Performance Bonus in the amount of \$30,000, less applicable taxes, as soon as practicable after you have accepted the terms of this Performance Bonus memorandum by signing below. To accept the terms of this Performance Bonus memorandum, you must sign this memorandum by the close of business on November 30, 2001; after that time, this memorandum expires and the offer to pay a Performance Bonus is revoked.

You agree to repay 125% of the Performance Bonus in the event you voluntarily terminate your employment with Company within ninety (90) days after receipt of the Performance Bonus, or if you disclose the terms of the Performance Bonus to any other person or entity, except your spouse, attorney, or financial advisor; such repayment shall be made within thirty (30) days after your last date of employment at Company. By accepting the payment of the Performance Bonus, you also authorize the Company to deduct from any wages or other amounts owed to you by the Company such amounts as may be necessary to satisfy your obligation to make repayment hereunder.

YOU UNDERSTAND AND AGREE THAT YOUR RECEIPT OF THIS CASH PERFORMANCE BONUS IS CONFIDENTIAL. ANY DISCLOSURE OF THE TERMS OR CONDITIONS OF THIS MEMORANDUM WILL RESULT IN CORRECTIVE ACTION, INCLUDING THE FORFEITURE OF THE PERFORMANCE BONUS PREVIOUSLY PAID; THE FORFEITED PERFORMANCE BONUS MUST BE REPAID WITHIN THIRTY (30) DAYS OF COMPANY'S REQUEST. Any bonus received is neither intended nor should be construed as being an addition to base salary or included in calculations of benefits or salary increases. This agreement does not provide you with any rights to continued employment of any specified duration.

The parties acknowledge their agreement and acceptance of the terms of this memorandum by signing below.

Enron Corp.

By:

Name: Mary K. Joyce

Title: Vice President

This 30 day of November, 2001

This 30 day of November, 2001

EC 002679701