

## Exhibit C

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
	:	
ENRON CORP., <u>et al.</u> ,	:	Case No. 01-16034 (AJG)
	:	
	:	Jointly Administered
Debtor.	:	
	:	

**ORDER PURSUANT TO 11 U.S.C. § 363 AUTHORIZING THE  
DEBTORS TO ENTER INTO AN AGREEMENT TO EMPLOY  
STEPHEN FORBES COOPER, LLC AS AN INDEPENDENT  
CONTRACTOR TO PROVIDE MANAGEMENT SERVICES FOR  
THE DEBTORS *NUNC PRO TUNC* TO JANUARY 28, 2002**

Upon the motion, dated February 15, 2002 (the "Motion"), filed by Enron Corp. ("Enron") and its affiliated debtor entities, as debtors and debtors in possession (collectively, the "Debtors"), for an order, pursuant to section 363 of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the Debtors to employ Stephen Cooper, LLC ("SFCooper, LLC") to provide and perform management services for the Debtors; and by notice, dated March 8, 2002, the Debtors having amended and expanded the relief requested in the Motion to include services to be provided by Stephen Cooper ("Cooper"), all in accordance with that certain Agreement, dated as of January 28, 2002, by and among Enron, Cooper and SFCooper, LLC, a copy of which is annexed hereto as Exhibit "A"; and upon the affidavit of Stephen Cooper in support of the Motion, a copy of which is annexed as Exhibit "B" to the Motion, and the supplemental affidavit, dated March 25, 2002, of Steven G. Panagos in support of the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and due and proper notice of the Motion and the hearing to be held thereon having been served to all parties entitled thereto in accordance with the Federal

Rules of Bankruptcy Procedure, and no other or further notice need be given; and objections (collectively, the “Objections”) to the Motion having been interposed by the United States Securities and Exchange Commission and the Florida State Board of Administration; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and upon the Motion and all of the proceedings held before the Court; after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. To the extent not withdrawn or otherwise rendered moot by the filing of the Agreement, the Objections are overruled.
3. Enron is authorized to enter into the Agreement and to employ Cooper and SFCooper, LLC to provide management services to the Debtors on the terms and conditions set forth in the Agreement, nunc pro tunc to January 28, 2002.
4. SFCooper, LLC is authorized to appoint Stephen Cooper as the Acting Chief Executive Officer and Chief Restructuring Officer of Enron on the terms and conditions set forth in the Agreement, nunc pro tunc to January 28, 2002.
5. SFCooper, LLC is authorized to provide up to fifteen individuals, in addition to Stephen Cooper, to work as officers for the Debtors on the terms and conditions set forth in the Agreement, nunc pro tunc to January 28, 2002.
6. All compensation and reimbursement due to, and other rights of, SFCooper, LLC in accordance with the Agreement, including, without limitation, indemnification obligations, shall be treated in the Debtors’ chapter 11 cases as allowed

administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the terms and provisions of Section 4 of the Agreement; provided, however, that SFCooper, LLC or its affiliates shall be liable for, and responsible for the payment of, any taxes, withholding or otherwise, associated with the payment of compensation and reimbursement for individuals provided by SFCooper, LLC.

7. Notwithstanding anything contained in the Motion or the Agreement to the contrary, Cooper and SFCooper, LLC shall recuse themselves and not provide any services to the Debtors in connection with any potential litigation involving the Debtors on the one hand and any current and former clients and entities that are investors in the equity fund controlled by Cooper on the other hand.

8. Notwithstanding the provisions of Section 7(a)(iii) of the Agreement, such provision is not intended, nor shall it be construed, to provide any indemnification in addition to that contained in any order entered by the Court in these chapter 11 cases for indemnification for current officer and directors.

9. The Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction, performance and enforcement of the terms and conditions of the Agreement.

10. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement (i) shall be provided to the statutory committee of unsecured creditors appointed in the Debtors' chapter 11 cases prior to

execution and (ii) shall have no material adverse effect on the Debtors' estates or their creditors.

11. The requirement pursuant to Local Bankruptcy Rule for the Southern District of New York 9013-1(b) that the Debtors file a memorandum of law in support of the Motion is hereby waived.

Dated: New York, New York  
April 4, 2002

**s/Arthur J. Gonzalez**  
UNITED STATES BANKRUPTCY JUDGE