

EXHIBIT A TO SFCOOPER AGREEMENT

[Form of Agreement for Associate Directors of Restructuring]

DUTY OF LOYALTY AGREEMENT

This Agreement is made and entered into as of _____, 2002, by and between Enron Corp., an Oregon corporation (the "Company"), and _____ (the "Associate Director").

WITNESSETH:

WHEREAS, the Company has entered into an agreement (the "SFCooper Agreement") with Stephen Forbes Cooper, LLC ("SFCooper, LLC") pursuant to which SFCooper, LLC will provide the Company with the services of Stephen Cooper and an unspecified number of Associate Directors of Restructuring;

WHEREAS, the SFCooper Agreement requires SFCooper, LLC to require each of its Associate Directors of Restructuring who will provide services to the Company to enter into this agreement;

WHEREAS, the Associate Director is [an employee of] [a principal of] SFCooper, LLC and will provide services to the Company pursuant to the SFCooper Agreement;

WHEREAS, in the course of providing services to the Company, the Associate Director will have access to confidential and other non-public information of the Company and its Affiliates (as hereinafter defined);

WHEREAS, the Associate Director's provision of services to the Company will create a relationship of confidence and trust between the Associate Director and the Company with respect to the business of the Company and its Affiliates and to the business of any client or customer of the Company or its Affiliates;

NOW THEREFORE, in consideration of the mutual terms, covenants, agreements and conditions hereinafter set forth, the Company and the Associate Director hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" shall mean any person, corporation or other entity directly or indirectly under the common control of the Company. For the purposes of this definition, "control" when used with respect to any person, corporation or other entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms "controlling" and "controlled" have meanings correlative to the foregoing.

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(b) "Competitor" shall mean a person or entity (including, without limitation, the Associate Director) that in any way:

[insert definition of competitor]

The terms "competition," "competitive" and "compete" have meanings correlative to the foregoing.

(c) "Confidential Information" shall mean all nonpublic and/or proprietary information respecting the business of the Company or any Affiliate, including, without limitation, its products, programs, projects, promotions, marketing plans and strategies, business plans or practices, business operations, employees, research and development, intellectual property, software, databases, trademarks, pricing information and accounting and financing data, and methods of design, distribution, marketing, service or procurement, regardless of whether such information has been reduced to documentary form. Confidential Information also includes information concerning the Company's or any Affiliate's clients, customers and suppliers, such as their identity, address and other information kept by the Company or any Affiliate. Confidential Information does not include information that is, or becomes, available to the public unless such availability occurs through an unauthorized act on the part of the Associate Director or SFCooper, LLC.

(d) "Inventions" shall mean all inventions, products, discoveries, improvements, processes, marketing and services methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know-how, strategies and data, whether or not patentable or registrable under copyright or similar statutes, made, developed or created by the Associate Director, whether at the request or suggestion of the Company, any of its Affiliates, or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise, during the period of his service with the Company, which may pertain to the business, products, or processes of the Company or any of its Affiliates, and all papers, drawings, models, data, documents and other material pertaining to or in any way relating to any of the Inventions.

(e) "Restricted Period" shall mean the period during which the Associate Director is providing services to the Company and the **twelve (12) month period** after the Associate Director's service with the Company ceases, regardless of the reason for the cessation.

2. Consideration. In consideration for the Associate Director's agreement to abide by the restrictions contained herein, the Associate Director is receiving compensation from SFCooper, LLC, which is in turn receiving fees from the Company.

3. Confidential Information and Inventions. The Associate Director hereby covenants, agrees and acknowledges as follows:

(a) The Associate Director possesses and will continue to possess Confidential Information that has been created, discovered or developed by, or otherwise is maintained by the Company and its Affiliates (including, without limitation, information created, discovered or developed by, or made known to, the Associate Director during the course of or arising out of his provision of services to the Company) or in which property rights have been or may be assigned or otherwise conveyed to the Company and/or any Affiliate, which information has commercial value in the business in which the Company and/or any Affiliate is engaged and is treated by the Company and its Affiliates as confidential.

(b) The Associate Director will keep confidential all Confidential Information and will not without the prior written consent of the Board of Directors of the Company

- (i) use for his benefit or disclose at any time during his service with the Company, or thereafter, except to the extent required by the performance by him of service with the Company, any Confidential Information obtained or developed by him while he is providing services to the Company, or
- (ii) take any Confidential Information with him upon the cessation of his service to the Company.
- (iii) notwithstanding the foregoing, the Associate Director may disclose confidential information pursuant to court order or other legal process.

(c) The Associate Director will keep confidential all Inventions and will hold for the Company's sole benefit any Invention, which is to be the exclusive property of the Company or any of its Affiliates under this Section 3, regardless of whether any patent, copyright, trademark or other right or protection is issued. Any and all inventions will be promptly and fully disclosed by the Associate Director to an appropriate senior executive officer of the Company (other than the Associate Director), and is hereby assigned to the Company, without any additional compensation therefor.

(d) The Associate Director agrees that upon the cessation of his service with the Company for any reason, or at such earlier time as the Company may request, the Associate Director shall forthwith return to the Company all documents and other property in his possession belonging to the Company or any of its Affiliates.

(e) The foregoing provisions of this Section 3 shall be binding upon the Associate Director's heirs, successors and legal representatives.

(f) The restriction of this Section 3 shall expire two (2) years after the Associate Director ceases providing services for the Company.

4. Non-Competition. During the Restricted Period, the Associate Director will not directly or indirectly, as a director, officer, employee, manager, consultant, independent contractor, advisor or otherwise:

(a) make any statements or perform any acts intended to advance, reasonably likely to advance or having the effect of advancing, an interest of any existing or prospective Competitor of the Company or any of its Affiliates in any way that will or may injure an interest of the Company or any of its Affiliates in its relationship and dealings with existing or potential customers or clients;

(b) discuss with any existing or potential customers or clients of the Company or any of its Affiliates the present or future availability of any services or products of any business that are competitive with services or products which the Company or any of its Affiliates provides;

(c) make any statements or do any acts intended to cause, reasonably likely to cause or having the effect of causing, any existing or potential customers or clients of the Company or any of its Affiliates to make use of the services or purchase the products of any business in which the Associate Director has or expects to acquire any interest, is or expects to become an employee, officer or director, or has received or expects to receive any remuneration, if such services or products in any way compete with the services or products sold or provided or expected to be sold or provided by the Company or any of its Affiliates to any existing or potential customer or client; the Associate Director shall be deemed to expect to acquire an interest in a business or to be made an officer or director of such business if such possibility has been discussed with any officer, director, employee, agent, or promoter of such business;

(d) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company or any of its Affiliates in any geographical area in which any business was or is carried on by the Company or any of its Affiliates (i) as of the date hereof or (ii) during the Restricted Period; provided, however, that the provisions of this Section 4(d) shall not be deemed to prohibit the Associate Director's ownership of not more than one percent (1%) of the total shares of all classes of stock outstanding of any publicly held company; or

(e) hire, engage, send any work to, place orders with, or in any manner be associated with any supplier, contractor, subcontractor or other person or firm which rendered other services or sold any products to the Company or any of its Affiliates if such action by the Associate Director would have an adverse effect on the business, assets or financial condition of the Company or any of its Affiliates.

(f) notwithstanding the foregoing, the Associate Director and his affiliates, shall be permitted to engage in the business they are conducting as of the date of this agreement.

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5. Non-Solicitation. During the Restricted Period, the Associate Director will not, without the consent of the Company, directly or indirectly, as a director, officer, employee, manager, consultant, independent contractor, advisor or otherwise:

(a) employ, solicit for employment, or advise or recommend to any other person that they employ or solicit for employment, any employee of the Company or any of its Affiliates or retain or attempt to retain the services of any individuals who are independent contractors for the Company or any Affiliate; or

(b) solicit or encourage any employee of the Company or any of its Affiliates to leave the employ of the Company or the Affiliate, to do any act that is disloyal to the Company or any of its Affiliates, is inconsistent with the interests of the Company or any of its Affiliates or violates of any provision of this Agreement or any agreement such employee has with the Company or any Affiliate, or to do any of the foregoing with respect to any individuals who are independent contractors for the Company or any Affiliate.

6. Reasonableness of Restrictions. The Associate Director represents that his experience, capabilities and circumstances are such that the provisions of this Agreement will not prevent him from earning a livelihood. The Associate Director further agrees that the limitations set forth in this Agreement are reasonable in duration, geographic area and scope and are properly required for the adequate protection of the businesses of the Company and its Affiliates. It is understood and agreed that the covenants made by the Associate Director in this Agreement shall survive the termination of his employment with the Company.

7. Injunctive Relief. The Associate Director acknowledges and agrees that any remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and, therefore, agrees that the Company and its Affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its Affiliates from pursuing any other rights and remedies available for any such breach or threatened breach.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person, sent by first class certified or registered mail, postage prepaid or sent by overnight courier, if to the Company, at the Company's principal place of business, and if to the Associate Director, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

9. Miscellaneous.

(a) Severability. The Associate Director agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of this Agreement is void or constitutes an unreasonable restriction against the Associate Director, such provision shall not be rendered void but shall apply to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegible or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question, and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

(b) Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

(c) Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

(d) Relevant Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York without regard to the conflicts of law principles thereof.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

10. ACKNOWLEDGEMENT. The Associate Director represents and acknowledges the following:

- (a) He has carefully read this Agreement in its entirety;
- (b) He understands the terms and conditions contained herein;
- (c) He has had the opportunity to review this Agreement with legal counsel of his own choosing and has not relied on any statements made by the Company or its legal counsel as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement; and

(d) He is entering into this Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, the Company and the Associate Director have duly executed and delivered this Agreement as of the day and year first above written.

ENRON CORP.

By: _____

Name:

Title:

Name: [Associate Director]

Title: Associate Director of Restructuring

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SCHEDULE 1 TO SFCCOOPER, LLC AGREEMENT
Initial Enron * Team – February 2002

Employee	Position	Age/Yrs Experience	Current Billing Rate (\$/Hr) **	Hours/Week	Role
Steve Cooper	Partner	55/30+	\$650	40+	Overall management of the reorganization process
Mike France	Partner	53/30+	\$595	20±	Business planning for reorganized platform and special projects
Leonard LoBiondo	Partner	43/20+	\$595	20±	Capital structure planning for reorganized platform and SPV's
Steve Panagos	Partner	40/18	\$595	20±	Special Projects
Scott Winn	Partner	45/20	\$575	50+	Day to day management of various chapter 11 issues
Robert Bingham	Director	53/25	\$400	50+	Liquidity management/reporting/supervision
Robert Semple	Director	56/30	\$400	50+	Business planning/asset disposition/special projects
Roger Siefert	Director	48/20	\$475	20±	Litigation coordination
Bret Fernandes	Manager	33/10	\$350	50+	Liquidity management/reporting/special projects
John Madden	Manager	29/7	\$375	50+	Business planning for reorganized platform and special projects
Mark Cervi	Associate	27/6	\$275	50+	Day to day support
James Dever	Associate	27/5	\$275	50+	Day to day support
Gordon Wilkins	Associate	32/9	\$275	50+	Day to day support

* Teams will be expanded or contracted, as appropriate, given the reorganization process requirements.

** Billing rates effective January 1, 2002. It is our normal business practice to revise billing rates semi-annually. The next billing rate revision will be July 1, 2002.