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CONSENT AND AGREEMENT

(AMENDED AND RESTATED FUEL SUPPLY AGREEMENT (PQPLLC))

among

PUERTO QUETZAL POWER L.L.C.,
acting through its GUATEMALA BRANCH

ENRON POWER OIL SUPPLY CORP.

and

●,
as Collateral Trustee

Dated as of ●, 2000

THIS CONSENT AND AGREEMENT (this “**Consent and Agreement**”) dated as of ●, 2000 by and among ENRON POWER OIL SUPPLY CORP. corporation organized and existing under the laws of the Delaware (the “**Project Party**”), PUERTO QUETZAL POWER L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, and registered in Guatemala as a foreign corporation under Chapter IX, Book I, Title I of the Code of Commerce of the Republic of Guatemala, with inscription number ●, folio ●, Book ● of Foreign Corporations at the Mercantile Registry (the “**Company**”), and ●, [a national banking association organized under the laws of the United States of America] whose principal offices are located at ●, acting as Collateral Trustee, not in its individual capacity but solely as trustee for the Secured Parties referred to herein (together with its successors in such capacity, the “**Collateral Trustee**”).

W I T N E S S E T H:

WHEREAS, the Company was organized for the purpose of acquiring, designing, constructing, owning, operating and maintaining certain barge mounted fuel oil-fired diesel power stations and associated facilities located or to be located in Puerto Quetzal, Republic of Guatemala (the “**Project**”);

WHEREAS, in connection with the Project, the Company has entered into a certain Amended and Restated Fuel Supply Agreement (PQPLLC) dated as of January 1, 2000, [as assigned by PQPC to the Company pursuant to ●,] as the same may be from time to time amended, modified, and/or supplemented, herein referred to, whether one or more, as the “**Assigned Agreement**”;

WHEREAS, in connection with the financing of the Project, the Company, the Secured Parties (as hereinafter defined), the Collateral Trustee, and ●, as Account Bank and Securities Intermediary, have, as of ●, 2000, entered into a certain Collateral Trust and Security Agreement (the “**Collateral Trust Agreement**”), and the Company and the other parties thereto have entered into the documents (the “**Guatemalan Security Documents**”) described on Exhibit A hereto, which Exhibit A is incorporated by reference herein (the Collateral Trust Agreement and the Guatemalan Security Documents, as the same may be from time to time amended, modified and/or supplemented, herein referred to collectively as the “**Security Agreements**”);

WHEREAS, the Company and the other parties to the Security Agreements have entered into the Security Agreements in order to secure certain obligations of the Company identified in the Security Agreements (collectively, the “**Obligations**”);

WHEREAS, in order to secure the Obligations, the Company has granted a security interest in all of the Company's right, title and interest in, to and under the Assigned Agreement to (i) the Overseas Private Investment Corporation ("OPIC"), whose principal place of business is located at 1100 New York Avenue, N.W., Washington D.C. 20527, United States of America; the United States Maritime Administration ("MARAD"), whose principal place of business is located at ●; and the other secured parties now or hereafter referred to in the Security Agreements (collectively, including the Collateral Trustee, the "Secured Parties"), and/or (ii) the Collateral Trustee, for the benefit of the Secured Parties; and

WHEREAS, it is a condition precedent to the making of certain loans and the extensions of credit by the Secured Parties to the Company that the Project Party shall have executed and delivered this Consent and Agreement.

NOW THEREFORE, in consideration of the foregoing, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. *Interpretation.* In this Consent and Agreement, unless the context expressly indicates otherwise, terms defined in the singular shall have the same meanings when used in the plural and vice versa; references to any law (whether statutory, administrative or otherwise) shall include all provisions amending, replacing, succeeding or supplementing such law; references to agreements or other contractual instruments shall include all amendments, modifications and supplements thereto to the extent permitted by this Consent and Agreement and the Security Agreements; and references to persons or entities shall include such person's or entity's successors and assigns to the extent permitted by this Consent and Agreement and the Security Agreements. In the event that any conflict shall exist between the terms of this Consent and Agreement and the terms of any Assigned Agreement, the terms of this Consent and Agreement shall prevail.

SECTION 2. *Undertakings Relating to the Financing.* The Project Party hereby acknowledges and agrees for the benefit of the Secured Parties that:

(a) The Collateral Trustee, OPIC, MARAD or any other Secured Party shall be entitled, but shall not be obligated, to exercise any and all rights of the Company under the Assigned Agreement in accordance with its terms and the Project Party shall comply in all respects with such exercise. Without limiting the generality of the foregoing, the Collateral Trustee, OPIC, MARAD or any other Secured Party shall have the full right and power to enforce directly against the Project Party all obligations of the Project Party under the Assigned Agreement and otherwise to exercise all remedies thereunder and to make all demands and

give all notices and make all requests required or permitted to be made by the Company under the Assigned Agreement. The Project Party agrees to recognize the Collateral Trustee or any other person or entity acting pursuant to any power of attorney given by the Company in or pursuant to the Security Documents as the true and lawful attorney-in-fact of the Company empowered to perform and exercise all things, acts and rights on behalf of or for the account of the Company in accordance with the terms of the Assigned Agreement. The Company acknowledges and agrees that the Project Party is authorized to act or refrain from acting pursuant to the instructions of the Collateral Trustee in accordance with this Consent and Agreement, and the Project Party shall bear no liability to the Company in connection therewith. In exercising its rights and powers under this Section 1(a), each Secured Party shall act in accordance with the Security Agreements and applicable law, and the Project Party shall be entitled to assume, without investigation or liability to the Company, that each Secured Party is so acting.

(b) The Project Party shall not, without the prior written consent of the Collateral Trustee, take any action to:

(i) or consent to or accept any cancellation, termination or suspension of the Assigned Agreement by the Company; or

(ii) exercise any of its rights set forth in the Assigned Agreement to cancel or terminate, or suspend performance under, the Assigned Agreement, unless the Project Party shall have delivered to the Collateral Trustee at least 120 calendar days' prior written notice of its intent to exercise such right, specifying the nature of the default or other circumstances giving rise to such right; or

(iii) sell, assign, delegate or otherwise dispose of (by operation of law or otherwise) any part of its interest in the Assigned Agreement.

In furtherance of the foregoing clause (ii), the Project Party agrees that, notwithstanding anything contained in the Assigned Agreement to the contrary, if physical possession of the Project or any portion thereof is necessary to cure any default (other than a payment default) referred to in such clause (ii) and the Collateral Trustee, OPIC, MARAD or any of the other Secured Parties or their designee(s) or assignee(s) commences proceedings or other actions necessary to obtain or secure such possession of the Project within the applicable 120-day period for the Secured Parties, then the Project Party will not take any action to terminate or suspend the Assigned Agreement on account of such default so long as the Collateral Trustee, OPIC, MARAD or such other Secured Party or their designee(s) or assignee(s) diligently pursues such proceedings or other actions

necessary to obtain or secure such possession of the Project and all payment defaults of the Company under the Assigned Agreement have been cured.

The Collateral Trustee and the Secured Parties determination that a default under the Assigned Agreements is of such a nature that it cannot practicably be cured without first taking possession of or obtaining entry to the Facility shall, if reasonably made in good faith, be binding on the Project Party, the Collateral Trustee and the Secured Parties (and their agents, assignees or designees).

The Collateral Trustee shall provide notice to the Project Party promptly after the commencement of any such proceeding or the taking of any such other action, *provided* that the failure of the Collateral Trustee to provide such notice shall not affect the effectiveness of any such proceeding or action.

If the Secured Parties are prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Company, from commencing or prosecuting foreclosure or other appropriate proceedings or actions, the 120-day period specified in this subparagraph for commencing or prosecuting such foreclosure or other proceedings or actions shall be extended for the period of such prohibition.

No curing of or attempt to cure any of the Company's defaults under the Assigned Agreement shall be construed as an assumption by the Collateral Trustee, OPIC, MARAD or any other Secured Party of any covenants, agreements or obligations of the Company under the Assigned Agreement.

(c) With respect to the Assigned Agreement, the Project Party shall deliver to the Collateral Trustee at the address set forth on the signature pages hereof, or at such other address as the Collateral Trustee may designate in writing from time to time to the Project Party, concurrently with the delivery thereof to the Company, a copy of each notice from the Project Party to the Company of default, termination, arbitration, force majeure or notification of any indemnity payment to be made by the Company.

(d) Neither the Collateral Trustee nor the Secured Parties shall be required to continue to proceed to obtain possession or entry, or to continue in possession of the Facility, pursuant to the foregoing Section 2(b) if and when such default shall be cured. If the Collateral Trustee, any Secured Party or any nominee, or a purchaser at the foreclosure sale, shall acquire title to the Facility and shall cure all defaults which are susceptible of being cured by the Collateral Trustee, a Secured Party or such purchaser, as the case may be, then any default of the Company which is not susceptible of being cured by the Collateral Trustee, a

Secured Party or such purchaser, as the case may be, shall no longer be deemed to be a default under any Assigned Agreement; *provided, however*, that nothing in this Section 2(d) shall be deemed to be a waiver by the Project Party of any rights or remedies it may have against the Company for any such defaults which are not susceptible of cure, subject, however, to the limitations on the exercise of such remedies provided in this Consent and Agreement.

(e) The Secured Parties may assign their rights and interests and the rights and interests of the Company under the Assigned Agreement to any purchaser or transferee of the Facility, upon notice to the Project Party, if such purchaser or transferee is reputable and solvent, will not be rendered insolvent by such assumption, and assumes the obligations of the Company under the Assigned Agreement. The Project Party hereby acknowledges, consents to and shall be bound by any such assignment and assumption which does not by its terms modify the provisions of the Assigned Agreement. Upon such assignment and assumption, the Secured Parties shall be relieved of all obligations arising under the Assigned Agreement after such assignment and assumption. If the purchaser or transferee of the Company's interest under the Assigned Agreement shall execute and deliver to the Secured Parties a mortgage and/or a security agreement with respect to such purchaser or transferee's interests in the Facility and the Assigned Agreement, this Consent and Agreement shall remain in full force and effect, and such new mortgage and or security agreement (if their substantive terms are the same as those comprising the Security Agreements) shall be deemed to be the Security Agreements hereunder. Foreclosure of any Security Agreement, or any sale thereunder by the Collateral Trustee or any Secured Party, whether by judicial proceeding or any power of sale, or any conveyance from the Company in lieu thereof, shall not require the consent of the Project Party or constitute a breach of any Assigned Agreement. Upon receipt of notice of such foreclosure, sale or conveyance, the Project Party shall recognize the Secured Parties or their transferee, as the case may be, as the party to the relevant Assigned Agreement, subject, however, to the assumption by such party of the obligations of the Company under the Assigned Agreement and to compliance with the provisions of this Section 2(e).

(f) In the event that (i) the Assigned Agreement is rejected by a trustee, liquidator, debtor-in-possession or similar person or entity in any bankruptcy, insolvency or similar proceeding involving the Company or (ii) the Assigned Agreement is terminated as a result of any bankruptcy, insolvency or similar proceeding involving the Company and, if within 120 calendar days after such rejection or termination, the Collateral Trustee or its designee(s) or assignee(s) shall so request and shall certify in writing to the Project Party that it intends to perform the obligations of the Company as and to the extent required under the Assigned Agreement (as if it had not been rejected or terminated, but otherwise

only to the extent such obligations would be undertaken had such person or entity succeeded to the Company thereunder pursuant to Section 2(d) or 2(e) hereof), the Project Party will execute and deliver to the Collateral Trustee or such designee(s) or assignee(s) described in Section 2(e) above a new Assigned Agreement which shall be for the balance of the remaining term under the original Assigned Agreement before giving effect to such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by the Company and the Project Party prior to such rejection or termination or which are not required to be undertaken by such person or entity as aforesaid), *provided* that as a condition to execution of a new Assigned Agreement, the Collateral Trustee or such designee(s) or assignee(s) shall have cured all payment defaults existing under the Assigned Agreement. References in this Consent and Agreement to the “Assigned Agreement” shall be deemed also to refer to the new Assigned Agreement in replacement thereof. The provisions of this Section 2(f) shall, except as expressly noted, be applicable notwithstanding any provisions of the Assigned Agreement to the contrary.

(g) In the event that the Collateral Trustee or its designee(s), or any purchaser, transferee, grantee or assignee of the interests of the Collateral Trustee or its designee(s) in the Project, assume or are liable under the Assigned Agreement (as contemplated in Section 2(d), (e) or (f) above or otherwise), liability in respect of any and all obligations of any such person or entity under the Assigned Agreement shall be limited solely to such person’s or entity’s interest in the Project (and no officer, director, employee, shareholder, affiliate or agent thereof shall have any liability with respect thereto).

(h) All references in this Consent and Agreement to the “Collateral Trustee” shall be deemed to refer to the Collateral Trustee and/or any designee or assignee thereof acting on behalf of and for the benefit of the Secured Parties (regardless of whether so expressly provided), and all actions permitted to be taken by the Collateral Trustee under this Consent and Agreement may be taken by any such designee or assignee or directly by the other Secured Parties.

(i) The Project Party acknowledges that, notwithstanding any security interest, mortgage, pledge, collateral assignment or assignment in guaranty or any power of attorney executed in favor of the Secured Parties and/or the Collateral Trustee, the obligations of the Company under the Assigned Agreement shall remain with the Company and that no Secured Party shall have any obligations thereunder to the Project Party. In connection with any cure pursuant to this Section 2 of the Company’s default(s) under the Assigned Agreement or any assumption pursuant to Sections 2(d), (e) or (f) by any person or entity of the Company’s liabilities thereunder, only those obligations and liabilities arising

expressly under the Assigned Agreement shall be required to be cured or assumed, as the case may be.

(j) The Project Party shall duly and timely perform all of its obligations and responsibilities under the Assigned Agreement.

(k) The Project Party shall not, directly or indirectly, (i) enter into or permit to exist any transaction or agreement (including any agreement for incurrence or assumption of Indebtedness, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself or any other Person, other than the Assigned Agreement, the Glencore Contract and the Financing Documents to which it is a party (the “**EPOS Documents**”), (ii) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the performance of the EPOS Documents in accordance with the terms thereof and performance of ministerial activities and payment of taxes and administrative fees necessary to renew and keep in full force and effect its existence or (iii) consolidate, or merge, with any other Person.

(l) The Project Party shall notify the Company of all disputes between Glencore and the Project Party under the Glencore Contract.

(m) The Project Party will not, without the prior written consent of the Company:

(i) resolve any dispute with Glencore under the Glencore Contract or appoint any arbitrator in connection with any arbitration under the Glencore Contract;

(ii) terminate the Glencore Contract pursuant to Section 16.1 thereof or consent to any amendment, waiver or assignment of the Glencore Contract;

(iii) accept any letter of credit provided by Glencore pursuant to Section 17.1(d) for Glencore Contract; or

(iv) assert any position or take any action that could adversely affect the Company.

(n) The Project Party agrees that the Company may make payment for fuel directly to Glencore and to the extent so paid the obligation of the Company to make payment to the Project Party shall be satisfied in full.

SECTION 3. *Security Documents; Insurance.* The Project Party hereby acknowledges and agrees that it has been informed of and consents to the terms and provisions of the Security Documents. Application of insurance or condemnation proceeds, proceeds from letters of credits, surety bonds or similar obligations relating to the Facility or from damage claims arising from any contract relating to the Facility, and decisions to sue, compromise, settle or release claims arising from or related to any of the foregoing shall be made by the Collateral Trustee pursuant to the terms of the Security Agreements. Notwithstanding the express provisions of any letter of credit, surety bond, insurance policy or other similar obligation wherein or whereby the Project Party may be named as beneficiary, co-obligee or additional insured, the Project Party shall have no interest or other right in respect of any of the foregoing matters until all Obligations shall be paid in full. The Project Party shall execute all such releases, waivers and other instruments as the Collateral Trustee may reasonably request to further evidence or implement the intent or carry out the purposes of this Section 3.

SECTION 4. *Arrangements Regarding Payments.* The Company hereby notifies the Project Party that all payments to be made by the Project Party to the Company under the Assigned Agreement from and after the date hereof shall be made without set-off, deduction or counterclaim in the lawful currency specified in the Assigned Agreement, directly to the Collateral Trustee or the Local Trustee (as such term is defined in Exhibit B hereto, which Exhibit B is incorporated by reference herein), as the case may be, for deposit into the account or accounts identified on Exhibit B hereto or at such other accounts and/or person or entity and/or at such other address as the Collateral Trustee or the Local Trustee may from time to time (but no later than 10 business days prior to any payment date) specify in writing to the Project Party. All payments by the Project Party shall be accompanied by a notice from the Project Party stating that such payments are made under the Assigned Agreement and identifying the relevant provision thereof under which such payment was made. The Project Party shall not, without the prior written consent of the Collateral Trustee, make any payments to or for the benefit of the Company other than as contemplated pursuant to the first sentence of this Section 4. The Project Party will not seek to recover from any Secured Party for any reason any such payment once made.

SECTION 5. *Representations and Warranties.* The Project Party hereby represents and warrants to the Collateral Trustee and each of the other Secured Parties that:

(a) The Project Party is duly organized under the laws of the jurisdiction of its formation and is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property

it owns and intends to conduct and own and in light of the transactions contemplated by the Assigned Agreement and this Consent and Agreement.

(b) The Project Party has the full power, authority and legal right to execute, deliver and perform its obligations hereunder and under the Assigned Agreement. The execution, delivery and performance by the Project Party of this Consent and Agreement and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate, shareholder and governmental action. This Consent and Agreement and the Assigned Agreement have been duly executed and delivered by the Project Party and constitute the legal, valid and binding obligations of the Project Party enforceable against the Project Party in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law. The Project Party has not assigned, transferred or hypothecated the Assigned Agreement or this Consent and Agreement or any interest herein or therein.

(c) The execution, delivery and performance by the Project Party of this Consent and Agreement and the Assigned Agreement do not and will not (i) require any consent or approval of the board of directors (or similar body) of the Project Party or any shareholder of the Project Party or of any other person or entity which has not been obtained and each such consent or approval that has been obtained is in full force and effect, (ii) result in, or require the creation or imposition of any lien, security interest, charge or encumbrance upon or with respect to any of the assets or properties now owned or hereafter acquired by the Project Party; (iii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to the Project Party or any provision of the certificate of incorporation or by-laws or other constituting documents of the Project Party or (iv) conflict with, result in a breach of or constitute a default under any provision of the certificate of incorporation, by-laws or other constituting documents or any resolution of the board of directors (or similar body) of the Project Party or any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Project Party is a party or by which the Project Party or its properties and assets are bound or affected. The Project Party is not in violation of any such law, rule, regulation, order, writ, judgment, decree, determination or award referred to in clause (iii) above or its certificate of incorporation or by-laws or other constituting documents or in breach of or default under any provision of its certificate of incorporation or by-laws or other constituting documents or any material agreement, lease or instrument referred to in clause (iv) above.

(d) Each governmental approval required for the execution, delivery or performance of this Consent and Agreement and the Assigned Agreement by the Project Party has been validly issued and duly obtained, taken or made, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms hereof or thereof, as the case may be, is in full force and effect and is not subject to appeal.

(e) Attached as Exhibit C to this Consent and Agreement is a true, correct and complete copy of the Assigned Agreement. As of the date of this Consent and Agreement, the Assigned Agreement is in full force and effect and has not been amended, supplemented or modified.

(f) There is no action, suit or proceeding at law or in equity by or before any government authority, arbitral tribunal or other body now pending or, to the best knowledge of the Project Party, threatened against the Project Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Consent and Agreement or the Assigned Agreement or (ii) questions the validity, binding effect or enforceability of this Consent and Agreement or the Assigned Agreement or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(g) Neither the Project Party nor, to the best knowledge of the Project Party, the Company, is in default of any of its obligations under the Assigned Agreement. The Project Party and, to the best knowledge of the Project Party, the Company, have complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Project Party, or to the best knowledge of the Project Party, the Company, to terminate or suspend its obligations under the Assigned Agreement.

(h) The Project Party is subject to civil and commercial law with respect to its obligations hereunder and under the Assigned Agreement, and the execution, delivery and performance of this Consent and Agreement and the Assigned Agreement by it constitute private and commercial acts rather than public or government acts. Neither it nor any of its property has any immunity from jurisdiction of any court or from set-off or any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise).

(i) The Project Party is a wholly-owned subsidiary of Enron that has conducted no business other than to perform its obligations and exercise its rights under the EPOS Documents, and except for such obligations and rights, has no liabilities or assets of other any kind.

SECTION 6. *Representations and Warranties in the Assigned Agreement.* Each of the representations and warranties made by the Project Party in the Assigned Agreement are (a) incorporated herein by reference as fully and to the same extent as if set forth herein in their entirety, (b) true and correct as of the date of this Consent and Agreement with the same force and effect as if made on and as of such date (or, if stated to have been made solely as of an earlier date, were true and correct as of such earlier date) and (c) made for the express benefit of the Secured Parties.

SECTION 7. *Miscellaneous.* (a) The Secured Parties have appointed ● as their Collateral Trustee for purposes of, *inter alia*, this Consent and Agreement, and the Project Party hereby acknowledges the right of the Collateral Trustee (including any successor in such capacity as notified to the Project Party in writing by the Collateral Trustee that is being succeeded) or its designee(s) or assignee(s) from time to time to exercise all rights, powers, privileges and remedies pursuant to this Consent and Agreement on behalf of the Secured Parties.

(b) No failure or delay on the part of the Project Party, the Company, the Collateral Trustee, OPIC, MARAD or any other Secured Party or any agent or designee of any of the foregoing to exercise, and no course of dealing with respect to any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) The remedies of the Collateral Trustee, OPIC, MARAD and each of the other Secured Parties and each of their respective designee(s) and/or assignee(s) provided herein are cumulative and not exclusive of any remedies provided by law.

(d) All notices, requests and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under, this Consent and Agreement) shall be given or made in writing (including, without limitation, by fax) delivered to the intended recipient as the "Address for Notices" specified below its name on the signature pages hereof or, as to any party hereto, at such other address as shall be designated by such party in a notice to each other party hereto. Except as otherwise provided in this Consent and

Agreement, all such communications shall be deemed to have been duly given when transmitted by facsimile (which shall be followed by a delivery in person or by courier of the original thereof) or delivered in person or, in the case of delivery by courier, upon receipt, in each case given or addressed as aforesaid.

(e) This Consent and Agreement may be amended, waived or modified only by an instrument in writing signed by the Project Party, the Collateral Trustee and the Company. Any waiver shall be effective only for the specified purpose for which it is given. Until all payment obligations of the Company under the Obligations are indefeasibly paid in full in U.S. Dollars, no amendment, supplement, modification or waiver of the Assigned Agreement shall be effective without the prior written consent of the Collateral Trustee.

(f) This Consent and Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Consent and Agreement by signing any such counterpart. This Consent and Agreement shall become effective at such time as the Collateral Trustee shall have received counterparts hereof signed by all of the intended parties hereto.

(g) If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction, (ii) the invalidity or unenforceability of such provision hereof in such jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction and (iii) to the extent practicable, any invalid or unenforceable provision shall be replaced by a valid and enforceable provision having the same economic effect on the parties as was intended by the invalid or unenforceable provision.

(h) Headings appearing herein are used solely for convenience and are not intended to affect the interpretation of any provision of this Consent and Agreement.

(i) The agreements of the parties hereto are solely for the benefit of the Project Party, the Company, the Collateral Trustee and the other Secured Parties, and shall be binding upon and inure to the benefit of the respective successors and assigns of each of the foregoing parties. No person or entity (other than the foregoing parties, including their respective successors and assigns) shall have any rights hereunder.

(j) THIS CONSENT AND AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(k) Any dispute arising out of or concerning this Consent and Agreement or the performance or breach hereof shall be settled exclusively and finally by arbitration. The arbitration shall be conducted and settled by 3 arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”), or such other rules as may be agreed by all of the parties involved, in each case with the laws of the State of New York applied as the substantive law governing this Consent and Agreement. Each of (i) the Project Party and (ii) the Collateral Trustee and the Company acting jointly, shall select an arbitrator, in each case according to the ICC Rules. The arbitrators so nominated shall then agree within 30 calendar days of the date of their confirmation by Court of Arbitration of the International Chamber of Commerce (the “**ICC**”) on a third arbitrator to serve as chairman. If a chairman is not selected within such 30 calendar day-period, the chairman shall be appointed by the ICC. All arbitration proceedings under this Consent and Agreement shall be conducted in the English language in New York, New York. Any decision or award of the arbitral tribunal shall be final and binding and shall be in writing and shall specify, in reasonable detail, the reasons for such decision or award. Judgment for execution of any award rendered by the arbitral tribunal may be entered by any court of competent jurisdiction. To the extent permitted by applicable law, any rights to appeal from or cause a review of any such award by any court or tribunal are hereby waived by the parties hereto.

(l) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (IF ANY) ARISING OUT OF OR RELATING TO THIS CONSENT AND AGREEMENT.

(m) To the extent that the Project Party may (whether in the Republic of Guatemala or in any other jurisdiction in which property of the Project Party is located or in the State of New York or the United States of America, each a “**Relevant Jurisdiction**”) be entitled to claim for itself or its property sovereign immunity or any other type of immunity (howsoever described) from suit or judgment and to the extent that in any such Relevant Jurisdiction there may be attributed such immunity (whether or not claimed), the Project Party hereby irrevocably and expressly agrees not to claim, and waives to the fullest extent permitted by the laws of the Relevant Jurisdiction, such immunity and hereby irrevocably and expressly agrees that it and its property in any such Relevant Jurisdiction are and shall be subject to execution on a judgment and attachment (whether provisional or final, through service or notice, attachment before judgment, attachment in aid of execution or otherwise) on account of the obligations incurred by it under this Consent and Agreement. Without limiting the generality of the foregoing, the Project Party agrees that the waivers set out in

this Section 7(m) shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and are intended to be irrevocable for purposes of such Act.

(n) This Consent and Agreement shall terminate and be of no further force and effect on the earlier to occur of (i) the termination or expiration of the Assigned Agreement in accordance with the terms hereof and thereof and the performance or payment by the Project Party of all of its obligations or liabilities arising thereunder and (ii) the indefeasible payment in full of the Obligations (the occurrence of which the Collateral Trustee shall promptly notify to the Project Party).

(o) This Consent and Agreement is made and executed in the English language. Any conflict or inconsistency between the English language version of this Consent and Agreement and any translation hereof shall be resolved in favor of the English language version.

IN WITNESS WHEREOF, the Project Party, the Company and the Collateral Trustee have each caused this Agreement to be duly executed and delivered as of the date first above written.

ENRON POWER OIL SUPPLY CORP.

By: _____

Name:

Title:

Address for Notices:

Attention: ●

Facsimile: ●

PUERTO QUETZAL POWER L.L.C.,
acting through its GUATEMALA BRANCH

By: _____

Name:

Title:

Address for Notices:

6a. Avenida 1-36, Zona 14
Edificio Los Arcos
Guatemala City, Guatemala

Attention: ●

Facsimile: ●

Accepted:

●, as Collateral Trustee

By: _____

Name:

Title:

Address for Notices:

[Address]

Attention: ●

Facsimile: ●

Guatemalan Security Documents

Accounts

1. In accordance with the provisions of Section 4 of the foregoing Consent and Agreement, all payments made in U.S. Dollars by the Project Party to the Company under the Assigned Agreement shall be made directly to the Collateral Trustee for deposit into the Dollar Revenue Account (as such term is defined in the Collateral Trust Agreement), which account shall be identified in writing by the Collateral Trustee to the Project Party not less than 10 business days prior to the date on which any payment is to be made.

2. In accordance with the provisions of Section 4 of the foregoing Consent and Agreement, all payments made in Guatemalan Quetzals by the Project Party to the Company under the Assigned Agreement shall be made directly to the Local Trustee (as such term is hereinafter defined) for deposit into the Quetzal Revenue Account (as such term is defined in the Collateral Trust Agreement), which account shall be identified in writing by the Local Trustee to the Project Party not less than 10 business days prior to the date on which any payment is to be made.

As used herein the term “**Local Trustee**” shall mean ●, not in its individual capacity but solely as trustee for the benefit of the Secured Parties referred to in the foregoing Consent and Agreement.

EXHIBIT C

Copy of Amended and Restated Fuel Supply Agreement (PQPLLC)