

Consolidated Debtors' respective corporate and other legal identities shall remain intact, except as otherwise specified in the Plan. The obligations of the Debtors who are parties to the Exit Credit Facility shall be their joint and several obligations, with each Debtor named therein as a guarantor waiving all suretyship defenses.

15. Notwithstanding any provision of the Plan or this Order, the holders of Allowed Claims against the Consolidated Debtors shall be entitled to a single satisfaction of such Claims. If the holder of an Allowed Claim against one Consolidated Debtor asserts an identical Claim against another Consolidated Debtor(s), then such identical Claim against the other Consolidated Debtor(s) shall be disallowed. Nothing in this paragraph shall be construed as modifying or otherwise affecting the terms and conditions of the Enron Settlement Agreement.

16. The Consolidated Debtors shall not be responsible for the satisfaction of any Allowed Non-Indemnifiable Claims against EOTT GP, and the holders of such claims shall not be entitled to any Distributions from the Consolidated Debtors or their respective Estates. Except as otherwise expressly provided for in the Plan, Allowed Non-Indemnifiable Claims shall be satisfied solely by EOTT GP and/or its Estate.

V. Miscellaneous Confirmation Provisions

17. All actions not otherwise previously approved by the Court that the Debtors took or effectuated (i) during the pendency of Bankruptcy Case, (ii) in the administration of the Bankruptcy Case, or (iii) in the formulation, negotiation, prosecution, or implementation of the Plan are ratified and approved.

18. This Confirmation Order is in recordable form, and shall be accepted by any filing or recording officer or authority of any applicable governmental unit for filing and

recording purposes without further or additional orders, certifications, or other supporting documents.

19. The Debtors and any other Person having duties or responsibilities under the Plan or this Confirmation Order, and their respective directors, officers, general partners, agents, trustees, representatives, and attorneys are specifically authorized, empowered, and directed to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, the Plan Documents, the Exit Facility, or the terms of this Order and the transactions respectively contemplated in those documents, all in accordance with the terms of the Plan and this Order.

20. Pursuant to 11 U.S.C. § 1146(c), the issuance, transfer, or exchange of notes or equity securities (including the New Notes and New LLC Units) under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan or the Exit Credit Facility (including any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan), shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

21. To the extent that, under applicable nonbankruptcy law, any of the actions contemplated in the Plan would otherwise require the consent or approval of the holders of Equity Interests in the Debtors, or directors, managing members, or partners (as applicable), this Order shall constitute such consent or approval, and such actions shall be, and are deemed to have been, taken by unanimous action of the holders of Equity Interests in the Debtors, or

directors, managing members, or partners (as applicable).

22. The undertakings and obligations of the Debtors pursuant to the Plan, including, without limitation, their undertakings and/or obligations to make distributions to the holders of Senior Notes, the holders of Allowed Claims, or any other party, shall be exempt, pursuant to 11 U.S.C. § 1145, from Section 5 of the Securities Act of 1933 and from any and all federal, state, or local laws requiring the registration of securities.

23. The Court shall retain full jurisdiction of this Bankruptcy Case and Estate Property until entry of a Final Decree, at which time the Court shall retain jurisdiction over this Bankruptcy Case pursuant to the provisions of the Plan.

24. The Debtors shall, within five (5) business days after the Effective Date, issue a Notice of Plan Confirmation and Occurrence of Effective Date, to be served on all Creditors and Interestholders and posted at www.haynesboone.com/eott. The Notice of Plan Confirmation shall inform creditors and parties in interest of (i) the confirmation of the Plan, (ii) the various bar dates in the Plan, and (iii) the Effective Date of the Plan.

25. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a), the provisions of this Order, the Plan, the Plan Documents, all other agreements and documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

26. The Lenders have acted in good faith in negotiations with the Debtors concerning the terms and conditions of the Exit Credit Facility, and are therefore entitled to the protections of 11 U.S.C. § 364(e). The terms of the Exit Credit Facility are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. The

extensions of credit under the Exit Credit Facility are supported by reasonably equivalent value and fair consideration and have been negotiated in good faith and at arm's length by the parties thereto. If any or all of the provisions of this Order are modified, amended, or vacated by a subsequent order of this or any other court, no such modification, amendment, or vacation shall affect the validity, enforceability, perfection or priority of the Debtors' obligations under the Exit Credit Facility or of the liens and security interests provided for or authorized in this Order to secure such obligations.

27. The granting or existence of liens or security interests created by, incorporated in, or otherwise existing under the Plan or the Exit Credit Facility are transfers of interests in property that are authorized by the Plan, this Order, and 11 U.S.C. §§ 364 and 1123. Except as otherwise provided in the Plan or this Order, no holder of a Lien, security interest, or other encumbrance that is junior, *pari passu*, or senior to the liens, security interests, or encumbrances granted to the Lenders under the Plan or the Exit Credit Facility, and no person or entity whose consent would otherwise be required for the granting thereof, may declare any default, accelerate any payment, repossess or foreclose on collateral, or otherwise exercise any right that is adverse to the Debtors or Reorganized Debtors, which default, acceleration, repossession, foreclosure, or other right is based in whole or in part on the granting of such lien, security interest, or encumbrance.

28. The granting of liens or security interests in leases pertaining to real property under the Plan and the Exit Credit Facility are transfers of interest in property that are authorized by the Plan, this Order, and 11 U.S.C. §§ 364 and 1123. No holder of a real property lease may declare any default, accelerate any payment, repossess property, or otherwise exercise any right

that is adverse to the Debtors or Reorganized Debtors, which default, acceleration, repossession, or other right is based in whole or in part on the granting of such liens or security interests or the transfer of any leasehold rights following an event of default, which transfer occurred as a result of a foreclosure or transfer in lieu of foreclosure. No statutory or contractual landlord's lien or any lessor shall be senior in priority to the liens granted to the Lenders under the Exit Credit Facility.

29. The provisions of this Order shall not supersede the provisions of the Final Order (I) Authorizing Secured Postpetition Financing on a Superpriority Basis pursuant to 11 U.S.C. §§ 364 and 507(b) and (II) Granting Relief from the Automatic Stay pursuant to 11 U.S.C. § 361 entered by the Court on October 24, 2002 (the "Final DIP Order"), and all provisions of such order remain in full force and effect and are incorporated herein for all purposes. The "Postpetition Liens" granted and provided for in the Final DIP Order remain in full force and effect, with the same perfection and priority (subject to paragraph 30 below) as provided in such order, to secure the Exit Credit Facility and the obligations of the Debtors thereunder. The same perfection and priority is ordered and established by operation of law for the liens and security interests to be granted by the Debtors to secure the Exit Credit Facility under the mortgages, deeds of trust, security agreements and other financing documents authorized under this Order, such that no additional steps need be taken to perfect such liens and security interests or to insure the priority thereof; the parties to the Exit Credit Facility are, however, authorized to take any actions otherwise provided for under applicable law to establish or give public notice of such perfection and priority and are granted relief from the automatic stay in order to do so. Receiving the benefits of the Postpetition Liens and of such other liens and security interests will

not make any of the beneficiaries or holders thereof responsible for any of the Debtors' obligations or liabilities with respect to the collateral subject thereto, including without limitation any obligations or liabilities for environmental remediation. The relative priorities of the benefits of the Postpetition Liens and such other liens and security interests among the beneficiaries thereof will be as described in the Intercreditor and Security Agreement included in the Exit Credit Facility.

30. The provisions of this Order shall not supersede the provisions of the order dated November 22, 2002 approving the Enron Settlement Agreement

31. Notwithstanding anything to the contrary in the Plan or this Order, nothing in the Plan nor this Order (i) releases or nullifies any environmental obligations under statutes or regulations to which the Reorganized Debtors (now operating with the addition of the newly formed EOTT Energy LLC) would be subject as the owners or operators of the pipelines and/or pipeline sites that the Debtors operate, just as if the Reorganized Debtors had not undergone a chapter 11 bankruptcy case, or (ii) impairs or restricts any governmental entity's ability to pursue environmental rights in a court of competent jurisdiction against any of the Reorganized Debtors and/or EOTT Energy LLC as the owner(s) or operator(s) of the pipelines or pipeline sites after the Confirmation Date.

32. Notwithstanding any provision of the Plan or the Exit Credit Facility, no lien, security interest, or other encumbrance granted to the lenders in the Exit Credit Facility shall be senior in priority to any ad valorem tax Lien arising under applicable state law that would, by operation of applicable non-bankruptcy law, otherwise be senior in priority to the liens, security interests, and encumbrances granted to secure the Exit Credit Facility.

33. Notwithstanding any provision of the Plan, this Order, or any Final Order entered by the Bankruptcy Court in this Bankruptcy Case, the bar date for Governmental Units to file proofs of claim in this Bankruptcy Case shall be the 180th day after the Petition Date.

34. To the extent Anadarko E&P Company, LP ("Anadarko") holds a Trade Partner Secured Claim as defined in the Plan, the Debtors will maintain a letter of credit in an amount sufficient to fully secure Anadarko's Trade Partner Secured Claim, if any, until September 30, 2003. Nothing in the Plan or this Order shall be deemed to (i) expand or otherwise modify any rights or remedies the Debtors or Anadarko may have under the Irrevocable Standby Letter of Credit Number S9703795 issued by Standard Chartered Bank or any other letter of credit posted by the Debtors in favor of Anadarko; (ii) affect any of the Debtors' rights with respect to any Claim asserted by Anadarko, including the right to object to or otherwise challenge such Claim; or (iii) affect or modify the Debtors' letter of credit obligations, if any, in connection with crude purchases between the Debtors and Anadarko after the Effective Date, unless expressly agreed to otherwise by the Debtors and Anadarko.

35. Notwithstanding anything in this Order or the Plan, the applicable Debtors' obligations, if any, to Koch Industries, Inc.; Koch Pipeline Company, L.P.; and/or their affiliates (collectively, "Koch") arising under (a) the Purchase and Sale Agreement among Koch and certain of the Debtors dated September 1, 1998, (b) the Purchase and Sale Agreement among Koch and certain of the Debtors dated July 1, 1998, (c) the Crude Oil Supply & Terminalling Agreement dated December 1, 1998, and (d) any other contracts or written agreements among Koch and the Debtors or any one or more of them (collectively, such agreements as amended from time to time are referred to as the "Koch Agreements") shall (i) not be treated as a Claim

under the Plan and (ii) survive confirmation of the Plan and not be discharged, released, or otherwise affected by operation of this Order or the Plan. Likewise, nothing in this Order or the Plan shall release or discharge Koch from any obligation Koch may have to any Debtor under the Koch Agreements or otherwise modify any Debtor's rights under the Koch Agreements. Nothing in this paragraph shall be construed as reviving any obligations between the Debtors and Koch that have previously expired.

36. Subject to paragraph 35 of this Order, the following proofs of claim filed by Koch are withdrawn in their entirety, and shall not be entitled to any distributions under the Plan: (i) Proof of Claim No. 7723 (unknown amount) filed by Koch Pipeline Company, L.P. ("Koch Pipeline") against EOTT Energy Pipeline Limited Partnership; (ii) Proof of Claim No. 7724 (unknown amount) filed by Koch Pipeline against EOTT Energy Operating Limited Partnership; (iii) Proof of Claim No. 7725 (unknown amount) filed by Koch Pipeline against EOTT Energy Partners, L.P.; (iv) Proof of Claim No. 7726 (unknown amount) filed by Koch Oil Company, a division of Koch Industries, Inc. ("Koch Oil") against EOTT Energy Pipeline Limited Partnership; (v) Proof of Claim No. 7727 (unknown amount) filed by Koch Oil against EOTT Energy Operating Limited Partnership; (vi) Proof of Claim No. 7728 (unknown amount) filed by Koch Oil against EOTT Energy Partners, L.P.; (vii) Proof of Claim No. 9549 (unknown amount) filed by Koch Oil against EOTT Energy Operating Limited Partnership; (viii) Proof of Claim No. 9550 (unknown amount) filed by Koch Pipeline against EOTT Energy Pipeline Limited Partnership; (ix) Proof of Claim No. 9551 (unknown amount) filed by Koch Oil against EOTT Energy Pipeline Limited Partnership; and (x) Proof of Claim No. 9552 (unknown amount) filed by Koch Pipeline against EOTT Energy Operating Limited Partnership.

37. The Debtors and the Pension Benefit Guaranty Corporation ("PBGC") have consensually resolved PBGC's proofs of claim and confirmation objection pursuant to a stipulation among the Debtors, PBGC, and the Enron Parties (the "PBGC Stipulation"), which is being filed for approval in the Enron bankruptcy case and is attached hereto as *Exhibit C*. The terms and conditions of the PBGC Stipulation are incorporated in this Order by reference.

38. Notwithstanding any provision of the Plan or this Order, the Effective Date of the Plan shall be the earlier of (i) March 1, 2003, or (ii) if the effectiveness of the Confirmation Order is stayed as a result of a stay pending appeal or otherwise, the first day of the calendar month immediately following (a) the date on which the Confirmation Order is not stayed and (b) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in the Plan.

39. Pursuant to section 6.4 of the Plan, the appointment and operation of any Committee shall terminate immediately on the Debtors' making the initial Distributions to holders of Allowed Class 5 Claims and holders of Allowed Convenience Claims.

40. The definition of the term "New Notes" in the Glossary is amended in its entirety

as follows:

New Notes means an aggregate of \$104 million in principal amount of 9% Senior Notes due 2009 issued by the applicable Debtors. Distributions of New Notes to the holders of Senior Notes will be issued pursuant to the New Indenture, the terms of which are substantially described in the Term Sheet for New Indenture attached as Exhibit C to the Plan. The form of the New Indenture will be filed with the Bankruptcy Court as a Plan Document. The Distributions of New Notes to Class 5 Creditors other than the holders of Senior Notes will not be issued under the New Indenture, but will contain terms and conditions identical to those in the New Indenture.

Signed: February 18, 2003.


HONORABLE RICHARD S. SCHMIDT
UNITED STATES BANKRUPTCY JUDGE

¹ Capitalized terms not defined in this Order shall have the meanings ascribed to them in the Glossary of Defined Terms attached as Exhibit A to the Plan, unless the context otherwise requires. If a capitalized term is not defined in either this Order or the Glossary of Defined Terms, then it shall have the meaning prescribed in the Bankruptcy Code or Bankruptcy Rules, whichever is applicable. If there is any direct conflict between the terms of the Plan and the terms of this Order, the terms of this Order shall control.

² References to the Debtors in this Order shall be deemed to refer to the Debtors in the above-referenced bankruptcy cases, to the extent the context of such reference applies to a time period prior to the Effective Date, and shall be deemed to refer to the Debtors as reorganized to the extent the context of such reference applies to a time period on or after the Effective Date.

³ As used in this Order, "Exit Credit Facility" refers collectively to each of the following, as ultimately executed: (a) the Term Loan Agreement among EOTT Energy Operating Limited Partnership, EOTT Energy Canada Limited Partnership, EOTT Energy Liquids, L.P., and EOTT Energy Pipeline Limited Partnership, as borrowers (collectively, the "Borrowers"); EOTT Energy LLC and EOTT Energy General Partner, L.L.C., as guarantors (collectively, the "Guarantors"); Lehman Commercial Paper, Inc., Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Capital Institutional Partners II, L.P., Farallon Capital Institutional Partners III, L.P., Tincum Partners, L.P., High Yield Portfolio, a Series of Income Trust, and AXP Variable Portfolio-Extra Income Fund, a Series of AXP Variable Portfolio Income Series, Inc., Drawbridge Investment Partners LLC, and any other named lenders thereto, as "Term Lenders"; and Lehman Brothers Inc., as agent for the Term Lenders, (b) the Letter of Credit Agreement among the Borrowers, the Guarantors, and Standard Chartered Bank, a banking institution organized and existing under the laws of England and Wales ("SCB"), as lender, letter of credit issuer, and agent; (c) the Second Amended and Restated Commodities Repurchase Agreement by and among Standard Chartered Trade Services Corporation ("SCTSC"), SCB, as collateral agent, and EOTT Energy Operating Limited Partnership ("EOTT OLP"); (d) the Second Amended and Restated Receivables Purchase Agreement by and among SCTSC, SCB, as collateral agent and EOTT OLP; (e) the Intercreditor and Security Agreement by and among the Borrowers, the Guarantors, and the other parties to the foregoing documents; (f) an overdraft facility by and among one or more of the Debtors and SCB and its affiliates; (g) the Closing Certificate to be given by an executive officer of EOTT Energy LLC, and the "Security Schedule," "Disclosure Schedule," and other schedules attached thereto, and (h) the other documents and instruments required to be delivered in connection with the foregoing.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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

**STIPULATION AND ORDER REGARDING EOTT CHAPTER 11
PROCEEDINGS AND SETTLEMENT AMONG THE ENRON PARTIES, THE
EOTT PARTIES, AND THE PENSION BENEFIT GUARANTY CORPORATION**

WHEREAS, commencing on December 2, 2001 (the "Petition Date") and subsequently, Enron Corp. and certain of its affiliated entities (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors chapter 11 cases have been procedurally consolidated for administrative purposes.

WHEREAS, on December 12, 2001, the United States Trustee for the Southern District of New York (the "US Trustee") appointed a statutory committee of unsecured creditors (the "Committee").

WHEREAS, on or about November 4, 2002, Enron Corp. ("ENE"), Enron North America Corp. ("ENA"), Enron Energy Services, Inc. ("EESI"), and Enron Gas Liquids, Inc. ("EGLI"), as debtors and debtors-in-possession filed a motion seeking entry of an order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure approving a settlement and mutual release (the "EOTT Settlement") by and among ENE, ENA, EESI, EGLI, Enron Pipeline Services Company ("EPSC"), and EGP Fuels

Company ("EGPFC") (collectively, the "Enron Parties"), on the one hand, and EOTT Energy Partners, L.P. (the "Partnership"), EOTT Energy Corp. ("EOTT GP"), EOTT Energy General Partner, LLC, EOTT Energy Pipeline Limited Partnership, EOTT Energy Operating Limited Partnership, and EOTT Energy Canada Limited Partnership, EOTT Energy Liquids, L.P., EOTT Energy Finance Corp., as debtors and debtors-in-possession, and EOTT Canada Ltd., (collectively, the "EOTT Parties"), on the other hand (the "EOTT Settlement Motion," Docket No. 7609).

WHEREAS, except as otherwise noted, capitalized terms used herein shall have the meanings ascribed to such terms in the EOTT Settlement Motion.

WHEREAS, on October 8, 2002, the EOTT Parties, with the exception of EOTT GP and EOTT Canada Ltd., filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Southern District of Texas. On October 21, 2002, EOTT GP also filed a voluntary petition for relief under chapter 11 in the Southern District of Texas. Hereinafter, the Partnership, EOTT GP, EOTT Energy General Partner, LLC, EOTT Energy Pipeline Limited Partnership, EOTT Energy Operating Limited Partnership, EOTT Energy Canada Limited Partnership, EOTT Energy Liquids, L.P., and EOTT Energy Finance Corp. shall be referred to collectively as the "EOTT Debtors." The EOTT Debtors' chapter 11 cases have been procedurally consolidated for administrative purposes and the EOTT Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

WHEREAS, on November 22, 2002, the Bankruptcy Court in the Southern District of Texas presiding over the EOTT Debtors' chapter 11 cases approved

the EOTT Parties' participation in the EOTT Settlement by entry of an order dated November 22, 2002 (the "EOTT Approval Order").

WHEREAS, on December 5, 2002, following consideration of the EOTT Settlement Motion, the proceedings before this Court, and the evidence and argument presented to the Court, this Court entered an order approving the EOTT Settlement (the "EOTT Settlement Order," Docket No. 8213).

WHEREAS, in accordance with the EOTT Approval Order and pursuant to the EOTT Settlement, ENE shall receive the Letter of Credit, the Note, and any payments thereunder, as well as the Cash Payment. Pursuant to the EOTT Settlement Order, ENE shall hold any funds received in this regard on behalf of the Enron Parties and such funds shall neither be disbursed nor used (except with regard to the payment of the DIP Obligations, as that term is defined in this Court's Final Order Authorizing Debtors To Obtain Post-Petition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2) and 364(d)(1), dated July 2, 2002) until the earlier to occur of: (a) an agreement by and between the Enron Parties and the Creditors' Committee with respect to the release of such proceeds (or any portion thereof) or (b) further order of this Court. Pursuant to the EOTT Settlement Order, any other payments to be received by any of the Enron Parties pursuant to the EOTT Settlement shall not be similarly held by ENE and, instead, shall be paid to the Enron Party so specified in the EOTT Settlement and related documents.

WHEREAS, in accordance with the terms of the EOTT Settlement and the approval of both Bankruptcy Courts, the parties closed on the EOTT Settlement on or about December 31, 2002.

WHEREAS, the EOTT Debtors have proposed a plan of reorganization (the "EOTT Plan") which, among other things, adopts and incorporates the EOTT Settlement.

WHEREAS, the Pension Benefit Guaranty Corporation (the "PBGC") has filed 22 proofs of claim against the EOTT Debtors for liabilities associated with five defined benefit pension plans, including the Enron Corp. Cash Balance Plan. Hereinafter, any allegations by the PBGC in those proofs of claim filed against the EOTT Debtors with respect to their alleged claims against the EOTT Debtors shall be referred to collectively as the "PBGC/EOTT Claim."

WHEREAS, the PBGC has interposed objections to the EOTT Plan.

WHEREAS, the Enron Parties have agreed to file this Stipulation and Order on or before February 13, 2003 and to use their best efforts to obtain a ruling on this Stipulation and Order on or before February 27, 2003.

WHEREAS, the EOTT Parties have indicated that their current contemplation is to go effective on their plan of reorganization on or after February 28, 2003; provided, however, that the EOTT Parties reserve the right to consummate their plan of reorganization prior to February 28, 2003.

NOW, THEREFORE, the Enron Parties, the PBGC and the EOTT Parties, by their undersigned counsel, stipulate and agree as follows:

1. ENE shall continue to hold, subject to the terms of this Stipulation and Order, the Letter of Credit, the Note, any payments thereunder, and the Cash Payment (collectively, the "EOTT Settlement Proceeds") on behalf of the Enron Parties.

2. Any claim of the PBGC against the EOTT Debtors for liabilities (if any) arising from the Enron Corp. Cash Balance Plan shall attach to the EOTT Settlement Proceeds with the same validity, enforceability, priority and force and effect (if any) that such claim (if any) now has as against the EOTT Debtors and such claim shall be subject to the rights, claims, defenses and objections of the Debtors, the other Enron Parties, and the Committee with respect thereto; provided, however, that the PBGC's right to assert the PBGC/EOTT Claim (if any) against the EOTT Settlement Proceeds shall be null and void, without the necessity of further order of this Court, upon the completion of a "standard termination" of the Enron Corp. Cash Balance Plan in accordance with the requirements under 29 U.S.C. § 1341(b) and 29 C.F.R. Part 4041, Subparts A and B ("Trigger Event"). As soon as practicable following occurrence of the Trigger Event, ENE shall notify the PBGC of the occurrence of the Trigger Event and that it has completed the standard termination of the Enron Corp. Cash Balance Plan. The PBGC's rights set forth herein regarding the EOTT Settlement Proceeds shall constitute the sole basis for the PBGC to seek to enforce its claims (if any) against the EOTT Debtors for the PBGC/EOTT Claims.

3. The PBGC shall: (a) withdraw, with prejudice only as to the EOTT Debtors, any and all proofs of claim filed in the EOTT Debtors' chapter 11 cases and the EOTT Debtors shall withdraw, with prejudice, their objection to any such proofs

of claim; (b) release the EOTT Debtors from the underfunded benefit liability and premium claims asserted therein related to an event other than a Trigger Event; (c) withdraw, with prejudice, the objection(s) the PBGC has filed to confirmation of the EOTT Plan. The foregoing shall not affect the validity of the PBGC's interest, if any, in the EOTT Settlement Proceeds.

4. Prior to the Trigger Event, the EOTT Settlement Proceeds shall neither be disbursed nor used (except with regard to the payment of the DIP Obligations, as that term is defined in this Court's Final Order Authorizing Debtors To Obtain Post-Petition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2) And 364(d)(1), dated July 2, 2002) absent further order of this Court, upon notice and a hearing in accordance with the Second Amended Case Management order, including, without limitation, notice to the PBGC.

5. Following notice of the occurrence of the Trigger Event to the PBGC, the EOTT Settlement Proceeds shall neither be disbursed nor used (except with regard to the payment of the DIP Obligations, as that term is defined in this Court's Final Order Authorizing Debtors To Obtain Post-Petition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2) And 364(d)(1), dated July 2, 2002) until the earlier to occur of: (a) an agreement by and between the Enron Parties and the Creditors' Committee with respect to the release of such proceeds (or any portion thereof) or (b) further order of this Court.

6. Pursuant to the EOTT Settlement Order, any other payments to be received by any of the Enron Parties pursuant to the EOTT Settlement (i.e. any payments

under the EOTT Settlement other than the Letter of Credit, the Note, any payments under the Note, and the Cash Payment) shall be paid to the Enron Party so specified in the EOTT Settlement and related documents.

7. Except as explicitly provided for herein, this Stipulation and Order shall in no way constitute a waiver or admission by the Debtors, the other Enron Parties, the EOTT Debtors or the PBGC with respect to the PBGC's allegations and/or the PBGC/EOTT Claim or the nature of the Enron Parties' or PBGC's entitlement to the EOTT Settlement Proceeds.

8. This Stipulation and Order shall become effective and binding as of entry of this Stipulation and Order on the docket as "so ordered" by the Court. In the event that this Stipulation and Order is not approved by the Court, it shall be null and void and have no force or effect and the parties agree that, in such circumstances, this Stipulation and Order shall be of no evidentiary value whatsoever in any proceedings.

9. This Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction, performance, and enforcement of the terms of the EOTT Settlement Order, the EOTT Settlement, and/or this Stipulation and Order.

10. This Stipulation and Order may be executed in counterparts or with detachable signature pages and shall constitute one agreement, binding upon all parties thereto as if all parties signed the same document.

Dated: New York, New York
February _____, 2003

By: /s/ Martin A. Sosland
Martin J. Bienenstock (MB 3001)
Brian S. Rosen (BR 0571)
Martin A. Sosland
Melanie Gray
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for the Enron Parties

By: /s/ Trey A. Monsour
Robert Albergotti
Trey A. Monsour
HAYNES AND BOONE, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202
Telephone: (214) 651-5000
Facsimile: (214) 651-5940

Attorneys for the EOTT Parties

By: /s/ Brenda Bachman

James J. Keightley
General Counsel
Jeffrey B. Cohen (JC 6271)
Deputy General Counsel
John A. Menke
Senior Counsel
John R. Paliga
Assistant General Counsel
Brenda A. Bachman (BB 4230)
Jason E. Wolf
Attorneys
Pension Benefit Guaranty Corporation
Office of the General Counsel
1200 K Street, N.W.
Washington, D.C. 20005-4026
Ph: (202) 326-4020, Extension 3581
Fax: (202) 326-4112

Attorneys for the Pension Benefit Guaranty
Corporation

SO ORDERED THIS ____ DAY OF _____ 2003.

HONORABLE ARTHUR J. GONZALEZ
UNITED STATES BANKRUPTCY JUDGE

Attachment B
Cure Amounts for Accepted Contracts

NAME OF CONTRACT COUNTERPARTY	ADDRESS	DESCRIPTION OF CONTRACT OR LEASE	CURE AMOUNT	DEBTOR(S)
ABS Quality Evaluations, Inc.	ABS Plaza, 16855 Northchase Drive, Houston, TX 77060-6008	99EF-CERTIF-0633 Certification	\$ 2,533.33	Liquids
Air Liquide America Corporation	11400 Bay Area Blvd, Pasadena, TX 77507-	(R) CF2 1359 GCD General Contract	1,637.05	Liquids
Allometrics, Inc.	P. O. Box 15825, Baton Rouge, LA 70895-	99EF-GSMA-0579 General Service	595.00	Liquids
Baker Tanks	101 Old Underwood, Bldg. B, La Porte, TX 77571-	(R)99EF-GSMA-0606 General Services & Maintenance Agreement	1,627.00	Liquids
Bell South	85 Annex Atlanta, GA 30385-0001	Utility Contract	5,754.54	OLP, PLP
Bentley Nevada Corporation	P. O. Box 157, Minden, NV 89423-	(R) 99EF-GSMA-0323 General Services & Maintenance Agreement	3,829.00	Liquids
Berwanger, Inc.	4615 Southwest Freeway, Suite 925, Houston, TX 77027	97EF-GSMA-0542 General Service	470.27	Liquids
Billy's Industrial Cleaning, Inc.	2415 Brookhaven, Bossier City, LA 71111	Cleaning Services/Bossier City	660.00	OLP
Browning Ferris Industries, Inc.	5757A Oakes Road, Houston, TX 77078-	(R)94EF-AWS-0071 Agreement For Waste Services	7,875.24	Liquids, OLP, PLP
Business911 International, Inc.	7710 Cherry Park #206, Houston, TX 77096	Software License Agreement - Integral disaster recovery software	4,059.38	OLP
Caleb Brett, USA, Inc. dba Intertek Testing Services	5051 Weethelmer, Suite 1700, Houston, TX 77058	Master Service Contract	746.00	OLP
Capstone Engineering Services, Inc.	11777 Katy Freeway, Suite 570S, Houston, TX 77079-	97EF-GSMA-0480 General Services & Maintenance Agreement	2,500.00	Liquids
Cimarron Systems Incorporated	39502 Cimarron Way, Magnolia, TX 77354	Independent Contractor Agreement	6,261.61	OLP
Chicorp Vendor Finance	P. O. Box 7247-0322, Philadelphia, PA 19170-0322	Tupman, CA COPIER RICOH 270	67.13	OLP
City of Houston, Texas	P. O. Box 1560, Houston, TX 77251-	96EF-WATER-0451 Water Supply	29,925.96	Liquids
Cotton Electric	228 North Broadway Walters, OK 73572-1299	Utility Contract	20,663.21	OLP
CPL Retail Energy	P. O. Box 22136 Tulsa, OK 74121-2136	Utility Contract	4,939.09	OLP
Custom Coffee Plan	11519 South Palopark Dr., Houston, TX 77041	Coffee Supplies	824.99	OLP
Dan Temps	10575 Katy Freeway, Suite 405 Houston, TX 77024	Temporary Placement Cost	3,548.72	Corp.
Denton Oil Company, Inc.	P.O. Box 1252, Artesia, NM 86211-1252	Artesia Parking	64.52	OLP
Dresser-Rand (Houston Service Center)	1200 West Sam Houston Parkway N., Houston, TX 77224-9188	(R) CF2 2534 KCD Short Form Ag	502.41	Liquids
Entergy Arkansas	P. O. Box 61830 New Orleans, LA 70161-1830	Utility Contract	48.04	OLP
Entergy Gulf States	P. O. Box 61009 New Orleans, LA 70161-1009	Utility Contract	1,842.66	OLP
Entergy Louisiana	P. O. Box 64001 New Orleans, LA 70164-4001	Utility Contract	3,715.55	OLP
Equistar Chemicals, L.P.	P. O. Box 2583, Houston, TX 77262-2583	96EF-WATER-0619 Water Supply	3,129.66	Liquids

**Attachment B
Cure Amounts for Accepted Contracts**

NAME OF CONTRACT COUNTERPARTY	ADDRESS	DESCRIPTION OF CONTRACT OR LEASE	CURE AMOUNT	DEBTOR(S)
Franz Properties	c/o Richard Franz, 2410 N. VFW Road, Garden City, KS 67846	Garden City Truck Parking	45.16	OLP
Freddy's Auto Supply	501 North Smith, Hebronville, TX 78381	Hebronville Truck Parking	802.47	OLP
G & L PROPERTIES	P O. Box 781 Bowman, ND 58523	BOWMAN, ND OFFICE	335.48	OLP
Gamer Environmental Service, Inc	1717 W. 13th St., Deer Park, TX 77536-	(R)94EF-ESA-0072 Environmental Services Agreement	770.00	Liquids
Groda Enterprises, Inc.	P O Box 886, La Porte, TX 77572-0886	01EF-GSMA-0743 General Services & Maintenance Agreement	2,649.80	Liquids
Hewlett-Packard Co.	8000 Foothill Blvd., MS 5636, Roseville, CA 95747-5636	Systems Support Agreement - Orniti backup	1,604.27	OLP
HVAC Mechanical Services	5622 Luce Street, Houston, TX 77067-	99EF-GSMA-0813 General Services & Maintenance Agreement	12,850.00	Liquids
ICU Environmental, Health and Safety	28022 Oak Ridge Drive, The Woodlands, TX 77380-	00EF-GSMA-0668 General Services & Maintenance Agreement	4,389.00	Liquids
Imagistics	P.O. Box 856210, Louisville, KY 40285-6210	Fax Toner	1,826.08	OLP, PLP
International Catalyst, Inc. A wholly owned subsidiary of Philip Service Corporation	6845 Dbd Drive, Houston, TX 77067-	94EF-GSMA-0168 General Services & Maintenance Agreement	9,347.50	Liquids
Invensys Systems, Inc.	33 Commercial St. (B512E), Foxboro, MA 02035-	(R)05EM-GSMA-0356 General Services & Maintenance Agreement	635.14	Liquids
IOS Capital	P. O. Box 650016, Dallas, TX 75265-0016	Bosler, LA COPIER CANON NP 6545	10,807.14	OLP, Liquids
Joe and Linda Brown	P. O. Box 1112 Hays, KS 67801	HAYS, KS OFFICE	77.42	OLP
Lang Investigations, Inc.	8552 Katy Freeway, Suite 210 Houston, TX 77024	Background Checks	433.01	Corp.
Lanier Worldwide	P. O. Box 105533, Atlanta, GA 30348-5533	Mobile, AL COPIER LANIER 5222	144.83	OLP
Larry Kauk	Box 104, Leedey, OK 73654	Leedey Truck Parking	51.81	OLP
Market Parking, Inc.	c/o Benchmark Real Estate Group 630 American Financial Center Wichita, KS 67207	WICHITA OFFICE	382.45	OLP
McCullough Comsites Corporation	913 Chestnut St., Thayer, MO 65781	El Reno/Hinton, OK Radio Tower	250.00	PLP
Mechanical Services, Inc.	421 Stokes Lane, Taft, CA 93268	Master Service Contract	6,554.02	OLP
Meryfield Office Supply	224 South Main, Elk City, OK 73644	Elk City, KS - Xerox Copier 5328	271.41	OLP
Mobil Modular Management Corp.	4445 S. East Belt, Pasadena, TX 77505-	311528-30 LEASE AGREEMENT	5,945.99	Liquids
Mrs. Pearl Howard	P. O. BOX 985 Jennings, LA 70646	Jennings Office and Shop	393.56	OLP

Attachment B
Cure Amounts for Accepted Contracts

NAME OF CONTRACT COUNTERPARTY	ADDRESS	DESCRIPTION OF CONTRACT OR LEASE	CURE AMOUNT	DEBTOR(S)
Nye Engineering, Inc.	No 7 Oaktree, Friendswood, TX 77548-	90EF-AFS-0454 Agreement For Services	7,916.25	Liquids
OC Tanner	25329 L-45 North, Suite 135 The Woodlands, Tx 77380	Service Award Program	17,799.58	Corp., OLP, PLP
OG & E	P. O. Box 24980 Oklahoma City, OK 73128-0980	Utility Contract	122,366.09	OLP
OK Tire Store, Inc.	3935 E. Dwyer Ave., Blainock, ND 58501	Master Service Contract	2,356.26	OLP
PG & E	P. O. Box 987300 Sacramento, CA 95899-7300	Utility Contract	127,185.18	OLP
Philonen, Inc. dba Philonen Security Services	8688 Gulf Freeway, Suite 333, Houston, TX 77017-	(R)94EF-AFS-0188 Agreement For Services	29,821.51	Liquids
Pliny Bowes, Inc.	P. O. Box 856390, Louisville, KY 40285-6390	Tupman, CA	27.50	OLP
Port of Houston Authority of Harris County, Texas	P. O. Box 4447, Houston, TX 77210-4447	MAIL EQUIPMENT P8 E700	2,150.40	Liquids
Praxair, Inc.	P. O. Box 1886, Danbury, CT 06813-1886	3/21/86 LEASE AGREEMENT.	39,157.77	Liquids
Process Engineering Associates	P. O. Box 44174, Houston, TX 77244-	10/1/81 Industrial Gases and Services	7,200.00	Liquids
Public Service of Oklahoma	P. O. Box 24421 Canton, OH 44701-4421	(R)96EF-AFS-0424 Agreement For Services	2,833.96	OLP
Pure Water Center, Inc.	6660 Corbin Avenue, PMB 6382 Northridge, CA 91324	Utility Contract	428.67	OLP
Quest Diagnostics	7470 Mission Valley Road San Diego, CA 92108	Water Maintenance Agreement	515.00	Corp.
Rannon & Company	P. O. Box 201715, Houston, TX 77216-1715	Drug Laboratory Testing; Drug Testing Program	3,205.72	Liquids
Robling Machinery Technology, Inc.	1123 Church Street, Crosby, TX 77532-	4/28/1994 Consignment Agreement	6,110.80	Liquids
SafeSite	10303 Regal Row, Houston, TX 77040	90EF-GSMA-0550 General Services & Maintenance Agreement	749.03	OLP
Salvador Carillo	#18 4 Corners Road, Gillette, WY 82718	Computer Storage Agreement	51.61	OLP
San Augustine Industrial Clinic	321 W. San Augustine, Deer Park, TX 77536-	Gillette, WY Truck Parking Lease	640.00	Liquids
Sonitol of Houston	1110 North Post Oak #240, Houston, TX 77055-	01EM-GSMA-0697 General Services & Maintenance Agreement	406.80	Liquids
Southern California Gas Company	P.O. Box 3150, San Dimas, CA 91773	90EF-SECURITY-0553 Contract	1,111.25	OLP
Southwestern Bell Telephone	P. O. Box 4842 Houston, TX 77087-0077	On-line gas services and information software	31,984.85	OLP, FLP, Liquids
Southwestern Electric Power (Swepeco)	P. O. Box 21938 Tulsa, OK 74121-1938	Utility Contract	32,326.72	OLP
Tahmah Energy Inc.	2450 Louisiana Street, Suite 400-517, Houston, TX 77006	Independent Contractor Agreement	4,631.98	OLP
TEAM Industrial Services, Inc.	3214 East Pasadena Freeway, Pasadena, TX 77603-	(R) 94EF-EBA-0084 Environmental Services Agreement	23,155.44	Liquids
Texas Engineering Extension Service - Emergency Services Training Institute (TEEX-ESTI)	John B Connolly Bldg, 301 Tarrow, College Station, TX 77849-9000	ESTI-02-0176 Contractor's Agreement	1,323.00	Liquids

Attachment B
Cure Amounts for Accepted Contracts

NAME OF CONTRACT COUNTERPARTY	ADDRESS	DESCRIPTION OF CONTRACT OR LEASE	CURE AMOUNT	DEBTOR(S)
Towers Perrin	1 Houston Center, 1221 McKinney Suite 2800 Houston, TX 77010-1008	FAS 108, 112, Year End Distributions	5,419.00	Corp.
Trammo Petroleum, Inc.	1111 Bagby Street, Suite 1920 Houston, TX 77002	Long Beach Satellite Office	129.03	OLP
Trustmark Nat'l Bank	ATTN Buddy Huff 248 East Capitol St. JACKSON, MS 39201	JACKSON MARKETING	482.58	OLP
Tru-Tech Products L.L.C.	P.O. Box 88 Wright, WY 82732	WRIGHT OFFICE AND SHOP	554.84	OLP
TST BriarLabs Limited Partnership	P.O. Box 4247 Dept. 802 Houston, TX 77210-4247	HOUSTON OFFICE	144,141.18	OLP
Turbomachinery Repairs, Inc.	1005 Georgia, Deer Park, TX 77536-	01EM-GSMA-0706 General Services & Maintenance Agreement	6,380.00	Liquids
TXU Energy	P. O. Box 100001 Dallas, TX 75310-0001	Utility Contract	73,494.89	OLP
Tyco Valves and Controls LP	3950 Greenbrier, Stafford, TX 77477-	(R)1EF-GSMA-0636 General Services & Maintenance Agreement	5,440.52	Liquids
Ungles Truck Parking	P. O. Box 188, Slatonia, KS 67870 Attn: Pamela Ungles	Slatonia Truck Parking Lease	138.71	OLP
W. A. Cox	P.O. Box 789, Luling, TX 78648	Luling Shop & Truck Parking	51.61	OLP
WebLink Wireless	P.O. Box 76645, Phoenix, AZ 85062-6645	Software License Agreement	3,108.18	OLP
Wilson Supply Company, division of Wilson Industries, Inc.	P.O. Box 1482, Houston, TX 77251-1482	22498 Consignment Agreement	15,709.13	Liquids, P/LP
Xerox Corporation	P. O. Box 660501, Dallas, TX 75266-0501	83098 Equipment Lease	308.18	Liquids
Xerox Corporation	P. O. Box 660303, Dallas, TX 75268-0303	Lumberton, MS COPIER XEROX DC425AC	347.24	OLP

Supplemental Attachment A
Continued to the Report

Project Name	Contractor	Address	Effective Date	Year of Acquisition	Assessable and Eligible	Description of Property	Area Monthly Occupancy	Less Area by Which Building	NETY Occupancies From to
Public Park Acquisition South Park Block 18 from City of Houston	City of Houston 1000 McKinney Street Houston, TX 77002	1000 McKinney Street Houston, TX 77002	August 1, 1981	Agreement to purchase results of the acquisition process	1000 McKinney Street Houston, TX 77002	Acquired in South Park Block 18 Public Park Block 18 from City of Houston. The property includes the building and parking area. The building is a two-story structure with a total area of approximately 10,000 square feet. The parking area is approximately 2,000 square feet. The property is located at the intersection of McKinney Street and South Park Block 18.	City of Houston 1000 McKinney Street Houston, TX 77002	City of Houston 1000 McKinney Street Houston, TX 77002	NETY Occupancies From to City of Houston 1000 McKinney Street Houston, TX 77002
Public Park Acquisition South Park Block 18 from City of Houston	City of Houston 1000 McKinney Street Houston, TX 77002	1000 McKinney Street Houston, TX 77002	August 1, 1981	Agreement to purchase results of the acquisition process	1000 McKinney Street Houston, TX 77002	Acquired in South Park Block 18 Public Park Block 18 from City of Houston. The property includes the building and parking area. The building is a two-story structure with a total area of approximately 10,000 square feet. The parking area is approximately 2,000 square feet. The property is located at the intersection of McKinney Street and South Park Block 18.	City of Houston 1000 McKinney Street Houston, TX 77002	City of Houston 1000 McKinney Street Houston, TX 77002	NETY Occupancies From to City of Houston 1000 McKinney Street Houston, TX 77002
Public Park Acquisition South Park Block 18 from City of Houston	City of Houston 1000 McKinney Street Houston, TX 77002	1000 McKinney Street Houston, TX 77002	August 1, 1981	Agreement to purchase results of the acquisition process	1000 McKinney Street Houston, TX 77002	Acquired in South Park Block 18 Public Park Block 18 from City of Houston. The property includes the building and parking area. The building is a two-story structure with a total area of approximately 10,000 square feet. The parking area is approximately 2,000 square feet. The property is located at the intersection of McKinney Street and South Park Block 18.	City of Houston 1000 McKinney Street Houston, TX 77002	City of Houston 1000 McKinney Street Houston, TX 77002	NETY Occupancies From to City of Houston 1000 McKinney Street Houston, TX 77002