

AGENCY AGREEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

THIS LETTER AGREEMENT (hereinafter the "Agreement") is made and entered into this 24 day of February, 1992, by and between TEXAS-OHIO POWER, INCORPORATED, a Texas Corporation, as Principal and SUN KING TRADING COMPANY, INC., a Guatemalan Corporation, as Agent.

WITNESSETH:

WHEREAS, the Principal desires to develop, construct and operate power generation facilities for the purposes of selling, contract electrical capacity and electrical energy to EMPRESA ELECTRICA de GUATEMALA, S.A., a Guatemalan corporation ("E.E.G.") and/or to the Instituto Nacional de Electrificacion (I.N.D.E.) a Guatemalan government entity and

WHEREAS, the Agent is the proprietor of certain documents, other information, and knowledge relevant to E.E.G.'s electrical energy requirements and

WHEREAS, the Agent represents that the Agent has sufficient knowledge, expertise and contacts to facilitate execution of the attached contract between Principal and E.E.G. for the purchase and sale of contract electrical capacity and electrical energy. The attached contract is a part of this agreement.

NOW, THEREFORE, the Principal hereby retains and empowers the Agent to perform the following described duties, including, without limitation, any and all additional acts necessary and desirable to be performed in relation to the following described duties, and the Agent accepts such retainer and power and agrees to faithfully perform all such duties and acts on behalf of the Principal for the following recited considerations.

1. Principal agrees to compensate Agent with payments in sums equal to sixteen percent (16%) of all refundable advance payments for contract electrical capacity and twenty-one (21%) of all contract electrical capacity payments thereafter. All such compensation shall be paid promptly to Agent upon Principal's receipt of collected funds from Empresa Electrica de Guatemala (E.E.G.). Any bank charges, taxes or expenses incurred in transferring funds to Agent, are to be borne by the Principal.

<p>Senate Finance Committee</p> <p>EXHIBIT 11</p>

EC2 000034349

2. Agent shall make all necessary and other reasonably requested introductions, shall assist in facilitating communications between Principal and key personnel of E.E.G., and shall facilitate negotiations and timely execution of the Power Generation Facility Purchase and Sale Agreement.

3. Agent shall make available to Principal all information in Agent's possession which is pertinent to the Power Generation Facility Purchase and Sale Agreement between Principal and E.E.G.

4. Agent shall provide all necessary initial and ongoing permits and consents of the Government of Guatemala, including, without limitation, all regulatory bodies thereof, necessary to Principal's fulfillment of the Power Generation Facility Purchase and Sale Agreement, including, without limitation, all reasonable exemptions from all tariffs and import duties for all equipment and supplies reasonably necessary to Principal's continued operation.

5. During the term of the Power Generation Facility Purchase and Sale Agreement, as per the attached contract Agent shall continue to make Principal aware of any significant factors which may affect operations of the Facility and Off-Site Facilities and shall continue to maintain Agent's contacts in furtherance of Principal's operation of those facilities.

6. Neither Principal nor Agent shall use any information or contacts provided between the parties hereof:

- A. for the purpose of circumventing or competing against the other party, whether by counter-proposal or competitive bid, or
- B. in any manner to divert to the party acquiring such knowledge or contacts, the rightful competitive advantage of the other party.

7. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of said parties in connection herewith. No statements, agreements or understandings, representations, warranties or conditions expressed or implied, not expressly set forth in this Agreement shall be binding upon the parties, or shall be effective to interpret, change or restrict the provisions of this Agreement unless such is in writing signed by all parties and by reference be made a part hereof.

8. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by all of the parties hereto. Any party may waive any of the conditions contained herein or any of the obligations of any other party hereunder.

but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation, except as otherwise herein provided.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and shall be deemed to be performable in Harris County, Texas.

10. Any notice to be given by either party to this Contract shall be given in writing and may be effected by personal delivery or mailed by deposit of such into the care and custody of the United States Postal Service, certified, return receipt requested, and postage prepaid, as follows:

If to Principal: TEXAS-OHIO POWER, INCORPORATED
ONE MEMORIAL CITY
PLAZA 800 GESSNER
HOUSTON, TEXAS 77024

If to Agent: SUN KING TRADING COMPANY, INC.
251 CRANDOM BLVD., SUITE 606
KEY BISCAYNE, FLORIDA 33149

However, the parties hereto shall have the right from time to time to change their respective address, and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other party as herein provided. All Notices shall be effective and deemed given upon actual receipt or upon deposit in the care and custody of the United States Postal Service and specified above, whichever is earlier.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their heirs, administrators, successors, assigns, joint venture partners, and legal representatives.

In witness whereof, the parties hereto have caused this agreement to be executed and effective as of the date first set forth above.

TEXAS-OHIO POWER, INC.

Patrick L. Harper
President

SUN KING TRADING COMPANY, INC

Richard J. Harper
PRESIDENT