

AGREEMENT

The parties to this agreement are Texas-Ohio Power, Inc., ("TOP") a Texas corporation, and Enron Power Development Corp. a Delaware Corporation ("EPC").

The parties agree to the following arrangements to effect the transfer of the contract dated January 13, 1992 between TOP and Empresa Electrica de Guatemala, S.A. ("Empresa") ("The Power Contract").

1. In consideration for the assignment described in paragraph 2 below, EPC agrees to make or cause the Project to make the following payments to TOP or its designee to the bank account designated by it:

A. \$100,000, within 3 business days from the date the assignment is effective in accordance with the laws of Guatemala.

B. \$100,000 on December 1, 1992.

C. Up to \$100,000 in reimbursement of reasonably evidenced engineering, legal or other expenses incurred by TOP; and

D. An amount each month equal to 6.0% of the gross revenues generated by the sales of electricity and payment for contract capacity under the Power Contract.

Senate Finance Committee

EXHIBIT 14

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E. \$700,000, on the date of first commercial operations under the Power Contract; and

F. \$700,000, 180 days after the date in (E) above.

2. TOP agrees to assign the Power Contract to EPC or designated affiliate or subsidiary promptly upon the request of EPC, in accordance with Guatemalan law.

3. TOP agrees to indemnify EPC and its affiliates for any claims arising prior to the date of the assignment made by any person as to any rights in the Power Contract, or the revenues of the Project, other than those amounts set out in paragraph 1 (a) through 1 (f) to the extent EPC fails to perform its obligations under these paragraphs.

4. As used herein, "Project" means the entity that owns the power plant contemplated in the Power Contract.

5. This agreement shall be governed by U.S. law.

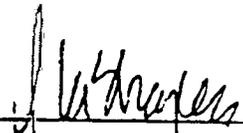
6. All obligations under this agreement are conditioned on final approval of the assignment by Empresa and the unconditionality of the assignment and release by Empresa of TOP from all obligations under the Power Contract.

7. If the Project is expanded to include additional megawatts of installed capacity ("MW") to those initially installed, EPC will pay TOP a pro rata amount based on the new MW divided by 110 MW to the amounts in A,B,C,E and F herein.

8. This agreement supercedes any and all prior agreements between the parties hereto.

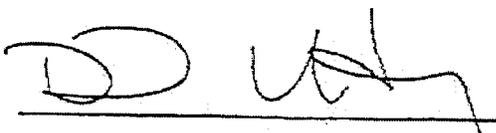
Dated: As of March 12, 1992

TEXAS-OHIO POWER, INC.



By: J. Patrick La Strapés
President

ENRON POWER DEVELOPMENT CORP.



By: David L. Haug
Managing Director

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Handwritten initials