

TERMINATION AND RELEASE AGREEMENT

This **TERMINATION AND RELEASE AGREEMENT** ("Agreement"), dated as of August 22, 1995, is among **ENRON DEVELOPMENT CORP.**, a Delaware corporation ("**EDC**"), **SUN KING TRADING COMPANY, INC.**, a Panamanian company ("**Sun King**"), and **CENTRANS INTERNACIONAL, SOCIEDAD ANONIMA**, a Guatemalan company ("**Centrans**") (collectively, **EDC**, **Sun King** and **Centrans** are referred to as the "**Parties**").

RECITALS

WHEREAS, Texas Ohio Power, Inc. ("**TOP**") has assigned to Sun King its right to receive, from **EDC** (formerly known as Enron Power Development Corp.), monthly payments equal to 6% of certain gross revenues of Puerto Quetzal Power Corp., a Delaware corporation, pursuant to Paragraph 1.D. of that certain agreement between **TOP** and Enron Power Development Corp. dated March 12, 1992 (the "**Monthly Payments**");

WHEREAS, Sun King has assigned to Centrans its right to receive the Monthly Payments;

WHEREAS, Sun King has issued to **EDC** a Note Payable in the amount of \$435,000 dated March 11, 1993 (the "**Note Payable**");

WHEREAS, Sun King is willing to agree to the release set forth in this Agreement in exchange for the cancellation of the Note Payable; and

WHEREAS, Centrans desires to terminate its right to receive the Monthly Payments in exchange for a cash payment.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **EDC**, **Sun King** and **Centrans** hereby agree as follows:

Section 1. Payment. **EDC** agrees to pay or cause to be paid, on the date hereof, to **Centrans** the amount of U.S. \$12,000,000 by wire transfer of immediately available funds to either of **Centrans**' accounts as set forth on Exhibit A hereto, in full and final settlement of **EDC**'s obligation to make the Monthly Payments.

Section 2. Centrans Release. Upon receipt of the payment set forth in Section 1, **Centrans** hereby unconditionally releases, cancels and forever discharges **EDC** and its subsidiaries and affiliates from any and all obligations to make the Monthly Payments that have accrued or would accrue on or after August 1, 1995; and further unconditionally releases, waives and forever discharges **EDC** and its subsidiaries and affiliates from any and all past, present

or future claims, demands, losses, damages, causes of action, rights of action, suits in equity or other liabilities of any type or character ("Claims"), if any, whether or not now known to the Parties, in any way resulting from or arising out of any contract, agreement or arrangement entered into or arising prior to the date of this Agreement, whether written or oral, between Centrans and EDC.

Section 3. Cancellation of Note Payable. EDC hereby unconditionally releases, cancels and forever discharges Centrans and its affiliates from any and all obligations arising under the Note Payable.

Section 4. Sun King Release. Sun King hereby unconditionally releases, waives and forever discharges EDC and its subsidiaries and affiliates from any and all past, present or future Claims, if any, whether or not now known to the Parties, in any way resulting from or arising out of any contract, agreement or arrangement entered into or arising prior to the date hereof, whether written or oral, between Sun King and EDC.

Section 5. EDC Release. EDC hereby unconditionally releases, waives and forever discharges Sun King and Centrans and each of their subsidiaries and affiliates from any and all past, present or future claims, if any, whether or not known to the Parties, in any way resulting from or arising out of any contract, agreement or arrangement entered into or arising prior to the date hereof, whether written or oral, between EDC and either Sun King or Centrans.

Section 6. Representations and Warranties. Each of the Parties represents and warrants to each of the other Parties as follows:

(a) that the party is a company duly organized and validly existing under the laws of its jurisdiction of formation and has the requisite power and authority to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement;

(b) that this Agreement has been duly authorized and executed by the party and constitutes a valid and legally binding obligation of the party; and

(c) that neither the making of this Agreement nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which the party is a party or by which it is bound, or violate any of the terms or provisions of the party's organizational documents.

Section 7. Miscellaneous.

7.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).

7.2 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

7.3 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

7.4 Successors and Assigns. This Agreement shall be binding upon the Parties and their permitted successors and assigns and shall inure to the benefit of the Parties and their respective successors and assigns.

7.5 Expenses. Each of the Parties shall be responsible for the expenses incurred by it in connection with the negotiation and execution of and the performance of its obligations under this Agreement. Further, each of the Parties shall be responsible for any and all taxes, of any nature, incurred by such Party relating to or arising out of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its respective officer thereunder duly authorized as of the date first written above.

ENRON DEVELOPMENT CORP.

By: David Shields
Name: David Shields
Title: Chief Financial Officer

SUN KING TRADING COMPANY, INC.

By: Oswaldo Benitez Herbruger
Name: OSWALDO BENDEZ HERBRUGER
Title: Presidente

CENTRANS INTERNACIONAL, S.A.

By: Henrik Feuss
Name: Henrik Feuss
Title: President.

Exhibit A

1) Transferencias a DSB Miami

- ✓ BARNETT BANK OF SOUTH FLORIDA, Miami
For credit to DEUTSCH-SUEDAMERIKANISCHE BANK AG, Miami Agency
Acct. no. 137 694 2752
For further credit to
Acct. no. 02-693574
Name of CENTRANS INTERNACIONAL, S.A.
- ✓ FEDERAL RESERVE BANK, Miami
For credit to DEUTSCH-SUEDAMERIKANISCHE BANK AG, Miami Agency
Routing no. 0660 10856
For further credit to
Acct. no. 02-693574
Name of CENTRANS INTERNACIONAL, S.A.