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Enron Corp.
P.O. Box 1188
Houston, TX 77251-1188
(713) 853-6161

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June 6, 2002

Jeffrey Skilling
10 Briarwood Ct
Houston, TX 77019

Dear Jeff:

As a courtesy, you are being provided with this notice that information concerning your employment with, and payments received from, Enron Corp., its subsidiaries, or affiliates is being disclosed in connection with the Company's bankruptcy. As a result of the bankruptcy of Enron and several of its subsidiaries, the Company will disclose this information to the United States Bankruptcy Court for the Southern District of New York in a filing that will be available to the public.

This filing will include information regarding you and approximately 140 other people in management or director positions with Enron, or any of its affiliates, during the 12-month period prior to the bankruptcy filing. In particular, the disclosed information pertains to all payments, including salary, bonus, or other transfers of value issued to, and stock related transactions involving, certain key employees within the 12 months preceding the bankruptcy filing. Note that this is not a calendar year period. The disclosed amounts generally will range over two separate calendar years (but limited to amounts received during the 12 month period). The disclosure will include your name but not your address. However, if requested by appropriate parties, the Company will have to disclose your address as well.

Enclosed for your files is a copy of the disclosed information as it relates to you, as well as the definitions for the disclosed categories.

Very truly yours,

Robert W. Jones
Managing Director, Human Resources

Enclosure

Endless possibilities.™

ECML000656336

Agreement — Type "B"

(Research and Engineering Personnel should use Agreement — Type "A", Form 00-4742)

This Agreement is signed by me Jeffrey K. Skilling, as a condition and in consideration of my employment by Enron Corp., a Delaware corporation, or, if employed by a Subsidiary, of my employment thereby. This Agreement will continue in force even if I transfer from Enron Corp. to a Subsidiary, or vice versa, or from one Subsidiary to another. "Subsidiary" means any corporation fifty percent or more of the voting capital stock of which is owned directly or indirectly by Enron Corp., and "Company" means Enron Corp. or the Subsidiary by which I am employed at the time.

Witnesseth:

Whereas, I am employed or desire to be employed by Company and Company employs or desires to employ me in a capacity in which I may have received or contributed to and/or may receive or contribute to Confidential Information; and

Whereas, the success of Company and its affiliates depends to a substantial extent upon maintaining strict secrecy with respect to the trade secrets and other confidential information relating to the business of Company (*hereinafter individually and collectively referred to as Confidential Information*) and I have acquired or had access to or may acquire or have access to Confidential Information of Company during the course of my employment; and

Whereas, Company wishes that I be bound by a contract requiring me not to make any unauthorized disclosures of Company Confidential Information and I agree to be so bound.

Now, Therefore, in consideration of such employment or the continuation of same, and of the salary or wages paid me in the course of such employment, Company and I do agree:

1. In this Agreement, the following shall have the meanings shown:

(a) "Confidential Information" means information or data disclosed to me or known by me as a consequence of or through my employment by Company (*including information conceived, originated, discovered or developed by me*), not generally known in the relevant trade or industry and not freely available to persons not employed by Company, about Company's products, processes, and business operating procedures, or those of any organizations affiliated with Company or to whom Company is bound by contract, including trade secrets and information relating to research, development, inventions, services, manufacture, equipment, purchasing, exploration, distribution, marketing, customer lists, financial data, and engineering, including but not limited to _____

(b) "Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to, products, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto, relating to any present or prospective activities of Company, or any organization with which it is affiliated, with which activities I am acquainted as a result or consequence of my employment by Company.

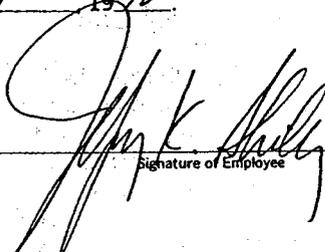
2. I agree to protect, not to disclose at any time, either during or subsequent to my employment by Company, directly or indirectly, to anyone not an officer or employee of Company, and not to use at any time, either during or subsequent to said employment, except in the course thereof, any Confidential Information (*whether or not developed by me*) unless the written consent of Company is first secured. I further agree that every document, notation, record, drawing and the like which contains Confidential Information which I make or acquire during my employment by Company is and shall be the sole and exclusive property of Company and that I will deliver same (*and every copy, abstract or reproduction of same which I make or acquire*) to Company at its request, and, in any event, immediately upon the termination of my employment by Company.

3. I agree to disclose promptly and fully to Company all Inventions which I make or conceive, whether or not during my hours of employment or with the use of Company facilities, materials, or personnel, and to assign (*and I do hereby assign*) without further compensation to Company all my rights to such Inventions and to any patents granted upon such Inventions.

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4. Company shall have the royalty-free right to use in its business, and to use, make and sell products, processes, and/or services derived from any inventions, discoveries, concepts and ideas, whether or not patentable, including but not limited to products, processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto, which are not within the scope of Inventions as hereinabove defined but which are conceived or made by me during the hours which I am employed by Company or with the use or assistance of Company facilities materials, or personnel.
5. I agree not to disclose to Company or use during my employment by Company any trade secrets or proprietary information not freely available to the public which are the property of any of my former employers.
6. I agree that during my employment by Company, I will undertake no planning for or organization of or participation in any business activity competitive with the work I perform or with the profit unit I work for as an employee of Company, and that I will not combine or conspire with other employees of Company for the purpose of planning for or organization of or participation in any such business activity.
7. The terms and provisions of this Agreement shall be binding upon my heirs, executors, administrators or other legal representatives or assigns and shall inure to the benefit of Company, its successors and assigns, it being understood that Company may assign this Agreement, either in its entirety or severally, from time to time.
8. This Agreement shall not terminate by reason of the termination of my employment nor may it be modified, released, or abandoned, except by written instrument properly executed by both Company and myself.

In Witness Whereof, I have signed this Agreement this 2 day of August 1990



Signature of Employee

Witness 



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CONFIDENTIAL

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ENRON CORP	Employee Credited Service Dates Employee Benefit Plans	ORGANIZATION/COMPANY NAME NNG		ORGANIZATION/COMPANY ID NO. 1-179
		EFFECTIVE DATE 08/01/90	EMPLOYEE NAME SKILLING JEFFREY K.	
		LAST ACTION (S)	DEPARTMENT NAME/ADDRESS	
		SOCIAL SECURITY NUMBER [REDACTED]		

NON-QUALIFIED BENEFIT PLANS

Employee is eligible to enroll in the following benefit plans:

(Screen 001)	ELIGIBILITY		CREDITED SERVICE DATES
	YES	NO	
Health Insurance Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Dental Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Life Insurance Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Accidental Death & Dismemberment Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Flexible Spending Accounts	<input type="checkbox"/>	<input type="checkbox"/>	
Short-Term Disability/LTD	<input type="checkbox"/>	<input type="checkbox"/>	
Payroll Savings Stock Purchase Plan	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u> / <u> </u> / <u> </u>
Vacation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	08/01/85*
Safety/Last Accident Date			<u> </u> / <u> </u> / <u> </u>
Service Award Date			<u> </u> / <u> </u> / <u> </u>
Acquisition Date			<u> </u> / <u> </u> / <u> </u>

QUALIFIED BENEFIT PLANS

(Screen 002)	ELIGIBILITY		CREDITED SERVICE DATES
	YES	NO	
Employee Stock Ownership Plan (ESOP)	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u> / <u> </u> / <u> </u>
Enron Corp Retirement Plan	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u> / <u> </u> / <u> </u>
Enron Corp Savings Plan (ECSP)	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u> / <u> </u> / <u> </u>

APPROVALS

SIGNATURE	DATE
<i>Linda Lannon</i>	<i>9/5/90</i>

ENTERED BY:	SECTION BELOW FOR BENEFITS ACCOUNTING USE ONLY		DATE:	VERIFIED BY:

Form 000-303 (1/89) RETURN TO BENEFITS ACCOUNTING DEPARTMENT, P. O. BOX 1188, HOUSTON, TX 77251-1188

** per employment agreement -*

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PERSONNEL ACTION

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