

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D/A  
Under the Securities Exchange Act of 1934  
(Amendment No. 3)

QUANTA SERVICES, INC.  
(Name of Issuer)

COMMON STOCK, \$.00001 PAR VALUE  
(Title of Class of Securities)

(CUSIP Number)  
74762E 10 2

Julia Murray  
General Counsel-Finance  
Enron North America Corp.  
1400 Smith Street  
Houston, Texas 77002  
(713) 853-6161

(Name, Address and Telephone Number  
of Person Authorized to Receive Notices  
and Communications)

December 21, 1999  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G  
to report this acquisition that is the subject of this Schedule 13D,  
and is filing this Schedule because of Rule 13d-1(e),  
Rule 13d-1(f) or Rule 13d-1(g), check the following box: [ ]

The information required on the remainder of this cover page  
shall not be deemed to be "filed" for the purpose of Section 18 of the  
Securities Exchange Act of 1934 ("Act") or otherwise  
subject to the liabilities of that section of the Act but  
shall be subject to all other provisions of the Act.

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CUSIP NO.: 74762E 10 2

SCHEDULE 13D

<TABLE>

<S> <C>

1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER
	Enron North America Corp. (formerly Enron Capital & Trade Resources Corp.)
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [ ] (b) [ X ]
3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) [ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware

7	SOLE VOTING POWER 0
8	SHARED VOTING POWER 2,691,818*
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 2,691,818*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,691,818*
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES [     ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%**
14	TYPE OF REPORTING PERSON CO

</TABLE>

\* Represents shares of Common Stock issuable upon conversion of US \$37,012,500 principal amount of 6 7/8% Convertible Promissory Notes due 2010 by the conversion price of US \$13.75.

\*\* Based on information provided in the Issuer's Form 10-Q filed November 11, 1999 with respect to the number of then-outstanding shares of Common Stock.

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CUSIP NO.: 74762E 10 2  
-----

SCHEDULE 13D

<TABLE>	
<S>                      <C>	
1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER  ECT Merchant Investments Corp.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [     ] (b) [ X ]
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  [     ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware
7	SOLE VOTING POWER 0
8	SHARED VOTING POWER  0
9	SOLE DISPOSITIVE POWER  0

10	SHARED DISPOSITIVE POWER
	0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	0
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [   ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	0%
14	TYPE OF REPORTING PERSON
	CO

</TABLE>

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CUSIP NO.: 74762E 10 2  
-----

SCHEDULE 13D

<TABLE>

<S>	<C>
1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER
	Enron Corp.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [   ] (b) [ X ]
3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) [   ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oregon
7	SOLE VOTING POWER 0
8	SHARED VOTING POWER 3,589,090*
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 3,589,090*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,589,090*
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [   ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.7%**
14	TYPE OF REPORTING PERSON

&lt;/TABLE&gt;

\* Represents shares of Common Stock issuable upon conversion of US \$49,350,000 principal amount of 6 7/8% Convertible Promissory Notes due 2010 by the conversion price of US \$13.75.

\*\* Based on information provided in the Issuer's Form 10-Q filed November 11, 1999 with respect to the number of then-outstanding shares of Common Stock.

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CUSIP NO.: 74762E 10 2  
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## SCHEDULE 13D

&lt;TABLE&gt;

&lt;S&gt; &lt;C&gt;

1	NAME OF REPORTING PERSON; S.S. OR IRS IDENTIFICATION NUMBER
	Joint Energy Development Investments II Limited Partnership
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
7	SOLE VOTING POWER 0
8	SHARED VOTING POWER 2,691,818*
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 2,691,818*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,691,818*
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%**
14	TYPE OF REPORTING PERSON PN

&lt;/TABLE&gt;

\* Represents shares of Common Stock issuable upon conversion of US \$37,012,500 principal amount of 6 7/8% Convertible Promissory Notes due 2010 by the conversion price of US \$13.75.

\*\* Based on information provided in the Issuer's Form 10-Q filed November 11, 1999 with respect to the number of then-outstanding shares of Common Stock.

AMENDMENT NO. 3 TO  
STATEMENT ON SCHEDULE 13D

Introductory Note: This Amendment No. 3 to Statement on Schedule 13D is being filed by Enron Corp., an Oregon corporation ("Enron"), Enron North America Corp., a Delaware corporation ("ENA"), formerly known as Enron Capital & Trade Resources Corp., ECT Merchant Investments Corp., a Delaware corporation ("EMIC"), and Joint Energy Development Investments II Limited Partnership, a Delaware limited partnership ("JEDI II"), which are collectively referred to as the "Reporting Entities." All information herein with respect to Quanta Services, Inc., a Delaware corporation (the "Issuer"), and the common stock, par value \$.00001 per share of the Issuer ("Common Stock") is presented to the knowledge and belief of the Reporting Entities. Capitalized terms used and not defined in this Amendment No. 3 to Statement on Schedule 13D have the meanings set forth in the Schedule 13D, as amended. The joint Schedule 13D of Enron, ENA and JEDI II filed October 9, 1998, as amended by a Schedule 13D/A of Enron, ENA, EMIC and JEDI II filed January 12, 1999, as amended by a Schedule 13D/A of Enron, ENA, EMIC and JEDI II filed October 12, 1999, is further amended as follows:

ITEM 2. IDENTITY AND BACKGROUND.

The Schedules attached hereto set forth certain new information with respect to the officers and directors of Enron, ENA and Enron Capital II Corp. The filing of this statement on Schedule 13D/A shall not be construed as an admission that any Reporting Person or any person listed on the Schedules hereto is, for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, the beneficial owner of any securities covered by this statement.

None of the Reporting Entities nor, to their knowledge, any person listed on the Schedules hereto, has been, during the last five years (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, U.S. federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS AND OTHER CONSIDERATION; ITEM 4. PURPOSE OF TRANSACTION; ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

EMIC held a Convertible Promissory Note due 2010 dated October 5, 1998 issued by the Issuer in the original principal amount of Twelve Million Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$12,337,500) (the "EMIC Note"; together with a note of like tenor and description in the amount of \$37,012,500 held by JEDI II, the "Convertible Notes"). On December 21, 1999, EMIC transferred its entire interest in the EMIC Note to ENA, and ENA immediately thereafter transferred the same to SE Thunderbird L.P. ("Thunderbird") in a private placement (the "Transaction"). Thunderbird funded the \$25,136,826.59 purchase price for this investment from its working capital.

In connection with that transfer, ENA transferred to Thunderbird certain rights under both (a) the Registration Rights Agreement dated as of September 29, 1998 among the Issuer, JEDI-II, and ENA and (b) the Securities Purchase Agreement dated as of September 29, 1998 among the same parties (the "Securities Purchase Agreement"), each as amended, reserving for itself the preemptive rights and director nomination rights described in Sections 2.06 and 6.07 of the Securities Purchase Agreement.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) Because Enron, pursuant to its indirect control over the voting securities of Thunderbird, may be deemed to have voting power and dispositive power over the EMIC Note and the Common Stock issuable pursuant thereto, the Transaction accomplished no change in the nature or amount of its beneficial ownership, voting power or dispositive power with respect to the securities of the Issuer.

(b) As a result of the Transaction effected December 21, 1999, EMIC disposed of its voting power, dispositive power, and beneficial ownership with respect to the securities of the Issuer. Since EMIC is no longer the beneficial owner of more than five percent of the Common Stock and has filed this statement, it is no longer subject to filing obligations under Section 13 of the Securities Exchange Act of 1934 with respect to the securities of the Issuer.

(c) As a result of the Transaction, ENA may be deemed to share voting power, dispositive power, and beneficial ownership with respect to the securities of the Issuer held by JEDI II, as described below. In addition, ENA shares certain director nomination rights under the Securities Purchase Agreement with JEDI II which do not entitle either JEDI II or ENA to vote shares for the election of directors.

If the Convertible Notes were converted in full by Thunderbird and JEDI II, the 897,272 and 2,691,818 shares of Common Stock issuable upon such conversions, respectively, would represent approximately 2.6% and 7.4%, of the Issuer's outstanding Common Stock and Limited Vote Common Stock. Upon conversion, such 3,589,090 shares would represent in the aggregate approximately 9.7% of the Issuer's outstanding Common Stock. The foregoing percentage ownership calculations are calculated in accordance with Rule 13(d)3(d)(1)(i)(D) and assume that 33,557,271 shares of Common Stock are actually outstanding, as reported as of November 11, 1999 by the Issuer on its Form 10-Q filed November 15, 1999, as well as all shares issuable upon conversion of the relevant Convertible Notes.

Enron may be deemed to beneficially own the shares of Common Stock issuable upon conversion of the Convertible Notes held by both Thunderbird and JEDI II, and ENA may be deemed to beneficially own the shares of Common Stock issuable upon conversion of the Convertible Notes held by JEDI II; however, Enron and ENA each disclaim beneficial ownership over such securities. Further, Thunderbird has disclaimed beneficial ownership over the shares of Common Stock issuable upon conversion of the Convertible Note held by JEDI II, and JEDI II disclaims beneficial ownership over the shares of Common Stock issuable upon conversion of the Convertible Note held by Thunderbird.

Enron and Thunderbird may be deemed to share voting and dispositive power over the shares of Common Stock issuable upon conversion of the Convertible Note held by Thunderbird. Enron, ENA and JEDI II may be deemed to share voting and dispositive power over the shares of Common Stock issuable upon conversion of the Convertible Note held by JEDI II. The filing of this statement on Schedule 13D/A shall not be construed as an admission that Enron, ENA, JEDI II or any person listed on the Schedules hereto is, for the purposes of Section 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this statement. Other than the transactions described herein, none of the Reporting Entities, nor to their knowledge any of the persons named in the Schedules hereto, has effected any transaction in the Common Stock during the preceding sixty days.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- (i) Purchase and Sale Agreement dated as of December 21, 1999
- (ii) Partial Assignment and Assumption Agreement dated as of December 21, 1999

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: January 12, 2000

JOINT ENERGY DEVELOPMENT INVESTMENTS  
II LIMITED PARTNERSHIP

By: Enron Capital Management II Limited  
Partnership, its General Partner

By: Enron Capital II Corp., its general  
partner

By: /s/ JULIA HEINTZ MURRAY

Name: Julia Heintz Murray

Title: Vice President

Date: January 12, 2000

ENRON NORTH AMERICA CORP.

By: /s/ ROBERT GREEN

Name: Robert Green

Title: Vice President

Date: January 12, 2000

ENRON CORP.

By: /s/ ANGUS H. DAVIS

Name: Angus H. Davis

Title: Vice President

Date: January 12, 2000

ECT MERCHANT INVESTMENTS CORP.

By: /S/ ROBERT GREEN

Name: Robert Green

Title: Vice President

# SCHEDULE I

## DIRECTORS AND EXECUTIVE OFFICERS ENRON NORTH AMERICA CORP.

<TABLE>

<CAPTION>

Name and Business Address

Citizenship

Position and Occupation

<S>

<C>

<C>

Each of the following person's  
business address is 1400 Smith  
Street, Houston, TX 77002

J. Clifford Baxter	U.S.A.	Director; Chairman of the Board, Chief Executive Officer and Managing Director
Lawrence G. Whalley	U.S.A.	Director; President and Chief Operating Officer
Mark E. Haedicke	U.S.A.	Director; Managing Director and General Counsel
Philippe A. Bibi	U.S.A.	Managing Director
W. Craig Childers	U.S.A.	Managing Director
David W. Delainey	U.S.A.	Managing Director
Richard G. DiMichele	U.S.A.	Managing Director
Jay L. Fitzgerald	U.S.A.	Managing Director
Michael J. Kopper	U.S.A.	Managing Director
John J. Lavorato	U.S.A.	Managing Director
Danny J. McCarty	U.S.A.	Managing Director
Michael McConnell	U.S.A.	Managing Director
J. Kevin McConville	U.S.A.	Managing Director
Jere C. Overdyke, Jr.	U.S.A.	Managing Director
Gregory F. Piper	U.S.A.	Managing Director
Brian L. Redmond	U.S.A.	Managing Director
Jeffrey A. Shankman	U.S.A.	Managing Director
John R. Sherriff	U.S.A.	Managing Director
Colleen Sullivan-Shaklovitz	U.S.A.	Managing Director
Kevin P. Hannon	U.S.A.	Managing Director

</TABLE>

DIRECTORS AND EXECUTIVE OFFICERS  
ENRON CORP.

<TABLE>

<CAPTION>

Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S>	<C>	<C>
Robert A. Belfer Belco Oil & Gas Corp. 767 Fifth Avenue, 46th Fl. New York, NY 10153	U.S.A.	Director; Chairman, President and Chief Executive Officer, Belco Oil & Gas Corp.
Norman P. Blake, Jr. Promus Hotel Corp. 705 Crossover Lane Memphis, TN 38117-4900	U.S.A.	Director; Chairman, President & CEO of Promus Hotel Corporation
Ronnie C. Chan Hang Lung Development Company Limited 28/F, Standard Chartered Bank Building 4 Des Vouex Road Central Hong Kong	U.S.A.	Director; Chairman of Hang Lung Development Group
John H. Duncan 5851 San Felipe, Suite 850 Houston, TX 77057	U.S.A.	Director; Investments
Paulo V. Ferraz Perairo Meridional Financial Group Av. Rio Branco, 138-15th andar 20057-900 Rio de Janeiro - RJ Brazil	Brazil	Director; President and Chief Executive Officer of Meridional Financial Group
Joe H. Foy Bracewell & Patterson, L.L.P. 2900 South Tower Pennzoil Place 711 Louisiana Houston, TX 77002	U.S.A.	Director; Retired Senior Partner, Bracewell & Patterson, L.L.P.
Wendy L. Gramm P. O. Box 39134 Washington, D.C. 20016	U.S.A.	Director; Former Chairman, U.S. Commodity Futures Trading Commission
Ken L. Harrison 121 S. W. Salmon Street Portland, OR 97204	U.S.A.	Director; Chairman and Chief Executive Officer, Portland General Electric Company
Robert K. Jaedicke Graduate School of Business Stanford University Stanford, CA 94305	U.S.A.	Director; Professor (Emeritus), Graduate School of Business Stanford University

</TABLE>

<TABLE>

<CAPTION>

Name and Business Address -----	Citizenship -----	Position and Occupation -----
<S>	<C>	<C>
Charles A. LeMaistre P.O. Box 15247 San Antonio, TX 78212	U.S.A.	Director; President (Emeritus), University of Texas M.D. Anderson Cancer Center
John Mendelsohn University of Texas M.D. Anderson Cancer Center 1515 Holcombe	U.S.A.	Director; President, University of Texas M.D. Anderson Cancer Center



Houston, TX 77030

Jerome J. Meyer  
26600 S.W. Parkway  
Building 63; P. O. Box 1000  
Wilsonville, OR 97070-1000

U.S.A.

Director; Chairman and Chief Executive Officer,  
Tektronix, Inc.

Frank Savage  
1345 Avenue of the Americas  
39th Floor  
New York, New York 10105

U.S.A

Director; Chairman, Alliance Capital Management  
International

John A. Urquhart  
John A. Urquhart Assoc.  
111 Beach Road  
Fairfield, CT 06430

U.S.A.

Director; Senior Advisor to the Chairman of Enron  
Corp.; President, John A. Urquhart Associates

John Wakeham  
1 Salisbury Square  
London EC4Y 8JB  
United Kingdom

U.K.

Director; Former U.K. Secretary of State for Energy  
and Leader of the Houses of Commons and Lords

Herbert S. Winokur, Jr.  
Capricorn Management, G.P.  
30 East Elm Ct.  
Greenwich, CT 06830

U.S.A.

Director; President, Winokur & Associates, Inc.

Kenneth L. Lay  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Director; Chairman and Chief Executive Officer

J. Clifford Baxter  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Chairman of the Board, Chief Executive Officer  
and Managing Director, Enron North America Corp.

Richard B. Buy  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Executive Vice President and Chief Risk Officer

Richard A. Causey  
1400 Smith Street  
Houston, TX 77002  
</TABLE>

U.S.A.

Executive Vice President and Chief Accounting  
Officer

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<TABLE>

<CAPTION>

Name and Business Address  
-----  
<S>  
James V. Derrick, Jr.  
1400 Smith Street  
Houston, TX 77002

Citizenship  
-----  
<C>

Position and Occupation  
-----  
<C>

U.S.A.

Executive Vice President and General Counsel

Andrew S. Fastow  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Executive Vice President and Chief Financial Officer

Mark A. Frevert  
1400 Smith Street  
Houston, TX 77002

U.S.A.

President and Chief Executive Officer, Enron Europe,  
Ltd.

Stanley C. Horton  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Chairman and Chief Executive Officer, Enron Gas  
Pipeline Group

Rebecca P. Mark  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Director; Chairman, and Chief Executive Officer, Azurix Corp.

J. Mark Metts  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Executive Vice President, Corporate Development

Lou L. Pai  
1400 Smith Street  
Houston, TX 77002

U.S.A.

Chairman, President and Chief Executive Officer,  
Enron Energy Services, Inc.

Kenneth D. Rice  
1400 Smith Street

U.S.A.

Co-Chairman and Co-Chief Executive Officer and President,  
Enron Communications Inc.

Houston, TX 77002

Jeffrey K. Skilling  
1400 Smith Street  
Houston, TX 77002

U.S.A. Director; President and Chief Operating Officer, Enron Corp.

Joseph W. Sutton  
1400 Smith Street  
Houston, TX 77002

U.S.A. Vice Chairman, Enron Corp.

</TABLE>

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SCHEDULE III

DIRECTORS AND EXECUTIVE OFFICERS  
ENRON CAPITAL II CORP.

<TABLE>

<CAPTION>

Name and Business Address  
- - - - -

Citizenship  
- - - - -

Position and Occupation  
- - - - -

<S>

<C>

<C>

Each of the following  
persons' business address  
is 1400 Smith Street,  
Houston, TX 77002

James V. Derrick, Jr.  
Enron Corp.

U.S.A.

Director; Executive Vice President and General Counsel of

Mark E. Haedicke

U.S.A.

Managing Director and General Counsel

J. Clifford Baxter  
Director

U.S.A.

Director; Chairman, Chief Executive Officer and Managing

Lawrence G. Whalley

U.S.A.

Director; President and Managing Director

Richard B. Buy

U.S.A.

Managing Director

Andrew S. Fastow

U.S.A.

Managing Director

Michael J. Kopper

U.S.A.

Managing Director

Jeffrey McMahon

U.S.A.

Managing Director, Finance and Treasurer

</TABLE>

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SCHEDULE IV

DIRECTORS AND EXECUTIVE OFFICERS  
ECT MERCHANT INVESTMENTS CORP.

Name and Business Address  
- - - - -

Citizenship  
- - - - -

Position and Occupation  
- - - - -

Each of the following  
persons' business address  
is 1400 Smith Street,  
Houston, TX 77002

J. Clifford Baxter

U.S.A.

Director; Chairman, Chief  
Executive Officer and  
Managing Director

James V. Derrick, Jr.

U.S.A.

Director

Lawrence G. Whalley

U.S.A.

Director; President and  
Managing Director

W. Craig Childers

U.S.A.

Managing Director

Mark E. Haedicke

U.S.A.

Managing Director and

		General Counsel
J. Kevin McConville	U.S.A.	Managing Director
Jeffrey McMahon	U.S.A.	Managing Director, Finance and Treasurer
Gregory F. Piper	U.S.A.	Managing Director

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# INDEX TO EXHIBITS

<TABLE> <CAPTION>	
EXHIBIT NUMBER -----	DESCRIPTION -----
<S>	<C>
(i)	Purchase and Sale Agreement dated as of December 21, 1999
(ii)	Partial Assignment and Assumption Agreement dated as of December 21, 1999
</TABLE>	

[Execution Version]

PURCHASE AND SALE AGREEMENT

DATED AS OF DECEMBER 21, 1999

BETWEEN

SE THUNDERBIRD L.P.  
AS PURCHASER

AND

ENRON NORTH AMERICA CORP.

AS SELLER

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of December 21, 1999 and is by and among SE THUNDERBIRD L.P., a Delaware limited partnership (the "Purchaser"), and ENRON NORTH AMERICA CORP., a Delaware corporation (the "Seller").

R E C I T A L S:

A. The Seller owns the Kafus Shares and the Quanta Convertible Note, both as defined below, and certain rights associated therewith.

B. Subject to the terms and conditions of this Agreement and in exchange for the consideration set forth herein, the Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, such assets.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

ARTICLE 1.  
DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the following capitalized terms used in this Agreement shall have the following meanings:

"Affiliate" means any other Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person.

"Ancillary Agreements" means the agreements and instruments to be delivered pursuant to Section 2.1(a) of this Agreement.

"Disputed Claims" is defined in Section 6.7(a).

"Kafus" means Kafus Industries, Ltd., a British Columbia corporation.

"Kafus Shares" means 1,999,999 shares of common stock, without par value, of Kafus.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust or other unincorporated organization.

"Closing Date" is defined in Section 2.1(a)

"Companies" means Kafus and Quanta.

"Purchase Price" means the aggregate of the purchase prices set forth in Sections 2.1(a)(1) and (2).

"Purchased Assets" means the Kafus Shares and the Quanta Convertible Note, and all rights to be transferred to the Purchaser pursuant to the Ancillary Agreements.

"Purchase Price" means the sum of the amounts payable pursuant to Sections 2.1(a).

"Quanta" means Quanta Services, Inc., a Delaware corporation.

"Quanta Convertible Note" means the Convertible Promissory Note due 2010 dated October 5, 1998 issued by Quanta Services, Inc. to Enron Capital & Trade Resources Corp. in the original principal amount of Twelve Million Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$12,337,500).

"Securities Act" means the Securities Act of 1933, as amended, and all the rules and regulations promulgated thereunder.

## ARTICLE 2.

### CONVEYANCE OF THE PURCHASED ASSETS

Section 2.1 Conveyance of Purchased Assets. On the date first set forth above (the "Closing Date"):

(a) The Seller shall sell, transfer, assign, set over and otherwise convey to the Purchaser, and the Purchaser shall purchase from the Seller, all of the right, title and interest of the Seller in and to the Purchased Assets in exchange for payment, in immediately available funds, of the Purchase Price, as follows.

(1) The Purchaser shall pay to the Seller \$14,999,992.50 in consideration of the Purchased Assets that relate to Kafus, and the Seller shall deliver to the Purchaser (i) the stock certificates representing the Kafus Shares, (ii) a duly executed Partial Assignment and Assumption Agreement in form and substance satisfactory to the parties and (iii) a duly executed Transfer of Shares in form and substance satisfactory to the parties.

(2) The Purchaser shall pay to the Seller \$25,136,826.59 in consideration of the Purchased Assets that relate to the Quanta Convertible Note, and the Seller shall deliver to the Purchaser (i) the Quanta Convertible Note, indorsed over to the Purchaser by the Seller, but without recourse to the Seller and without transfer warranties to the Purchaser (other than those set forth in Section 3.1 hereof), (ii) a duly executed Partial Assignment and Assumption Agreement in form and substance satisfactory to the parties and (iii) a duly executed Allonge to Convertible Promissory Note in form and substance satisfactory to the parties.

-2-

(b) The parties expressly intend that this is an absolute sale of the Purchased Assets and both parties agree to account for the transactions contemplated hereunder in this manner.

(c) Payments for the Purchased Assets shall be made by wire transfer of immediately available federal funds to the following account: ECT- Finance 1400 Smith Street, Houston, Texas 77002-7361, CitiBank NY, NY, Account: 4075-9492, ABA#: 021000089, Tax ID#: 76-0318139.

Section 2.2 Closing. The closing for the sale of the Purchased Assets shall occur at the offices of Bracewell & Patterson, L.L.P., at Pennzoil Place, South Tower, 711 Louisiana Street, Houston, Texas 77002 on the Closing Date or at such other time or place as the Purchaser and the Seller may agree.

Section 2.3 Costs and Expenses. All costs and expenses (including legal fees, professional fees, and other transaction costs) incurred by either party hereto in connection with the transfer and delivery of the Purchased Assets in the manner contemplated herein shall be borne by the party that incurred such costs and/or expenses.

Section 2.4 Payments to Purchaser. The Seller hereby agrees that from and after the Closing Date it shall pay over to the Purchaser, as assignee of the Purchased Assets, all amounts received by the Seller with respect to the Purchased Assets. Any amounts received by the Seller contrary to the preceding sentence shall be received by the Seller in trust for the benefit of the Purchaser and shall be immediately paid by the Seller to and as directed by the Purchaser.

ARTICLE 3.  
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser that as of the Closing Date:

(a) The Seller has taken all steps necessary to transfer all of the Seller's right, title and interest in and to the Purchased Assets to the Purchaser.

(b) Immediately prior to the transfers contemplated by this Agreement, the Seller was the sole owner and holder of the Purchased Assets, free and clear of any and all liens, pledges, charges or security interests of any nature.

(c) The Seller (i) is duly organized, validly existing and in good standing under the laws of Delaware, (ii) has the full right, power and authority to enter into and perform its obligations under this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and (iii) has obtained all requisite company or similar authorizations, consents or approvals applicable to do so.

(d) This Agreement and the Ancillary Agreements have been duly executed and delivered by the Seller and constitute the legal, valid and binding obligations of the Seller enforceable against it in accordance with their terms, except as the enforceability thereof may be limited by any

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applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(e) The outstanding principal balance of the Quanta Convertible Note is \$12,337,500, all interest payments due thereunder have been paid when due and no principal or interest thereunder has been prepaid, forgiven or postponed, and to the knowledge of Seller there exists no material default or event of default thereunder.

(f) Since September 30, 1999, to the knowledge of the Seller there has not occurred any material adverse change or any threatened material adverse change in the business, operations, properties, assets or condition (financial or otherwise) of the Companies, other than those disclosed to the public and those disclosed to the Purchaser in writing prior to the date hereof.

(g) To the knowledge of Seller, no action, suit or proceeding has been commenced against any of the Companies before any court or arbitrator or any governmental body, agency or official except for such action, suit or proceeding that could not reasonably be expected to have a material and adverse effect on the business, operations, properties, assets or condition (financial or otherwise) of such Company.

(h) All material information given by the Seller to the Purchaser in connection with the transactions contemplated by this Agreement was true and correct in all material respects on the date such information was given and on the date hereof.

(i) Any approvals, filings and consents relating to the transfer of the Purchased Assets from the Seller to the Purchaser required to be obtained from or made with any governmental or quasi-governmental agency, entity, or body from whom approval is required under applicable law have been made or obtained.

(j) Assuming that the Purchaser's representations set forth in this Agreement are true and correct, the sale of the Purchased Assets in the manner contemplated by this Agreement by the Seller will be exempt from the registration requirements of the Securities Act by reason of Section 4(2) thereof.

(k) No agent, broker or other Person acting pursuant to authority of the Seller is entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

Except as set forth in this Section 3.1, the Seller makes no representation or warranty whatsoever to the Purchaser concerning the Purchased Assets. Without limiting the generality of the foregoing, the Seller makes no representation or warranty concerning the Companies, their respective assets, financial performance, financial condition, and prospects, or any other matter affecting them.

Section 3.2 Representations and Warranties of the Purchaser. The Purchaser hereby makes the following representations and warranties to the Seller:

(a) The Purchaser is an "accredited investor" within the meaning of Rule 501

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under the Securities Act and is acquiring the Purchased Assets for its own account and not with a view toward their distribution.

(b) The Purchaser is able to bear the economic risk of an investment in the Purchased Assets and can afford to sustain a total loss of such investment and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed investment in the Companies. The Purchaser has had an adequate opportunity to ask questions and receive answers from the officers of the Companies and the Seller concerning all matters relating to the transactions described herein. The Purchaser has asked all questions in the nature described in the preceding sentence, and such questions have been answered to their satisfaction.

(c) The Purchaser is aware of all facts, risks and other matters disclosed in the periodic financial and other reports filed by Quanta with U.S. Securities and Exchange Commission and by Kafus and its subsidiaries with its Canadian equivalent. The Purchaser acknowledges that copies of the same have been made available to it, either directly or through the [www.sedar.com](http://www.sedar.com) and [www.sec.com](http://www.sec.com) website.

(d) The Purchaser is aware that the Kafus Shares and the shares issuable pursuant to the Quanta Convertible Note are restricted securities within the meaning of Rule 144 under the Securities Act and therefore may not be sold, transferred or otherwise disposed of unless they are registered and/or qualified under the Securities Act and applicable state securities laws, or unless an exemption from the registration or qualification requirements is otherwise available.

(e) The Purchaser (i) is duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) has the full right, power and authority to enter into and perform its obligations under this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby, and (iii) has obtained all requisite company and similar authorizations, consents or approvals applicable to do so.

(f) This Agreement and the Ancillary Agreements have been duly executed and delivered by the Purchaser and constitute the legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(g) No agent, broker or other Person acting pursuant to authority of the Purchaser is entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

(h) The Purchaser is not a Prohibited Person within the meaning of the Stockholders and Warrantholders Agreement.

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#### ARTICLE 4. CONDITIONS TO CLOSING

Section 4.1 Condition to the Obligations of Each Party. The obligations of the Purchaser and the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions:

(a) As of the Closing Date, all approvals, filings, waivers and consents relating to the transfer of the Purchased Assets from the Seller to the Purchaser required to be made or obtained pursuant to any applicable documents or agreements shall have been made or obtained.

(b) All actions, proceedings, instruments and documents required to carry out this Agreement or incidental hereto and all other related legal matters shall be reasonably satisfactory to each party and its counsel. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions contemplated herein and no governmental agency or body shall have taken any other action or made any request of the Seller or the Purchaser as a result of which either party deems it inadvisable to proceed with the transactions hereunder.

Section 4.2 Conditions to the Obligations of Purchaser. The

obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following further conditions:

(a) The Seller shall have performed in all material respects all of its obligations under this Agreement required to be performed by it on or prior to the Closing Date.

(b) The representations and warranties of the Seller contained in this Agreement shall be true in all material respects at and as of the Closing Date.

Section 4.3 Conditions to the Obligations of the Seller. The obligation of the Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following further conditions:

(a) The Purchaser shall have performed in all material respects all of its obligations under this Agreement required to be performed by it on or prior to the Closing Date.

(c) The representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects at and as of the Closing Date, as if made at and as of such date.

#### ARTICLE 5. AGREEMENTS

Section 5.1 Conflict of Interests. The parties acknowledge and understand that (a) the Seller and its Affiliates have and may continue to maintain certain investments in the Companies that are different in character from the Purchased Assets and (b) that they have certain rights to appoint directors, participate in the management of the Companies, vote their securities and take other actions

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with respect to such debt and equity investments. The parties further understand that, as result of such investments and rights, the interest of the Seller and its Affiliates on the one hand and of the Purchaser on the other hand may conflict. The parties therefore hereby agree that, except as expressly set forth herein: (i) that the Seller and its Affiliates shall have no duties whatsoever to the Purchaser with respect to their management and control of the Companies (fiduciary or otherwise), (ii) that none of such rights need be exercised on behalf of or for the benefit of the Purchaser, (iii) that the Seller and its Affiliates shall have no duty to disclose information concerning their intentions with respect to their investments or with respect to the Companies and (iv) that the Purchaser hereby waives all conflicts of interest arising from any action or omission by the Seller or any of its Affiliates with respect to such investments and rights.

Section 5.2 Retention of Certain Rights. Except as expressly provided to the contrary in any Ancillary Agreement, the Seller's and its Affiliates' preemptive rights to acquire additional securities of the Companies and to nominate and maintain directors are retained by their holder and shall not be assigned or conveyed to the Purchaser, either pursuant to this Agreement or pursuant to any Ancillary Agreement.

Section 5.3 Limitation of Liability. It is expressly understood and agreed by the parties hereto that, notwithstanding any other term of this Agreement, (i) the Purchaser shall not be permitted to recover punitive, consequential, economic or indirect damages from the Seller, whether by way of indemnification or under any other legal document, causes of action, or theory of recovery, and (ii) the Seller's maximum liability with respect to this Agreement and the Ancillary Agreements shall not exceed the Purchase Price.

#### ARTICLE 6. MISCELLANEOUS

Section 6.1 Notices. All notices, demands and requests that may be given or that are required to be given hereunder shall be sent by United States certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

If to the Seller:

Enron North America Corp.  
1400 Smith Street  
Houston, Texas 77002  
Attn: Donna Lowry

with a copy to:

Enron North America Corp.



1400 Smith Street  
Houston, Texas 77002  
Attn: Julia Heintz Murray

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If to the Purchaser:

SE Thunderbird L.P.  
c/o The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, New Castle County  
Delaware 19801

with a copy to:

SE Thunderbird L.P.  
c/o Enron Corp.  
1400 Smith Street  
Houston, Texas 77002  
Attn: Cynthia Harkness

Section 6.2 Counterparts. For the purpose of facilitating the execution and proving of this Agreement, as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 6.3 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 6.4 Specific Performance. Any party hereto may enforce specific performance of this Agreement.

Section 6.5 Further Assurances. The parties hereto agree to execute and deliver such other instruments and take such other actions as may be necessary to effectuate the purposes and to carry out the terms of this Agreement.

Section 6.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all oral communications and prior writing with respect thereto.

Section 6.7 Arbitration.

(a) Any and all claims, counterclaims, demands, causes of action, disputes, controversies, and other matters in question arising under this Agreement or the alleged breach of any provision hereof (all of which are referred to herein as "Disputed Claims"), whether such Disputed Claims arise at law or in equity, under state or federal law, for damages or any other relief, shall be resolved by binding arbitration in the manner set forth herein.

(b) The validity, construction, and interpretation of this agreement to arbitrate and all procedural aspects of the arbitration conducted pursuant to this agreement to arbitrate and the rules governing the conduct of arbitration (including the time for filing an answer, the time for the filing

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of counter Disputed Claims, the times for amending the pleadings, the specificity of the pleadings, the extent and scope of discovery, the issuance of subpoenas, the time for the designation of experts, whether the arbitration is to be stayed pending resolution of related litigation involving third parties not bound by this Agreement, the receipt of evidence, and the like) shall be decided by the arbitrators. In deciding the substance of the parties' Disputed Claims, the arbitrators shall refer to the substantive laws of the State of Texas for guidance (excluding Texas choice-of-law principles that might call for the application of some other state's law); provided, however, that IT IS EXPRESSLY AGREED THAT NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE ARBITRATORS SHALL HAVE ABSOLUTELY NO AUTHORITY TO AWARD CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFIT), INCIDENTAL, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE UNDER ANY CIRCUMSTANCES REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER TEXAS LAW, THE LAW OF ANY OTHER STATE, OR FEDERAL LAW, OR UNDER THE UNITED STATES ARBITRATION ACT OR UNDER ANY OTHER RULES OF ARBITRATION. The arbitrators shall have the authority to assess the costs and expenses of the arbitration proceeding (including the arbitrators' fees and expenses) against either or both parties. However, each party shall bear its own attorneys fees and the arbitrators shall have no authority to award attorneys fees.

(c) The arbitration proceedings shall be conducted in Houston, Texas by three arbitrators in accordance with the American Arbitration Association Commercial Arbitration Rules. Within 30 days of the notice of initiation of the arbitration procedure, the parties shall select three arbitrators. Each party shall select one person to act as arbitrator and the two arbitrators so selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the identity of the third, within the time set forth herein, the third arbitrator shall be selected by the American Arbitration Association. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, as such Act is modified by this Agreement and judgment upon the award rendered by the arbitrators may be entered by an court having jurisdiction thereof.

(d) All fees of the arbitrators and other administrative charges related to the arbitration shall be borne equally by the parties.

(e) The parties hereby agree that the arbitration proceeding and the arbitrators' award are to remain confidential and none of the parties or their counsel will divulge or discuss, directly or indirectly, in the newspaper, electronic media, or other public or private forum, or with any third parties, the arbitration proceedings and/or the arbitrators' award except: (i) to the extent required by a court of law or any federal, state, or local government, agency or regulatory body or to the extent required to comply with applicable securities laws or stock exchange requirements; (2) to the extent further agreed by the parties hereto; or (3) to the extent necessary under subsection (f) below.

(f) The award of the arbitrators shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

SE THUNDERBIRD L.P.

By: Blue Heron I LLC, its general partner

By: Whitewing Associates L.P., its sole member

By: Whitewing Management LLC, its general partner

By: Egret I LLC, its managing member

ENRON NORTH AMERICA CORP.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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[Execution Version]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT  
(QUANTA SERVICES, INC.)

This Partial Assignment and Assumption Agreement (this "Agreement"), dated as of December 21, 1999 (the "Effective Date"), is between Enron North America Corp., a Delaware corporation (the "Assignor"), and SE Thunderbird L.P., a Delaware limited partnership (the "Assignee") and is delivered pursuant to that certain Purchase and Sale Agreement of even date herewith between Assignee and Assignor (the "Purchase and Sale Agreement").

In the event of a conflict between the terms of this Agreement and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control. Terms capitalized for other than grammatical purposes in this Agreement and not defined herein have the meanings set forth in the Purchase and Sale Agreement, and the following terms shall have the following definitions:

"Registration Rights Agreement" means the Registration Rights Agreement dated as of September 29, 1998 among Quanta, Joint Energy Development Investments II Limited Partnership ("JEDI-II"), and Assignor, as amended by a First Amendment to Securities Purchase Agreement and Registration Rights Agreement, dated as of September 21, 1999, among Quanta, JEDI-II, and ECT Merchant Investments Corp., (the "First Amendment"), as modified by a Letter Agreement dated September 21, 1999 among Quanta, JEDI-II, ECT Merchant Investments Corp., and UtiliCorp United Inc. (the "Letter Agreement"), as the foregoing may have been amended, modified and supplemented from time to time.

"Securities Purchase Agreement" means the Securities Purchase Agreement dated as of September 29, 1998 among Quanta, JEDI-II, and Assignor, as amended by the First Amendment and the Letter Agreement, as the foregoing may have been amended, modified and supplemented from time to time.

PART I  
GRANTING CLAUSE

1. Registration Rights Agreement. For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed and assigned, and does hereby transfer, bargain, convey and assign to Assignee, effective for all purposes as of the Effective Date, the Registration Rights Agreement, including, without limitation, all rights, privileges and obligations related thereto, but only to the extent that the foregoing relate to the Quanta Convertible Note; provided, however, that Assignor's rights and duties with respect to any other debt, equity or other instruments of Quanta held by Assignor shall not be assigned or delegated pursuant to this Agreement.

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2. Securities Purchase Agreement. For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed and assigned, and does hereby transfer, bargain, convey and assign to Assignee, effective for all purposes as of the Effective Date, the Securities Purchase Agreement, including, without limitation, all rights, privileges and obligations related thereto, but only to the extent that the foregoing relate to the Quanta Convertible Note; provided, however, that Assignor's rights and duties with respect to any other debt, equity or other instruments issued by Quanta held by Assignor or JEDI-II shall not be assigned or delegated pursuant to this Agreement; and further provided, that nothing herein shall assign any of Assignor's rights or obligations pursuant to Sections 2.06 and 6.07 of the Securities Purchase Agreement, all of which are retained by Assignor.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the foregoing unto Assignee, its successors and assigns, forever.

PART II  
ASSUMPTION OF OBLIGATIONS BY ASSIGNEE

Assignee has and by these presents does hereby fully assume and agrees to perform and timely discharge from and after the Effective Date all liabilities, duties and obligations of the Assignor that are attributable to the ownership of the foregoing assigned rights, including, without limitation, all liabilities, duties and obligations of the Assignor that arise under the Registration Rights Agreement and the Securities Purchase Agreement. Assignee

agrees to be bound by all of the terms of such agreements.

PART III  
MISCELLANEOUS

3.1 SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3.2 GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, except to the extent that it is mandatory that the law of some other jurisdiction shall apply.

3.4 CAPTIONS. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

3.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature lines follow]

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

SE THUNDERBIRD L.P.

By: Blue Heron I LLC, its general  
partner

By: Whitewing Associates L.P., its sole  
member

By: Whitewing Management LLC, its general  
partner

By: Egret I LLC, its managing member

ENRON NORTH AMERICA CORP.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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