

any other place. Notice of every such meeting, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 106, not less than 21 nor more than 180 days prior to the date fixed for the meeting.

(b) If the Trustee shall have been requested to call a meeting of the Holders of Securities of one or more, or all, series, or any Tranche or Tranches thereof, by the Company or by the Holders of 33% in aggregate principal amount of all of such series and Tranches, considered as one class, for any purpose specified in Section 1301, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have given the notice of such meeting within 21 days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Company or the Holders of Securities of such series and Tranches in the amount above specified, as the case may be, may determine the time and the place in the Borough of Manhattan, The City of New York, or in such other place as shall be determined or approved by the Company, for such meeting and may call such meeting for such purposes by giving notice thereof as provided in Subsection (a) of this Section.

(c) Any meeting of Holders of Securities of one or more, or all, series, or any Tranche or Tranches thereof, shall be valid without notice if the Holders of all Outstanding Securities of such series or Tranches are present in person or by proxy and if representatives of the Company and the Trustee are present, or if notice is waived in writing before or after the meeting by the Holders of all Outstanding Securities of such series, or any Tranche or Tranches thereof, or by such of them as are not present at the meeting in person or by proxy, and by the Company and the Trustee.

SECTION 1303. Persons Entitled to Vote at Meetings.

To be entitled to vote at any meeting of Holders of Securities of one or more, or all, series, or any Tranche or Tranches thereof, a Person shall be (a) a Holder of one or more Outstanding Securities of such series or Tranches, or (b) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Securities of such series or Tranches by such Holder or Holders. The only Persons who shall be entitled to attend any meeting of Holders of Securities of any series or Tranche shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 1304. Quorum; Action.

The Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of the series and Tranches with respect to which a meeting shall have been called as hereinbefore provided, considered as one class, shall constitute a quorum for a meeting of Holders of Securities of such series and Tranches; provided, however, that if any action is to be taken at such meeting which this Indenture expressly provides may be taken by the Holders of a specified percentage, which is less than a majority, in principal amount of the Outstanding Securities of such series and Tranches, considered as one class, the Persons entitled to vote such specified percentage in principal amount of the Outstanding Securities of such series

and Tranches, considered as one class, shall constitute a quorum. In the absence of a quorum within one hour of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such series and Tranches, be dissolved. In any other case the meeting may be adjourned for such period as may be determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for such period as may be determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Except as provided by Section 1305(e), notice of the reconvening of any meeting adjourned for more than 30 days shall be given as provided in Section 1302(a) not less than 10 days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly the percentage, as provided above, of the principal amount of the Outstanding Securities of such series and Tranches which shall constitute a quorum.

Except as limited by Section 1202, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted only by the affirmative vote of the Holders of a majority in aggregate principal amount of the Outstanding Securities of the series and Tranches with respect to which such meeting shall have been called, considered as one class; provided, however, that, except as so limited, any resolution with respect to any action which this Indenture expressly provides may be taken by the Holders of a specified percentage, which is less than a majority, in principal amount of the Outstanding Securities of such series and Tranches, considered as one class, may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Securities of such series and Tranches, considered as one class.

Any resolution passed or decision taken at any meeting of Holders of Securities duly held in accordance with this Section shall be binding on all the Holders of Securities of the series and Tranches with respect to which such meeting shall have been held, whether or not present or represented at the meeting.

SECTION 1305. Attendance at Meetings; Determination of Voting Rights;

Conduct and Adjournment of Meetings.

(a) Attendance at meetings of Holders of Securities may be in person or by proxy; and, to the extent permitted by law, any such proxy shall remain in effect and be binding upon any future Holder of the Securities with respect to which it was given unless and until specifically revoked by the Holder or future Holder of such Securities before being voted.

(b) Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities in regard to proof of the holding of such Securities and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Securities shall be proved in the manner specified in Section 104 and the appointment of any proxy shall

be proved in the manner specified in Section 104. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 104 or other proof.

(c) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 1302(b), in which case the Company or the Holders of Securities of the series and Tranches calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of all series and Tranches represented at the meeting, considered as one class.

(d) At any meeting each Holder or proxy shall be entitled to one vote for each \$1 principal amount of Securities held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security or proxy.

(e) Any meeting duly called pursuant to Section 1302 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of all series and Tranches represented at the meeting, considered as one class; and the meeting may be held as so adjourned without further notice.

SECTION 1306. Counting Votes and Recording Action of Meetings.

The vote upon any resolution submitted to any meeting of Holders shall be by written ballots on which shall be subscribed the signatures of the Holders or of their representatives by proxy and the principal amounts and serial numbers of the Outstanding Securities, of the series and Tranches with respect to which the meeting shall have been called, held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution; and who shall make and file with the secretary of the meeting their verified written reports of all votes cast at the meeting. A record of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was given as provided in Section 1302 and, if applicable, Section 1304. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Company, and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 1307. Action Without Meeting.

In lieu of a vote of Holders at a meeting as hereinbefore contemplated in this Article, any request, demand, authorization, direction, notice, consent, waiver or other action may be made, given or taken by Holders by written instruments as provided in Section 104.

ARTICLE FOURTEEN

Immunity of Incorporators, Shareholders, Members, Officers, Managers and Directors

SECTION 1401. Liability Solely Corporate.

No recourse shall be had for the payment of the principal of or premium, if any, or interest, if any, on any Securities or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under this Indenture, against any incorporator, shareholder, member, limited partner, officer, manager or director, as such, past, present or future of the Company or of any predecessor or successor of the Company (either directly or through the Company or a predecessor or successor of the Company), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Indenture and all the Securities are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any incorporator, shareholder, member, limited partner, officer, manager or director, past, present or future, of the Company or of any predecessor or successor of the Company, either directly or indirectly through the Company or any predecessor or successor of the Company, because of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Securities or to be implied herefrom or therefrom, and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this Indenture and the issuance of the Securities.

ARTICLE FIFTEEN

Series Q Notes

SECTION 1501. Designation of Series Q Notes.

There is hereby created a series of Securities designated "6.50% Series Q Senior Notes due November 15, 2024" (herein sometimes referred to as "Series Q Notes"). The form and terms of the Series Q Notes shall be established in an Officer's Certificate pursuant to Sections 201 and 301.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the day and year first above written.

TXU CORP.

By: /s/ ANTHONY R. HORTON

Name: Anthony Horton

Title: Senior Vice President and Treasurer

THE BANK OF NEW YORK, Trustee

By: /s/ REMO J. REALE

Name: Remo J. Reale

Title: Vice President

THIS DEED OF TRUST IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS, TIMBER, AS-EXTRACTED COLLATERAL AND THE LIKE, ACCOUNTS RESULTING FROM THE SALE OF MINERALS, TIMBER, AS-EXTRACTED COLLATERAL AND THE LIKE, AND GOOD WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL/IMMOVABLE PROPERTY DESCRIBED IN EXHIBITS A, B AND C ATTACHED HERETO. THIS DEED OF TRUST IS TO BE RECORDED IN THE REAL ESTATE RECORDS AND AS A FIXTURES, TIMBER AND AS-EXTRACTED COLLATERAL FILING OF THE COUNTY IN WHICH IS SITUATED ANY OF THE REAL PROPERTY COLLATERAL COVERED HEREBY. ,

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

When Recorded Return To:

TO BE RECORDED IN

Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Attention: Jason B. Myers

COUNTIES, TEXAS

[NAME OF PLANT]

Recorder's Use

**SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

by

[NAME OF EFH GRANTOR], as Grantor

to

FIDELITY NATIONAL TITLE INSURANCE COMPANY, as Trustee

for the benefit of

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent
and Initial Second Priority Representative for the benefit of the Second Lien Secured
Parties, as Beneficiary

Dated as of December __, 2010

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**SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Second Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Deed of Trust") executed to be effective as of December __, 2010, by [NAME OF OWNER OF PLANT AND STATE AND TYPE OF ENTITY] ("Grantor"), having an organizational identification number of _____ and an office at c/o Texas Competitive Electric Holdings Company LLC, Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201, Attention: General Counsel, to FIDELITY NATIONAL TITLE INSURANCE COMPANY, as Trustee ("Trustee"), whose address is c/o Alamo Title Insurance Company, 10010 San Pedro, Suite 440, San Antonio, Texas 78216 (Attention: Stanley Keeton), and its substitutes or successors, for the benefit of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. ("Beneficiary"), as Collateral Agent under and as defined in the hereinafter described Security Agreement and as Initial Second Priority Representative under and as defined in the hereinafter described Intercreditor Agreement, in each case for the benefit of the Second Lien Secured Parties, whose address is c/o Corporate Trust Division, 601 Travis Street – 16th Floor, Houston, Texas 77002 (Attention: TCEH Trustee).

RECITALS

1. TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company ("TCEH"), TCEH FINANCE, INC., a Delaware corporation ("TCEH Finance"), and together with TCEH, the "Issuer"), ENERGY FUTURE COMPETITIVE HOLDINGS COMPANY, a Texas corporation (the "Parent Guarantor"), the Subsidiary Guarantors (as defined in the Indenture (as defined below)), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, have entered into the Indenture dated October 6, 2010, as supplemented by that certain First Supplemental Indenture dated as of October 20, 2010, and that certain Second Supplemental Indenture dated November 15, 2010, (as the same has or may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Indenture") pursuant to which certain of the Second Lien Secured Parties have severally agreed to advance funds to or purchase certain notes from Issuer (together with any such advances or purchases by any other Second Lien Secured Parties under any Additional Second Lien Agreement, the "Extensions of Credit") upon the terms and subject to the conditions set forth therein. This Deed of Trust is being executed and delivered in accordance with Section 11.05(a) of the Indenture.

2. In addition to serving as the Collateral Agent under the Security Agreement, as Trustee under the Indenture and as Initial Second Priority Representative under the Intercreditor Agreement, Beneficiary may also serve as a Second Priority Representative for any additional Second Priority Debt Facility, under and as each of the foregoing terms are defined in the Intercreditor Agreement (as defined below).

3. Certain subsidiaries of TCEH, including Grantor, have agreed to guarantee all of Issuer's obligations under the Indenture in accordance with the terms thereof and may guarantee Additional Second Lien Obligations to the extent permitted by the Indenture and any Additional Second Lien Agreement. Grantor is a Subsidiary Guarantor.

4. Grantor acknowledges that it will derive substantial direct and indirect benefit from the Extensions of Credit and has agreed to secure its obligations with respect thereto pursuant to this Deed of Trust.

AGREEMENT

In consideration of the premises and to induce each present or future Second Lien Secured Party to make their respective Extensions of Credit, Grantor hereby agrees with Beneficiary, for the ratable benefit of the Second Lien Secured Parties, as follows:

1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Additional Second Lien Agreement" has the meaning given to it in the Security Agreement.

"Additional Second Lien Obligations" has the meaning given to it in the Security Agreement.

"Excluded Property" means Excluded Property, Excluded Lease Rights (each as defined in the Security Agreement) and other personal property to the extent (and only to the extent) excluded from the grant of the security interest pursuant to the proviso at the end of Section 2(a) of the Security Agreement or excluded in the definitions of the items constituting "Collateral" under the Security Agreement.

"Intercreditor Agreement" means that certain Second Lien Intercreditor Agreement, dated as of October 6, 2010, as supplemented by that certain Representative Supplement No. 1 dated as of October 20, 2010 (as has been and may be amended, amended and restated, supplemented or otherwise modified from time to time), among Citibank, N.A., as first lien administrative agent and collateral agent, The Bank of New York Mellon Trust Company, N.A., as the Initial Second Priority Representative (as defined therein), Grantor and such other parties as may from time to time become party thereto.

"Material Adverse Effect" shall mean any circumstances or conditions affecting the business, assets, operations, properties or financial condition of the Issuer and its Subsidiaries, taken as a whole, that would, individually or in the aggregate, materially adversely affect (a) the ability of the Issuer and the Guarantors, taken as a whole, to perform their payment obligations under any Second Lien Security Documents or (b) the rights and remedies of Beneficiary and any Second Lien Secured Party under any Second Lien Security Documents.

"Mortgaged Property" means: (1) the real property described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Grantor (the "Land"); (2) the tenant's or lessee's interests (the "Leaschold Estate") created by any lease or sublease (as amended to date and as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Deed of Trust, the "Mortgaged Leases"), described in Exhibit B, which Exhibit B describes the properties demised under each such Mortgaged Lease (the "Mortgaged Leased Land"); (3) all buildings, structures and other

improvements, now or at any time situated, placed or constructed upon the Land, and all of Grantor's interests in any buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Mortgaged Leased Land or the Easement Land (but in each case excluding any portion thereof (the "Unbundled Exception Portion") conveyed to TXU Electric Delivery Company [or *TXU Mining Company*] in Special Warranty Deed dated effective as of January 1, 2002 conveying the Land to TXU Generation Company LP, together with any greater estate therein as hereafter may be acquired by Grantor (the "Improvements"). (4) all goods that constitute fixtures under the UCC that are installed in or attached to the Land, the Mortgaged Leased Land, the Easement Land or the Improvements (the "Fixtures"); (5) Grantor's interest in any and all now existing or hereafter acquired easements and rights-of-way, including, without limitation, those described in Exhibit C hereto (as amended to date and as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Deed of Trust, the "Easement Rights"), with the real property interest covered thereby, including, without limitation, those described in Exhibit C being herein called the "Easement Land"; (6) Grantor's interest in, to and under all now existing or hereafter acquired certificates of adjudication, water rights permits, water rights agreements and similar agreements, including, without limitation, those described in Exhibit D (as amended to date and as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Deed of Trust, the "Water Rights"); (7) Grantor's interest in, to and under all, whether now existing or hereafter acquired, leases, subleases, licenses, concessions, occupancy agreements or other agreements which grant to a Person other than Grantor a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (as amended to date and as amended, amended and restated, supplemented, renewed or otherwise modified from time to time in accordance with the provisions of this Deed of Trust, the "Leases"); (8) Grantor's interest in and to all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Grantor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (in each case whether now existing or hereafter acquired, the "Rents"); (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land, the Mortgaged Leased Land, the Easement Land or any part thereof, in each case whether now or hereafter existing; (10) Grantor's interest in and to all timber to be cut and mineral, coal, lignite, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property; (11) any awards, remunerations, reimbursements, settlements or compensation heretofore made to Grantor or hereafter to be made to Grantor by any governmental authority pertaining to the Land, Improvements or Fixtures; and (12) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof. The term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above items or any interest therein. The Mortgaged Property does not include any Excluded Property.

"Obligations" means the Second Lien Obligations as defined in the Security Agreement.

"Owned Land" means the portion of the Land fee simple title to which is owned by Grantor.

"Permitted Liens" means: (1) Permitted Liens as defined in the Indenture, (2) in any event, any title exceptions shown in the mortgagee policy of title insurance issued or to be issued by Fidelity National Title Insurance Company to Beneficiary with respect to the Mortgaged Property in accordance with Section 11.05(b) of the Indenture (the "Title Policy"), and (3) in any event, any First Lien Obligations.

"Real Estate" means the Owned Land, the Mortgaged Leased Land, the Easement Land and the Improvements and Fixtures located thereon.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees and advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"Second Lien Security Documents" means the Indenture, any Additional Second Lien Agreement, and any of the Security Documents.

"Second Lien Secured Parties" has the meaning given to it in the Security Agreement.

"Security Agreement" means that Second Lien Security Agreement dated as of October 6, 2010, among Issuer, Grantor, the Subsidiary Grantors (as defined therein) party thereto, and the Bank of New York Mellon Trust Company, N.A. as Beneficiary and the Initial Second Priority Representative (as defined in the Intercreditor Agreement).

"UCC" means the Uniform Commercial Code as in effect in the State of Texas, as amended from time to time.

"Warranty Property" means: (i) the Land described in Exhibit A (the "Warranty Land"); (ii) the Leasehold Estate described in Exhibit B (the "Warranty Leasehold Estate"); (iii) the Easement Rights described in Exhibit C (the "Warranty Easement Rights"); (iv) all buildings, structures and other improvements now located on the Warranty Land, excluding the Unbundling Exception Portion (the "Warranty Fee Improvements"); (v) the buildings, structures and other improvements now located on the Mortgaged Leased Land, excluding the reversionary interest therein of the landlord of the Mortgaged Lease or its successor in interest as owner of the Mortgaged Leased Land (the "Warranty Leasehold Improvements"); (vi) the buildings, structures and other improvements now located on the Easement Land, excluding the reversionary interest therein of the grantor of the Easement Rights or its successor in interest as owner of the Easement Land (the "Warranty Easement Improvements"); (vii) all goods that constitute fixtures under the UCC that are now installed in or attached to the Warranty Land, the Mortgaged Leased Land, the Easement Land or the Improvements, subject to the exclusions in clauses (iv), (v) and (vi) of this definition (the "Warranty Fixtures"); and (viii) the Water Rights derived from each certificate of adjudication described in Exhibit D (the "Warranty Water Rights").

In addition:

(a) All capitalized terms used in this Deed of Trust but not defined herein shall have the meanings given to them in the Indenture;

(b) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust, and Section, subsection and Schedule references are to this Deed of Trust unless otherwise specified;

(c) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and

(d) Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary or any successor collateral agent for the Second Lien Secured Parties," (or such other capacities under any Additional Second Lien Agreement and any successors to such other capacities), the word "Trustee" shall mean "Trustee and any successor trustee hereunder," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience of reference only and in no way limit or amplify the provisions hereof.

2. GRANT

For the ratable benefit of the Second Lien Secured Parties and to secure the full and timely payment and performance of the Obligations, Grantor MORTGAGES, GRANTS, BARGAINS, SELLS and CONVEYS, to Trustee, IN TRUST, WITH POWER OF SALE, the Mortgaged Property, subject, however, only to Permitted Liens: TO HAVE AND TO HOLD the Mortgaged Property together with the rights, privileges and appurtenances thereto belonging to Trustee and to its substitutes or successors, forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject to Permitted Liens, unto Trustee and to its substitutes or successors against the claim or claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee and/or Beneficiary, their respective successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed, provided, however, that the condition of this Deed of Trust is such that if the Obligations are fully paid and performed in accordance with the provisions of the Second Lien Security Documents, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

The liens and security interests created by this Deed of Trust shall be, until such time as all First Lien Obligations have been satisfied in full, a second priority lien (subject to Permitted Liens), subordinate in all respects (including the exercise of remedies with respect to the Mortgaged Property covered hereby) to the prior lien of the applicable mortgage encumbering the Mortgage Property and securing the First Lien Obligations on and subject to the terms and conditions set forth in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted hereunder and the exercise of any rights or remedies by Trustee and Beneficiary hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Deed of Trust, the terms of the Intercreditor Agreement shall govern.

To the extent this Deed of Trust secures Additional Second Lien Obligations pursuant to any Additional Second Lien Agreement, such Additional Second Lien Obligations shall be so secured if and when made in accordance with the conditions set forth in Section 8.17 of the Security Agreement, at which time Grantor will execute and record a supplement or amendment to this Deed of Trust in confirmation of and to secure such Additional Second Lien Obligations. It is the express intention of Grantor hereunder that any and all Additional Second Lien Obligations shall be secured with the same priority as if made on the date of execution of this Deed of Trust.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Trustee and Beneficiary as follows:

3.1 Title to Mortgaged Property and Lien of this Instrument, Warranties Regarding Warranty Property. Grantor warrants that Grantor has good title in fee simple in and to the Warranty Land, a valid leasehold estate under the Mortgaged Leases described in Exhibit B, a valid easement estate under the Warranty Easements Rights, and good title to the Warranty Fee Improvements, the Warranty Leasehold Improvements and the Warranty Easement Improvements, the Warranty Fixtures and the Warranty Water Rights, and upon acquisition thereof by Grantor, will have good title in fee simple, leasehold or easement estate, as applicable, in the portion of the Mortgage Property hereafter acquired by Grantor, in each case free and clear of any Liens except for Permitted Liens, except where the failure to have such good title could not reasonably be expected to have a Material Adverse Effect. This Deed of Trust creates valid, enforceable liens and security interests against the Mortgaged Property, subject to Permitted Liens, and upon recording of this Deed of Trust in the real property records of the county or counties in which the Mortgaged Property is situated and this Deed of Trust being indexed as a fixture, timber and as-extracted collateral filing in such records, this Deed of Trust will create and constitute a valid and enforceable mortgage Lien on and UCC security interest in the portion of the Mortgaged Property that is fixtures, timber to be cut and as-extracted collateral, subject to Permitted Liens. Grantor shall preserve and protect the Lien (including the priority thereof) and security interest of this Deed of Trust and the other Second Lien Security Documents insofar as they refer to the Mortgaged Property, subject only to Permitted Liens, to the extent necessary to avoid causing a Material Adverse Effect.

3.2 Payment of Obligations. Grantor shall pay and perform the Obligations at the times and places and in the manner specified in the Second Lien Security Documents.

3.3 Requirements. Grantor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a Material Adverse Effect.

3.4 Payment of Taxes and Other Impositions. (a) Except as prohibited by the Indenture, Grantor shall, prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, all vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or that may become a material lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where the validity or amount thereof is being contested in good faith and by proper proceedings, so long as Grantor maintains adequate reserves (in the good faith judgment of the management of the Issuer) with respect thereto in accordance with GAAP and the failure to pay could not reasonably be expected to result in a Material Adverse Effect. If by law any Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Grantor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Trustee or Beneficiary under this Deed of Trust or otherwise, following the occurrence and during the continuance of an Event of Default, without notice or demand to Grantor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the default rate determined in accordance with Section 2.12 of the Indenture (interest accrued at such rate being referred to herein as "Default Interest"). Any sums paid by Trustee or Beneficiary in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Deed of Trust, and (ii) payable on demand by Grantor to Trustee or Beneficiary, as the case may be, together with Default Interest.

3.5 Insurance. Mortgagor will keep or cause to be kept the Mortgaged Property insured against such risks and shall purchase such additional insurance to the extent that is required from time to time pursuant to Section 4.17 of the Indenture.

3.6 Restrictions on Liens and Encumbrances. Except for the lien of this Deed of Trust and the Permitted Liens, Grantor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Deed of Trust and whether recourse or non-recourse.

3.7 Due on Sale and Other Transfer Restrictions. Except as expressly permitted under the Indenture or herein, Grantor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

3.8 Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Grantor will notify Beneficiary of the pendency of such proceedings. All awards and proceeds relating to such condemnation shall be deemed Net Proceeds and applied in the manner specified in Section 4.10 of the Indenture.

3.9 Leases. Except as expressly permitted under the Indenture, Grantor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Beneficiary, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

3.10 Further Assurances. To the extent required under the terms of the Indenture, to further assure Beneficiary's rights under this Deed of Trust, Grantor agrees promptly upon demand of Beneficiary to do any act or execute any additional documents (including, but not limited to, security agreements on any personally included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Beneficiary to confirm the lien of this Deed of Trust and all other rights or benefits conferred on Beneficiary by this Deed of Trust.

3.11 Beneficiary's Right to Perform. Upon the occurrence and during the continuance of an Event of Default, Beneficiary or Trustee, may, at any time upon 5 days' notice to Grantor (but shall be under no obligation to) pay or perform any delinquent obligations of Grantor hereunder, and the amount or cost thereof, with Default Interest, shall immediately be due from Grantor to Beneficiary or Trustee (as the case may be) and the same shall be secured by this Deed of Trust and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money by Beneficiary or Trustee under this Section shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary or Trustee.

4. LIMITATION ON AMOUNT OBLIGATED; CONTRIBUTION BY OTHER PERSONS

Anything contained in this Deed of Trust to the contrary notwithstanding, if any Fraudulent Transfer Law (as hereinafter defined) is determined by a court of competent jurisdiction to be applicable to the obligations of Grantor under this Deed of Trust, such obligations shall be limited to the maximum aggregate amount that would not render Grantor's obligations under this Deed of Trust subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws, and giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification, or contribution of Grantor pursuant to applicable law or pursuant to the terms of any agreement.

5. REMEDIES

(a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Trustee or Beneficiary (as the case may be) may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

(i) Upon the occurrence and during the continuance of an Event of Default, Trustee is hereby authorized and empowered to sell or offer for sale at one or more sales, as an entirety or in parcels, as Trustee may elect, all or any part of the Mortgaged Property located in the State of Texas, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale or sales shall be made at the courthouse of the county in Texas in which the Mortgaged Property or any part thereof is situated, as herein described, between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday of any month, beginning within three (3) hours of the time provided in the notices described herein. Trustee shall post a written or printed notice or notices of the place, earliest time at which the sale will begin and the terms of said sale, and the portion of the Mortgaged Property to be sold, for at least twenty-one (21) days preceding the date of the sale, at the courthouse door of said county in which the sale is to be made; and if such Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such Mortgaged Property is situated and such Mortgaged Property may be sold at the area designated by the commissioners court of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. In addition to such posting of notice, Beneficiary, Trustee or the other holder of the secured indebtedness (or some person or persons acting for the Trustee, Beneficiary, or other such holder) shall, at least twenty-one (21) days preceding the date of sale, file a copy of such notice(s) in the office of the county clerk in each of such counties and serve or cause to be served written notice of the proposed sale by certified mail on Grantor and on each other party, if any, obligated to pay the secured indebtedness according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to Grantor and such other parties at their most recent address or addresses as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. Grantor agrees that no notice of any sale, other than as set out in this paragraph, need be given by Trustee, Beneficiary, or any other person. Grantor authorizes and empowers Trustee to sell the Mortgaged Property in lots or parcels or in its entirety as Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto, with evidence of general warranty by Grantor. Trustee may postpone the sale of all or any part of the Mortgaged Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right

of sale hereunder shall not be exhausted by one or any sale, and Trustee may make other and successive sales until all of the trust estate be legally sold. The provisions hereof with respect to the posting and giving of notices of sale are intended to comply with the provisions of Section 51.002 of the Texas Property Code as in effect on the date hereof, and in the event that the requirements of Section 51.002 of the Texas Property Code shall be modified or repealed in the future, by amendment, superceding statute or otherwise, and such amendment, statute or other action applies to the enforcement of pre-existing instruments, then the terms of this Section shall be deemed to be modified accordingly, effective as of the effective date of such modification or repeal;

(ii) Beneficiary may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Second Lien Security Documents, or (C) take such other action at law or in equity for the enforcement of this Deed of Trust or any of the Second Lien Security Documents as the law may allow. Beneficiary may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with Default Interest thereon and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Default Interest, to the extent permitted by applicable law, shall be due on any judgment obtained by Beneficiary from the date of judgment until actual payment is made of the full amount of the judgment; and

(iii) Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Mortgaged Property to Beneficiary upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Trustee's election, in one parcel or in more than one parcel and Trustee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Deed of Trust, Beneficiary, and to the extent permitted by applicable law and principles of equity, shall be entitled to enjoin such breach and/or obtain specific performance of any covenant, agreement, term or condition and Beneficiary shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Deed of Trust.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Trustee or Beneficiary shall be held by Trustee for Beneficiary for the benefit of the Second Lien Secured Parties or by Beneficiary for the benefit of the Second Lien Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in the manner set forth in Section 5.3 of the Security Agreement.

6. RIGHT OF BENEFICIARY TO CREDIT SALE

Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Deed of Trust, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust. In such event, this Deed of Trust, the Second Lien Security Documents and all other documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

7. APPOINTMENT OF RECEIVER

If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Grantor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy of the value of the Mortgaged Property or the solvency or insolvency of Grantor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

8. EXTENSION, RELEASE, ETC

(a) Without affecting the lien or charge of this Deed of Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Beneficiary may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Second Lien Security Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Second Lien Security Documents or any other guaranty thereof, (iii) grant

other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Grantor shall affect the lien of this Deed of Trust or any liens, rights, powers or remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired

(c) If Beneficiary shall have the right to foreclose this Deed of Trust or to direct the Trustee to exercise its power of sale, Grantor authorizes Beneficiary at its option to foreclose the lien of this Deed of Trust (or direct the Trustee to sell the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Obligations or to foreclose the lien of this Deed of Trust.

(d) Unless expressly provided otherwise, in the event that Beneficiary's interest in this Deed of Trust and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

9. SECURITY AGREEMENT UNDER UNIFORM COMMERCIAL CODE; FIXTURE FILING

(a) It is the intention of the parties hereto that this Deed of Trust shall constitute a "security agreement" within the meaning of the UCC. To that end, Grantor hereby grants to Trustee and Beneficiary, for the ratable benefit of the Second Lien Secured Parties, a security interest in the Fixtures, Leases, Rents, timber to be cut and as-extracted collateral, all to secure payment and performance of the Obligations. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Mortgaged Property that is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Beneficiary's rights, powers and remedies with respect to the Real Estate (in which event the default provisions of the UCC shall not apply). If Beneficiary shall elect to proceed under the UCC, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties.

(b) Certain portions of the Mortgaged Property are or will become "fixtures", "timber to be cut" or "as-extracted collateral" (as defined in the UCC) on the Owned Land, the Mortgage Leased Land, the Easement Land or the Improvements located thereon, and this Deed of Trust, upon being filed for record in the real estate records of the county wherein such fixtures, timber to be cut or as-extracted collateral are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures. The Land, Mortgaged Leased Land and Easement Land to which the fixtures relate is described in Exhibit A, Exhibit B and Exhibit C respectively hereto. The record owner of (i) the Land described in Exhibit A hereto is the Grantor, (ii) the Mortgaged Leased Land described in Exhibit B hereto is the landlord under the Mortgaged Leases described in such exhibit or its successor in interest as owner of the Mortgaged Leased Land, and (iii) the Easement Land described in Exhibit C hereto is grantor of the Easement Rights described in such exhibit or its successor in interest as owner of the Easement Land. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Grantor set forth in the first paragraph of this Deed of Trust, and the name of the secured party for purposes of this financing statement is the name of Beneficiary set forth in the first paragraph of this Deed of Trust. The mailing address of the Grantor/debtor is the address of the Grantor set forth in the first paragraph of this Deed of Trust. The mailing address of Beneficiary/the secured party from which information concerning the security interest hereunder may be obtained is the address of Beneficiary set forth in the first paragraph of this Deed of Trust. Grantor's organizational identification number is set forth in the first paragraph of this Deed of Trust.

10. ASSIGNMENT OF RENTS

(a) Grantor hereby assigns to Beneficiary the Rents as further security for the payment of and performance of the Obligations, and Grantor grants to Beneficiary the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Beneficiary hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents unless an Event of Default has occurred and for so long as such Event of Default continues; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Grantor. In the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Beneficiary, or to any such receiver, the fair and reasonable rental value as determined by Beneficiary for the use and occupancy of such part of the Mortgaged Property as may be in the possession of Grantor or any affiliate of Grantor, and upon default in any such payment Grantor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Beneficiary or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Grantor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(b) Grantor has not affirmatively done any act that would prevent Beneficiary from, or limit Beneficiary in, acting under any of the provisions of the foregoing assignment.

(c) Except for any matter disclosed in the Indenture, no action has been brought or, so far as is known to Grantor, is threatened, that would interfere in any way with the right of Grantor to execute the foregoing assignment and perform all of Grantor's obligations contained in this Section and in the Leases.

11. ADDITIONAL RIGHTS

The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Deed of Trust nor shall Grantor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any trustee's sale or action to foreclose such subordinate lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Deed of Trust all subordinate lienholders and the trustees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Beneficiary on account of such Default or Event of Default.

12. NOTICES

All notices, requests and demands to or upon Beneficiary or the Grantor hereunder shall be effected in the manner provided for in Section 13.02 of the Indenture, provided that any such notice, request or demand to or upon Grantor shall be addressed to Grantor at its address set forth above.

13. NO ORAL MODIFICATION

This Deed of Trust may not be amended, supplemented or otherwise modified except in accordance with the provisions of Article 9 of the Indenture. Any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance. Trustee's execution of any written agreement between Grantor and Beneficiary shall not be required for the effectiveness thereof as between Grantor and Beneficiary.

14. PARTIAL INVALIDITY

In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Deed of Trust or in any provisions of any Second Lien Security Document, the obligations of Grantor and of any other obligor under any Second Lien Security Document shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Beneficiary.

15. GRANTOR'S WAIVER OF RIGHTS

(a) Grantor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property upon the occurrence and during the continuance of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under Grantor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Grantor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. To the fullest extent permitted by applicable law, Grantor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Beneficiary, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(b) To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisalment before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature (except as expressly provided in the Indenture) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Trustee or Beneficiary of the foreclosure rights, power of sale, or other rights hereby created.

16. REMEDIES NOT EXCLUSIVE

(a) Beneficiary and Trustee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Deed of Trust or under any of the other Second Lien Security Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's or Trustee's right to realize upon or enforce any other security now or hereafter held by Beneficiary or Trustee, it being agreed that Beneficiary and Trustee shall be

entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as Beneficiary or Trustee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Second Lien Security Documents to Beneficiary or Trustee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary or Trustee, as the case may be. In no event shall Beneficiary or Trustee, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and neither Beneficiary nor Trustee shall in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

(b) Without limiting the generality of Section 16(a), except as otherwise provided in Section 16(c) below, neither the enforcement of any of the remedies under Sections 5 and 16 hereof, the security interests under Section 9, the assignment of Rents under Section 10, nor any other remedies afforded to Beneficiary under the Second Lien Security Documents, at law or in equity shall cause Beneficiary, any Second Lien Secured Party or Trustee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary, any Second Lien Secured Party or Trustee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise

(c) Notwithstanding the provisions of Section 16(b) above, Beneficiary shall not obtain title to a deed in lieu of foreclosure or otherwise, or take any other action with respect to the Mortgaged Property, if, as a result of any such action, Beneficiary could, in its reasonable judgment be considered to hold title to, to be a "mortgagee-in-possession" of, or to be an "owner" or "operator" of the Mortgaged Property within the meaning of Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq), as amended, or any comparable law, unless:

(i) Beneficiary has previously and reasonably determined, based on a Phase I environmental site assessment (and any additional environmental testing that Beneficiary deems necessary and prudent) of such Mortgaged Property conducted by an independent third party who regularly conducts Phase I environmental site assessments and performed during the 12-month period preceding any such acquisition of title or other action, that the Mortgaged Property is in compliance with applicable environmental laws and regulations and there are no circumstances or conditions present at the Mortgaged Property relating to the use, management or disposal of Hazardous Materials for which investigation, testing, monitoring, containment, clean-up or remediation could be required under any applicable environmental laws and regulations; or

(ii) in the event that the determination described in clause (i) above cannot be made, Beneficiary has previously and reasonably determined, on the same basis as

described in clause (i) above, that it would maximize the recovery to the Second Lien Secured Parties on a present value basis to acquire title to or possession of the Mortgaged Property and to take such remedial, corrective and/or other further actions as are necessary to bring the Mortgaged Property into compliance with applicable environmental laws and regulations and to appropriately address any of the circumstances and conditions referred to in clause (i) above.

(d) Beneficiary shall undertake, in good faith, reasonable efforts to make the determination referred to in clause (ii) above, and may conclusively rely on the Phase I environmental site assessment referred to above, and upon an opinion of counsel, in making such determination. The cost of any such Phase I environmental site assessment and any such opinion of counsel, and the cost of any Phase II environmental site assessment, additional environmental testing and remedial, corrective or other further action contemplated by clause (i) or clause (ii) above, shall be paid at the sole expense of Grantor.

(e) If the environmental testing contemplated by Section 16(b) above establishes that any of the conditions set forth in clause (i) have not been satisfied with respect to the Mortgaged Property, Beneficiary shall take such action (other than proceeding against the Mortgaged Property) and, at such time as it deems appropriate, may release all or a portion of such Mortgaged Property from the lien of this Deed of Trust, provided that prior to the release of all or a portion of the Mortgaged Property from the lien of this Deed of Trust (i) Beneficiary shall have notified the Second Lien Secured Parties in writing of its intention to so release all or a portion of such Mortgaged Property and (ii) the holders of a majority of the outstanding principal balance of the Obligations shall not have objected to such release within thirty (30) days of the distribution of the last of such notices.

17. MULTIPLE SECURITY

If (a) the Land shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Land is located (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, and after giving all notices required by law, Beneficiary may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Beneficiary to extend the indebtedness borrowed pursuant to or guaranteed by the Second Lien Security Documents, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Grantor further agrees that if Trustee or Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly

secures the Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Beneficiary may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Mortgaged Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. The commencement or continuation of proceedings to sell the Mortgaged Property in a trustee's sale to foreclose this Deed of Trust, or the exercise of any other rights hereunder or the recovery of any judgment by Beneficiary in any such proceedings or the occurrence of any sale by the Trustee in any such proceedings shall not prejudice, limit or preclude Beneficiary's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Beneficiary may, at its election, cause the sale of all collateral that is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

18. SUCCESSORS AND ASSIGNS

All covenants of Grantor contained in this Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Trustee and Beneficiary and their respective successors and assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of the Grantors shall be joint and several

19. NO WAIVERS, ETC.

Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms

and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien or deed of trust.

20. GOVERNING LAW, ETC.

This Deed of Trust shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, except that Grantor expressly acknowledges that by their respective terms the Second Lien Security Documents (unless otherwise specified therein) shall be governed and construed in accordance with the laws of the State of New York.

21. DUTY OF BENEFICIARY; AUTHORITY OF BENEFICIARY

(a) Beneficiary's sole duty with respect to the custody, safekeeping and physical preservation of the Mortgaged Property that is in its possession, or otherwise, shall be to deal with it in the same manner as Beneficiary deals with similar property for its own account. Neither Beneficiary, any Second Lien Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of Grantor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part thereof. The powers conferred on Beneficiary and the Second Lien Secured Parties hereunder are solely to protect Beneficiary's and the Second Lien Secured Parties' interests in the Mortgaged Property and shall not impose any duty upon Beneficiary or any Second Lien Secured Party to exercise any such powers. BENEFICIARY AND THE SECOND LIEN SECURED PARTIES SHALL BE ACCOUNTABLE ONLY FOR AMOUNTS THAT THEY ACTUALLY RECEIVE AS A RESULT OF THE EXERCISE OF SUCH POWERS, AND NEITHER THEY NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE RESPONSIBLE TO GRANTOR FOR ANY ACT OR FAILURE TO ACT HEREUNDER, EXCEPT FOR THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) Grantor acknowledges that the rights and responsibilities of Beneficiary under this Deed of Trust with respect to any action taken by Beneficiary or the exercise or non-exercise by Beneficiary of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed of Trust shall, as between Beneficiary and any Second Lien Secured Party, be governed by the Indenture or appropriate Additional Second Lien Agreement, as applicable, and by such other agreements with respect thereto as may exist from time to time among them, but, as between Beneficiary and Grantor, Beneficiary shall be conclusively presumed to be acting as agent for the Second Lien Secured Parties with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

22. LAST DOLLARS SECURED: PRIORITY

To the extent that this Deed of Trust secures only a portion of the indebtedness owing or that may be owing by Grantor to any Second Lien Secured Party, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Deed of Trust shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Deed of Trust until the lien amount shall equal the principal amount of the Obligations outstanding.

23. ENFORCEMENT EXPENSES; INDEMNIFICATION

(a) Grantor agrees to pay any and all reasonable and documented out-of-pocket costs and expenses (including all reasonable and documented fees, disbursements and other charges of one firm of counsel, and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction, in each case to Beneficiary (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict informs the Issuer of such conflict and thereafter, retains its own counsel, or another firm of counsel for such affected Person)) that may be paid or incurred by any Second Lien Secured Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Deed of Trust.

(b) Grantor agrees to pay, and to save Beneficiary and the Second Lien Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Mortgaged Property or in connection with any of the transactions contemplated by this Deed of Trust.

(c) Grantor agrees to pay, and to save Beneficiary harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Deed of Trust to the extent Issuer would be required to do so pursuant to Section 7.07 of the Indenture, **AND SUBJECT TO THE PARAGRAPH BELOW, WHETHER OR NOT CAUSED BY, OR ARISING IN WHOLE OR IN PART OUT OF, THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF BENEFICIARY OR THE SECOND LIEN SECURED PARTIES; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING IN SECTION 7.07 OF THE INDENTURE TO THE CONTRARY, BENEFICIARY MAY BE INDEMNIFIED FOR MATTERS CAUSED BY OR THAT ARISE OUT OF THE NEGLIGENCE OF BENEFICIARY UNDER BUT SUBJECT TO THE PROVISIONS OF THIS SECTION 23(c).**

In no event shall Beneficiary be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever, irrespective of whether Beneficiary has been informed of

the likelihood of such loss or damages and regardless of the form of action. Neither Issuer, Parent Guarantor, nor any Subsidiary Guarantor shall have any obligation hereunder to Beneficiary or any of its Related Parties (the "Indemnified Parties") with respect to indemnified liabilities to the extent it has been determined by a final non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith or willful misconduct of any Indemnified Party (other than trustees and advisors), (B) a breach of the obligations of any Indemnified Party (other than trustees and advisors) under the Second Lien Security Documents or (C) disputes not involving an act or omission of any of Issuer, Parent Guarantor, or any Subsidiary Guarantor or any of their respective Affiliates and that is brought by any Indemnified Party against any other Indemnified Party.

(d) The agreements in this Section 23 shall survive repayment of the Obligations and all other amounts payable under the Second Lien Security Documents.

24. RELEASE

If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Second Lien Security Documents and the Net Proceeds are applied in accordance with any applicable requirement (if any) of the Indenture, then Beneficiary, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. The Grantor shall deliver to Beneficiary, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Grantor stating that such transaction is in compliance with, and permitted by, the Second Lien Security Documents. In addition, upon the execution by Grantor of an easement, right-of-way or other real property interest that constitutes a Permitted Lien pursuant to clause (5) of the definition of Permitted Liens in the Indenture (a "Permitted Real Property Interest"), Beneficiary will subordinate the Liens created hereby to the rights of third parties with respect to such Permitted Real Property Interest.

25. SUBSTITUTE TRUSTEE

In case of the resignation of the Trustee, or the inability (through death or otherwise), refusal or failure of the Trustee to act, or at the option of Beneficiary or the holder(s) of a majority of the Obligations for any other reason (which reason need not be stated), a substitute Trustee ("Substitute Trustee") may be named, constituted and appointed by Beneficiary or the holder(s) of a majority of the Obligations, without other formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and this conveyance shall vest in the Substitute Trustee the title, powers and duties herein conferred on the Trustee originally named herein, and the conveyance of the Substitute Trustee to the purchaser(s) at any sale of the Mortgaged Property of any part thereof shall be equally valid and effective. The right to appoint a Substitute Trustee shall exist as often and whenever from any of said causes, the Trustee, original or Substitute Trustee, resigns or cannot, will not or does not act, or Beneficiary or the holder(s) of a majority of the Obligations desires to appoint a new Trustee. No bond shall ever

be required of the Trustee, original or Substitute Trustee. The recitals in any conveyance made by the Trustee, original or Substitute, shall be accepted and construed in court and elsewhere as prima facie evidence and proof of the facts recited, and no other proof shall be required as to the request by Beneficiary or the holders(s) of a majority of Obligations to the Trustee to enforce this Deed of Trust, or as to the notice of or holding of the sale, or as to any particulars thereof, or as to the resignation of the Trustee, original or Substitute, or as to the inability, refusal or failure of the Trustee, original or Substitute Trustee, to act, or as to the election of Beneficiary or the holder(s) of a majority of the Obligations to appoint a new Trustee, or as to appointment of a Substitute Trustee, and all prerequisites of said sale shall be presumed to have been performed; and each sale made under the powers herein granted shall be a perpetual bar against Grantor and the heirs, personal representatives, successors and assigns of Grantor. Trustee, original or substitute, is hereby authorized and empowered to appoint any one or more persons as attorney-in-fact to act as Trustee under it and in its name, place and stead in order to take any actions that Trustee is authorized and empowered to do hereunder, such appointment to be evidenced by an instrument signed and acknowledged by said Trustee, original or Substitute Trustee; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done by said Trustee, original or Substitute Trustee, in person.

26. INDEMNIFICATION OF TRUSTEE

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TRUSTEE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OR ERROR OF JUDGMENT. TRUSTEE MAY RELY ON ANY DOCUMENT BELIEVED BY IT IN GOOD FAITH TO BE GENUINE. ALL MONEY RECEIVED BY TRUSTEE SHALL, UNTIL USED OR APPLIED AS HEREIN PROVIDED, BE HELD IN TRUST, AND TRUSTEE SHALL NOT BE LIABLE FOR INTEREST THEREON. GRANTOR SHALL INDEMNIFY TRUSTEE AGAINST ALL LIABILITY AND EXPENSES THAT IT MAY INCUR IN THE PERFORMANCE OF ITS DUTIES HEREUNDER EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

27. ACCEPTANCE BY TRUSTEE

Trustee accepts its duties and obligations under this Deed of Trust and the Second Lien Security Documents when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

28. ENTIRE AGREEMENT

THIS DEED OF TRUST AND THE OTHER SECOND LIEN SECURITY DOCUMENTS IN EFFECT AS OF THE DATE HEREOF REPRESENT THE FINAL AGREEMENT AS OF THE DATE HEREOF BETWEEN THE PARTIES RELATING TO THE FINANCING TRANSACTION DESCRIBED IN THE INDENTURE AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

29. MATURITY OF OBLIGATIONS

The maturity date of the Obligations under the Indenture is April 1, 2021. The maturity date of any Obligations under any Additional Second Lien Agreement, if different from the foregoing date, shall be specified in a supplement to this Deed of Trust.

30. EVIDENCE OF INSURANCE

Notwithstanding any provision herein or in the Indenture or any other Second Lien Security Document to the contrary, pursuant to Section 549.054 of the Texas Insurance Code, Grantor shall not be required to furnish evidence of insurance more than fifteen (15) days prior to the termination date of an existing insurance policy, and pursuant to Section 549.052 of the Texas Insurance Code, Grantor shall not be required to obtain an insurance policy from or through a particular agent, insurer or other person or a particular type or class of agent, insurer or other person.

31. FUTURE ADVANCES

This Deed of Trust is given for the purpose of creating a lien on the Mortgaged Property and expressly used to secure not only the existing Obligations, but also (i) all extensions, renewals, modifications or re-amortizations of the Obligations, all increases or additions to the Obligations, all loans and future advances and re-advances made by any existing or future Second Lien Secured Party to the Grantor or the Issuer pursuant to the Second Lien Security Documents, including any such advances evidenced and/or secured by Additional Notes and supplements to the Indenture and/or any Additional Second Lien Agreement, and (ii) future advances, whether such advances are obligatory or to be made at the option of any Second Lien Secured Party or otherwise, to the same extent as if such future advances were made, whether under the Indenture, any of the other Second Lien Security Documents or otherwise on the date of the execution of this Deed of Trust, and creates a lien for all advances regardless of who is the owner of the Mortgaged Property at the time such advances are made.

32. MULTIPLE GRANTORS

If this Deed of Trust is executed by two or more Grantors, each Exhibit shall include a designation identifying which Grantor owns an interest in each tract of Land, each Mortgaged Lease and each Easement Right. The representations, warranties, and covenants made by a Grantor herein shall apply to each Grantor as to its respective Mortgaged Property.

33. ONCOR SEPARATENESS

(a) Beneficiary, on behalf of itself and the Second Lien Secured Parties, acknowledges (i) the legal separateness of the Issuer and the Grantor from the Subsidiaries of Energy Future Intermediate Holding Company LLC, a Delaware limited liability company (the "Oncor Subsidiaries"), (ii) that the lenders under the Oncor Credit Facility and the noteholders under the Oncor Subsidiaries' indentures have likely advanced funds thereunder in reliance upon the separateness of the Oncor Subsidiaries from the Issuer and the Grantors, (iii) that the Oncor Subsidiaries have assets and liabilities that are separate from those of Parent Guarantor and its Subsidiaries, (iv) that the Obligations owing under the Second Lien Security Documents are

obligations and liabilities of the Issuer and the Guarantors only, and are not the obligations or liabilities of the Oncor Subsidiaries, (v) that the Second Lien Secured Parties shall look solely to the Issuer, the Guarantors and their assets, and not to any assets, or to the pledge of any assets, owned by the Oncor Subsidiaries, for the repayment of any amounts payable pursuant to the Second Lien Security Documents and for satisfaction of any other Obligations owing to the Second Lien Secured Parties under the Second Lien Security Documents, and (vi) that none of the Oncor Subsidiaries shall be personally liable to the Second Lien Secured Parties for any amounts payable, or any other liability, under the Second Lien Security Documents.

(b) Beneficiary, on behalf of itself and the Second Lien Secured Parties, shall not (i) initiate any legal proceeding to procure the appointment of an administrative receiver, or (ii) institute any bankruptcy, reorganization, insolvency, winding up, liquidation, or any like proceeding under applicable law, against any of the Oncor Subsidiaries, or against any of the Oncor Subsidiaries' assets. Beneficiary, on behalf of itself and the Second Lien Secured Parties, acknowledges and agrees that each of the Oncor Subsidiaries is a third party beneficiary of the foregoing covenant and shall have the right to specifically enforce such covenant in any proceeding at law or in equity.

34. MORTGAGED LEASES

(a) Representations, Warranties and Covenants. Grantor represents and warrants to Beneficiary that, with respect to each Mortgaged Lease, (i) the Mortgaged Lease is unmodified and in full force and effect, (ii) all rent and other charges therein have been paid to the extent they are payable to the date hereof, (iii) Grantor enjoys the quiet and peaceful possession of the property demised thereby, (iv) Grantor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, and (v) the lessor thereunder is not in default under any of the terms or provisions thereof on the part of the lessor to be observed or performed (but this statement is made for the benefit of and may only be relied upon by Beneficiary and the Second Lien Secured Parties) except in the case of each of the matters described in clauses (i) through (v) of this sentence, where the failure of such statements to be true could not reasonably be expected to have a Material Adverse Effect. Grantor shall promptly pay, when due and payable, the rent and other charges payable pursuant to the Mortgaged Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by Grantor as lessee under the Mortgaged Lease. Grantor shall notify Beneficiary in writing of any default by Grantor in the performance or observance of any terms, covenants or conditions on the part of Grantor to be performed or observed under the Mortgaged Lease within ten (10) days after Grantor knows of such default. Grantor shall, promptly following the receipt thereof, deliver a copy of any notice of default given to Grantor by the lessor pursuant to the Mortgaged Lease and promptly notify Beneficiary in writing of any default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor to be performed or observed thereunder. Unless required under the terms of the Mortgaged Lease, except as set forth in the Indenture, Grantor shall not, without the prior written consent of Beneficiary (which may be granted or withheld in Beneficiary's sole and absolute discretion) (A) terminate, or surrender the Mortgaged Lease, or (B) enter into any modification of the Mortgaged Lease which materially impairs the practical realization of the security interests granted by this Deed of Trust, and any such attempted termination, modification or surrender

Without Beneficiary's written consent shall be void. Grantor shall, within thirty (30) days after written request from Beneficiary, use commercially reasonable efforts to obtain from the lessor and deliver to Beneficiary a certificate setting forth the name of the tenant thereunder and stating that the Mortgaged Lease is in full force and effect, is unmodified or, if the Mortgaged Lease has been modified, the date of each modification (together with copies of each such modification), that no notice of termination thereof has been served on Grantor, stating that to the best of lessor's knowledge, no default or event which with notice or lapse of time (or both) would become a default is existing under the Mortgaged Lease, stating the date to which rent has been paid, and specifying the nature of any defaults, if any, and containing such other statements and representations as may be reasonably requested by Beneficiary.

(b) No Merger, Acquisition, Power of Attorney. So long as any of the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the premises subject to each Mortgaged Lease shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or Grantor, or in a third party, by purchase or otherwise. If Grantor acquires the fee title or any other estate, title or interest in the property demised by the Mortgaged Lease, or any part thereof, the lien of this Deed of Trust shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Grantor agrees to execute all instruments and documents that Beneficiary may reasonably require to ratify, confirm and further evidence the lien of this Deed of Trust on the acquired estate, title or interest. Furthermore, Grantor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute and deliver, following an Event of Default, all such instruments and documents in the name and on behalf of Grantor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Obligations remains unpaid.

(c) New Leases. If the Mortgaged Lease shall be terminated prior to the natural expiration of its term due to default by Grantor or any tenant thereunder, and if, pursuant to the provisions of the Mortgaged Lease, Beneficiary or its designee shall acquire from the lessor a new lease of the premises subject to the Mortgaged Lease, Grantor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

(d) No Assignment. Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute an assignment of any Mortgaged Lease within the meaning of any provision thereof prohibiting its assignment and Beneficiary shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust. Beneficiary shall be liable for the obligations of the tenant arising out of any Mortgaged Lease for only that period of time for which Beneficiary is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of Grantor's right, title and interest therein.

This Deed of Trust has been duly executed by Grantor as of the date first above written and is intended to be effective as of such date.

/Remainder of Page Intentionally Left Blank.

Signature Page Follows.

[SAMPLE SIGNATURE PAGE]

LUMINANT GENERATION COMPANY LLC, a
Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me on December __, 2010 by (name of officer), (title of officer) of [LUMINANT GENERATION COMPANY LLC, a Texas limited liability company], on behalf of said limited liability company.

Notary Public in and for

The State of Texas

My Commission Expires _____

[Signature Page - Second Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing]

EXHIBIT A

Owned Land

A-1

EXHIBIT B

Mortgaged Leases and Mortgaged Leased Land

B-1

EXHIBIT C

Easements and Easement Land

C-1

EXHIBIT D

Certificates of Adjudication and ^{of} Other Water Rights

D-1

**AMENDMENT TO THE ENERGY FUTURE HOLDINGS CORP.
EXECUTIVE CHANGE IN CONTROL POLICY**

THIS AMENDMENT to the Energy Future Holdings Corp. Executive Change in Control Policy (the "Policy"), originally effective as of May 20, 2005, is made by Energy Future Holdings Corp. (the "Company") this 20th day of December 2010, to be effective as of January 1, 2009.

WITNESSETH:

WHEREAS, the Company desires to amend the Policy to clarify the applicability of the exemption from Section 409A of the Internal Revenue Code of 1986, as amended for certain separation pay plans and, where necessary, to comply with Code Section 409A and the regulations and other guidance promulgated thereunder; and

WHEREAS, the Company has the sole discretion to change, modify, alter or amend the Policy at any time;

NOW, THEREFORE, in consideration of the premises contained herein, the Company shall amend the Policy as follows, effective as of January 1, 2009.

1. Subsection a, of Section 3, entitled "Available Benefits", is hereby amended in its entirety to read as follows:

"a Cash Severance Payment. Eligible Executives will receive a one-time lump sum cash severance payment in an amount equal to a multiple of the aggregate of: (i) the Eligible Executive's annualized base salary in effect immediately before the termination or resignation, or the Executive's annualized base salary in effect as of the effective date of the Change in Control, whichever is greater; plus (ii) the Eligible Executive's target annual incentive award for the year of the termination or resignation. The multiple will be determined as set forth in the following chart, and will be based on the Eligible Executive's position with the Company immediately prior to the termination or resignation, or the Eligible Executive's position as of the effective date of the Change in Control, whichever position is more senior:

<u>Position</u>	<u>Multiple of Base Salary + Target Annual Incentive</u>
Chief Executive Officer	3x
Member of Senior Leadership Team	2x
Member of Leadership Team	1x

The severance payment will be made within the 90-day period following the Eligible Executive's termination of employment; provided that if the 90-day period begins in one taxable year of the Eligible Executive and ends in a subsequent taxable year of the Eligible Executive, such payment shall be made in the subsequent taxable year. Notwithstanding the foregoing, if the Eligible Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, the severance payment will, to the extent required under Code Section 409A, be made on the first business day following the expiration of six (6) months following the date of the Eligible Executive's termination of employment.

The severance payment will be subject to all applicable tax withholdings and will also be reduced by the amount of any obligations which the Eligible Executive owes to the Company. Such obligations may include, but are not limited to, some or all of the following:

- (1) The entire balance, if any, that the Eligible Executive owes under the Company's appliance purchase plan, energy conservation program or employee relocation plan; and
- (2) Any balance on Company-issued or sponsored travel or credit cards or any other expenses or payments for which the Company should be reimbursed."

2. Subsection c, of Section 3, entitled "Available Benefits", is hereby amended in its entirety to read as follows:

"c. Health Care Benefits. Eligible Executives will be eligible for continued health care coverage under the Company's health care plans for the applicable COBRA period. The required contribution by the Eligible Executive for such continued coverage will be the applicable employee rate, for the period

shown in the following table, unless and until the end of such period, or until the Eligible Executive becomes eligible for coverage for a particular type of benefit through employment with another employer, at which time the required contribution for continuing such benefit coverage hereunder shall be the applicable COBRA rate for such benefit. The period of continued health care coverage provided for herein shall run concurrently with the Eligible Executive's available COBRA coverage period.

<u>Position</u>	<u>Period of Subsidized Premium for Health Care Coverage</u>
Chief Executive Officer of EFH	18 months
Member of Senior Leadership Team	18 months
Member of Leadership Team	1 year

If an Eligible Executive who is the Chief Executive Officer of EFH or a member of the Senior Leadership Team is covered under the Company's health care plans through the end of such eighteen (18) month period, then such Eligible Executive shall receive an additional payment on the last day of such eighteen (18) month period, in an amount equal to the monthly cost of such coverage (determined as of such date) for the period provided in the following table:

<u>Position</u>	<u>Period of Subsidized Premium for Health Care Coverage</u>
Chief Executive Officer of EFH	18 months
Member of Senior Leadership Team	6 months

Such payment shall be made in a lump sum."

3. Subsection g, of Section 3, entitled "Available Benefits", is hereby amended in its entirety to read as follows:

"g. Tax Gross-up. If any payment, distribution or provision of a benefit hereunder (a "Payment") would be subject to an excise tax pursuant to Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended ("Code"), or any interest or penalties with respect to such excise or other additional tax (such excise tax, together with any such interest or penalties, are hereinafter collectively referred to as the "Excise Tax"), the Company, Parent Corporation, Surviving Corporation or any subsidiary thereof, as applicable (for purposes of this Section, all such entities are referred to as the "Surviving

Company") shall pay to the Eligible Executive an additional payment ("Gross-up Payment") in an amount such that, after payment by the Eligible Executive of all taxes, including any income taxes and Excise Taxes imposed on any Gross-up Payment (including any interest or penalties imposed with respect to such taxes), the Eligible Executive retains an amount of the Gross-up Payment equal to the Excise Tax imposed upon the Payments. Notwithstanding the foregoing, however, if the aggregate value of the Payments (as determined in accordance with Code Section 280G) is less than 110% of the product (such product to be referred to herein as the "Excise Tax Threshold") of three times the Eligible Executive's "base amount" (as such term is defined in Code Section 280G), then the Eligible Executive shall not be entitled to a Gross-up Payment, and the Payments shall be reduced so that their aggregate value is equal to \$1.00 less than the Excise Tax Threshold, first, by reducing the Health Care Benefits provided following the expiration of the 18-month COBRA coverage period, if applicable and, second, by reducing the Cash Severance Payment. The Surviving Company will coordinate with the Eligible Executive to make an initial determination as to whether a Gross-up Payment is required and the amount of any such Gross-up Payment. The Eligible Executive shall notify the Surviving Company in writing of any claim by the Internal Revenue Service which, if successful, would require a Gross-up Payment (or a Gross-up Payment in excess of that initially determined). The Surviving Company shall notify the Eligible Executive in writing at least ten (10) business days prior to the due date of any response required with respect to such claim if it plans to contest the claim. If the Surviving Company decides to contest such claim, the Eligible Executive shall cooperate with the Surviving Company in such action; provided, however, the Surviving Company shall bear and pay all costs and expenses (including additional interest and penalties) incurred in connection with such action and shall indemnify and hold the Eligible Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of the Surviving Company's action. If, as a result of the Surviving Company's action with respect to any such claim, the Eligible Executive receives a refund of any amount paid by the Surviving Company with respect to such claim, the Eligible Executive shall promptly pay such refund to the Surviving Company. If the Surviving Company fails to timely notify the Eligible Executive whether it will contest such claim or the Surviving Company determines not to contest such claim, then the Surviving Company shall immediately pay to the Eligible Executive the portion of such claim, if any, which it has not previously paid to the Eligible Executive.

Any Gross-Up Payment, as determined pursuant to this Section, shall be paid by the Surviving Company to the Executive within five days of the determination of the amount of the Gross-Up Payment; provided that, the Gross-Up Payment shall in all events be paid no later than the end of the Executive's taxable year next following the Executive's taxable year in which the Excise Tax (and any income or other related taxes or interest or penalties thereon) on a Payment are remitted to the Internal Revenue Service or any other applicable

taxing authority or, in the case of amounts relating to a claim that does not result in the remittance of any federal, state, local and foreign income, excise, social security and other taxes, the calendar year in which the claim is finally settled or otherwise resolved. Notwithstanding any other provision of this Section, the Surviving Company may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of the Executive, all or any portion of any Gross-Up Payment, and the Executive hereby consents to such withholding."

4. Subsection h, of Section 3, entitled "Available Benefits", is hereby added to read as follows:

"h. Administrative Delay in Payment. Benefits hereunder shall be paid on the date specified in accordance with the foregoing provisions of this Section 3; provided that, in the case of administrative necessity, the payment of such benefits may be delayed up to the last day of the calendar year in which payment would otherwise be made or, if later, the 15th day of the third calendar month following the date on which payment would otherwise be made."

5. Section 4, entitled "Agreement and Release", is hereby amended in its entirety to read as follows:

"4. Agreement and Release. Except as otherwise provided under Section 9, each Eligible Executive's eligibility for any of the benefits described herein will be subject to, and conditioned upon, the Surviving Company's receipt of an executed Agreement and Release, in the form provided by the Surviving Company, on or prior to the ninetieth (90th) day following the Eligible Executive's termination of employment."

6. Section 7, entitled "Change in Control", is hereby amended in its entirety to read as follows:

"7. Change in Control. For purposes of this Policy, the term "Change in Control" shall mean the occurrence of any one or more of the following events: (i) the sale (or combined sales within the 12-month period ending on the date of the most recent sale) of all or substantially all of the consolidated assets or capital stock of the Company, or an Affiliate, to a person (or group of persons acting in concert) who is not an Affiliate of the Company or any member of the Sponsor Group; (ii) a merger, recapitalization or other sale by the Company, any member of the Sponsor Group or its Affiliates to a person (or group of persons acting in concert) of the common stock of the Company that results in more than 50% of the common stock of the Company (or any resulting company after a merger (the "Surviving Corporation")) being held by a person (or group of persons acting in concert) who is not an Affiliate of the Company or any member of the Sponsor Group, or (iii) a merger, recapitalization or other sale (or combined sales within the 12-month period ending on the date of the most recent sale) by the Company, any member of the Sponsor Group or their Affiliates of the common stock of the

Company, after which the Sponsor Group owns less than 20% of the common stock of, and has the ability to appoint less than a majority of the directors to the Board of Directors ("the Board") of, the Company (or any Surviving Corporation) and at least one person (or group of persons acting in concert) has acquired 30% or more of such common stock; and with respect to any of the events described in clauses (i) through (ii) above, such event results in any person (or group of persons acting in concert) gaining control of more seats on the Board than the Sponsor Group.

Notwithstanding any provision of this Policy to the contrary, for purposes of this Section, the term "Affiliate" shall have the meaning ascribed to it under applicable provisions of Section 409A of the Code and, for purposes of clause (i) shall include any such entity for whom the Eligible Executive is performing services at the time of the Change in Control event, an entity that is liable for the payment of the benefits hereunder, or an entity that is a majority shareholder of the foregoing entities. The determination of whether a Change in Control has occurred under this Policy shall be made by EFH in accordance with the provisions of Code Section 409A and the regulations promulgated thereunder."

7. Section 10, entitled "Termination of Employment", is hereby added to read as follows:

"10. **Termination of Employment** Except to the extent otherwise provided in Section 9, no benefits will be paid until the Eligible Executive has experienced a termination of employment. For purposes of this Policy, an Eligible Executive shall be treated as having experienced a termination of employment on the date on which the Surviving Company and the Eligible Executive reasonably anticipate that no further services will be performed by the Eligible Executive for the Surviving Company or any person with whom the Surviving Company would be considered a single employer under Treasury Regulations §1.409A-1(h)(3)."

8. Section 11, entitled "Compliance with Tax Laws", is hereby added to read as follows.

"11. **Compliance with Tax Laws** Notwithstanding any provision in this Policy to the contrary, if any portion of this Policy does not constitute a separation pay plan exempt from the requirements of Code Section 409A and an ambiguity exists with respect to any benefit under this Policy that constitutes a deferral of compensation under a nonqualified deferred compensation plan, as such term is described under Section 409A of the Code, the Company shall interpret the Policy in such manner as it, in its sole and absolute discretion, deems necessary to comply with the requirements of Section 409A of the Code and applicable guidance published in the Internal Revenue Bulletin."

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising an Amendment to the Energy Future Holdings Corp. Executive Change in Control Policy, Energy Future Holdings Corp. has caused these presents to be duly executed in its name and on its behalf this 20th day of December, 2010.

By: /s/ RICHARD LANDY
Richard Landy
Executive Vice President, Human Resources

**AMENDMENT TO THE ENERGY FUTURE HOLDINGS CORP. 2005
EXECUTIVE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION**

THIS AMENDMENT to the Energy Future Holdings Corp. 2005 Executive Severance Plan and Summary Plan Description (the "Plan"), originally effective as of May 20, 2005, is made by Energy Future Holdings Corp. (the "Company") this 10th day of December 2010, to be effective as of January 1, 2009.

WITNESSETH:

WHEREAS, the Company desires to amend the Plan to clarify the applicability of the exemption from Section 409A of the Internal Revenue Code of 1986, as amended for certain separation pay plans and, where necessary, to comply with Code Section 409A and the regulations and other guidance promulgated thereunder; and

WHEREAS, the Company has the sole discretion to change, modify, alter or amend the Plan at any time.

NOW, THEREFORE, in consideration of the premises contained herein, the Company shall amend the Plan as follows, effective as of January 1, 2009

1. The Section entitled "Eligibility to Participate In the Plan" shall be amended by adding the following questions and answers to the end to read as follows:

"- When will I be treated as having terminated employment under this Executive Severance Plan?

For purposes of this Executive Severance Plan, you are treated as having experienced a termination of employment on the date on which you and the Company reasonably anticipate that you will perform no further services for the Company or any affiliate of the Company.

- What is Section 409A of the Internal Revenue Code and when will it apply to my benefits under this Executive Severance Plan?

Section 409A of the Code governs benefits that constitute a "deferral of compensation" under a nonqualified deferred compensation plan, as described thereunder. For benefits subject to Code Section 409A, the Executive Severance Plan must be designed and operated in accordance with the requirements of Code Section 409A. In the event that all or any portion of the benefits under this Executive Severance Plan do not satisfy the requirements of Code Section 409A, either in form or operation, you may be required to pay an excise tax.

To the extent that any portion of this Executive Severance Plan does not constitute a separation pay plan exempt from the requirements of Code Section 409A, and an ambiguity exists with respect to any benefit under this Executive Severance Plan, the Company will interpret the Executive Severance Plan in such manner as it, in its sole and absolute discretion, deems necessary to comply with the requirements of Section 409A of the Code."

2. The introductory sentence to the first question and answer of the Section entitled "Benefits Available Under this Executive Severance Plan", is hereby amended in its entirety to read as follows:

"Subject to the Company's timely receipt of an executed Agreement and Release, a Participant under this Executive Severance Plan will receive the following benefits:"

3. Paragraph 1 of the first question and answer of the Section entitled "Benefits Available Under this Executive Severance Plan", is hereby amended in its entirety to read as follows:

"1. Severance Payment

Participants in this Executive Severance Plan will receive a one-time lump sum cash severance payment in an amount equal to: (i) a multiple of the Participant's annualized base salary, such multiple to be based on the Participant's position with the Company immediately prior to the termination as set forth in the following chart plus (ii) the Participant's target annual incentive award for the year of the termination, prorated for the portion of the year prior to such termination.

<u>Position</u>	<u>Multiple of Base Salary</u>
Chief Executive Officer	3x
Member of Senior Leadership Team	2x
Member of Leadership Team	1x

The severance payment will be made within the 90-day period following the Participant's termination of employment; provided that if the 90-day period begins in one taxable year of the Participant and ends in a subsequent taxable year of the Participant, such payment shall be made in the subsequent taxable year. Notwithstanding the foregoing, if the Participant is a "specified employee" within the meaning of Code Section 409A, the severance payment will, to the extent required under Code Section 409A, be made on the first business day following the expiration of six months from the date of Participant's termination of employment.

The severance payment will be subject to all applicable tax withholdings and will also be reduced by the amount of any obligations which the Participant owes to the Company. Such obligations may include, but are not limited to, some or all of the following:

- (1) The entire balance, if any, owed under the Company's appliance purchase plan, energy conservation program or employee relocation plan, and
- (2) Any amounts owed on Company issued or sponsored travel or credit cards or any other expenses or payments for which the Company should be reimbursed."

4. Paragraph 2 of the first question and answer of the Section entitled "Benefits Available Under this Executive Severance Plan", is hereby amended in its entirety to read as follows:

"2. Health Care Benefits

Participants who, under the terms and conditions of the applicable health care plans covering them immediately prior to their severance, are eligible for retiree health care coverage will be able to participate in, and receive, such retiree health care coverage subject to the terms and conditions of the relevant health care plan documents as they may be amended (or terminated) from time to time. Participants who are not eligible for, or who do not choose coverage under, the Company's retiree health care coverage, will

be eligible for continued health care coverage in accordance with applicable law. The required contribution by the Participant for such continued coverage for the period set forth in the following chart will be the applicable employee rate, unless and until the Participant becomes eligible for coverage for a particular type of benefit through employment with another employer, at which time the required contribution for continuing such benefit coverage hereunder shall be the applicable COBRA rate for such benefit. The period of continued health care coverage provided for herein shall run concurrently with the Participant's available COBRA coverage period.

Position	Period of Subsidized Premium for	Health Care Coverage
Chief Executive Officer		18 months
Member of Senior Leadership Team		18 months
Member of Leadership Team		1 year

If a Participant who is the Chief Executive Officer or a member of the Senior Leadership Team is covered under the Company's health care plans through the end of such eighteen (18) month period, then such Participant shall receive an additional payment, on the last day of such eighteen (18) month period, in an amount equal to the monthly cost of such coverage (determined as of such date) for the period provided in the following table:

Position	Period of Subsidized Premium for	Health Care Coverage
Chief Executive Officer		18 months
Member of Senior Leadership Team		6 months

Such payment shall be made in a lump sum."

5 Paragraph 7 of the first question and answer of the Section entitled "Benefits Available Under this Executive Severance Plan", is hereby added to read as follows:

"7. Administrative Delay in Payment. Benefits under this Executive Severance Plan shall be paid on the date specified hereunder; provided that, in the case of administrative necessity, the payment of such benefits may be delayed up to the last day

of the calendar year in which payment would otherwise be made or, if later, the 15th day of the third calendar month following the date on which payment would otherwise be made."

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising an Amendment to the Energy Future Holdings Corp. Executive Severance Plan, Energy Future Holdings Corp. has caused these presents to be duly executed in its name and on its behalf this 20th day of December, 2010.

By: /s/ RICHARD LANDY
Richard Landy
Executive Vice President, Human Resources

EFH EXECUTIVE ANNUAL INCENTIVE PLAN

Plan Document

Amended, effective as of January 1, 2010

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EFH EXECUTIVE ANNUAL INCENTIVE PLAN

Article I. Purpose.

The EFH Executive Annual Incentive Plan (the "Plan") is amended effective as of January 1, 2010. The Plan, as herein amended, supersedes and replaces all other Plan documents. The Plan provides for annual bonus incentive award opportunities for eligible Participants payable in cash. This Plan, as herein amended, supersedes and replaces all other Plan documents.

The principal purposes of the Plan are to attract, motivate and retain key employees; to align the interests of Participants, Participating Employers and Company shareholders by rewarding performance that satisfies established performance goals; to motivate Participant behaviors that drive successful results at the corporate, business unit and individual levels; and to support collaboration across essential organizational interfaces.

Article II. Definitions.

When used in the Plan, the following terms shall have the meanings set forth below:

(a) "Additional Persons" means such other individuals who are not Executive Officers under the Plan, but who are senior officers and key employees identified by the O&C Committee, in consultation with the Company's Chief Executive Officer.

(b) "Aggregate Incentive Pool" means the amount equal to the Target Incentive Pool multiplied by the Weighted Funding Percentage.

(c) "Award" means the amount payable to a Participant under this Plan for any Plan Year, as determined in accordance with the terms of the Plan.

(e) "Base Salary" means the annualized base salary designated for the Participant in the applicable payroll records of the Participating Employer, prior to any deferrals, and excluding any overtime pay, bonuses, incentive compensation, expense reimbursements and fringe benefits of any kind for the applicable Plan Year.

(f) "Business Unit" means, individually, or "Business Units" means, collectively, the "TXU Energy", "Luminant" and "Corporate Services" business units of the Company, which are the participating Employers in this Plan.

(g) "Company" means Energy Future Holdings Corp., and its successors and assigns. With respect to a particular Participant, Company means such Participant's employer.

(h) "Disability" or "Disabled" means disability as determined under the EFH Long-Term Disability Income Plan, or any successor plan covering Participants.

(i) "Executive Officers" means the Company's Chief Executive Officer and other Executive Officers, as defined under the charter of the O&C Committee.

(j) "Financial Performance Criteria" means various measures of financial performance of the Company established by the O&C Committee for the Plan Year.

(k) "Financial Performance Funding Percentage" means a percentage used to calculate the Aggregate Incentive Pool established by the O&C Committee based on the performance of the Company against the Financial Performance Criteria established for the particular Plan Year.

(l) "Individual Performance Modifier" means individual Participant performance approved by the SPC or O&C Committee (with respect to Executive Officers and Additional Persons) and used in determining a Participant's Award.

(m) "O&C Committee" means the Organization and Compensation Committee of the Board of Directors of the Company.

(n) "Operational Metrics" means non-financial objectives established by each Business Unit that are critical to the function and success of the business.

(o) "Operational Metrics Funding Percentage" means a percentage used to calculate Aggregate Incentive Pool established by the O&C Committee based on the accomplishment of Operational Metrics for the particular Plan Year.

(p) "Participant" means an individual who is an officer of a Participating Employer having a title of vice president or above and who is employed by the Company for a period of three full months during the Plan Year.

(q) "Participating Employer" means the Company and each of the Business Units. Additional Participating Employers may be added with the approval of the O&C Committee, and participation in the Plan by any such additional Participating Employers will commence as of the effective date designated by the O&C Committee.

(r) "Plan" means this EFH Executive Annual Incentive Plan.

(s) "Plan Year" means the twelve (12) month period beginning January 1 and ending December 31.

(t) "Retirement" means retirement from active employment with the Company upon attaining at least age 55 and completing at least 16 years of service with the Company and any of its subsidiaries.

(u) "SPC" means the group of executive officers of the Company referred to internally as the Strategy & Policy Committee.

(v) "Target Award" means an Award level of an individual Participant, expressed as a percentage of the Participant's Base Salary. The Target Award shall be used in calculating an individual's actual Award for a Plan year.

(w) "Target Incentive Pool" means the amount equal to the aggregate of the Target Awards for all Participants, or a selected group of Participants, as the context may require.

(x) "Weighted Funding Percentage" means the percentage that is the sum of the Financial Performance Funding Percentage and the Operational Metrics Funding Percentage.

Article III. Eligibility and Participation.

All individuals who, as of the first day of a Plan Year, meet the definition of a Participant hereunder, shall be eligible to participate in this Plan for such Plan Year. Awards, if any, for individuals who become Participants during the Plan Year or whose participation in this Plan is terminated during the Plan Year, shall be determined under, and in accordance with, Article VIII hereof. Participation in this Plan for any Plan Year shall not entitle an individual to future participation.

Article IV. Establishment of Performance Goals.

For each Plan Year, the O&C Committee establishes (i) the Financial Performance Criteria, (ii) the Operational Metrics, and (iii) the Target Incentive Pool. Such determinations by the O&C Committee shall be made at such times and shall be based on such criteria as the O&C Committee shall determine, respectively, in their sole discretion. The O&C Committee shall have full authority and discretion, for any particular Plan Year, to modify any of its determinations hereunder, with respect to all Participants or any individual Participant, including determinations which affect the calculation or amount of Awards, in order to take into consideration other benefit programs and/or extraordinary events affecting the financial results of the Company or a Business Unit. Once determined, or modified, such determinations shall be communicated to the affected Participants in such form and manner as the O&C Committee determines to be appropriate.

Article V. Establishment of Awards

After the end of the Plan Year, the O&C Committee shall determine the Financial Performance Funding Percentage and the Operational Metrics Funding Percentage for each Plan Year. The O&C Committee shall further determine the Weighted Funding Percentage and the resulting Aggregate Incentive Pool for the Plan Year.

Article VI. Application of Individual Performance Modifier and Determination of Individual Participant Awards.

A. Individual Participant Awards.

The SPC shall determine each Participant's Award, other than for Executive Officers and Additional Persons, for a Plan Year by: (i) multiplying the Participant's Target Award by the Weighted Funding Percentage; and (ii) multiplying such amount by the applicable Individual Performance Modifier determined in accordance with Article VI.B. below.

B. Application of Individual Performance Modifier.

As described in Article VI.A. above, the amount determined by applying the formula set forth in Article VI.A. shall be adjusted by applying the Individual Performance Modifier for each Participant. The SPC, in its sole discretion, shall determine a Participant's Individual Performance Modifier, other than for Executive Officers and Additional Persons, based on the Participant's performance, which may range from 0% to 150%.

In no event may the aggregate of all Awards determined to be payable to all Participants exceed the Aggregate Incentive Pool.

C. Determination of Awards for Executive Officers and Additional Persons.

The O&C Committee shall determine the individual Participant Awards in accordance with Article VI.A. above, and the Individual Performance Modifier in accordance with Article VI B. above, with respect to Executive Officers and Additional Persons who are Participants in the Plan.

Article VII. Payment of Awards.

All Awards will be paid in cash to Participants by March 15 of the year following the applicable Plan Year, subject to applicable tax withholding requirements.

Article VIII. Termination of Employment and Partial Awards.

Participation in the Plan shall cease immediately upon a Participant's resignation or termination of employment for any reason (with or without cause), or upon the Participant's death, Disability or Retirement. In such event, the Participant may be eligible for a partial award for such Plan Year in accordance with and subject to the provisions of this Article VIII.

A. Resignation or Termination.

If a Participant resigns or his/her employment with a Participating Employer is terminated (with or without cause) prior to the submission of the Award to payroll for payment for reasons other than death, Disability, Retirement, or transfer to an affiliate of the Company, such Participant shall forfeit any right to receive such Award.

B. Death, Disability or Retirement.

If a Participant dies, becomes Disabled or Retires during a Plan Year after having attained at least three (3) full months of participation in the Plan during such Plan Year, the Participant, or the Participant's beneficiary in the case of the Participant's death, may, in the sole discretion of the SPC or O&C Committee (with respect to Executive Officers and Additional Persons), be entitled to receive a partial Award, prorated for the number of months that the individual was a Participant hereunder during the Plan Year. For purposes of applying this proration, a month shall include each month during which the individual was employed by a Participating Employer through at least the 15th day of such month prior to the individual's death, Disability or Retirement. Any such Award shall be paid at the time and in the form that

All other Awards are paid for such Plan Year. The decisions of the SPC and O&C Committee with respect to such Awards shall be final and binding on all parties. For purposes of this provision, a Participant's beneficiary shall be his/her surviving spouse or, if he/she has no surviving spouse, his/her estate.

C. Transfers.

If a Participant (i) transfers from a Participating Employer to an affiliate of the Company after having attained at least three (3) full months of participation in the Plan during the Plan Year, and (ii) continues to be employed by an affiliate of the Company through the remainder of the Plan Year, such individual may, in the sole discretion of the SPC or O&C Committee (with respect to Executive Officers and Additional Persons), be entitled to receive a partial Award hereunder, prorated on the basis of the number of months such individual was employed by the Participating Employer during the Plan Year. For purposes of applying this proration, a Participant shall be deemed to have been employed by the Participating Employer for a month if such Participant was employed by the Participating Employer on the 15th day of such month. Any such Award shall be paid at the time and in the form that all other Awards are paid for such Plan Year. The decisions of the SPC and O&C Committee with respect to such Awards shall be final and binding on all parties.

D. Participant Status Attained During Plan Year.

If an individual becomes a Participant during a Plan Year, the Participant, may, in the sole and absolute discretion of the SPC or O&C Committee (with respect to Executive Officers and Additional Persons), be eligible to receive a partial Award hereunder, prorated on the basis of the number of months such individual was a Participant during the Plan Year, provided that the Participant attained at least three (3) full months of participation in the Plan during the Plan Year. For purposes of applying this proration, a Participant shall be deemed to have been employed by the Participating Employer for a month if such Participant was employed by the Participating Employer on the 15th day of such month. Any such Award shall be paid at the time and in the form that all other Awards are paid for such Plan Year. The decisions of the SPC and O&C with respect to such Awards shall be final and binding on all parties.

Article IX. Administrative Provisions.

A. Administration.

The Plan shall be administered and interpreted by the Participating Employers through the individuals who have been provided authority hereunder to carry out the administration of this Plan. The O&C Committee and its members, the SPC and its members, and any other individual to whom the O&C and/or SPC has delegated their responsibilities regarding the administration of this Plan, shall have full authority, discretion and power necessary or desirable to administer and interpret this Plan. Without in any way limiting the foregoing, all such individuals shall have complete authority, discretion and power to:

- (i) determine the Participants for each Plan Year; (ii) determine the Individual Performance Modifier applicable to each Participant; (iii) evaluate and determine the performance of Participants; (iv) determine the amount of the Award for each Participant; (v) interpret the provisions of this Plan and any other

documentation used in connection with this Plan, including documentation specifying individual Performance Goals, Award opportunities and the like; (vi) establish and interpret rules and procedures (written or by practice) for the administration of the Plan; and (vii) make all other determinations and take all other actions necessary or desirable for the administration or interpretation of this Plan. All actions, decisions and interpretations of such individuals shall be final, conclusive and binding on all parties.

B. No Right to Continued Employment.

Nothing in this Plan shall be deemed by implication, action or otherwise to constitute a contract of employment, or otherwise to provide a Participant with any right of continued employment or impose any limitation on any right of a Participating Employer to terminate a Participant's employment at any time.

C. No Assignment.

A Participant or Participant's beneficiary shall have no right to anticipate, alienate, sell, transfer, assign, pledge or encumber any right to receive any incentive made under the Plan, nor will any Participant or Participant's beneficiary have any lien on any assets of any Participating Employer, or any affiliate thereof, by reason of any Award made under the Plan.

D. Withholding.

The Participating Employers shall have the right to deduct or withhold, or require a Participant to remit to the applicable Participating Employer, any taxes required by law to be withheld from Awards made under this Plan.

E. Amendment of Plan.

The Plan may be amended, suspended or terminated at any time and from time to time, by action of the O&C Committee. In order to be effective, any amendment of this Plan or any Award must be in writing. No oral statement, representation or the like shall have the effect of amending or modifying this Plan or any Award, or otherwise have any binding effect on the Company, the O&C Committee, the SPC, or any individual who has been delegated authority by the O&C Committee or the SPC to administer this Plan.

F. No Obligation to Continue Plan.

The adoption of the Plan does not imply any commitment to continue to maintain the Plan, or any modified version of the Plan, or any other plan for incentive compensation for any succeeding year.

G. Governing Law

The Plan shall be construed in accordance with, and governed by, the laws of the State of Texas. Any disputes arising under this Plan and any action to enforce any provisions hereof, shall be maintained exclusively in the appropriate courts of Dallas County, Texas.

H. Severability

In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

I. Limitation of Liability

Except for their own gross negligence or willful misconduct regarding the performance of the duties specifically assigned to them under, or their willful breach of the terms of this Plan, the Participating Employer, the O&C Committee and its members, the SPC and its members, and any other entity or individual administering any aspect of this Plan shall be held harmless by the Participants and their respective representatives, heirs, successors, and assigns, against liability or losses occurring by reason of any act or omission under the Plan.

J. Section 409A Compliance

To the extent applicable, the Plan is intended to comply with, or be exempt from, section 409A of the Internal Revenue Code of 1986 as amended (the "Code"), and shall be administered, construed, and interpreted in accordance with such intent. Payments under this Plan shall be made in a manner that will comply with, or be exempt from, section 409A of the Code, including regulations or other guidance issued with respect thereto, except as otherwise determined by the Company. The applicable provisions of section 409A of the Code are hereby incorporated by reference and shall control over any contrary provisions herein that conflict therewith.

Executed August 3, 2010 to be effective as January 1, 2010.

Energy Future Holdings Corp.

By /s/ RICHARD LANDY

Rich Landy
Executive Vice President, Human Resources

SECOND AMENDMENT TO EFH SECOND SUPPLEMENTAL RETIREMENT PLAN

Pursuant to the authority of the Board of Directors of Energy Future Holdings Corp., and the provisions of Section 5.1 thereof, the EFH Second Supplemental Retirement Plan ("Plan"), as amended and restated as of October 10, 2007, is hereby amended in the following respects only, effective as of January 1, 2010.

- (1) Section 2.9 of the Plan is hereby amended in its entirety to read as follows:

"2.9 "Participant" shall mean each person who is entitled to receive a benefit on or after January 1, 1983, under the Retirement Plan and whose Retirement Benefit is less than his Adjusted Retirement Benefit, but excluding any Participant who is eligible to receive benefits under (1) the Retirement Income Restoration Plan of ENSERCH Corporation and Participating Subsidiary Companies or (2) the Oncor Supplemental Retirement Plan, to the extent of any benefit attributable to service with Oncor Electric Delivery Company LLC."

- (2) Section 2.10 of the Plan is hereby amended in its entirety to read as follows:

"2.10 "Participating Employer" shall mean the Company or any Affiliated Entity which has been approved for participation in, and which has adopted, the Plan. "Participating Employers" shall be used to refer to such entities jointly or severally. Effective as of January 1, 2010, Oncor Electric Delivery Company LLC shall no longer be a Participating Employer in this Plan."

- (3) Section 2.19 of the Plan is hereby amended by adding the following sentences to the end of existing Section 2.19:

"Notwithstanding the foregoing, the Supplemental Retirement Benefit shall not include any amount attributable to service with Oncor Electric Delivery Company LLC, as determined by the actuary, which benefit shall be provided under the Oncor Supplemental Retirement Plan. In no event shall a Participant's total Benefit under this Plan and the Oncor Supplemental Retirement Plan exceed the Benefit such Participant would be entitled to receive under this Plan, if such Participant's service with Oncor Electric Delivery Company LLC were taken into account under this Plan."

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument Amendment to the EFH Second Supplemental Retirement Plan, the Board of Directors of Energy Future Holdings Corp. has caused these presents to be duly executed in the name and on the behalf of Energy Future Holdings Corp., by an authorized officer thereof, thereunto duly authorized this 9th day of April, 2010.

ENERGY FUTURE HOLDINGS CORP.

/s/ PAUL KEGLEVIC

Paul Keglavic,
Executive Vice President &
Chief Financial Officer

REVIEWED & APPROVED

Richard Landy,
Executive Vice President, Human Resources

Russell Graves,
Director, Total Rewards

THIRD AMENDMENT TO EFH SECOND SUPPLEMENTAL RETIREMENT PLAN

Pursuant to the authority of the Board of Directors of Energy Future Holdings Corp., and the provisions of Section 5.1 thereof, the EFH Second Supplemental Retirement Plan ("Plan"), as amended and restated as of October 10, 2007, is hereby amended in the following respects only, effective, except as otherwise stated, as of January 1, 2010.

(1) The Plan is hereby amended by adding a new subsection (c) to Section 4.2 to read as follows

"(c) Notwithstanding subsection (b), effective with respect to any Participant who experiences a Separation from Service on or after March 1, 2010, if the lump sum present value of a Participant's entire vested Supplemental Retirement Benefit under the Plan is \$5,000 or less upon his or her Separation from Service, the present value of such Participant's Supplemental Retirement Benefit shall be paid to such Participant in a single lump sum upon such Participant's Separation from Service "

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument Amendment to the EFH Second Supplemental Retirement Plan, the Board of Directors of Energy Future Holdings Corp. has caused these presents to be duly executed in the name and on the behalf of Energy Future Holdings Corp., by an authorized officer thereof, thereunto duly authorized this 21st day of April, 2010.

ENERGY FUTURE HOLDINGS CORP.

/s/ RICHARD LANDY

Richard Landy,

Executive Vice President, Human Resources

Amendment to EFH Salary Deferral Program

Pursuant to Section 14 of the EFH Salary Deferral Program ("Plan") and the authority delegated to the Non-Qualified Plan ("NQP") Committee by the Board of Directors of Energy Future Holdings Corp. (the "Company") to amend the Plan, the NQP Committee approves the following amendments to the Plan:

WHEREAS, the Company wishes to amend the Plan to provide for cashout of small accounts and to eliminate certain provisions applicable to amounts contributed to the Plan prior to April 1, 1998.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. The Plan is amended by adding a new sentence at the end of existing Section 6.1 to read as follows:
Notwithstanding the foregoing, effective as of January 1, 2011, this Section 6.1 shall apply to the entirety of each Participant's Account under the Plan, without regard to the date on which any amounts were deferred or contributed to the Plan.
2. The Plan is amended by adding a new sentence at the end of existing Section 6.2 to read as follows:
Notwithstanding the foregoing, effective as of January 1, 2011, the provisions of this Section 6.2 shall no longer apply and all Accounts under the Plan shall be invested in accordance with the provisions of Section 6.1.
3. The Plan is amended by adding a new sentence at the end of existing Section 8.1(a) to read as follows:
Notwithstanding the foregoing, effective as of January 1, 2011, this Section 8.1(a) shall apply to the entirety of each Participant's Account under the Plan, without regard to the date on which any amounts were deferred or contributed to the Plan.
4. The Plan is amended by adding a new sentence at the end of existing Section 8.1(b) to read as follows:
Notwithstanding the foregoing, effective as of January 1, 2011, the provisions of this Section 8.1(b) shall no longer apply and all Accounts under the Plan shall be valued in accordance with the provisions of Section 8.1(a).
5. The Plan is amended by adding a new Section 8.2(b)(vi) to read as follows:
(vi) Notwithstanding the foregoing, with respect to any Participant who experiences a Separation from Service on or after January 1, 2011, if the aggregate balance of such

Participant's Accounts at such time is \$5,000 or less, then the full value of such Participant's Accounts shall be paid as a lump sum as soon as practicable, but in no event later than 60 days following such Separation from Service, subject to Section 8.3.

6. The Plan is amended by adding a new Section 9.3 to read as follows:

9.3 Elimination of Special Provisions.

Notwithstanding the foregoing, from and after January 1, 2011, Exhibit B shall no longer apply.

7. Except as amended hereby, the Plan shall remain in full force and effect.

/s/ TONY HORTON January 13, 2011

Tony Horton
Senior Vice President, Treasurer
Energy Future Holdings Corp. Date

/s/ LINDA JOJO January 19, 2011

Linda Jojo
Senior Vice President, Chief Information Officer
Energy Future Holdings Corp. Date

/s/ RICHARD LANDY January 20, 2011

Rich Landy
Executive Vice President, Human Resources
Energy Future Holdings Corp. Date

Paul Keglevic
Employment Arrangement

In October 2009, the Organization and Compensation Committee (O&C Committee) of the Board approved several changes to Paul Keglevic's compensation arrangement. Pursuant to Mr. Keglevic's amended employment arrangement, effective January 1, 2010, Mr. Keglevic's base salary was increased from \$600,000 to \$650,000, and Mr. Keglevic was granted a new cash-based retention incentive award (Retention Award). Under the terms of the Retention Award, Mr. Keglevic is entitled to receive on September 30, 2012, to the extent Mr. Keglevic remains employed by EFH Corp. on such date (with customary exceptions for death, disability and leaving for "good reason" or termination without "cause"), an additional one-time, lump-sum cash payment equal to 75% of the aggregate Executive Annual Incentive Plan award received by (or otherwise payable to) Mr. Keglevic for fiscal years 2009, 2010 and 2011. As described in greater detail in Item 9B of EFH Corp.'s annual report on Form 10-K for the fiscal year ended December 31, 2010, the O&C Committee recently approved a modification of the Retention Award.

Pursuant to Mr. Keglevic's amended employment arrangement, Mr. Keglevic received a grant of 1,000,000 new stock options under the 2007 Stock Incentive Plan for Key Employees of Energy Future Holdings Corp. and Affiliates (Stock Option Plan) at a strike price of \$3.50 per share. Half of Mr. Keglevic's new stock options are cliff-vested options that will vest 100% on September 30, 2014, and the other half are time-vested options that will vest 20% per year over a five-year period beginning September 30, 2009. In connection with the grant of these new stock options, Mr. Keglevic surrendered to EFH Corp. 500,000 unvested performance-related stock options that were granted to Mr. Keglevic when he joined EFH Corp. As described in greater detail in Item 9B of EFH Corp.'s annual report on Form 10-K for the fiscal year ended December 31, 2010, the O&C Committee recently approved an exchange program pursuant to which our executive officers, including Mr. Keglevic, may exchange any and all of their outstanding stock option awards.

Mr. Paul Keglevic forfeited his rights to the deferred shares granted to him in July 2008, and on July 28, 2010, the Organization and Compensation Committee of the Board of Directors of EFH Corp. approved certain changes to Mr. Keglevic's compensation arrangement. Pursuant to the new arrangement, Mr. Keglevic will receive 225,000 shares of EFH Corp.'s common stock if he is employed by EFH Corp. on September 30, 2012. If Mr. Keglevic's employment with EFH Corp. terminates for any reason prior to September 30, 2012 (other than for "cause" or without "good reason"), he will also be entitled to receive the 225,000 shares. If Mr. Keglevic receives the 225,000 shares in accordance with the terms of his new arrangement, he has the right to sell the shares to EFH Corp. for \$3,140,000, at any time during the period beginning on September 30, 2012 and ending on the sixtieth business day following his termination of employment (or, in the event Mr. Keglevic receives the shares upon his termination of employment, at any time during the period ending on the sixtieth business day following his termination of employment).

DEFERRED SHARE AGREEMENT

This Deferred Share Agreement, dated as of July 1, 2008 (this "Agreement") by and among Energy Future Holdings Corp. ("EFH Corp.") and Paul Keglavic (the "Executive").

WHEREAS, the Executive is employed by EFH Corp., pursuant to an employment agreement dated July 1, 2008 (the "Employment Agreement"),

WHEREAS, in connection with Executive's continued employment with EFH Corp., EFH Corp. has agreed to deliver 225,000 shares of common stock, no par value, of EFH Corp. ("Shares") under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFERRED SHARE AWARD

1.1 Number of Shares. Subject to the vesting requirements under Section 1.2(a), EFH Corp. shall deliver 225,000 Shares to the Executive on the Distribution Date, provided, however, that if, after the date hereof and prior to the Distribution Date, there is a merger, spin-off, stock dividend, recapitalization, reorganization, stock split or other similar event that results in an adjustment to an outstanding Share, the number of Shares to be delivered on the Distribution Date pursuant to this Section 1.1 shall be adjusted by the Board of Directors of EFH Corp. (or a committee thereof) in a manner which is necessary to reflect the effect of such event on the Shares, consistent with the treatment of stockholders of EFH Corp.

1.2 Distribution Date.

(a) Provided the Executive is employed on the third anniversary of the Effective Date (as defined by the Employment Agreement) of Executive's Employment Agreement with EFH Corp., the Shares shall vest and become nonforfeitable as to (i) 112,500 of the Shares on the date that is the third anniversary date of this Agreement and (ii) provided Executive is employed on the fifth anniversary of the Effective Date of Executive's Employment, the remaining 112,500 of the Shares shall vest and become nonforfeitable on the date that is the fifth anniversary date of this Agreement, provided that any shares not yet vested shall become 100% vested and become nonforfeitable upon the first to occur of (x) immediately prior to a Change of Control (as defined in the 2007 Stock Incentive Plan for Key Employees of EFH Corp.) or (y) a termination of Executive's employment by EFH Corp. without Cause, by Executive for Good Reason or due to Executive's death or Disability ("Cause," "Good Reason" and "Disability" are defined as provided in the Employment Agreement). The Shares shall be delivered to the Executive on the "Distribution Date", which, subject to Section 3.3 below, shall be the earliest of the following dates:

(1) the occurrence of Executive's separation of service for any reason, or, if necessary to meet the distribution requirement of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the date that is six months and one day following such separation, and

-
- (2) the occurrence of a change in the ownership or effective control of EFH Corp., or in the ownership of a substantial portion of the assets of EFH Corp., occurring prior to Executive's separation from service; and
 - (3) the 90th day following the fifth anniversary date of the Agreement.

in each case within the meaning of, and interpreted in a manner consistent with regulations under, Section 409A of the Code.

(b) In the event of the Executive's death, any distribution to which the Executive would be entitled shall be made to the Executive's estate or in accordance with the Executive's will, the designated beneficiary

1.3 Dividends If there is any dividend or distribution in respect of outstanding Shares, the Executive shall be entitled to receive a payment in respect of the Shares in the amount and form, and at the time, that such payment would have been made had the Executive actually held the underlying Shares, subject to applicable withholding taxes.

1.4 Right to Diversify If, prior to the Distribution Date, any of the Shares, had they been delivered to the Executive, would be released from the transfer restrictions contained in the Management Stockholders Agreement and could have been sold by the Executive without violation of applicable law or EFH Corp.'s trading policy, then upon and following the time of such release, the Executive shall have the right (a "Diversification Right"), exercisable by written notice to EFH Corp. and subject to reasonable administrative limitations, to convert his right to receive any or all of the Shares on the Distribution Date into a right to receive cash on the Distribution Date. In addition, the Executive shall have a Diversification Right with respect to any Shares that he would have been permitted to sell under the Sale Participation Agreement had he actually owned the Shares. In the event the Executive exercises a Diversification Right with respect to any Shares, the cash to be delivered to him on the Distribution Date shall equal the Fair Market Value (as defined in the Management Stockholders Agreement) of the Shares as to which the Diversification Right was exercised on the date of such exercise, as subsequently credited with investment returns based on notional investments as selected by the Executive from time to time following exercise of the Diversification Right from among those that EFH Corp. shall make available from among those notional investments under any nonqualified deferred compensation plan then maintained by EFH Corp. (or, if no such notional investments are made available, with compound annual interest equal to the prevailing prime rate plus 2 percentage points, but in no event shall it exceed EFH Corp.'s borrowing rate).

ARTICLE II

ADDITIONAL AGREEMENTS

2.1 Additional Agreements. Simultaneously with the execution of this Agreement, the parties shall execute a Management Stockholders Agreement and a Sale Participation Agreement each of which shall apply to the Shares subject to this Agreement.

2.2 Special Put Right. If the Executive's employment with EFH Corp. terminates for any reason prior to July 1, 2013, other than for Cause or without Good Reason (as defined in the Employment Agreement), he shall have the right (but not the obligation) to sell to EFH Corp. all (but not less than all) of the Shares delivered pursuant to Section 1.2 for a purchase price of \$3,200,000 (the "Special Put Right"). In the event the Executive intends to exercise the Special Put Right, he shall send written notice, postmarked on or prior to the sixtieth day following termination of his employment, to EFH Corp. of his intention to sell the Shares in exchange for the applicable purchase price ("Put Option Notice"). The completion of the purchase shall take place at the principal office of EFH Corp. no later than the twentieth business day (such date to be determined by EFH Corp.) after the giving of the Put Option Notice. The applicable purchase price shall be paid by delivery to the Executive of a check payable to the order of the Executive against delivery of duly executed stock powers transferring the Shares.

ARTICLE III

TAX MATTERS

3.1 Tax Withholding and Reporting. Upon any Distribution Date, EFH Corp. shall be entitled to withhold from any payment or distribution to the Executive an amount necessary to satisfy applicable withholding taxes that become due by reason of such payment or distribution. EFH Corp. acknowledges that for income tax purposes, the Executive will not include into income any amount payable on the Distribution Date until payment is actually made on the Distribution Date. EFH Corp. shall report and file all EFH Corp. tax returns and information reports (including Form W-2) consistent with such position.

3.2 Delivery Before Liquidity. If, on the Distribution Date, (i) Shares are to be delivered to the Executive, and (ii) the Executive cannot resell promptly within a reasonable time thereafter such Shares either because there is no public market for the Shares, or the Executive is restricted under the Management Stockholders Agreement, EFH Corp. trading policies or applicable securities law from selling the Shares, EFH Corp. shall, immediately repurchase such number of Shares that, on the Distribution Date, have a Fair Market Value equal to the minimum statutory tax withholding obligation attributable to delivery of the Shares.

3.3 Tax Assessment Prior to Distribution Date. If there is a final tax assessment against the Executive that any amount otherwise payable under this Agreement is taxable in a year prior to the year that includes the Distribution Date, EFH Corp. shall immediately pay or distribute the cash or Shares that otherwise would have been paid or delivered on the Distribution Date, and if the Executive cannot promptly within a reasonable time thereafter resell such Shares either because there is no public market for the Shares, or the Executive is restricted under the Management Stockholders Agreement, EFH Corp. trading policies or applicable securities law from selling the Shares, EFH Corp. shall immediately repurchase such number of Shares that, on the Distribution Date, have a Fair Market Value equal to the amount of such tax assessment (or, if such assessment exceeds the Fair Market Value of all of the Shares, then all of the Shares will be repurchased).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF EFH CORP.

EFH Corp. hereby represents and warrants to the Executive as of the date hereof and the date of the Closing that:

4.1 Corporate Existence and Power. EFH Corp. is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authorization. The execution, delivery and performance by EFH Corp. of this Agreement and the consummation of the transactions contemplated hereby are within EFH Corp.'s corporate powers and have been duly authorized by all necessary action on the part of EFH Corp. This Agreement has been duly and validly executed and delivered by EFH Corp. Assuming this Agreement is the valid and binding agreement of each of the Executive, this Agreement constitutes the legal, valid and binding agreement of EFH Corp., enforceable against EFH Corp. in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement or creditors' rights generally and general equitable principles.

4.3 Noncontravention. The execution, delivery and performance by EFH Corp. of this Agreement does not and will not (a) violate the certificate of incorporation of EFH Corp., (b) violate any law, rule, regulation, judgment, injunction, order or decree applicable to or binding upon EFH Corp., (c) require any consent or other action by any person under, constitute a default under (with due notice or lapse of time or both), or give rise to any right of termination, cancellation or acceleration of any right or obligation of EFH Corp. or to a loss of any benefit to which EFH Corp. is entitled under any provisions of any agreement or other instrument binding upon EFH Corp. or any of its assets or properties or (d) result in the creation or imposition of any material mortgage, lien, pledge, charge, security interest or encumbrance on any property or asset of EFH Corp.

4.4 Valid Issuance of Securities. The Shares which may be issued to the Executive hereunder will, when issued and delivered in accordance with the terms hereof, have been duly and validly authorized and issued and will be fully paid and nonassessable.

ARTICLE V

MISCELLANEOUS

5.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (d) one (1) business day after deposit with a nationally recognized overnight

courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to such party's address as set forth below or at such other address or to such other person as the party shall have furnished to each other party in writing in accordance with this provision:

if to EFH Corp., to

Energy Future Holdings Corp.
c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, New York 10019
Attention: Marc Lipschultz
Facsimile: (212) 750-0003

and

TPG Capital, L.P.
301 Commerce Street, Suite 3300
Forth Worth, Texas 76102
Attention: Clive Bode
Facsimile: (817) 871-4000

with copies to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Andrew W. Smith
Facsimile: (212) 455-2502

if to the Executive, at the Executive's address on file with EFH Corp.

5.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of (a) EFH Corp., in the case of assignment, delegation or transfer of any rights or obligations hereunder by the Executive, and (b) the Executive, in the case of assignment, delegation or transfer of any rights or obligations hereunder by EFH Corp.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without giving effect to any otherwise governing principles of conflicts of law.

5.5 Jurisdiction; Arbitration.

(a) In the event of any controversy among the parties hereto arising out of, or relating to, this Agreement which cannot be settled amicably by the parties, such controversy shall be finally, exclusively and conclusively settled by mandatory arbitration conducted expeditiously in accordance with the American Arbitration Association rules by a single independent arbitrator. Such arbitration process shall take place in Dallas, Texas. The decision of the arbitrator shall be final and binding upon all parties hereto and shall be rendered pursuant to a written decision, which contains a detailed recital of the arbitrator's reasoning. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(b) In the event of any arbitration or other disputes with regard to this Agreement or any other document or agreement referred to herein, each party to this Agreement shall pay its own legal fees and expenses, unless otherwise determined by the arbitrator. If the Executive substantially prevails on any of his substantive legal claims, then EFH Corp. shall reimburse all legal fees and arbitration fees incurred by the Executive to arbitrate the dispute.

5.6 Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.7 Counterparts; Third Party Beneficiaries. 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 and hereto were upon the same instrument. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

5.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

5.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

5.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

[Remainder of page intentionally left blank]

WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

ENERGY FUTURE HOLDINGS CORP.

By: /s/ RIZWAN CHAND

Name: Rizwan Chand

Title: Executive Vice President

/s/ PAUL KEGLEVIC

Paul Keglevic

[Signature Page to Deferred Share Agreement]

DEFERRED SHARE AGREEMENT

This Deferred Share Agreement, dated as of May 20, 2008 (this "Agreement") by and among Energy Future Holdings Corp ("Parent") and David A. Campbell (the "Executive").

WHEREAS, the Executive is employed by Parent and Luminant Holding Company LLC ("Luminant"), a subsidiary of Parent, pursuant to an employment agreement dated May 9, 2008 (the "Employment Agreement");

WHEREAS, in connection with Executive's continued employment with Parent and Luminant, Parent has agreed to deliver 500,000 shares of common stock, no par value, of Parent ("Shares") on the Distribution Date, as defined below;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I**DEFERRED SHARE AWARD**

1.1 Number of Shares. Parent shall deliver 500,000 Shares to the Executive on the Distribution Date; provided, however, that if, after the date hereof and prior to the Distribution Date, there is a merger, spin-off, stock dividend, recapitalization, reorganization, stock split or other similar event that results in an adjustment to an outstanding Share, the number of Shares to be delivered on the Distribution Date pursuant to Section 1.1 shall be adjusted by the Board of Directors of Parent (or a committee thereof) in a manner which is necessary to reflect the effect of such event on the Shares, consistent with the treatment of stockholders of Parent.

1.2 Distribution Date.

(a) The Shares shall be delivered to the Executive on the "Distribution Date", which, subject to Section 3.3 below, shall be the earlier of the following dates:

- (1) the occurrence of Executive's separation of service for any reason, or, if necessary to meet the distribution requirement of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the date that is six months and one day following such separation; and
- (2) the later of January 2, 2009 or the occurrence of a change in the ownership or effective control of Parent, or in the ownership of a substantial portion of the assets of Parent;

in each case within the meaning of, and interpreted in a manner consistent with regulations under, Section 409A of the Code.

b) In the event of the Executive's death, any distribution to which the Executive would be entitled shall be made to the Executive's estate or in accordance with the Executive's will, the designated beneficiary.

1.3 Dividends. If there is any dividend or distribution in respect of outstanding Shares, the Executive shall be entitled to receive a payment in respect of the Shares in the amount and form, and at the time, that such payment would have been made had the Executive actually held the underlying Shares, subject to applicable withholding taxes.

1.4 Right to Diversify. If, prior to the Distribution Date, any of the Shares, had they been delivered to the Executive, would be released from the transfer restrictions contained in the Management Stockholders Agreement and could have been sold by the Executive without violation of applicable law or Parent's trading policy, then upon and following the time of such release, the Executive shall have the right (a "Diversification Right"), exercisable by written notice to Parent and subject to reasonable administrative limitations, to convert his right to receive any or all of the Shares on the Distribution Date into a right to receive cash on the Distribution Date. In addition, the Executive shall have a Diversification Right with respect to any Shares that he would have been permitted to sell under the Sale Participation Agreement had he actually owned the Shares. In the event the Executive exercises a Diversification Right with respect to any Shares, the cash to be delivered to him on the Distribution Date shall equal the Fair Market Value (as defined in the Management Stockholders Agreement) of the Shares as to which the Diversification Right was exercised on the date of such exercise, as subsequently credited with investment returns based on notional investments as selected by the Executive from time to time following exercise of the Diversification Right from among those that Parent shall make available from among those notional investments under any nonqualified deferred compensation plan then maintained by Parent (or, if no such notional investments are made available, with compound annual interest equal to the prevailing prime rate plus 2 percentage points, but in no event shall it exceed Parent's borrowing rate).

ARTICLE II

ADDITIONAL AGREEMENTS

2.1 Additional Agreements. Simultaneously with the execution of this Agreement, the parties shall execute a Management Stockholders Agreement and a Sale Participation Agreement each of which shall apply to the Shares subject to this Agreement.

2.2 Special Put Right. If the Executive's employment with Parent and Luminant terminates for any reason prior to January 31, 2009, other than for Cause (as defined in the Employment Agreement), he shall have the right (but not the obligation) to sell to Parent all (but not less than all) of the Shares delivered pursuant to Section 1.2 for a purchase price of \$2,500,000 (the "Special Put Right"). In the event the Executive intends to exercise the Special Put Right, he shall send written notice, postmarked on or prior to the sixtieth day following termination of his employment, to Parent of his intention to sell the Shares in exchange for the applicable purchase price ("Put Option Notice"). The completion of the purchase shall take place at the principal office of Parent no later than the twentieth business day (such date to be determined by Parent) after the giving of the Put Option Notice. The applicable purchase price shall be paid by delivery to the Executive of a check payable to the order of the Executive against delivery of duly executed stock powers transferring the Shares.

ARTICLE III

TAX MATTERS

3.1 Tax Withholding and Reporting. Upon any Distribution Date, Parent shall be entitled to withhold from any payment or distribution to the Executive an amount necessary to satisfy applicable withholding taxes that become due by reason of such payment or distribution. Parent acknowledges that for income tax purposes, the Executive will not include into income any amount payable on the Distribution Date until payment is actually made on the Distribution Date. Parent shall report and file all Parent tax returns and information reports (including Form W-2) consistent with such position.

3.2 Delivery Before Liquidity. If, on the Distribution Date, (i) Shares are to be delivered to the Executive, and (ii) the Executive cannot resell promptly within a reasonable time thereafter such Shares either because there is no public market for the Shares, or the Executive is restricted under the Management Stockholders Agreement, Parent trading policies or applicable securities law from selling the Shares, Parent shall, immediately repurchase such number of Shares that, on the Distribution Date, have a Fair Market Value equal to the minimum statutory tax withholding obligation attributable to delivery of the Shares.

3.3 Tax Assessment Prior to Distribution Date. If there is a final tax assessment against the Executive that any amount otherwise payable under this Agreement is taxable in a year prior to the year that includes the Distribution Date, Parent shall immediately pay or distribute the cash or Shares that otherwise would have been paid or delivered on the Distribution Date, and if the Executive cannot promptly within a reasonable time thereafter resell such Shares either because there is no public market for the Shares, or the Executive is restricted under the Management Stockholders Agreement, Parent trading policies or applicable securities law from selling the Shares, Parent shall immediately repurchase such number of Shares that, on the Distribution Date, have a Fair Market Value equal to the amount of such tax assessment (or, if such assessment exceeds the Fair Market Value of all of the Shares, then all of the Shares will be repurchased).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent hereby represents and warrants to the Executive as of the date hereof and the date of the Closing that:

4.1 Corporate Existence and Power. Parent is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authorization. The execution, delivery and performance by Parent of this Agreement and the consummation of the transactions contemplated hereby are within Parent's corporate powers and have been duly authorized by all necessary action on the part of Parent. This Agreement has been duly and validly executed and delivered by Parent. Assuming this Agreement is the valid and binding agreement of each of the Executive, this Agreement constitutes the legal, valid and binding agreement of Parent, enforceable against Parent in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement or creditors' rights generally and general equitable principles.

4.3 Noncontravention. The execution, delivery and performance by Parent of this Agreement does not and will not (a) violate the certificate of incorporation of Parent, (b) violate any law, rule, regulation, judgment, injunction, order or decree applicable to or binding upon Parent, (c) require any consent or other action by any person under, constitute a default under (with due notice or lapse of time or both), or give rise to any right of termination, cancellation or acceleration of any right or obligation of Parent or to a loss of any benefit to which Parent is entitled under any provisions of any agreement or other instrument binding upon Parent or any of its assets or properties or (d) result in the creation or imposition of any material mortgage, lien, pledge, charge, security interest or encumbrance on any property or asset of Parent.

4.4 Valid Issuance of Securities. The Shares which may be issued to the Executive hereunder will, when issued and delivered in accordance with the terms hereof, have been duly and validly authorized and issued and will be fully paid and nonassessable.

ARTICLE V

MISCELLANEOUS

5.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to such party's address as set forth below or at such other address or to such other person as the party shall have furnished to each other party in writing in accordance with this provision:

if to Parent, to:

Energy Future Holdings Corp.
c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street, Suite 4200
New York, New York 10020
Attention: Marc Lipschultz
Facsimile: (212) 750-0003

and

TPG Capital, L.P.
301 Commerce Street, Suite 3300
Forth Worth, Texas 76102
Attention: Clive Bode
Facsimile: (817) 871-4000

with copies to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Andrew W. Smith
Facsimile: (212) 455-2502

if to the Executive, at the Executive's address on file with Parent.

5.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of (a) Parent, in the case of assignment, delegation or transfer of any rights or obligations hereunder by the Executive, and (b) the Executive, in the case of assignment, delegation or transfer of any rights or obligations hereunder by Parent.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without giving effect to any otherwise governing principles of conflicts of law.

5.5 Jurisdiction; Arbitration.

(a) In the event of any controversy among the parties hereto arising out of, or relating to, this Agreement which cannot be settled amicably by the parties, such controversy shall be finally, exclusively and conclusively settled by mandatory arbitration conducted expeditiously in accordance with the American Arbitration Association rules by a single independent arbitrator. Such arbitration process shall take place in Dallas, Texas. The decision of the arbitrator shall be final and binding upon all parties hereto and shall be rendered pursuant to a written decision, which contains a detailed recital of the arbitrator's reasoning. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(b) In the event of any arbitration or other disputes with regard to this Agreement or any other document or agreement referred to herein, each party to this Agreement shall pay its own legal fees and expenses, unless otherwise determined by the arbitrator. If the Executive substantially prevails on any of his substantive legal claims, then Parent shall reimburse all legal fees and arbitration fees incurred by the Executive to arbitrate the dispute.

5.6 Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

5.7 Counterparts, Third Party Beneficiaries. 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 and hereto were upon the same instrument. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

5.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

5.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

5.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

ENERGY FUTURE HOLDINGS CORP.

By: /s/ RIZWAN CHAND

Name: Rizwan Chand

Title: Executive Vice President

/s/ DAVID CAMPBELL

David Campbell

[Signature Page to Deferred Share Agreement]

**ENERGY FUTURE HOLDINGS CORP.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**

	Successor				Predecessor	
	Period from October 11, 2007 Through December 31, 2007				Period from January 1, 2007 through October 10, 2007	
	2010	2009	2008		2007	2006
EARNINGS:						
Income (loss) from continuing operations	\$ (2,812)	\$ 408	\$ (9,998)	\$ (1,361)	\$ 699	\$ 2,465
Subtract: Equity in earnings of unconsolidated subsidiaries (net of tax)	(277)	—	—	—	—	—
Add: Total federal income tax expense (benefit)	389	367	(471)	(673)	309	1,263
Fixed charges (see detail below)	3,646	3,225	5,280	905	777	907
Distributed income of equity investees	169	—	—	—	—	—
Total earnings (loss)	<u>\$ 1,115</u>	<u>\$ 4,000</u>	<u>\$ (5,189)</u>	<u>\$ (1,129)</u>	<u>\$ 1,785</u>	<u>\$ 4,635</u>
FIXED CHARGES:						
Interest expense	\$ 3,614	\$ 3,190	\$ 5,246	\$ 899	\$ 750	\$ 877
Rentals representative of the interest factor	32	35	34	6	27	30
Total fixed charges	<u>\$ 3,646</u>	<u>\$ 3,225</u>	<u>\$ 5,280</u>	<u>\$ 905</u>	<u>\$ 777</u>	<u>\$ 907</u>
RATIO OF EARNINGS TO FIXED CHARGES (a)	<u>—</u>	<u>1.24</u>	<u>—</u>	<u>—</u>	<u>2.30</u>	<u>5.11</u>

- (a) Fixed charges exceeded earnings by \$2.531 billion, \$10.469 billion and \$2.034 billion for the years ended December 31, 2010 and 2008 and for the period from October 11, 2007 through December 31, 2007, respectively

**ENERGY FUTURE HOLDINGS CORP.
SUBSIDIARY HIERARCHY
Effective December 31, 2010**

	<u>Jurisdiction</u>
Energy Future Holdings Corp.	Texas
Energy Future Competitive Holdings Company	Texas
Texas Competitive Electric Holdings LLC	Delaware
TCEH Finance, Inc.	Delaware
Generation MT Company LLC	Delaware
Luminant Holding Company LLC	Delaware
Luminant Energy Company LLC	Texas
Luminant ET Services Company	Texas
Luminant Energy Trading California Company	Texas
Luminant Energy Services Company	Texas
Luminant Generation Company LLC	Texas
Nuclear Energy Future Holdings LLC	Delaware
Nuclear Energy Future Holdings II LLC	Delaware
Comanche Peak Nuclear Power Company LLC	Delaware
Valley NG Power Company LLC	Texas
Luminant Renewables Company LLC	Texas
Generation SVC Company	Texas
Luminant Power Services Company	Delaware
Big Brown 3 Power Company LLC	Texas
Big Brown Power Company LLC	Texas
Collin Power Company LLC	Delaware
DeCordova Power Company LLC	Texas
Lake Creek 3 Power Company LLC	Texas
Martin Lake 4 Power Company LLC	Texas
Monticello 4 Power Company LLC	Texas
Morgan Creek 7 Power Company LLC	Texas
Oak Grove Management Company LLC	Delaware
Oak Grove Power Company LLC	Texas
Sandow Power Company LLC	Texas
Tradinghouse 3 & 4 Power Company LLC	Texas
Tradinghouse Power Company LLC	Texas
Valley Power Company LLC	Texas
Luminant Mining Services Company	Delaware
Big Brown Lignite Company LLC	Texas
Luminant Big Brown Mining Company LLC	Texas
Luminant Mining Company LLC	Texas
Oak Grove Mining Company LLC	Texas
Luminant Mineral Development Company LLC	Texas
NCA Resources Development Company LLC	Texas
TXU Energy Retail Company LLC	Texas
TXU Retail Services Company	Delaware
TXU SESCO Company LLC	Texas
TXU SESCO Energy Services Company	Texas
TXU Energy Solutions Company LLC	Texas
TXU SEM Company	Delaware
Brighten Holdings LLC	Delaware
Brighten Energy LLC	Delaware
Energy Future Intermediate Holding Company LLC ⁴	Delaware
EFIH Finance Inc	Delaware
Oncor Electric Delivery Holdings Company LLC	Delaware
Oncor Electric Delivery Company LLC ²	Delaware
Oncor Management Investment LLC ³	Delaware

	Jurisdiction
Oncor Electric Delivery Transition Bond Company LLC	Delaware
Oncor Electric Delivery Administration Corp.	Texas
Oncor License Holdings Company LLC	Texas
Oncor Communications Holdings Company LLC	Delaware
EFH Renewables Company LLC	Delaware
EFH Corporate Services Company	Texas
EFH CG Management Company LLC	Texas
Generation Development Company LLC	Delaware
NCA Development Company LLC	Texas
EFH Properties Company	Texas
Basic Resources Inc	Texas
TXU Receivables Company	Delaware
EFH Vermont Insurance Company	Vermont
LSGT Gas Company LLC	Texas
LSGT SACROC, Inc.	Texas
Humphreys & Glasgow Limited	United Kingdom
EEC Holdings, Inc	Nevada
EECI, Inc.	Nevada
Ebasco Services of Canada, Ltd	Canada
	United Kingdom

¹ 88% ownership interest

² 80.033% ownership interest

³ Oncor Management Investment LLC owns 0.217% of Oncor Electric Delivery Company LLC. Regarding the ownership of Oncor Management Investment LLC, Oncor Electric Delivery Company LLC owns 100% of the Class A membership interests. Certain management employees of Oncor Electric Delivery Company LLC own 100% of the Class B membership interests.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-165860 on Form S-3 of our reports dated February 17, 2011, relating to the consolidated financial statements of Energy Future Holdings Corp. and subsidiaries ("EFH Corp.") (which report expresses an unqualified opinion and includes an explanatory paragraph regarding EFH Corp.'s adoption of amended consolidation accounting standards related to variable interest entities and EFH Corp.'s adoption of amended guidance regarding transfers of financial assets effective January 1, 2010, on a prospective basis) and the effectiveness of EFH Corp.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of EFH Corp. for the year ended December 31, 2010.

/s/ Deloitte & Touche LLP

Dallas, Texas
February 17, 2011

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Energy Future Holdings Corp. Registration Statement No. 333-165860 on Form S-3 of our report dated February 17, 2011, relating to the financial statements of Oncor Electric Delivery Holdings Company LLC and subsidiaries, appearing in the Annual Report on Form 10-K of Energy Future Holdings Corp. for the year ended December 31, 2010.

s Deloitte & Touche LLP

Dallas, Texas
February 17, 2011

ENERGY FUTURE HOLDINGS CORP.
Certificate Pursuant to Section 302
of Sarbanes – Oxley Act of 2002

I, John F. Young, certify that:

1. I have reviewed this annual report on Form 10-K of Energy Future Holdings Corp.,
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 17, 2011

Signature:
Title:

/s/ JOHN F. YOUNG
 John F. Young
 President and Chief Executive Officer

ENERGY FUTURE HOLDINGS CORP.
Certificate Pursuant to Section 302
of Sarbanes – Oxley Act of 2002

I, Paul M. Keglevic, certify that:

1. I have reviewed this annual report on Form 10-K of Energy Future Holdings Corp.:
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report,
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of and for, the periods presented in this report,
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 17, 2011

/s/ PAUL M. KEGLEVIC

Signature:
 Title:

Paul M. Keglevic
 Executive Vice President and Chief Financial Officer

ENERGY FUTURE HOLDINGS CORP.
Certificate Pursuant to Section 906
of Sarbanes - Oxley Act of 2002
CERTIFICATION OF CEO

The undersigned, John F. Young, President and Chief Executive Officer of Energy Future Holdings Corp (the "Company"), DOES HEREBY CERTIFY that:

1. The Company's Annual Report on Form 10-K for the period ended December 31, 2010 (the "Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th day of February 2011.

/s/ JOHN F. YOUNG

Name: John F. Young
Title: President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Energy Future Holdings Corp. and will be retained by Energy Future Holdings Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

ENERGY FUTURE HOLDINGS CORP.
Certificate Pursuant to Section 906
of Sarbanes - Oxley Act of 2002
CERTIFICATION OF CFO

The undersigned, Paul M. Keglevic, Executive Vice President and Chief Financial Officer of Energy Future Holdings Corp. (the "Company"), DOES HEREBY CERTIFY that:

1. The Company's Annual Report on Form 10-K for the period ended December 31, 2010 (the "Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th day of February 2011.

/s/ PAUL M. KEGLEVIC

Name: Paul M. Keglevic
Title: Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Energy Future Holdings Corp. and will be retained by Energy Future Holdings Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

**Energy Future Holdings Corp. Consolidated
Adjusted EBITDA Reconciliation**

	Year Ended December 31,	
	2010	2009
	(millions of dollars)	
Net income (loss) attributable to EFH Corp.	\$ (2,812)	\$ 344
Income tax expense	389	367
Interest expense and related charges	3,554	2,912
Depreciation and amortization	1,407	1,754
EBITDA	\$ 2,538	\$ 5,377
Oncor EBITDA	—	(1,354)
Oncor Holdings distributions	169	216
Interest income	(10)	(45)
Amortization of nuclear fuel	140	101
Purchase accounting adjustments (a)	210	340
Impairment of goodwill	4,100	90
Impairment of assets and inventory write down (b)	15	42
Net gain on debt exchange offers	(1,814)	(87)
Net income attributable to noncontrolling interests	—	64
Equity in earnings of unconsolidated subsidiary	(277)	—
EBITDA amount attributable to consolidated unrestricted subsidiaries	1	3
Unrealized net gain resulting from hedging transactions	(1,221)	(1,225)
Amortization of "day one" net loss on Sandow 5 power purchase agreement	(22)	(10)
Losses on sale of receivables	—	12
Noncash compensation expenses (c)	18	11
Severance expense (d)	4	10
Transition and business optimization costs (e)	4	22
Transaction and merger expenses (f)	48	81
Restructuring and other (g)	(117)	(14)
Expenses incurred to upgrade or expand a generation station (h)	100	100
Adjusted EBITDA per Incurrence Covenant	\$ 3,886	\$ 3,734
Add Oncor Adjusted EBITDA (reduced by Oncor distributions/ dividends)	\$ 1,354	\$ 1,123
Adjusted EBITDA per Restricted Payments Covenant	\$ 5,240	\$ 4,857

- (a) Purchase accounting adjustments include amortization of the intangible net asset value of retail and wholesale power sales agreements, environmental credits, coal purchase contracts, nuclear fuel contracts and power purchase agreements and the stepped up value of nuclear fuel. Also include certain credits not recognized in net income due to purchase accounting.
- (b) Impairment of assets includes impairments of land and charges related to the cancelled development of coal-fueled generation facilities.
- (c) Noncash compensation expenses are accounted for under accounting standards related to stock compensation and exclude capitalized amounts.
- (d) Severance expense includes amounts incurred related to outsourcing, restructuring and other amounts deemed to be in excess of normal recurring amounts.
- (e) Transition and business optimization costs include professional fees primarily for retail billing and customer care systems enhancements and incentive compensation.
- (f) Transaction and merger expenses include costs related to the Merger and abandoned strategic transactions, outsourcing transition costs, administrative costs related to the cancelled program to develop coal-fueled generation facilities, the Sponsor Group management fee and costs related to certain growth initiatives.
- (g) Restructuring and other for 2010 includes a gain on termination of a long-term power sales contract and for 2009 primarily represents reversal of certain liabilities accrued in purchase accounting and recorded as other income, partially offset by restructuring and nonrecurring activities.
- (h) Expenses incurred to upgrade or expand a generation station reflect noncapital outage costs.

**Texas Competitive Electric Holdings Company LLC Consolidated
Adjusted EBITDA Reconciliation**

	Year Ended December 31	
	2010	2009
	(millions of dollars)	
Net income (loss)	\$ (3,383)	\$ 709
Income tax expense	402	447
Interest expense and related charges	2,837	1,833
Depreciation and amortization	1,380	1,172
EBITDA	\$ 1,236	\$ 4,161
Interest income	(91)	(64)
Amortization of nuclear fuel	140	101
Purchase accounting adjustments (a)	163	293
Impairment of goodwill	4,100	70
Impairment of assets and inventory write down (b)	13	36
Net gain on debt exchange offers	(687)	—
EBITDA amount attributable to consolidated unrestricted subsidiaries	1	3
Unrealized net gain resulting from hedging transactions	(1,221)	(1,225)
Amortization of "day one" net loss on Sandow 5 power purchase agreement	(22)	(10)
Corporate depreciation, interest and income tax expenses included in SG&A expense	9	6
Losses on sale of receivables	—	12
Noncash compensation expense (c)	14	1
Severance expense (d)	3	10
Transition and business optimization costs (e)	9	25
Transaction and merger expenses (f)	38	5
Restructuring and other (g)	(116)	(19)
Expenses incurred to upgrade or expand a generation station (h)	100	100
Adjusted EBITDA per Incurrence Covenant	\$ 3,689	\$ 3,505
Expenses related to unplanned generation station outages	132	91
Other adjustments allowed to determine Adjusted EBITDA per Maintenance Covenant (i)	29	38
Adjusted EBITDA per Maintenance Covenant	\$ 3,850	\$ 3,634

- (a) Purchase accounting adjustments include amortization of the intangible net asset value of retail and wholesale power sales agreements, environmental credits, coal purchase contracts, nuclear fuel contracts and power purchase agreements and the stepped up value of nuclear fuel. Also include certain credits not recognized in net income due to purchase accounting.
- (b) Impairment of assets includes impairment of land.
- (c) Noncash compensation expenses are accounted for under accounting standards related to stock compensation and exclude capitalized amounts.
- (d) Severance expense includes amounts incurred related to outsourcing, restructuring and other amounts deemed to be in excess of normal recurring amounts.
- (e) Transition and business optimization costs include professional fees primarily for retail billing and customer care systems enhancements and incentive compensation.
- (f) Transaction and merger expenses include costs related to the Merger, outsourcing transition costs and costs related to certain growth initiatives.
- (g) Restructuring and other for 2010 includes a gain on termination of a long-term power sales contract and for 2009 primarily represents reversal of certain liabilities accrued in purchase accounting and recorded as other income, partially offset by restructuring and nonrecurring activities.
- (h) Expenses incurred to upgrade or expand a generation station reflect noncapital outage costs.
- (i) Primarily pre-operating expenses relating to Oak Grove and Sandow 5.

**Energy Future Intermediate Holding Company LLC Consolidated
Adjusted EBITDA Reconciliation**

	Year Ended December 31,	
	2010	2009
	(millions of dollars)	
Net income	\$ 213	\$ 74
Income tax benefit	(42)	(93)
Interest expense and related charges	315	279
Depreciation and amortization	—	—
EBITDA	\$ 486	\$ 260
Oncor Holdings distributions	169	216
Interest income	(209)	(4)
Equity in earnings of unconsolidated subsidiary (net of tax)	(277)	(256)
Other	—	(1)
Adjusted EBITDA per Incurrence Covenant	\$ 169	\$ 215
Add Oncor Adjusted EBITDA (reduced by Oncor Holdings distributions)	\$ 1,354	\$ 1,123
Adjusted EBITDA per Restricted Payments Covenants	\$ 1,523	\$ 1,338

ONCOR ELECTRIC DELIVERY HOLDINGS COMPANY LLC
AN ENERGY FUTURE HOLDINGS CORP. ENTERPRISE
CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2010
AND
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

GLOSSARY

When the following terms and abbreviations appear in the text of this report, they have the meanings indicated below.

2009 Audited Financial Statements	Oncor Holdings' audited financial statements for the year ended December 31, 2009 included in EFH Corp.'s Annual Report on Form 10-K for the year ended December 31, 2009 filed on February 19, 2010 (Commission File No 001-12833)
Bondco	Refers to Oncor Electric Delivery Transition Bond Company LLC, a wholly-owned consolidated bankruptcy-remote financing subsidiary of Oncor that has issued securitization (transition) bonds to recover certain regulatory assets and other costs.
Cappgemini	Cappgemini Energy LP, a provider of business process support services to Oncor
Deed of Trust	Deed of Trust, Security Agreement and Fixture Filing, dated as of May 15, 2008, made by Oncor to and for the benefit of The Bank of New York Mellon (formerly The Bank of New York), as collateral agent, as amended
EBITDA	Refers to earnings (net income) before interest expense, income taxes, depreciation and amortization.
EFH Corp.	Refers to Energy Future Holdings Corp., a holding company, and/or its subsidiaries, depending on context. Its major subsidiaries include Oncor and TCEH.
EFH Retirement Plan	Refers to the defined benefit pension plan sponsored by EFH Corp., in which Oncor is a participating subsidiary.
EFIH	Refers to Energy Future Intermediate Holding Company LLC, a direct, wholly-owned subsidiary of EFH Corp. and the direct parent of Oncor Holdings.
ERCOT	Electric Reliability Council of Texas, the independent system operator and the regional coordinator of the various electricity systems within Texas
ERISA	Employee Retirement Income Security Act of 1974, as amended
FASB	Financial Accounting Standards Board, the designated organization in the private sector for establishing standards for financial accounting and reporting
FERC	US Federal Energy Regulatory Commission
GAAP	generally accepted accounting principles
Investment LLC	Refers to Oncor Management Investment LLC, a limited liability company and minority membership interest owner of Oncor (approximately 0.22%), whose managing member is Oncor and whose Class B Interests are owned by certain members of the management team and independent directors of Oncor.
IRS	US Internal Revenue Service
kWh	kilowatt-hours
LIBOR	London Interbank Offered Rate. An interest rate at which banks can borrow funds, in marketable size, from other banks in the London interbank market.
Limited Liability Company Agreement	The Second Amended and Restated Limited Liability Company Agreement of Oncor, dated as of November 5, 2008, by and among Oncor Holdings, Texas Transmission and Investment LLC, as amended
Luminant	Refers to subsidiaries of TCEH engaged in competitive market activities consisting of electricity generation and wholesale energy sales and purchases as well as commodity risk management and trading activities, all largely in Texas.
Merger	The transaction referred to in "Merger Agreement" (defined immediately below) that was completed on October 10, 2007.

Merger Agreement	Agreement and Plan of Merger, dated February 25, 2007, under which Texas Holdings agreed to acquire EFH Corp.
Moody's	Moody's Investors Services, Inc. (a credit rating agency)
Oncor	Refers to Oncor Electric Delivery Company LLC, a direct, majority-owned subsidiary of Oncor Holdings, and/or its wholly-owned consolidated bankruptcy-remote financing subsidiary, Bondco, depending on context.
Oncor Holdings	Refers to Oncor Electric Delivery Holdings Company LLC, a direct, wholly-owned subsidiary of EFH and the direct majority owner of Oncor, and/or its subsidiaries, depending on context.
Oncor Plan	Refers to the Oncor Supplemental Retirement Plan, also referred to herein as the "Supplemental Retirement Plan."
Oncor Ring-Fenced Entities	Refers to Oncor Holdings and its direct and indirect subsidiaries.
OPEB	other postretirement employee benefits
OPEB plan	Refers to an EFH Corp.-sponsored plan, in which Oncor is a participating subsidiary, that offers certain health care and life insurance benefits to eligible employees and their eligible dependents upon the retirement of such employees from the company.
PUCT	Public Utility Commission of Texas
PURA	Texas Public Utility Regulatory Act
purchase accounting	The purchase method of accounting for a business combination as prescribed by US GAAP, whereby the cost or "purchase price" of a business combination, including the amount paid for the equity and direct transaction costs, are allocated to identifiable assets and liabilities (including intangible assets) based upon their fair values. The excess of the purchase price over the fair values of assets and liabilities is recorded as goodwill.
REP	retail electric provider
S&P	Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. (a credit rating agency)
SARs	Stock Appreciation Rights
SARs Plan	Refers to the Oncor Electric Delivery Company LLC Stock Appreciation Rights Plan.
SEC	US Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended
Sponsor Group	Refers collectively to the investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P. (KKR), TPG Capital, L.P. and GS Capital Partners, an affiliate of Goldman Sachs & Co. (See Texas Holdings below.)
TCEH	Refers to Texas Competitive Electric Holdings Company LLC, a direct, wholly-owned subsidiary of Energy Future Competitive Holdings Company and an indirect subsidiary of EFH Corp., and/or its subsidiaries, depending on context.
Texas Holdings	Refers to Texas Energy Future Holdings Limited Partnership, a limited partnership controlled by the Sponsor Group that owns substantially all of the common stock of EFH Corp.
Texas Holdings Group	Refers to Texas Holdings and its direct and indirect subsidiaries other than the Oncor Ring-Fenced Entities.
Texas Transmission	Refers to Texas Transmission Investment LLC, a limited liability company that owns a 19.75% equity interest in Oncor. Texas Transmission is not affiliated with EFH Corp., any of EFH Corp.'s subsidiaries or any member of the Sponsor Group.
TXU Energy	Refers to TXU Energy Retail Company LLC, a direct, wholly-owned subsidiary of TCEH engaged in the retail sale of electricity to residential and business customers. TXU Energy is a REP in competitive areas of ERCOT.

US
VIE

United States of America
variable interest entity

This Annual Report occasionally makes references to Oncor Holdings or Oncor when describing actions, rights or obligations of their respective subsidiaries. References to "we," "our," "us," and "the company" are to Oncor Holdings and/or its direct or indirect subsidiaries as apparent in the context. These references reflect the fact that the subsidiaries are consolidated with their respective parent companies for financial reporting purposes. However, these references should not be interpreted to imply that the parent company is actually undertaking the action or has the rights or obligations of the relevant subsidiary company or that the subsidiary company is undertaking an action or has the rights or obligations of its parent company or any other affiliate.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Member of
Oncor Electric Delivery Holdings Company LLC
Dallas, Texas

We have audited the accompanying consolidated balance sheets of Oncor Electric Delivery Holdings Company LLC and subsidiaries (the "Company") as of December 31, 2010 and 2009, and the related statements of consolidated income (loss), comprehensive income (loss), cash flows and membership interests for each of the three years in the period ended December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Oncor Electric Delivery Holdings Company LLC and subsidiaries as of December 31, 2010 and 2009, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2010, in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP

Dallas, Texas
February 17, 2011

ONCOR ELECTRIC DELIVERY HOLDINGS COMPANY LLC
STATEMENTS OF CONSOLIDATED INCOME (LOSS)
(millions of dollars)

	Year Ended December 31,		
	2010	2009	2008
Operating revenues:			
Affiliated	\$ 1,061	\$ 1,018	\$ 1,000
Nonaffiliated	1,853	1,672	1,580
Total operating revenues	<u>2,914</u>	<u>2,690</u>	<u>2,580</u>
Operating expenses:			
Operation and maintenance	1,009	962	852
Depreciation and amortization	673	557	492
Write off of regulatory assets (Note 5)		25	
Income taxes	193	145	191
Taxes other than income taxes	384	385	391
Total operating expenses	<u>2,259</u>	<u>2,074</u>	<u>1,926</u>
Operating income	655	616	654
Other income and deductions:			
Impairment of goodwill (Note 2)			860
Other income (Note 16)	36	49	15
Other deductions (Note 16)	8	14	25
Nonoperating income taxes	27	28	26
Interest income	38	43	45
Interest expense and related charges (Note 16)	347	346	316
Net income (loss)	347	320	(483)
Net (income) loss attributable to noncontrolling interests	(70)	(64)	160
Net income (loss) attributable to Oncor Holdings	<u>\$ 277</u>	<u>\$ 256</u>	<u>\$ (323)</u>
See Notes to Financial Statements			

STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME (LOSS)
(millions of dollars)

	Year Ended December 31,		
	2010	2009	2008
Net income (loss)	\$ 347	\$ 320	\$ (483)
Other comprehensive income, net of tax effects			
Cash flow hedges:			
Net decrease in fair value of derivatives (net of tax benefit of —, — and \$1)	—	—	(2)
Comprehensive income (loss)	347	320	(483)
Comprehensive (income) loss attributable to noncontrolling interests	(70)	(64)	160
Comprehensive income (loss) attributable to Oncor Holdings	<u>\$ 277</u>	<u>\$ 256</u>	<u>\$ (323)</u>

See Notes to Financial Statements

ONCOR ELECTRIC DELIVERY HOLDINGS COMPANY LLC
STATEMENTS OF CONSOLIDATED CASH FLOWS
(millions of dollars)

	Year Ended December 31,		
	2010	2009	2008
Cash flows — operating activities:			
Net income (loss)	\$ 347	\$ 320	\$ (483)
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	682	522	451
Write off of regulatory assets (Note 5)		25	
Deferred income taxes — net taxes — net	155	78	159
Amortization of investment tax credits	(5)	(5)	(5)
Reversal of reserve recorded in purchase accounting		(10)	
Impairment of goodwill (Note 2)			860
Bad debt expense	(1)	(3)	1
Other, net	1	2	5
Changes in operating assets and liabilities:			
Accounts receivable — trade (including affiliates)	(1)	(29)	(1)
Inventories	(4)	(29)	(12)
Accounts payable — trade (including affiliates)	(17)	7	6
Deferred advanced metering system revenues (Note 5)	11	57	
Other — assets	3	(40)	(14)
Other — liabilities	(74)	55	(11)
Cash provided by operating activities	<u>1,097</u>	<u>950</u>	<u>829</u>
Cash flows — financing activities:			
Issuance of long-term debt (Note 7)	475		1,500
Repayments of long-term debt (Note 7)	(108)	(104)	(99)
Net increase (decrease) in short-term borrowings (Note 6)	(239)	279	(943)
Proceeds from sale of noncontrolling interests, net of transaction costs (Note 10)	—		1,253
Distribution to parent of equity sale net proceeds	—		(1,253)
Distributions to parent (Note 9)	(109)	(216)	(330)
Distributions to noncontrolling interests	(42)	(36)	—
Decrease in income tax-related note receivable from TCEH	37	35	34
Excess tax benefit on stock-based incentive compensation	—		10
Debt discount, financing and reacquisition expenses — net	(15)	(3)	(18)
Cash provided by (used in) financing activities	<u>(61)</u>	<u>(65)</u>	<u>154</u>
Cash flows — investing activities:			
Capital expenditures	(1,020)	(998)	(919)
Cash settlements related to outsourcing contract termination (Note 12)			20
Other	(12)	16	20
Cash used in investing activities	<u>(1,032)</u>	<u>(982)</u>	<u>(879)</u>
Net change in cash and cash equivalents	<u>4</u>	<u>(97)</u>	<u>104</u>
Cash and cash equivalents — beginning balance	<u>29</u>	<u>126</u>	<u>22</u>
Cash and cash equivalents — ending balance	<u>\$ 33</u>	<u>\$ 29</u>	<u>\$ 126</u>

See Notes to Financial Statements

ONCOR ELECTRIC DELIVERY HOLDINGS COMPANY LLC
CONSOLIDATED BALANCE SHEETS
(millions of dollars)

	At December 31,	
	2010	2009
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 33	\$ 29
Restricted cash -- Bondco (Note 11)	53	47
Trade accounts receivable from nonaffiliates, net (Note 16)	254	243
Trade accounts and other receivables from affiliates	182	188
Income taxes receivable from EFH Corp. (Note 15)	72	-
Materials and supplies inventories - at average cost	96	92
Accumulated deferred income taxes (Note 4)	10	10
Prepayments	75	76
Other current assets	5	8
Total current assets	<u>780</u>	<u>693</u>
Restricted cash -- Bondco (Note 11)	16	14
Investments and other property (Note 11)	78	72
Property, plant and equipment, net (Note 16)	9,676	9,174
Goodwill (Notes 2 and 16)	4,064	4,064
Note receivable due from TCEH (Note 15)	178	217
Regulatory assets -- net -- Oncor (Note 5)	1,266	1,363
Regulatory assets -- net -- Bondco (Note 5)	516	596
Other noncurrent assets	264	51
Total assets	<u>\$ 16,838</u>	<u>\$ 16,244</u>
LIABILITIES AND MEMBERSHIP INTERESTS		
Current liabilities:		
Short-term borrowings (Note 6)	\$ 377	\$ 616
Long-term debt due currently -- Bondco (Note 7)	113	108
Trade accounts payable	125	129
Income taxes payable to EFH Corp. (Note 15)	-	5
Accrued taxes other than income taxes	133	137
Accrued interest	108	104
Other current liabilities	109	106
Total current liabilities	<u>965</u>	<u>1,205</u>
Long-term debt, less amounts due currently -- Oncor (Note 7)	4,783	4,335
Long-term debt, less amounts due currently -- Bondco (Note 7)	550	661
Accumulated deferred income taxes (Notes 1 and 4)	1,516	1,369
Investment tax credits	32	37
Other noncurrent liabilities and deferred credits (Note 16)	1,996	1,879
Total liabilities	<u>9,842</u>	<u>9,486</u>
Commitments and contingencies (Note 8)		
Membership interests (Note 9):		
Capital account	5,516	5,397
Accumulated other comprehensive income (loss), net of tax effects	(2)	(2)
Oncor Holdings membership interest	5,544	5,395
Noncontrolling interests in subsidiary	1,452	1,363
Total membership interests	<u>6,996</u>	<u>6,758</u>
Total liabilities and membership interests	<u>\$ 16,838</u>	<u>\$ 16,244</u>

See Notes to Financial Statements