

**FOURTH AMENDMENT
TO THE
ERCOT HEALTH CARE ACCOUNT PLAN**

Pursuant to Section 9.01 of the ERCOT Health Care Account Plan (the “Plan”), the Electric Reliability Council of Texas, Inc. (the “Employer”) may amend the Plan by a written instrument executed by an officer of the Employer and authorized or ratified by the Board or may amend the Plan with respect to administrative particulars without Board authorization or ratification if the rights of Participants are not decreased by more than a de minimus degree. Therefore, the Employer hereby amends the Plan in the following particulars to be effective as specified herein:

1.

Effective for Plan Years beginning on and after January 1, 2009, delete Section 2.14 of the Plan and substitute the following therefor:

2.14 Period of Coverage means, with respect to an Election that is effective for a Participant during a Plan Year, the period of time beginning on the effective date of the Election and ending on the date that such Election terminates as provided in Section 4.04 of the Flexible Benefits Plan; provided, however, that (a) if the Election terminates pursuant to Section 4.04(b) or (c) of the Flexible Benefits Plan, the Period of Coverage shall end instead on the last day of the month in which the Election terminates; and (b) if the Election terminates pursuant to Section 4.04(d) of the Flexible Benefits Plan while the Participant is on unpaid FMLA Leave, the Period of Coverage shall not so terminate unless the Participant has been notified as required pursuant to 29 C.F.R. § 825.212(a)(1).

2.

Effective January 1, 2010, delete Section 2.17 of the Plan and substitute the following therefor:

2.17 Plan Year means: (a) a calendar year prior to January 1, 2010, (b) the six (6) consecutive month period beginning on January 1, 2010, and ending on June 30, 2010, or (c) a twelve (12) consecutive month period beginning on July 1, 2010, or any subsequent anniversary thereof.

3.

Effective for Plan Years beginning on and after January 1, 2009, delete Subsections (c) and

(d) of Section 3.03 of the Plan and substitute the following therefor:

(c) The last day of the month in which the Participant's outstanding Election terminates if it terminates pursuant to Section 4.04(c) of the Flexible Benefits Plan.

(d) The last day of the month in which occurs the last day of the period for which the Participant made the contributions required pursuant to an outstanding Election.

4.

Effective July 1, 2004, in Section 3.04 of the Plan, change the phrase "Section 3.04 of the Flexible Benefits Plan" to "Section 4.05 of the Flexible Benefits Plan."

5.

Effective January 1, 2010, delete Subsections (a) through (c) of Section 4.01 of the Plan and substitute therefor the following Subsections (a) through (c) and flush language at the end thereof:

(a) If the Period of Coverage begins on the first day of a Plan Year, the Maximum Election Amount;

(b) If the Period of Coverage begins after the first day of a Plan Year and no prior Election was in effect for the Participant during the Plan Year, the Maximum Election Amount, multiplied by a fraction, the numerator of which is the number of Payroll Periods in the Period of Coverage (assuming that the Period of Coverage will last until the end of the Plan Year) and the denominator of which is the Total Payroll Periods; or

(c) If one or more prior Elections were in effect for the Participant during the Plan Year, the difference between (i) the Maximum Election Amount, multiplied by a fraction, the numerator of which is the number of Payroll Periods in the portion of the Plan Year beginning on the effective date of the earliest such Election and the denominator of which is the Total Payroll Periods, and (ii) the aggregate Pre-tax Contributions made or due to be made pursuant to such prior Election(s) in effect during the Plan Year.

For purposes of this Section, each of the following terms shall have the respective meanings given below:

- (i) "Maximum Election Amount" means, with respect to a Plan Year, \$2,500 for the Plan Year beginning January 1, 2010, and \$5,000 for any other Plan Year.
- (ii) "Total Payroll Periods" means, with respect to a Plan Year, 12 for the Plan Year beginning January 1, 2010, and 24 for any other Plan Year.

6.

Effective January 1, 2010, delete Section 5.08 of the Plan and substitute the following therefor:

5.08 Reports to Participants. At such time or times as the Plan Administrator may determine, the Third-party Administrator shall furnish or make available to each Participant (and former Participant) such information, including information regarding contributions made and/or benefits paid, as the Plan Administrator may determine from time to time.

7.

Effective February 1, 2002, add the following Subsection (f) to Section 7.03 of the Plan:

(f) "Maximum Reimbursement Amount" has the meaning provided in Section 5.09(a).

8.

All other parts of the Plan not inconsistent herewith are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Employer has executed this Fourth Amendment to the ERCOT Health Care Account Plan on this the ____ day of November, 2009.

EMPLOYER:

Electric Reliability Council of Texas, Inc.

By: _____

Name: _____

Title: _____