



ETHICS AGREEMENT FOR DIRECTORS AND SEGMENT ALTERNATES

The Electric Reliability Council of Texas, Inc. ("ERCOT") is a Texas non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act. ERCOT has been formed for the limited purpose of: promoting the reliable and efficient operations of electric power systems, ensuring open access for all users of the ERCOT transmission and distribution systems on a non-discriminatory basis, coordinating activities within the region of the Electric Reliability Council of Texas and as liaison to the North American Electric Reliability Council, and performing the functions of an Independent Organization. ERCOT is certified as the Independent Organization for the ERCOT Region by the Public Utility Commission of Texas ("PUCT").

The management of ERCOT is vested in a Board of Directors and such committees of the Board that the Board may, from time to time, establish. It is the duty of the Board to initiate any specific action required, in their opinion, to fulfill the purposes of ERCOT as stated above, within the limitations of the Articles of Incorporation, applicable laws and the Bylaws.

Potential Conflicts of Interest

Each Director shall have an affirmative duty to disclose to the Board, any actual or potential conflicts of interest of the Director, or his employer where, and to the extent that, such conflicts or potential conflicts directly or indirectly affect any matter that comes before the Board. A Director with a direct interest in a matter, personally or via his employer, shall recuse himself from deliberations and actions on the matter in which the conflict arises and shall abstain on any vote on the matter and not otherwise participate in a decision on the matter. A direct interest is a specific interest of a person or entity in a particular matter, provided that an interest that is common to entities in a Director's Market Segment or a general interest of some or all Market Participant Directors in a matter does not constitute direct interest. Any disclosure of a direct interest by a Director shall be noted in the minutes of the Board meeting at which the direct interest is disclosed. Mere attendance at the meeting, without participating in discussion of the issue raising the potential conflict, shall not constitute participation.

Each Director must disclose all personal relationships (including household member or family member (spouse, parent, child, or sibling, including step and adoptive relatives) relationships) with ERCOT vendors to the Board. Such relationships include: current ties (within the last two years) as a director, officer, or employee of an ERCOT vendor; direct business relationships, other than retail customer relationships, with an ERCOT vendor; and directly or indirectly owning or holding at least five percent (5%) of voting securities of an ERCOT vendor.

ERCOT may not make any loan to a Director of ERCOT. A Director may not lend money to, or otherwise transact business with, ERCOT except as otherwise provided by the Bylaws, the Articles of Incorporation, and applicable law. If a Director or member of his or her immediate family is an officer or director or owns or has a beneficial interest in more than ten percent of the stock in a bank or other financial institution that would otherwise be a Qualified Institution (as defined in ERCOT's Investment Policy), such Director shall provide full disclosure of such relationship or stock holdings in documented form to be filed with the permanent records of



ERCOT. ERCOT may not borrow money from, or otherwise transact business with a Director unless the transaction is described fully in a legally binding instrument and is in ERCOT's best interests. ERCOT may not borrow money from, or otherwise transact business with a Director without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

Independence of Unaffiliated Directors

Unaffiliated Directors are required to maintain independence of any Market Participant in the ERCOT Region. Requirements of such independence include, but are not limited to, the following:

An Unaffiliated Director or family member (any spouse, parent, spouse of a parent, child or sibling, including step and adoptive relatives) shall not have current or recent ties (within the last two years) as a director, officer or employee of a Market Participant or its Affiliates; an Unaffiliated Director or family member (any spouse, parent, spouse of a parent, child or sibling, including step and adoptive relatives) shall not have direct business relationships, other than retail customer relationships, with a Market Participant or its Affiliates; and to the extent that an Unaffiliated Director or family member (any spouse, parent, spouse of a parent, child or sibling, including step and adoptive relatives) living in the same household owns stocks or bonds of Market Participants, these must be divested or placed in a blind trust prior to being seated on the Board.

Prohibited Acts

As long as ERCOT exists, no Director may:

- Do any act in violation of the Bylaws.
- Do any act in violation of a binding obligation of ERCOT except with the Board's prior approval.
- Do any act with the intention of harming ERCOT or any of its operations.
- Receive an improper personal benefit from the operation of ERCOT.
- Use ERCOT's assets, directly or indirectly, for any purpose other than carrying on ERCOT's business.
- Wrongfully transfer or dispose of ERCOT property, including intangible property such as good will.
- Use ERCOT's name (or any substantially similar name) or any trademark or trade name adopted by ERCOT, except on behalf of ERCOT in the ordinary course of its business or as a reference to the ERCOT region.
- Disclose any of ERCOT's or Member's business practices, trade secrets, or any other confidential or proprietary information not generally known to the business community to any person not authorized to receive it.
- Take any action, without written notice to Members and reasonable time for Members to respond, that would cause another ERCOT Member that is not a "public utility" under the Federal Power Act or ERCOT itself to become a "public utility" under the Federal Energy



Regulatory Commission ("FERC") rules or become subject to any plenary jurisdiction of FERC.

Violations of these prohibited acts may lead to sanction, suspension, expulsion or termination after a hearing as described in Article 3 of the Bylaws.

The Ethics Agreement is not intended to alter in any way the duties, obligations and rights of Directors as set for in the Articles of Incorporation, Bylaws and applicable law, nor does it create any third party rights, claims or causes of action. To the extent, if any, that the Ethics Agreement is inconsistent with the Articles of Incorporation, Bylaws or applicable law, the Articles of Incorporation, Bylaws and applicable laws shall control. Directors will be required to reaffirm the Ethics Agreement on an annual basis.

By my signature I, _____, acknowledge that I have read and understand the above Ethics Agreement and agree to be bound by its terms.

Director Signature: _____

Date: _____