



April 29, 2021

Brad Jones

Dear Brad:

At the ERCOT Board of Directors' direction, it is my pleasure to offer you the position of Interim President and Chief Executive Officer (CEO) at ERCOT. We are excited at the prospect of you rejoining and leading ERCOT's executive team. This offer is contingent upon satisfactory completion of ERCOT's pre-employment screening requirements, including a drug test, background investigation, reference checks and verification of eligibility to work in the United States.

This letter serves as a summary of the terms of the offer of your employment. Your employment with ERCOT is at will, meaning that your employment may be terminated at any time, by either party, with or without cause and with or without notice. All company policies are subject to change, depending on business considerations.

The offer details are as follows:

Job Title:	Interim President and CEO
Salary:	Annualized amount of \$500,000 to be paid on a semi-monthly basis
Location:	Taylor Control Center
Reports To:	ERCOT Board of Directors
Start Date:	May 4, 2021

As an ERCOT employee, you will be eligible to participate in all company-sponsored benefits on the first of the month following your start date. ERCOT offers an excellent benefits package, which includes health, dental, vision, life insurance, long/short-term disability insurance, long-term care insurance, Section 125 Flexible Spending Account, and participation opportunity in a 401(k) Savings Plan. Our 401(k) Savings Plan offers pre-tax and Roth after-tax deferrals. Our 401(k) Savings Plan also offers institutional share class mutual funds, Targeted Retirement Funds, and a Self-Directed Brokerage Account Option. ERCOT contributes a fixed non-elective contribution of 10% of salary for all employees (regardless of contribution) and also matches 75% of the employee's contribution up to 6% of pay. ERCOT's Benefits Summary is attached for more details. These benefit plans may, from time to time, be changed without advance notice and without cause.

You will receive 200 hours of paid vacation and 80 hours of paid sick leave per year, earned on an accrual basis in accordance with ERCOT's standard vacation accrual policy. You will also have up to 32 hours of Paid Time-Off (PTO) prorated per your hire date. At your option, you may elect to forgo sick leave and

receive up to 6 additional PTO days, prorated per your hire date. PTO days must be used within the calendar year. On date of hire, you will be required to complete a PTO election form. You will also have the option to purchase additional vacation during your election period after date of hire. ERCOT also provides 9 paid holidays per year.

Please be aware that ERCOT's Conflict of Interest Corporate Standard prohibits direct ownership of stock in any ERCOT market participant, and would require you to dispose of any such stock or stock options within six months following your hire date. The list of current ERCOT market participants may be found under the Key Documents section at:

. You will be required to execute an Employee Ethics and Confidentiality Agreement (which is found under the Key Documents section at:

) upon hire. If you do hold stock of any ERCOT market participants, please disclose such stock holdings and any other potential conflicts of interest in the Employee Ethics and Confidentiality Agreement.

At the April 27, 2021 ERCOT Urgent Board Meeting, the Board elected you to serve as the Interim President and CEO, with all of the rights, powers and duties of ERCOT's President and CEO, beginning upon the earlier of the last day of the current President and CEO's employment or May 4, 2021, and continuing until the earlier of one year or ERCOT's employment of a permanent President and CEO. As part of agreeing to the terms of this offer:

- (i) You cannot actively pursue the permanent CEO position.
- (ii) You shall devote your full business efforts and time to ERCOT.
- (iii) You must reside in Texas during your employment with ERCOT.
- (iv) You acknowledge that you are elected by the Board and are accountable to the Public Utility Commission of Texas (PUCT) and the Texas Legislature.
- (v) You report directly to the Board administratively; and you will report regularly to the Board and the Public Utility Commission of Texas (PUCT) on the operations and activities of ERCOT.
- (vi) You are responsible for providing leadership to achieve effective operation and growth of the organization, for the general management of all activities, and for carrying out the policies and directives of the Board.
- (vii) You shall abide by all ERCOT employment policies, including executing and abiding by the ERCOT Employee Ethics and Confidentiality Agreement.
- (viii) You acknowledge that your appointment and compensation is subject to PUCT review and approval, pursuant to PUCT Substantive Rule Section 25.362(h).
- (ix) You shall serve on the ERCOT Board of Directors as required by Public Utility Regulatory Act Section 39.151(g)(3) and, as such, will abide by all laws and regulations which apply to the Board; and you will not serve on the Nominating Committee of the Board as provided by ERCOT Bylaws Section 4.3(b)(1) and any other Committee of the Board unless as otherwise directed by the Board.
- (x) You shall abide by the provisions of the ERCOT Bylaws and the ERCOT Board Policies and Procedures, in effect at the current time, which can both be found under the Key Documents section of the _____ page on the ERCOT website.
- (xi) In your capacity as an *ex officio*, voting Director on the ERCOT Board as Interim President and CEO, you will recuse yourself from participation and vote on the selection of your successor, that is, the permanent President and CEO, pursuant to the ERCOT Bylaws.
- (xii) You shall not serve on the board of directors of any member of ERCOT.
- (xiii) You shall not serve on the board of directors of any other organization without advance written approval of ERCOT.

If this offer is acceptable to you, please sign below and scan and e-mail to
have any questions about this offer, don't hesitate to call me at (512) 426-5271.

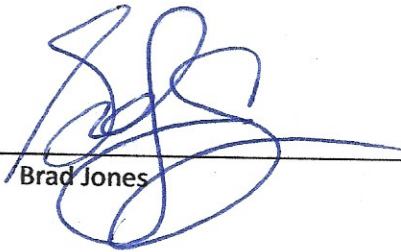
. If you

Sincerely,

Mara Spak
VP, Human Resources

I accept ERCOT's offer of employment:

Signature



Brad Jones

Date:

7/30/2021