



## Department of Energy

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

November 29, 2023

In reply refer to: FOIA #BPA-2024-00052-F

**SENT VIA EMAIL ONLY TO:** [david.francis2@bp.com](mailto:david.francis2@bp.com)

David Francis  
bp Energy Company  
Helios Plaza  
201 Helios Way  
Houston, TX 77079

Dear Mr. Francis,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on October 12, 2023, and formally acknowledged on October 16, 2023.

### **Request**

"...SPP Markets+ Market Participant Phase One Funding Agreement between Bonneville Power Administration (BPA)/Department of Energy and the Southwest Power Pool (SPP). The Agreement is alluded to here: <https://www.bpa.gov/-/media/Aep/projects/grid-modernization/bpa-letter-regarding-spp-markets.pdf>."

### **Response**

BPA searched for and gathered records responsive to your request. BPA collected nine pages of responsive records from knowledgeable agency personnel in the Market Initiatives office. Those nine pages accompany this communication, released in full.

### **Fees**

There are no fees associated with processing your FOIA request.

### **Certification**

Pursuant to 10 C.F.R. § 1004.7, I am the individual responsible for the records search and information release described above. Your FOIA request BPA-2024-00052-F is now closed with the responsive agency information provided.

### **Appeal**

Note that the records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals  
HG-1, L'Enfant Plaza  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to [OHA.filings@hq.doe.gov](mailto:OHA.filings@hq.doe.gov), including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication may be directed to the FOIA Public Liaison James King at [jjking@bpa.gov](mailto:jjking@bpa.gov) or 503-230-7621. Thank you for your interest in the Bonneville Power Administration.

Sincerely,

Rachel L. Hull  
Freedom of Information/Privacy Act Officer

**SPP MARKETS+**  
**PHASE 1 FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is entered into by and between Southwest Power Pool, Inc., an Arkansas nonprofit corporation (“SPP”) and the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Bonneville). SPP and Bonneville are referred to in the Agreement individually as a “Party” and, collectively, as “Parties.”

**RECITALS**

- A. Bonneville has determined to contribute funding for the creation of the design for Markets+ including the tariff and other governing documents filed with the Federal Energy Regulatory Commission (“FERC”) (“Phase 1”);
- B. SPP has determined to create the Markets+ design, including the tariff and other governing documents to be filed with FERC; and
- C. The Parties are entering into this Agreement to set forth the terms upon which SPP will complete the Markets+ design and tariff to file with FERC on or before December 31, 2024 (“Filing Date”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Effective Date and Term.

(a) This Agreement shall become effective on the date it is executed by both Parties (“Effective Date”), provided that Bonneville’s funding and payment obligations in Section 4 will only become effective upon Critical Mass being achieved or as provided in Section 2(b). Critical Mass occurs when at least two contiguous Balancing Authorities and not less than 150,000 GWh of 2021 Net Energy for Load (“NEL”) have each executed a Markets+ Phase 1 funding agreement with SPP. SPP will promptly notify Bonneville upon Critical Mass being achieved.

(b) This Agreement includes and incorporates Exhibit A as posted by SPP on SPP’s website and as revised by SPP from time to time in accordance with this Agreement. Exhibit A identifies the funding obligations of all entities who have executed effective Markets+ funding agreements with SPP.

(c) The term of the Agreement (“Term”) shall commence on the Effective Date and shall terminate upon the earlier of (1) the date that a contract between SPP and Bonneville becomes effective for the funding of Markets+ Phase 2; or (2) termination in accordance with Section 2 of this Agreement; or (3) such other date as mutually agreed to by the Parties (“Termination Date”).

(d) SPP will update the posted Exhibit A as entities execute or terminate Markets+ Phase 1 funding agreements prior to Critical Mass and through April 17, 2023.

(e) Any entity seeking to execute a Markets+ Phase 1 funding agreement after April 17, 2023, will be eligible to do so after the Markets+ tariff is filed at FERC.

2. Termination.

(a) If Critical Mass has not been achieved, Bonneville may terminate this Agreement in its sole discretion by providing written notice to SPP on or before April 3, 2023, and, if so terminated, will have no further rights or obligations under this Agreement.

(b) If Critical Mass has not been achieved by 5:00 pm Central Time on March 31, 2023, then no later than 9:00 am Central Time on April 3, 2023, SPP will post Exhibit A identifying Bonneville's Phase 1 Obligation and the funding obligations for each entity executing an agreement to fund Markets+ Phase 1 based on information available to SPP at such time. SPP will update and post Exhibit A not later than 9:00 am Central Time on April 4, 2023, reflecting current information of all entities who have signed funding agreements with SPP for Markets+ Phase 1 that have not terminated or expired (each a "Remaining Participant"). If the Phase 1 Obligation specified in Exhibit A posted on April 4, 2023, for Bonneville and each Remaining Participant is not 20% greater than each such entity's Phase 1 Obligation specified in Exhibit A on April 3, 2023, then Bonneville's funding obligations in Section 4 will become effective. If the Phase 1 Obligation specified in Exhibit A posted on April 4, 2023, for Bonneville or any Remaining Participant is more than 20% greater than such entity's Phase 1 Obligation specified in Exhibit A on April 3, 2023, then SPP, Bonneville and the Remaining Participants will promptly meet (in person or virtually) and engage in good faith discussions to determine if there is sufficient interest to fund Phase 1 and Post-Phase 1 based on the Exhibit A posted April 4, 2023, and each entity's expected financial commitment *provided* that this Agreement will automatically terminate effective April 15, 2023, unless Bonneville and SPP have agreed in writing to continue funding and waive the foregoing automatic termination. In the event of automatic termination Bonneville will have no rights or obligations under this Agreement. If Critical Mass is achieved by 5:00 pm Central Time on March 31, 2023, this Section 2(b) will be of no force or effect.

(c) The Parties may mutually agree to terminate this Agreement in writing at any time. In addition, either Party may terminate this Agreement in its sole discretion after conclusion of the negotiation period in Section 2(d) or as provided in Sections 2(e) or 2(f) as applicable.

(d) SPP or Bonneville may unilaterally terminate this Agreement after April 3, 2023, and must first notify the other Party in writing of its intent to do so ("Notice of Intent to Terminate"). The Parties will engage in thirty (30) calendar days of good faith negotiations to determine if concerns leading to the issuance of the Notice of Intent to Terminate are capable of resolution and, if so, to resolve such concerns. If the Parties successfully resolve the concerns of the Party issuing the Notice of Intent to Terminate, the Party that issued such notice shall notify the other Party in writing of the withdrawal of such Notice ("Notice of Resolution").

(e) Any time after thirty (30) calendar days from the date of the Notice of Intent to Terminate under Section 2(d), issued by either Party, and prior to the date of a Notice of Resolution, SPP may terminate this Agreement by providing written notice to Bonneville that it is terminating this Agreement ("SPP Termination Notice") effective immediately. SPP may

terminate this Agreement under the terms of this Section 2(e) at its sole discretion for any reason. If SPP terminates this Agreement pursuant to this Section 2(e), SPP will make a good faith effort to terminate any further costs and obligations related to its performance of this Agreement., SPP shall provide an accounting of all funds received from Bonneville and the other Phase 1 funding parties and, to the extent reasonably feasible and as permitted, shall refund to Bonneville its proportionate share of any unused and uncommitted funds.

(f) Any time after thirty (30) calendar days from the date of the Notice of Intent to Terminate under Section 2(d), issued by either Party, and prior to the date of a Notice of Resolution, Bonneville may terminate this Agreement by providing written notice to SPP that it is terminating this Agreement (“Bonneville Termination Notice”) effective immediately. Bonneville may terminate this Agreement under the terms of this Section 2(f) at its sole discretion for any reason.

(g) Except as noted in Section 5 and this Section 2(g), as of the Termination Date, this Agreement will become wholly void and of no further force and effect, without further action by either Party, and the liabilities and obligations of the Parties hereunder will terminate, and each Party shall be fully released and discharged from any liability or obligation under or resulting from this Agreement. Notwithstanding the foregoing, if Bonneville terminates after April 3, 2023, (other than as a result of an automatic termination provided in Section 2(b)), its obligation to pay SPP the Phase 1 Obligation under Section 4 shall survive until fully satisfied. Bonneville’s obligation to pay the Post Phase 1 Monthly Obligation identified in Exhibit A ceases upon the Termination Date.

### 3. Markets+ Phases.

(a) As described in Section 2.2.1.1 of the final proposal for SPP Markets+ (“Final Service Offering”), Bonneville will have the right to vote in the stakeholder process in Phase 1 during the Term of this Agreement. SPP will complete the Markets+ tariff and other governing documents and submit the tariff to FERC for approval. Phase 1 will be completed on the Filing Date. After the Filing Date, Post Phase 1 will begin to support the responses, technical analysis and research necessitated by FERC filing.

(b) Upon FERC approval of the necessary Markets+ tariff, SPP will begin Phase 2 of Markets+, which will encompass the systems and processes changes required for implementation. The terms and conditions for funding and participating in Phase 2 will be addressed in a separate agreement.

### 4. Funding and Payments.

(a) The costs expected to be incurred by SPP to complete Phase 1 are identified in Exhibit A as the “Phase 1 Funding Fee” and “Post Phase 1 Monthly Run Rate.” Bonneville shall pay SPP (1) a percentage of the Phase 1 Funding Fee (“Phase 1 Obligation”), and (2) a percentage of the Post Phase 1 Monthly Run Rate identified in Exhibit A (“Post Phase 1 Monthly Obligation”) for each month after the completion of Phase 1 and until this Agreement is terminated as described in Section 1(c) or 2, subject to adjustment as described in Section 4(b). Except as provided in Section 2(e), no payment made under Section 4 will be returned or refunded. Bonneville’s percentage for the purposes of determining the Phase 1 Obligation and Post Phase 1 Monthly Obligation will be specified in Exhibit A and based on Bonneville’s 2021 NEL or 2021 generation output (if Bonneville is participating only with generation) measured in MWh versus total

aggregate 2021 NEL and generation output for Bonneville and all Remaining Participants. The calculation of Bonneville's Phase 1 Obligation and Post Phase 1 Monthly Obligation is specified in Exhibit A and will be recalculated if the aggregate NEL and generation output for all Remaining Participants changes.

(b) SPP will provide prompt written notice to Bonneville if SPP reasonably projects either the Phase 1 Obligation or the Post Phase 1 Monthly Run Rate is insufficient to ensure SPP's costs to perform this Agreement are recovered or Bonneville's Post Phase 1 Monthly Obligation is expected to increase due to a reduction in Remaining Participants ("Change Notice"). Any Change Notice will identify the amount of insufficiency. The Parties will meet and confer promptly to determine if the projected increased costs are appropriately identified and calculated and determine whether and how to complete Phase 1 or Post Phase 1, as applicable.

(c) Any change to the Post Phase 1 Monthly Run Rate or Bonneville's Post Phase 1 Monthly Obligation described in Section 4(b) will be memorialized in a revision to Exhibit A, which will then be posted on the internet website of SPP and will be binding upon the Parties without the need for execution of an amendment to this Agreement effective the date the updated Exhibit A is posted to SPP's website. Changes that require revision of any provision of this Agreement other than Exhibit A shall be reflected in an executed amendment to this Agreement.

(d) As set forth in the table below, Bonneville's Phase 1 Obligation will be split into four payments. Thirty (30) calendar days prior to each payment due date identified below, SPP will deliver an invoice to Bonneville for the percentage share of Bonneville's Phase 1 Obligation, as set forth in Exhibit A. In the event Phase 1 is completed prior to January 1, 2025, Bonneville's Phase 1 Obligation shall become due and payable in full no later than thirty (30) days after completion of Phase 1.

<b>Payment No.</b>	<b>Payment Due Date</b>	<b>Percentage</b>
1	May 20, 2023	40%
2	September 1, 2023	20%
3	February 1, 2024	20%
4	January 1, 2025	20%

If SPP issues a Change Notice during Phase 1 and the Parties agree to continue performance of this Agreement, SPP will deliver an invoice to Bonneville for an amount determined by the Parties. After completion of Phase 1, SPP will deliver an invoice to Bonneville for the Post Phase 1 Monthly Obligation on the first day of each month until this Agreement is terminated as described in Section 2. If SPP provides a Change Notice after completion of Phase 1, the Bonneville's Post Phase 1 Monthly Obligation may be adjusted on a monthly basis to account for new or terminating parties from the Post Phase 1 Markets+ effort. Upon termination of this Agreement, the Bonneville's percentage used to calculate the Post Phase 1 Monthly Run Rate will be reduced to zero for subsequent monthly invoices. Unless otherwise agreed, Bonneville will pay SPP's invoices within thirty (30) calendar days of receipt of the invoice.

(e) On or before FERC issues an order approving the Markets+ tariff, SPP will estimate and communicate to Bonneville the Markets+ projected implementation cost ("Phase 2 Cost") based on the final approved market design filed at FERC. The sum of all Phase 1 Obligation payments, all Post Phase 1 Monthly Obligation payments, and the Phase 2 Cost will constitute the



“Markets+ Total Cost.” In the event that the sum of all Phase 1 Obligation payments and all Post Phase 1 Monthly Obligation payments made to SPP by Bonneville and all Remaining Participants is less than the SPP’s actual expenditures during the Phase 1 and Post Phase 1 periods, the difference will be included in the Markets+ Total Cost.

(f) For the purposes of estimating and supporting decision making for participating in Phase 2, SPP will determine Bonneville’s percentage responsibility of the Markets+ Total Cost (“Markets+ Bonneville Obligation”) based on the participating parties at the time of the Markets+ tariff filing at FERC. If Bonneville did not terminate this Agreement before the expiration of the Term of this Agreement, the sum of Bonneville’s Phase 1 Obligation payments and Post Phase 1 Monthly Obligation payments will be credited towards Bonneville’s Markets+ Bonneville Obligation in Phase 2. If Bonneville terminates this Agreement before the expiration of the Term of this Agreement, Bonneville will not receive a credit for its Phase 1 Obligation or Post Phase 1 Monthly Obligation payments towards Bonneville’s Markets+ Bonneville Obligation in Phase 2 and any payments made by the terminating Bonneville will be applied as a credit in the Markets+ Total Cost calculation. Executing this Agreement does not obligate or commit Bonneville to fund Markets+ Phase 2.

5. Limitation of Liability.

To the extent allowed by law, the Parties acknowledge and agree that, except as otherwise specified in Section 4 of this Agreement, neither Party shall be liable to the other Party for any claim, loss, cost, liability, damage or expense, including any direct damage or any special, indirect, exemplary, punitive, incidental or consequential loss or damage (including any loss of revenue, income, profits or investment opportunities or claims of third party customers), arising out of or directly or indirectly related to such other Party’s decision to enter into this Agreement, such other Party’s performance under this Agreement, or any other decision by such Party with respect to this Agreement. This Section 5 will survive the Termination Date and any expiration or termination of this Agreement.

Claims for property damage, personal injury and death against the United States must be brought under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

6. Force Majeure.

If and to the extent that a Party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, pandemics, rebellions or revolutions, or any other similar cause beyond its reasonable control (each a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then such Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, the claiming Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If SPP experiences a Force Majeure Event, it shall promptly notify the Bonneville of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.



7. General Provisions.

(a) This Agreement, including Exhibit A to this Agreement, constitutes the entire agreement between the Parties, and supersedes any prior written or oral agreements or understandings between the Parties, relating to the subject matter of this Agreement; provided, that nothing in this Agreement shall limit, Bonneville, or in any manner modify the existing legal rights, privileges, and duties of each of the Parties as provided by any other agreement between the Parties, or by any statute or any other law or applicable court or regulatory decision by which such Party is bound.

(b) This Agreement may not be amended except in writing hereafter signed by both of the Parties; provided, however, SPP may modify Exhibit A in accordance with Section 4.

(c) Any waiver by a Party to this Agreement of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver, shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

(d) This Agreement is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.

(e) Neither Party shall have the right to voluntarily assign its interest in this Agreement, including its rights, duties, and obligations hereunder, without the prior written consent of the other Party, which consent may be withheld by the other Party in its sole and absolute discretion. Any assignment made in violation of the terms of this Section 7(e) shall be null and void and shall have no force and effect.

(f) In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, in whole or part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law provided such remaining provisions retain the essence of the bargain struck by the Parties as of the Effective Date, and such invalid or unenforceable provision shall be replaced by the Parties with a provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable provision.

(g) Whenever this Agreement requires or provides that (i) a notice be given by a Party to the other Party or (ii) a Party's action requires the approval or consent of the other Party, such notice, consent or approval shall be given in writing and shall be given by personal delivery, by recognized overnight courier service, electronic mail, or by certified mail (return receipt requested), postage prepaid, to the recipient thereof at the address given for such Party as set forth below, or to such other address as may be designated by notice given by any Party to the other Party in accordance with the provisions of this Section 7(g):

If to Bonneville:

Joel D. Cook  
Chief Operating Officer, K-7  
Bonneville Power Administration  
P.O. Box 3621  
Portland, OR 97208-3621  
Email: [jdcook@bpa.gov](mailto:jdcook@bpa.gov)

If to SPP:

Lanny Nickell  
Executive Vice President and Chief Operating Officer  
201 Worthen Drive  
Little Rock, AR 72223-4936  
Email: [lnickell@spp.org](mailto:lnickell@spp.org)

For any notice, consent, or approval given by personal delivery, overnight courier, or certified mail, the delivering Party shall send contemporaneously a copy thereof by email to the receiving Party at the address specified above. Each notice, consent or approval shall be effective (a) if given by personal delivery, on the later of the day (1) of such delivery, or (2) that the email copy of such notice, consent, or approval is delivered to the receiving Party; (b) if given by overnight delivery, on the later of the (1) first business day following dispatch, or (2) day that the email copy of such notice, consent, or approval is delivered to the receiving Party; or (c) if given by certified mail (return receipt requested), on the later of the (1) third business day following mailing, or (2) day that the email copy of such notice, consent, or approval is delivered to the receiving Party. It is the responsibility of each Party to provide, in accordance with this Section, notice to the other Party of any necessary change in the contact or address information herein.

Notwithstanding the foregoing, SPP's notice of Critical Mass being achieved pursuant to Section 1(a) may be provided by email only and Bonneville's notice of termination pursuant to Section 2(a) must be provided to SPP by e-mail at [csimpson@spp.org](mailto:csimpson@spp.org) and will be deemed effective as of the date and time the e-mail is sent regardless of whether during business hours or on a business day.

(h) This Agreement may be executed in one or more counterparts (including by facsimile or a scanned image), each of which when so executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

(i) Nothing contained in this Agreement shall be construed as creating a corporation, company, partnership, association, joint venture or other entity with the other Party, nor shall anything contained in this Agreement be construed as creating or requiring any fiduciary relationship between the Parties. No Party shall be responsible hereunder for the acts or omissions of the other Party.

(j) The decision to execute a Markets+ Phase 1 Funding Agreement and participate in Markets+ remains within the sole discretion of Bonneville and the decision whether to continue to offer Markets+ development and services remains within the sole discretion of SPP.

(k) Nothing in this Agreement shall preclude a Party from exercising any rights or taking any action (or having its affiliates take any action) with respect to any other matter.

(l) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) the insertion of headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Agreement; (ii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (iii) words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement (including Exhibit A to this Agreement) as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires; (iv) the word "including" or any variation thereof means "including, without limitation" and does not limit any general statement that it follows to the specific or similar items or matters immediately following it; and (v) the Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof favoring or disfavoring any Party will exist or arise by virtue of the authorship of any provision of this Agreement.

(m) The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

8. Venue.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the United States. Venue for any action hereunder shall be FERC, the U.S. Court of Federal Claims, or any other Federal court of competent jurisdiction.

9. Dispute Resolution.

Unless otherwise provided herein, each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the Parties shall, to the extent practicable, first attempt to resolve the matter through direct good faith negotiation between the Parties, including a full opportunity for escalation to executive management within the Parties' respective organizations. For all other matters, the Parties may pursue action at FERC, the U.S. Court of Federal Claims, or in a Federal court of competent jurisdiction, in which case:

(a) To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation within the Federal court specified herein in Section 9, directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

10. Third Party Agreements.

The Parties may engage in discussions with third parties, either jointly or unilaterally, to facilitate the development of Markets+. Each Party may adopt or modify tariffs or enter into or modify binding agreements between such Party and third parties to implement the approved terms and conditions of Markets+ as necessary and appropriate.

11. Bonneville’s Non-Jurisdictional Status.

SPP acknowledges that Bonneville is a non-jurisdictional utility described in section 201(f) of the Federal Power Act, 16 U. S. C. 824(f), and respects Bonneville's interest in remaining so. Nothing in this Agreement or subsequent Markets+ agreements is intended to create additional FERC jurisdiction for Bonneville, nor shall it be construed in a manner that creates additional FERC jurisdiction for Bonneville.

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized officer to execute this Agreement.

**Bonneville Power Administration**

**Joel D. Cook** Digitally signed by Joel D. Cook  
Date: 2023.02.23 13:49:08 -08'00'

\_\_\_\_\_  
Joel D. Cook  
Chief Operating Officer, K-7

\_\_\_\_\_  
Date of Execution

**Southwest Power Pool, Inc.**

**Lanny Nickell** Digitally signed by Lanny Nickell  
Date: 2023.02.23 17:00:11 -06'00'

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Execution