

SINGLE MEMBER SERVICES AGREEMENT
Between
Northern California Power Agency
and
San Francisco Bay Area Rapid Transit District

ATTACHMENT "A"

This Attachment "A" is attached to and made part of that certain Single Member Services Agreement for Special Transactions by and between the Northern California Power Agency ("NCPA") and the San Francisco Bay Area Rapid Transit District ("BART") dated as of December 1, 2005, as such may be amended from time to time ("BART SMSA").

The BART SMSA and this Attachment "A" are established, in part to enable NCPA to provide Services to BART, and to enter into certain Transactions on behalf of BART, and to provide technical services and advice to BART in support of its need to forecast, plan, contract, schedule, adjust, and perform other activities related to acquiring electrical energy and capacity to serve the BART system load requirements.

BART, in attaining services and advice from NCPA, will be utilizing certain Power Management and Administrative Services provided by NCPA, including performing activities related to the planning, transacting, analyzing, risk assessment, issuing Request for Proposals ("RFPs"), and negotiating and maintaining power supply contracts on behalf of BART.

Costs associated with the services provided in accordance with this Attachment "A", including Power Management Services Costs and Administrative Services Costs, shall be allocated and charged to BART in accordance with the BART SMSA and the Power Management and Administrative Services Agreement.

Section 1. Definitions.

1.1 Definitions. Whenever used in this Attachment "A", the following terms shall have the following respective meanings, provided, capitalized terms used in this Attachment "A" that are not defined in Section 1 of this Attachment "A" shall have the meaning indicated in the BART SMSA or Section 1 of the Power Management and Administrative Services Agreement.

1.1.1 "Congestion Revenue Right" or "CRR" means a CRR Obligation or CRR Option.

1.1.2 "CRR Obligation" means a financial instrument that entitles the holder to a payment when congestion is in the direction of the CRR source to CRR sink specification and imposes on its holder a charge when congestion is in the opposite direction of the CRR source and CRR sink specification pursuant to the CAISO Tariff.

1.1.3 "CRR Option" means a financial instrument that entitles its holder to a payment when congestion is in the direction of the CRR source to CRR sink specification.

Section 2. Services. This Attachment "A" is entered into by the Parties in order for NCPA to provide services to BART for the services described in Section 2 of this Attachment "A" ("Services"). NCPA shall perform the following Services on behalf of BART:

- 2.1 Provide Scheduling Coordination Services for BART's loads and resources in accordance with the Amended and Restated Scheduling Coordination Program Agreement.
- 2.2 Act as an Operating Entity on behalf of BART.
- 2.3 Provide pre-scheduling, scheduling and central dispatch services to BART's load and resources.
- 2.4 NCPA will optimize BART's Western Base Resource and schedule such to meet BART's peak hourly requirements.
- 2.5 Develop, submit and management of E-Tags for BART's interchange transactions.
- 2.6 Develop load, resource and price forecasts for BART.
- 2.7 Development of short-term and mid-term load and resource balance information to support procurement and planning activities conducted on behalf of BART.
- 2.8 Performing nomination and bidding activities to acquire and transact Congestion Revenue Rights, including long-term Congestion Revenue Rights, and managing Congestion Revenue Rights holding on behalf of BART.
- 2.9 Entering into Balance of Month Transactions and transactions for a term less than balance-of-month for purchasing and selling energy, capacity, transmission capacity, and other related services and products on behalf of BART.
- 2.10 Acquire GHG Compliance Instruments on behalf of BART to fulfill a GHG emission compliance obligation imposed by the State or federal government incurred by NCPA or BART resulting from activities conducted pursuant to this Attachment "A".
- 2.11 Perform risk analysis and management to mitigate risks associated with activities conducted pursuant to this Attachment "A".

- 2.12 Provide, or acquire the services of a Third Party to supply, meter data management agent services, whereby NCPA, in coordination with BART shall obtain, process, adjust, validate and maintain BART's settlement quality meter data in accordance with the CAISO Tariff, the Meter Service Agreement for Scheduling Coordinators, and/or other rules adopted or enforced by BART's local regulatory authority, as applicable, to be used for multiple purposes, including, but not limited to settlement and settlement validation. To the extent NCPA acquires meter data management agent services on behalf of BART from a Third Party supplier, BART shall be responsible for all costs associated with such services, and all costs associated with NCPA's acquisition of meter data management agent services from a Third Party shall be charged to BART.

Section 3. Acquisition of GHG Compliance Instruments.

The CARB, through the requirements established under the GHG Regulations, may impose obligations on NCPA to report GHG emissions caused by performing the Services under the BART SMSA and this Attachment "A", and to surrender to the CARB GHG Compliance Instruments for such emissions.

NCPA shall acquire GHG Compliance Instruments to satisfy any GHG compliance obligations that result from NCPA's provision of Services under the BART SMSA and this Attachment "A", including, but not limited to, the purchase and sale of interchange transactions (e.g., energy imports, exports and associated e-tags). All costs associated with NCPA's acquisition of GHG Compliance Instruments shall be charged to BART.

BART may utilize other authorizing agreements (e.g., Amended and Restated Market Purchase Program Agreement) to acquire GHG Compliance Instruments to satisfy any requirements resulting from the services provided herein, provided, however, NCPA shall have the right to procure any required and as yet unattained GHG Compliance Instruments associated the services provided hereunder.

On a monthly basis, NCPA shall timely invoice BART in the All Resources Bill, based on NCPA's estimate for BART's share of costs associated with GHG compliance, such that NCPA shall have on hand at all times sufficient funds and or GHG Compliance Instruments from BART projected to meet the full estimate of BART's then current compliance obligation.

Section 4. Waiver of Risk Disclosure Statement. BART, by executing this Confirmation, acknowledges that it is aware of and has fully considered the risks inherent in consummating the transactions contemplated herein, if any, and based on such understanding of the risks BART waives NCPA's obligation to develop and provide the following risk disclosure statements

as required under the BART SMSA: Contract Form Risk Disclosure Statement, Counterparty Risk Disclosure Statement, and Contract Damages Risk Disclosure Statement.