

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

AMENDMENT NO. 4

This Amendment No. 4 ("Amendment No. 4") to the 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, (the "BART SMSA") is made this ___ day of _____, 20__ with reference to the following facts, among others:

- A. Pursuant to the terms and conditions of the BART SMSA, NCPA supplies certain transactional services, portfolio management services, and Advisory Services to BART as further described in Attachment "A", which is attached to and made part of the BART SMSA. The Parties desire to amend and restate Attachment "A" to include a revised set of services to be supplied by NCPA to BART.

Therefore, the Parties agree as follows:

- 1. Attachment "A" to the BART SMSA is replaced in its entirety by Attachment "A" as attached to this Amendment No. 4 and incorporated herein by this reference.

The Parties have caused this Amendment No. 4 to be executed on the date as set forth above.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT
300 Lakeside Drive, 16th Floor
Oakland, CA 94612

By: Randy S. Howard
Title: General Manager
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

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, consistent with the California Independent System Operator ("CAISO") Tariff, Transmission Interconnection Agreement, and Distribution Agreement.

BART is a signatory participant to the PMASA, SCPA, and FA, under which NCPA supplies certain services to BART, as further described in each respective agreement. For the purpose of clarity, this Attachment "A" is made to supply Services to BART that are not otherwise provided to BART pursuant to the PMASA, SCPA, or FA. In the case where Services provided pursuant to this Attachment "A" overlap or conflict with services provided under the PMASA, SCPA, or FA, the provision of such services, and the methodology used for allocating costs attributed to the provision of such services, shall be governed by the PMASA, SCPA, or FA, as applicable.

BART, in obtaining the services and advice from NCPA pursuant to this Attachment "A", will be utilizing certain Power Management and Administrative Services provided by NCPA. Direct costs attributed to Services provided in accordance with this Attachment "A" shall be allocated and charged to BART in accordance with the BART SMSA. Power Management and Administrative Services Costs attributed to Services provided in accordance with this Attachment "A" shall be allocated and charged to BART in accordance with the PMASA.

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 "Amended and Restated Facilities Agreement" or "Facilities Agreement" or "FA" means that agreement dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of NCPA Projects, as such agreement now exists or may hereafter be amended.

1.1.2 "Amended and Restated Scheduling Coordination Program Agreement" or "Scheduling Coordination Program Agreement" or "SCPA" means that agreement dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Scheduling Coordination Services, as such agreement now exists or may hereafter be amended.

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

1.1.4 "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.

1.1.5 "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.

1.1.6 "Distribution Agreement" means the Updated Agreement between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electrical Services dated September 22, 2016, as such agreement now exists or may hereafter be amended.

1.1.7 "Power Management and Administrative Services Agreement" or "PMASA" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services, as such agreement now exists or may hereafter be amended.

1.1.8 "Transmission Interconnection Agreement" means the Transmission Interconnection Agreement between the San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company, Service Agreement No. 323 under PG&E FERC Electric Tariff Volume No. 5 dated September 23, 2016, as such agreement now exists or may hereafter be amended.

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

- 2.1 NCPA shall act as BART's Operating Entity, and in such capacity shall perform the duties of an Operating Entity as set forth in the SCPA and FA. For the purpose of clarity, upon termination of this Attachment "A", BART shall reassume the duties of an Operating Entity as set forth in the SCPA and FA.
- 2.2 Providing pre-scheduling and central dispatch services for BART's loads and supply resources.
- 2.3 Developing short-term and medium-term load and resource balance information, to support procurement and planning activities conducted on behalf of BART pursuant to this Attachment "A".
- 2.4 Optimizing BART's Western Base Resource supply.
- 2.5 Creating and managing E-Tags for BART's interchange transactions.
- 2.6 Developing load forecasts for BART.
- 2.7 Nominating 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.
- 2.8 Creating and submitting Resource Adequacy compliance filings.
- 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, to satisfy BART's obligations as set forth in the CAISO Tariff and the Transmission Interconnection Agreement.
- 2.10 Acquiring 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 Performing risk analysis and management to mitigate risks associated with transactional activities conducted pursuant to this Attachment "A".

- 2.12 Providing, or acquiring 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. NCPA shall only enter into or amend an agreement to acquire meter data management agent services upon confirmation and authorization provided by BART.
- 2.13 Providing, or acquiring the services of a qualified Third Party to provide, consulting and advice services related to electric transmission, power generation, regulatory support, contracts, compliance and electric market issues, analysis, program design, program review, implementation support and other services to facilitate BART's transition to distribution and transmission services under the respective Distribution Agreement, Transmission Interconnection Agreement, and the CAISO Tariff. To the extent NCPA acquires such services on behalf of BART from a qualified Third Party supplier, BART shall be responsible for all costs associated with such services. NCPA shall only enter into or amend an agreement to acquire such services upon confirmation and authorization provided by BART; provided, however, if at the time this Attachment "A" becomes effective, as set forth in Amendment No. 3 to the BART SMSA dated _____, NCPA has previously entered into an agreement with a qualified Third Party under which NCPA may acquire the services contemplated in this Section 2.13 (the "Existing Consulting Services Agreement"), NCPA may provide services to BART using the Existing Consulting Services Agreement, but NCPA shall only request services under the Existing Consulting Services Agreement upon prior confirmation and authorization provide by BART.
- 2.14 Providing, or acquiring the services of a qualified Third Party to provide, consulting and advice services related to renewable resource development, evaluation, portfolio modeling, market risk assessment and other services to facilitate BART's desire to acquire and/or enter into power purchase agreements for renewable energy supply. To the extent NCPA acquires such services on behalf of BART from a qualified Third Party supplier, BART shall be responsible for all costs associated with such services. NCPA shall only enter into or amend an agreement to acquire such services upon confirmation and authorization provided by BART.

Section 3. Acquisition of GHG Compliance Instruments.

The California Air Resources Board ("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. NCPA shall seek BART's prior approval before procuring an amount of GHG Compliance Instruments that are measured in excess of the amounts or terms required or caused by performing the Services under this Attachment "A".

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, including but not limited to market based risks inherent in scheduling, negotiating and maintaining electric resources supply, 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.

Section 5. Miscellaneous.

5.1 Termination. Either Party may, at any time terminate this Attachment "A" on a date at least one (1) year after delivery of a written notice of termination to the other Party; provided, however, no termination shall become effective until the termination of any Third

Party agreement for meter data management agent services entered into pursuant to this Attachment "A".

5.2 Amendments. Except where the BART SMSA may provide otherwise, this Attachment "A" may be amended only by written instrument executed by the Parties with the same formality as the BART SMSA.