

**FEE AGREEMENT
DATED AS OF MAY [12], 2016**

Reference is hereby made to that certain Revolving Credit Agreement dated as of May 1, 2016 (the “*Agreement*”), by and between the City and County of San Francisco (the “*City*”) and State Street Bank and Trust Company (the “*Bank*”), relating to the City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 1 and the City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 1-T (the “*Certificates*”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Agreement is to confirm the agreement between the Bank and the City with respect to the Commitment Fees (as defined below) and certain other fees payable by the City to the Bank. This Fee Agreement is the Fee Agreement referenced in the Agreement and the terms hereof are incorporated by reference into the Agreement. This Fee Agreement and the Agreement are to be construed as one agreement between the City and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Commitment Fee. The City hereby agrees to pay to the Bank a non-refundable commitment fee quarterly in arrears on the first Business Day of each August, November, February and May (each such date referred to herein as a “*Quarterly Payment Date*”) (commencing on August 1, 2016, for the period from and including the Effective Date to and including July 31, 2016) occurring prior to the Commitment Termination Date and on the Commitment Termination Date, for each day during the immediately preceding fee period, in an amount equal to the product of the rate per annum specified in the applicable Level corresponding to the Rating (as defined below) in the below pricing matrix (the “*Commitment Fee Rate*”) and the Available Commitment for each such day and actual number of days elapsed (the “*Commitment Fee*”) during each related fee period.

LEVEL	FITCH RATING	S&P RATING	MOODY’S RATING	COMMITMENT FEE RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.45%
Level 2	A+	A+	A1	0.55%
Level 3	A	A	A2	0.65%
Level 4	A-	A-	A3	0.75%
Level 5	BBB+	BBB+	Baa1	0.90%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody’s to any unenhanced Lease Obligation Debt of the City (without giving effect to any bond insurance or other credit enhancement thereon);

provided, however, that for purposes of the foregoing sentence, Lease Obligation Debt shall mean, (x) in the case of Moody's, if Moody's assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Moody's, (y) in the case of S&P, if S&P assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by S&P, and (z) in the case of Fitch, if Fitch assigns different long-term unenhanced ratings to Lease Obligation Debt, such Lease Obligation Debt with the highest long-term unenhanced rating assigned by Fitch. In the event (i) all three Rating Agencies provide a Rating, the Commitment Fee Rate shall be based on the lowest Rating, (ii) only two Rating Agencies provide a Rating and there is a split Rating (i.e., one of the Rating Agency's Ratings is at a different level than the Rating of the other Rating Agency), the Commitment Fee Rate shall be based upon the lower Rating and (iii) only one Rating Agency provides a Rating, the Facility Fee Rate shall be based on such Rating. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating of any unenhanced Lease Obligation Debt of the City in connection with the adoption of a "global" rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City represents that as of the Effective Date, the Commitment Fee Rate is that specified above for Level 1. Upon the occurrence and during the continuance of an Event of Default or in the event any Rating is suspended or withdrawn, the Commitment Fee Rate shall immediately and without notice equal the sum of the Commitment Fee Rate set forth in Level 5 above *plus* 1.00%. The Commitment Fees shall be payable quarterly in arrears, together with interest on the Commitment Fees from the date three (3) Business Days after payment is due until payment in full at the Default Rate. Such Commitment Fees shall be payable in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed.

Section 1.2. Fee. The City agrees to pay to the Bank, on the date of any drawing under the Agreement, a non-refundable draw fee (each, a "*Draw Fee*") of \$250 for each draw under the Agreement; *provided, however,* that in no event shall the aggregate amount of all Draw Fees paid in any one calendar year exceed \$2,000.

Section 1.3. Transfer Fee. Upon the date a successor Issuing and Paying Agent is appointed under the Resolution, the City agrees to pay to the Bank a non-refundable transfer fee in an amount equal to \$5,000, plus, in each case, the reasonable fees and expenses of counsel to the Bank, payable on the date of such transfer.

Section 1.4. Amendment Fee. The City shall pay to the Bank a non-refundable amendment, standard waiver or consent fee in an amount equal to \$5,000 (or such other amount reasonably determined by the Bank and agreed to by the City) for any change in the terms of pledged security, collateral, covenants or provisions in the Agreement or the Related Documents or waiver or consent requested by the City, plus the Bank's reasonable costs and expenses

(including, without limitation, reasonable attorneys' fees and expenses) which the Bank may incur by reason of or in connection with such change, waiver or consent, payable not later than the effective date of each such amendment, standard waiver or consent.

Section 1.5. Termination Fee. Notwithstanding anything set forth herein or in the Agreement to the contrary, the City agrees not to terminate or replace the Agreement or the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable termination fee in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of termination or replacement, (B) the Commitment as of the date of termination, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided further, however,* that no termination fee shall become payable under this Section 1.5 if the City terminates or replaces the Agreement or the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

Section 1.6. Reduction Fees. Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City agrees not to permanently reduce the Commitment prior to the one (1) year anniversary of the Effective Date, without the payment by the City to the Bank of a non-refundable reduction fee in connection with each and every permanent reduction of the Commitment in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such reduction, (B) the difference between the Commitment prior to such reduction and the Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the one (1) year anniversary of the Effective Date, and the denominator of which is 360; *provided, however,* that no reduction fee shall become payable under this Section 1.6 if the City permanently reduces the Commitment pursuant to the terms hereof and of the Agreement as the result of (i) the Bank's senior unsecured short-term ratings having been reduced by any Rating Agency below "A-1" (or its equivalent) by S&P, "P-1" (or its equivalent) by Moody's, or "F-1" (or its equivalent) by Fitch or (ii) the Bank's imposition of and the City's payment of increased costs pursuant to Section 2.10 of the Agreement.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses; Administration. (a) The City shall pay to the Bank promptly upon receipt of invoice any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank, and the reasonable fees of domestic and foreign counsel to the Bank, plus disbursements of domestic and foreign counsel to the Bank), all payable in accordance with this Fee Agreement. The reasonable fees of counsel to the Bank shall be paid directly to Chapman and Cutler LLP in accordance with the instructions provided by Chapman and Cutler LLP.

(b) The City further agrees to pay all of the Bank's out-of-pocket expenses (including, without limitation, reasonable fees and disbursements of counsel for the Bank) arising in connection with the administration and enforcement of, preservation of rights in connection with a workout, restructuring or default under, or amendment or waiver with respect to the Agreement and the other Related Documents.

Section 2.2. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the City and the Bank.

Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA; *PROVIDED, HOWEVER,* THAT OBLIGATIONS OF THE BANK HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS (OTHER THAN NEW YORK GENERAL OBLIGATION LAWS 5-1401 AND 5-1402).

Section 2.4. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.5. Severability. Any provision of this Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.6. No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to a Dealer or any other Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective representatives as of date first set forth above.

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____