

FEE AGREEMENT

DATED AS OF APRIL ___, 2018

Reference is hereby made to (i) that certain Letter of Credit Reimbursement Agreement dated as of April 1, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the “*Agreement*”), by and between the San Francisco Municipal Transportation Agency (the “*Agency*”) and Sumitomo Mitsui Banking Corporation, acting through its New York Branch (the “*Bank*”), relating to the San Francisco Municipal Transportation Agency Commercial Paper Notes, Series A-1 (Tax-Exempt) and Series A-2 (Taxable) (the “*Notes*”) and (ii) the certain Irrevocable Letter of Credit dated April ___, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the “*Letter of Credit*”), issued by the Bank pursuant to the Agreement, supporting the Notes. 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 Agency with respect to the Letter of Credit Fees (as defined below) and certain other fees payable by the Agency 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 Agency 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. Letter of Credit Fee. The Agency hereby agrees to pay to the Bank a non-refundable Letter of Credit 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 May 1, 2018, for the period from and including the Closing Date to and including April 30, 2018) occurring prior to the Termination Date and on the Termination Date in an amount, for each day during the related fee period, equal to the product of the applicable rate per annum for such day as specified in the applicable Level corresponding to the Rating (as defined below), as specified in the below pricing matrix (the “*Applicable Letter of Credit Fee Rate*”) and the Stated Amount of the Letter of Credit (without giving effect to any temporary reductions thereto that may be subject to reinstatement) for such day (the “*Letter of Credit Fee*”).

Level	Moody's Rating	S&P Rating	Fitch Rating	Applicable Letter of Credit Fee Rate
Level 1	Aa3 or above	AA- or above	AA- or above	0.40%
Level 2	A1	A+	A+	0.60%
Level 3	A2	A	A	0.80%
Level 4	A3	A-	A-	1.10%
Level 5	Baa1	BBB+	BBB+	1.50%

The term "Rating" as used above shall mean the long-term unenhanced debt ratings assigned by each of Fitch, S&P and Moody's (in each case to the extent such Rating Agency is then providing such a rating) to any Senior Lien Revenue Bonds. In the event of a split Rating (i.e. one of the foregoing Rating Agency's Rating is at a different level than the Rating of either of the other Rating Agencies), the Letter of Credit Fees shall be based upon the level in which the lowest rating appears (for the avoidance of doubt, Level 5 is the lowest Level, and Level 1 is the highest Level for purposes of the above pricing grid). Any change in the Applicable Letter of Credit 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 Senior Lien Revenue Bonds 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 Agency represents that as of the Closing Date the Applicable Letter of Credit Fee Rate is that specified above for Level 1. In the event that (i) a Rating is withdrawn, suspended or otherwise unavailable from Moody's, Fitch or S&P or reduced below "BBB+" (or its equivalent) by S&P, "BBB+" (or its equivalent) by Fitch or "Baa1" (or its equivalent) by Moody's (in each case to the extent such Rating Agency is then providing such a rating) or (ii) upon the occurrence and during the continuance of an Event of Default, the Applicable Letter of Credit Fee Rate shall immediately, automatically and without notice equal 3.00%. The Letter of Credit Fees shall be payable quarterly in arrears, together with interest on the Letter of Credit Fees from the date payment is due until payment in full at the Default Rate. Such Letter of Credit 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. The Bank's determination of the Applicable Letter of Credit Fee pursuant hereto will be conclusive absent manifest error.

Section 1.2. Drawing Fee. The Agency agrees to pay to the Bank, on the date of any drawing under the Letter of Credit, a drawing fee (each, a "Drawing Fee") of \$300 for each Drawing under the Letter of Credit.

Section 1.3. Transfer Fee. Upon each transfer of the Letter of Credit in accordance with its terms, the Agency agrees to pay to the Bank a 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 Agency shall pay to the Bank an amendment fee in an amount equal to \$5,000 (or such other amount reasonably determined by the Bank and agreed to by the Agency) for any change in the terms of pledged security, collateral, covenants or provisions in the Letter of Credit, the Agreement or the Related Documents requested by the Agency, 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, payable not later than the effective date of each such amendment.

Section 1.5. Termination Fee and Reduction Fee. (a) Notwithstanding anything set forth herein or in the Agreement to the contrary, the Agency agrees not to terminate or replace the Letter of Credit prior to the two (2) year anniversary of the Closing Date, without the payment by the Agency to the Bank of a termination fee in an amount equal to the product of (1) the Applicable Letter of Credit Fee Rate in effect on the date of termination or replacement, (2) the Stated Amount (without giving effect to any reductions thereto that may be subject to reinstatement, including without limitation, any unreimbursed Drawing thereunder that may be reinstated pursuant to the terms of the Letter of Credit) as of the date of termination, and (3) 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 two (2) year anniversary of the Closing Date, and the denominator of which is 360; *provided further, however*, that no termination fee shall become payable under this Section 1.5(a) if the Agency terminates or replaces the Letter of Credit 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 or "P-1" (or its equivalent) by Moody's (*provided*, that for the avoidance of doubt, the ratings referenced in this clause (i) shall mean those ratings assigned to Sumitomo Mitsui Banking Corporation and not ratings assigned to Sumitomo Mitsui Banking Corporation's parent or holding company or any other affiliate of the Bank) or (ii) the Bank's imposition of increased costs pursuant to Section 2.04(b) or 2.04(c) of the Agreement and, if such costs have already been incurred, the Agency paying such amounts.

(b) Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the Agency agrees not to permanently reduce the Stated Amount of the Letter of Credit prior to the two (2) year anniversary of the Closing Date, without the payment by the Agency to the Bank of a reduction fee in connection with each and every permanent reduction of the Stated Amount in an amount equal to the product of (A) the Applicable Letter of Credit Fee Rate in effect on the date of such reduction, (B) the difference between the Stated Amount (without giving effect to any reductions thereto that may be subject to reinstatement, including without limitation, any unreimbursed Drawing thereunder that may be reinstated pursuant to the terms of the Letter of Credit) prior to such reduction and the Stated Amount (without giving effect to any reductions thereto that may be subject to reinstatement, including without limitation, any unreimbursed Drawing thereunder that may be reinstated pursuant to the terms of the Letter of Credit) 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 two (2) year anniversary

of the Closing Date, and the denominator of which is 360; *provided, however*, that no reduction fee shall become payable under this Section 1.5(b) if the Agency reduces the Stated Amount of the Letter of Credit 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 or "P-1" (or its equivalent) by Moody's (*provided*, that for the avoidance of doubt, the ratings referenced in this clause (i) shall mean those ratings assigned to Sumitomo Mitsui Banking Corporation and not ratings assigned to Sumitomo Mitsui Banking Corporation's parent or holding company or any other affiliate of the Bank) or (ii) the Bank's imposition of increased costs pursuant to Section 2.04(b) or 2.04(c) of the Agreement and, if such costs have already been incurred, the Agency paying such amounts.

Section 1.6. Payment Office. For purposes of the Agreement and this Fee Agreement, the term "Payment Office" means the Bank's account at Citibank, N.A., New York, ABA Number: 021-000-089, F/O Sumitomo Mitsui Banking Corporation, New York Branch, Account Number: 36023837, Attn: Trade Credit Services Department, Reference: Letter of Credit No. LG/MIS/NY-128226, or such other office as the Bank may designate from time to time, or such other office as the Bank may designate from time to time.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses; Administration. (a) The Agency 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), in accordance with this Fee Agreement in an amount not to exceed \$35,000 for domestic counsel in the aggregate and \$5,000 for foreign counsel (in each case plus disbursements). Legal fees shall be paid directly to the Bank's domestic counsel, Chapman and Cutler LLP, in accordance with the instructions provided by Chapman and Cutler LLP, and to the Bank with respect to the Bank's foreign counsel, Yumoto, Ota & Miyazaki, in accordance with the instructions provided by the Bank.

(b) The Agency 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, the Letter of Credit 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 Agency and the Bank.

Section 2.3. Governing Law. THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, PROVIDED, HOWEVER, THAT THE RIGHTS, DUTIES AND OBLIGATIONS OF THE BANK UNDER THIS FEE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

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; and any of the parties hereto may execute this Fee Agreement by signing such counterpart. This Fee Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by email with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

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 Agency shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to any Dealer or any other Person or for posting on the Electronic Municipal Market Access website as provided by 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 officers as of date first set forth above.

SAN FRANCISCO MUNICIPAL TRANSPORTATION
AGENCY

By: _____
Name: _____
Title: Director of Transportation

APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY

By: _____
Deputy City Attorney

SUMITOMO MITSUI BANKING CORPORATION,
acting through its New York Branch

By: _____
Name: _____
Title: Managing Director