

**AMENDED AND RESTATED FEE AGREEMENT  
DATED MARCH [\_\_], 2026**

Reference is hereby made to (i) that certain Amended and Restated Revolving Credit Agreement dated as of March 1, 2026 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), between the CITY AND COUNTY OF SAN FRANCISCO (the “*City*”) and BMO BANK N.A, as successor by merger to Bank of the West (the “*Bank*”), relating to the City and County of San Francisco Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation, Series 3 and the City and County of San Francisco Taxable Lease Revenue Commercial Paper Certificates of Participation, Series 3-T (the “*Certificates*”) and (ii) the Fee Agreement dated as of May 12, 2022 (the “*Original Fee Agreement*”), between the City and the Bank. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The City has requested that the Bank make certain modifications to the Original Fee Agreement, and, for the sake of clarity and convenience, the Bank and the City wish to amend and restate the Original Fee Agreement in its entirety, and this Amended and Restated Fee Agreement (this “*Fee Agreement*”) shall amend and restate the Original Fee Agreement in its entirety. 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 and expenses 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. The City acknowledges and agrees that all fees previously paid to the Bank under the Original Fee Agreement were fully earned and nonrefundable. 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 semiannually in arrears on the first Business Day of each July and January (each such date referred to herein as a “*Semi-Annual Payment Date*”) 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 applicable pricing matrix below (the “*Commitment Fee Rate*”) multiplied by the Available Commitment, in each case, for each such day and the actual number of days elapsed (the “*Commitment Fee*”) during each related fee period.

(i) For the period commencing on May 12, 2022, through but not including March [\_\_], 2026, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	COMMITMENT FEE RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.120%
Level 2	A+	A+	A1	0.245%
Level 3	A	A	A2	0.370%
Level 4	A-	A-	A3	0.495%
Level 5	BBB+ or below	BBB+ or below	Baa1 or below	0.845%

(ii) For the period commencing on March [ ], 2026, and at all times thereafter, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	COMMITMENT FEE RATE
Level 1	AA- or above	AA- or above	Aa3 or above	0.31%
Level 2	A+	A+	A1	0.46%
Level 3	A	A	A2	0.61%
Level 4	A-	A-	A3	0.76%
Level 5	BBB+ or below	BBB+ or below	Baa1 or below	1.06%

The following paragraph shall be applicable to both clause (i) (including the pricing matrix) and clause (ii) (including the pricing matrix) above. 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 Level corresponding to 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 on the Level corresponding to the lower Rating and (iii) only one Rating Agency provides a Rating, the Commitment Fee Rate shall be based on the Level corresponding to such Rating (for the avoidance of doubt, Level 5 is the lowest Level, and Level 1 is the highest Level for purposes of each of the above pricing matrices). Any change in the Commitment Fee Rate resulting from an Event of Default or change, withdrawal, suspension or unavailability of a Rating shall be and become effective as of and on the date of the Event of Default or the announcement of the change, withdrawal, suspension or unavailability of such Rating, as applicable. 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 of the pricing matrix set forth in clause (ii) above. Upon the occurrence and during the continuance of an Event of Default, or if any Rating falls below “Baa1” (or its equivalent) by Moody’s, “BBB+” (or its equivalent) by Fitch or “BBB+” (or its equivalent) by S&P, 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 of the pricing matrix set forth in clause (ii) above *plus* 1.00%. The Commitment Fees shall be payable semiannually 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 interest to be payable on demand. 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. Transfer Fee.* Upon the date a successor Delivery and Paying Agent is appointed under the Delivery and Paying Agent Agreement, the City agrees to pay to the Bank a non-refundable transfer fee in an amount equal to \$2,500 for each transfer, plus, in each case, the reasonable fees and expenses of counsel to the Bank, payable on the date of each such transfer.

*Section 1.3. 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 which requires the approval, waiver or consent of the Bank, 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.

## 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 any internal legal fees of the Bank in amount not to exceed \$10,000), and the reasonable fees of counsel to the Bank (in an amount not to exceed \$35,000 plus disbursements), 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, and any and all CDIAC fees.

*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. THIS FEE AGREEMENT IS SUBJECT TO SECTION 7.9 OF THE AGREEMENT.

*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. 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 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. For the avoidance of doubt, this Section 2.6 shall in no way limit or supersede Section 7.17 of the Agreement.

*Section 2.7. Representation by Legal Counsel; Joint Preparation.* The parties hereto have participated jointly in the negotiation and drafting of this Fee Agreement, and each of the parties was represented by its legal counsel during the negotiation and execution of this Fee Agreement. In the event an ambiguity or question of intent or interpretation arises, this Fee Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Fee Agreement.

*Section 2.8. Amended and Restated Fee Agreement.* This Fee Agreement amends and restates in its entirety the Original Fee Agreement but is not intended to be or operate as a novation or an accord and satisfaction of the Original Fee Agreement or the indebtedness, obligations and liabilities of the City evidenced or provided for thereunder. The parties hereto agree that this Fee Agreement does not extinguish or discharge the obligations of the City under the Original Fee Agreement. Reference to this specific Fee Agreement need not be made in any agreement, document, instrument, letter, certificate, the Agreement, the Original Fee Agreement itself, or any communication issued or made pursuant to or with respect to the Original Fee Agreement, any reference to the Original Fee Agreement being sufficient to refer to the Original Fee Agreement

as amended and restated hereby, and more specifically, any and all references to the “Fee Agreement” in the Agreement shall mean this Fee Agreement.

[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: \_\_\_\_\_

BMO BANK N.A., as successor by merger to  
Bank of the West

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_