

**FEE AGREEMENT
DATED MAY [], 2025**

Reference is hereby made to (i) that certain Letter of Credit and Reimbursement Agreement dated as of May 1, 2025 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “*Agreement*”), among the CITY OF SAN JOSE FINANCING AUTHORITY (the “*Authority*”), the CITY OF SAN JOSE (the “*City*”), and TD BANK, N.A. (together with its successors and assigns, the “*Bank*”), relating to the Authority’s Tax-Exempt Lease Revenue Commercial Paper Notes, Series 1 and the Authority’s Taxable Lease Revenue Commercial Paper Notes, Series 1-T (together, the “*Notes*”), and (ii) that certain Irrevocable Transferable Direct-Pay Letter of Credit dated the date hereof, issued by the Bank pursuant to the Agreement, supporting the Notes (the “*Letter of Credit*”). 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 among the Bank, the Authority and the City with respect to certain fees and expenses payable by the Authority to the Bank pursuant to the Agreement. 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 among the City, the Authority 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 Fees. The Authority, or the City, on behalf of the Authority, agrees to pay or cause to be paid to the Bank, on the earlier to occur of (i) July 30, 2025, and (ii) the first Business Day that is thirty (30) days after receipt by the City or the Authority of a written statement, with reasonable detail, describing the total amount of Letter of Credit Fees payable to the Bank for the applicable fee period (each such written statement, an “*Invoice*”), for the period commencing on the Date of Issuance and ending on June 30, 2025, and in arrears thereafter on the earlier to occur of (i) the thirtieth (30th) day following the first calendar day of each October, January, April and July, and (ii) the first Business Day that is thirty (30) days after receipt by the City or the Authority of an Invoice (each, a “*Quarterly Payment Date*”) occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable facility fee (the “*Letter of Credit Fee*”) for each fee period, commencing on the first calendar day of such fee period and ending on the last calendar day of such fee period, in an amount equal to the product of the rate per annum corresponding to the Level specified below associated with the Rating (as defined below) specified below for each day during the related fee period (the “*Letter of Credit Fee Rate*”) multiplied by the Stated Amount of the Letter of Credit (without regard to any temporary reductions thereof) for each day during each related fee period:

LEVEL	FITCH RATING	MOODY'S RATING	S&P RATING	LETTER OF CREDIT FEE RATE ¹
Level 1:	AA or above	Aa2 or above	AA or above	[0.32%
Level 2:	AA-	Aa3	AA-	0.37%
Level 3:	A+	A1	A+	0.47%
Level 4:	A	A2	A	0.62%
Level 5:	A-	A3	A-	0.77%
Level 6:	BBB+ or below	Baa1 or below	BBB+ or below	0.92%]

The term “*Rating*” as used above shall mean the long-term unenhanced debt ratings assigned by any Rating Agency to the long-term, unenhanced Lease Revenue Debt supported or secured by essential assets of the City or the Authority; provided, however, that for purposes of the foregoing sentence, Lease Revenue Debt shall mean, (x) in the case of Moody’s, if Moody’s assigns different long-term unenhanced ratings to Lease Revenue Debt, such Lease Revenue 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 Revenue Debt, such Lease Revenue 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 Revenue Debt, such Lease Revenue Debt with the highest long-term unenhanced rating assigned by Fitch. If Ratings are assigned by all three of the Rating Agencies and such Ratings appear in more than one level, the Letter of Credit Fee Rate shall be based upon the highest of the two lowest Ratings. If Ratings are assigned by only two of the Rating Agencies and such Ratings appear in more than one level, the Letter of Credit Fee Rate shall be based upon the lower of the two Ratings. For the avoidance of doubt, Level 1 is the highest level and Level 6 is the lowest level for purposes of the above pricing grid. If a Rating is withdrawn, suspended or otherwise unavailable from any of Fitch, Moody’s or S&P for a credit-related reason or upon the occurrence, or if any Rating falls below “Baa1” (or its equivalent) by Moody’s or “BBB+” (or its equivalent) by S&P or Fitch, or during the continuance of any other Event of Default, in each such case, the Letter of Credit Fee Rate shall equal the Letter of Credit Fee Rate otherwise in effect plus 4.00% per annum, without notice to the Authority or the City. Any change in the Letter of Credit Fee Rate resulting from a reduction, withdrawal, suspension or unavailability of a Rating shall be and become effective as of and on the date of the announcement of the reduction, withdrawal, suspension or unavailability of such Rating for a credit-related reason. 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 or the adoption of a “global” rating scale by any such Rating Agency, 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 or, in the event of the adoption of a “global” rating scale by any Rating Agency, the recalibrated or realigned rating category under such “global” rating scale, which most closely approximates the applicable rating category as currently in effect. The City and the Authority represent that as of the Date of

¹ Current grid assumes selection of 5-year tenor.

Issuance the Letter of Credit Fee Rate is that specified above for Level 1. If the Letter of Credit Fees are not paid when due, interest shall accrue on the Letter of Credit Fees from the date payment is due until payment in full at the Default Rate. Such Letter of Credit Fee 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 shall use its best efforts to provide to the Authority and the City an Invoice; *provided however* that failure by the Bank to provide such Invoice shall not relieve the Authority or the City of its payment obligations hereunder.

Section 1.2. Draw Fee. The Authority agrees to pay to the Bank on each Quarterly Payment Date a drawing fee in the amount of \$500.00; *provided however* that if the Letter of Credit is drawn upon more than twelve (12) times in any calendar year, the Authority agrees to pay to the Bank in connection with each such drawing after the twelfth draw, a non-refundable drawing fee in the amount of \$350.00, payable on the date each such Certificate of Drawing is honored.

Section 1.3. Amendment, Transfer, Waiver Fees and Other Fees and Expenses. Upon each transfer of the Letter of Credit in accordance with its terms or the appointment of a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement-, the Authority agrees to pay the Bank a nonrefundable transfer fee of \$2,500, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

The Authority agrees to pay to the Bank on the date of each amendment, modification, or supplement of the Agreement, this Fee Agreement, the Revolving Note or the Letter of Credit or any amendment, modification, or supplement to any other Related Document which requires the waiver or consent of the Bank, a nonrefundable amendment, modification, supplement, waiver or consent fee, as applicable, of \$2,500, plus the reasonable fees of any legal counsel retained by the Bank in connection therewith; *provided, however*, that no amendment fee shall be payable to the Bank in connection with an extension of the Stated Expiration Date. For the avoidance of doubt, no fee shall be payable to the Bank solely in connection with termination by the Authority of the Letter of Credit prior to the Stated Expiration Date in accordance with Section 2.13 of the Agreement.

Section 1.4. Definition of Payment Instructions. All payments hereunder shall be made in immediately available funds and by wire transfer of funds to such account as the Bank may specify in writing from time to time.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Expenses. The Authority shall promptly pay on the Date of Issuance, all of the Bank's out-of-pocket expenses and the reasonable fees and expenses of special counsel for the Bank (in an amount not to exceed \$50,000 plus disbursements) in connection with the execution and delivery of the Agreement and this Fee Agreement and the issuance of the Letter of Credit.

Section 2.2. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the Authority, 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.

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, neither the City nor the Authority shall deliver or permit, authorize or consent to the delivery of this Fee Agreement to a Dealer or any other Person for delivery 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. For the avoidance of doubt, this Section 2.6 shall in no way limit or supersede Section 7.16 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 respective 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF SAN JOSE FINANCING AUTHORITY

By: _____
Name: Maria Öberg
Title: Treasurer

CITY OF SAN JOSE

By: _____
Name: Maria Öberg
Title: Director of Finance

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Name: Rosa Tsongtaatarii
Title: Chief Deputy City Attorney

[Signature Page to Fee Agreement]

TD BANK, N.A.

By: _____
Name: _____
Title: _____

[Signature Page to Fee Agreement]