

FEE AGREEMENT

October 31, 2023

This Fee Agreement dated the date hereof (this “*Fee Agreement*”) is between Truist Bank (the “*Bank*”) and the City of San Antonio, Texas (the “*City*”). Reference is hereby made to (i) the Revolving Credit Agreement, dated as of October 31, 2023, by and between the Bank and the City relating to the City’s Water System Commercial Paper Notes, Series B (as amended, restated, or otherwise modified in accordance with its terms, the “*Agreement*”). The effectiveness of this Fee Agreement is concurrent with the effectiveness of the Agreement. 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 Fee (as defined below) and certain other fees and rates payable by the City to the Bank from time to time in connection with the Agreement. This Fee Agreement is the Fee Agreement referenced in the Agreement, the terms hereof are incorporated by reference into the Agreement as if fully set forth therein. 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 on January 2, 2024 (for the period commencing on the date hereof and ending on January 1, 2024), and on the first Business Day of each April, July, October and January to occur thereafter (each, a “*Quarterly Payment Date*”) to the Final Date, and on the Final Date, for each day during the immediately preceding fee period, a non-refundable commitment fee (the “*Commitment Fee*”), computed in arrears (on the basis of a 365 or 366 day year, as applicable, for the actual number of days elapsed per the applicable fee period) in an amount equal to the product of the Available Commitment for each day during the related fee period and the rate per annum corresponding to the Rating set forth in the applicable Level in the applicable pricing matrix set forth below (the “*Commitment Fee Rate*”) from time to time in effect for each day during each related fee period:

Level	Moody’s Rating	S&P Rating	Fitch Rating	Commitment Fee Rate
Level 1	A1 and above	A+ and above	A+ and above	██████
Level 2	A2	A	A	██████
Level 3	A3	A-	A-	██████
Level 4	Baa1	BBB+	BBB+	██████
Level 5	Baa2	BBB	BBB	██████
Level 6	Baa3	BBB-	BBB-	██████

The term “Rating” means, with respect to any Rating Agency, and at any given time, the lowest long-term unenhanced credit rating assigned by such Rating Agency to the City’s Senior Lien Obligations (without giving effect to any bond insurance policy or other credit enhancement securing any such Senior Lien Obligations). In the case of a split in the Ratings (*i.e.*, the Rating of one Rating Agency is at a different Level than the Rating of any other Rating Agency), (i) if Ratings are assigned by all three Rating Agencies, and two of such Ratings are equivalent, the Commitment Fee Rate shall be based upon the Level in which the two equivalent Ratings appear; (ii) if Ratings are assigned by all three Ratings Agencies and no two such Ratings are equivalent, the Commitment Fee Rate shall be based upon the Level in which the middle Rating appears; and (iii) if Ratings are assigned by only two Rating Agencies and such Ratings are not equivalent, the Commitment Fee Rate shall be based upon the Level in which the lower of the two Ratings appears. For the avoidance of doubt, Level 6 is the lowest Level, and Level 1 is the highest Level for purposes of the above pricing matrix. 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 public announcement of the change in such Rating. References to the 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 of the applicable rating in connection with the adoption of a “*global*” rating scale, the rating 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 acknowledges that as of the date hereof the Commitment Fee Rate is that specified above for Level 1. Anything herein to the contrary notwithstanding, in the event that a Rating is suspended, withdrawn or otherwise unavailable from any Rating Agency (for credit-related reasons) or upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall immediately increase by 1.50% above the Commitment Fee Rate otherwise in effect. The Commitment Fee shall accrue interest at the Default Rate from the date payment is due until such Commitment Fee are paid in full.

Section 1.2 Amendment Fees. The City will pay to the Bank an amendment fee of \$1,500 upon each amendment, supplement, modification, transfer, standard waiver or consent related to the Agreement or any Related Document (as defined in the Agreement), plus the reasonable fees and expenses of the Bank’s counsel incurred in connection therewith.

Section 1.3 Termination/Reduction Fees.

(i) Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City hereby agrees to pay to the Bank a non-refundable termination fee (the “*Termination Fee*” in connection with any termination or replacement of the Agreement by the City prior to the Final Date hereof in an amount equal to the product of (a) the Commitment Fee Rate in effect on the date of such termination or replacement, (b) the Commitment in effect as of the date of termination or replacement (prior to giving effect to such termination or replacement) and (c) a fraction, the numerator of which is equal to the number of days from and including the date of such termination or replacement to and including the Final Date and the denominator of which is 365 or 366, as applicable, payable on the date of such termination or replacement; *provided however*, that no Termination Fee shall become payable if the Agreement is terminated and the City shall have paid to the Bank any compensation pursuant to Section 7.01 of the Agreement.

(ii) Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City hereby agrees to pay to the Bank, in connection with each and every permanent reduction of the Commitment by the City prior to the Final Date, a non-refundable reduction fee (the "*Reduction Fee*") in an amount equal to the product of (a) the Commitment Fee Rate in effect on the date of such permanent reduction (prior to giving effect to such reduction), (b) the amount by which the Commitment is being permanently reduced, and (c) a fraction, the numerator of which is equal to the number of days from and including the date of such permanent reduction to and including the Final Date and the denominator of which is 365 or 366, as applicable, payable on the date of such permanent reduction.

Section 1.4 Legal Fees. As a condition to closing on the Agreement, the City shall pay, or caused to be paid, in connection with the negotiation, execution and delivery of the Agreement, the legal fees of counsel to the Bank in the amount of \$50,000 (which payment shall be made on the date hereof).

Section 1.5 Out-of-Pocket Expenses. The City shall pay promptly upon receipt of invoice any and all fees and expenses of the Bank (including the out-of-pocket expenses of the Bank and the fees of counsel to the Bank), payable in accordance with the terms of the Agreement.

Article II. MISCELLANEOUS.

Section 2.1 Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the Bank and the City.

Section 2.2 Governing Law. This Fee Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 2.3 Counterparts. This Fee Agreement may be executed in one 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 attaching a pdf copy to an email, 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. 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. The words "execution," "signed," "signature," and words of like import in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this

Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 2.4 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 2.5 No Disclosure. Unless required by law, the City shall not deliver or permit, authorize or consent to the delivery of this Fee Agreement to any Person for delivery to the Municipal Securities Rulemaking Board unless the Bank provides its prior written consent.

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 above written.

CITY OF SAN ANTONIO, TEXAS

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

TRUIST BANK

By: _____
Name: _____
Title: _____