

EXHIBIT B

**UNITED STATES OF AMERICA
CITY OF CHICAGO**

UNITED STATES OF AMERICA
LINE OF CREDIT NOTE

\$225,000,000

Chicago, Illinois
December __, 2021

THE CITY OF CHICAGO (the "*City*") hereby promises to pay to the order of Wells Fargo Bank, National Association (the "*Lender*") in the manner and on the dates provided in the hereinafter defined Agreement in lawful money of the United States of America and in immediately available funds the aggregate amount of all Obligations of the City owing to the Lender pursuant to the terms of the Agreement, plus accrued interest thereon. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Revolving Line of Credit Agreement dated as of December 1, 2021 (as it may be amended from time to time, the "*Agreement*"), by and among the City of Chicago and Wells Fargo Bank, National Association, as Lender.

This Line of Credit Note is the Line of Credit Note referred to in the Agreement. This Line of Credit Note is issued pursuant to and in accordance with the Constitution and laws of the State of Illinois, pursuant to that certain ordinance adopted by the City Council of Chicago ("*City Council*") on May 1, 2002, as amended by that certain ordinance adopted by the City Council on March 14, 2012, and that certain ordinance adopted by the City Council on February 5, 2014 (collectively, the "*Ordinance*").

This Line of Credit Note constitutes a direct and general obligation of the City to which the full faith, credit and resources of the City are pledged.

The City hereby authorizes the Lender to make appropriate notations on Schedule I attached hereto of all Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; *provided, however*, that the Lender's failure to make any such notation or any defect therein shall not affect the obligations of the City to pay the full amount of the principal of and interest on all Loans.

Reference is hereby made to the Ordinance and the Agreement for the provisions, among other things, with respect to the nature and extent of the security for this Line of Credit Note, the manner and enforcement of the security, the custody and application of the proceeds of this Line of Credit Note and the rights, duties and obligations of the City and the Lender.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and to be performed, precedent to and in the issuance of this Line of Credit Note, do exist, have happened and have been performed in due time, form and manner as required by the

Constitution and statutes of the State of Illinois, and that the total indebtedness of the City, including indebtedness evidenced by this Line of Credit Note, does not exceed any Constitutional or statutory limitation. This Line of Credit Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the City, by authority of its City Council, has caused this note to be signed for and on its behalf and in its name by its Mayor and attested by its City Clerk, and the official seal of the City of Chicago to be affixed hereto, all as of the ___ day of _____, 2021.

CITY OF CHICAGO

By: _____
Mayor

SEAL

Attested:

By: _____
City Clerk

