

**EXHIBIT D**

**REALLOCATION OF COMMITMENT NOTICE**

\_\_\_\_\_, 20\_\_

Wells Fargo Bank, National Association  
Attention: Mark Lester  
Email: mark.lester@wellsfargo.com

With a copy to:

Re: Reallocation of Commitment Notice

This Reallocation of Commitment Notice is being delivered pursuant to, and in accordance with, Section 2.01(b) of the Revolving Line of Credit Agreement, dated as of December 1, 2021 (as amended and modified from time to time, the "*Credit Agreement*"), between the City of Chicago (the "*City*") and Wells Fargo Bank, National Association (the "*Lender*"). All capitalized terms used but not defined herein shall have the meaning specified for the terms in the Credit Agreement.

The City hereby irrevocably notifies the Lender that the Commitment of the Lender shall be allocated between the Tax-Exempt Commitment and the Taxable Commitment as follows:

1. Prior to giving effect to this Reallocation of Commitment Notice, the Tax-Exempt Commitment of the Lender under the Credit Agreement is \$\_\_\_\_\_, and the Taxable Commitment of the Lender under the Credit Agreement is \$\_\_\_\_\_.

2. Pursuant to this Reallocation of Commitment Notice, the City hereby requests that the Tax-Exempt Commitment of the Lender under the Credit Agreement be changed to \$\_\_\_\_\_, and the Taxable Commitment of the Lender under the Credit Agreement be changed to \$\_\_\_\_\_.

3. Following the reallocation, (a) the sum of the total Tax-Exempt Loans outstanding shall not exceed the Tax-Exempt Commitment, (b) the sum of the total Taxable Loans outstanding shall not exceed the Taxable Commitment, and (c) the sum of the total Loans outstanding shall not exceed the Commitment.

4. The Business Day of the requested effective date of the reallocation is: \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, 20\_\_

CITY OF CHICAGO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_