

EXHIBIT B

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**Amendment**") is made as of the ___ day of _____, 2024 ("**Effective Date**"), by and between TFO REVA GOLUB BURNHAM, LLC, a Delaware limited liability company ("**Landlord**"), and CITY OF CHICAGO, an Illinois municipal corporation (the "**City**" or "**Tenant**"). Landlord and Tenant are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

Recitals:

A. Landlord and Tenant are parties to a certain Lease dated January 23, 2024, ("**Lease**"). The Lease covers certain premises consisting of approximately 35,633 rentable square feet, located on the fourth floor of the building at 111 West Washington Street, Chicago, Illinois (the "**Building**"), and known as Suite 400 (the "**Premises**"), as more particularly described in the Lease, for a Term scheduled to expire on August 11, 2024.

B. The Parties desire to enter into this Amendment in order to extend the Term of the Lease and make certain other modifications, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Integration of Amendment and Lease. The Lease and this Amendment shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail. Except as expressly defined herein, all words and phrases which are defined in the Lease shall have the same meaning in this Amendment as are ascribed to said words and phrases in the Lease.

2. Lease in Effect; Representations. Except as modified by this Amendment, all of the terms and provisions of the Lease are unchanged and in full force and effect, are hereby ratified by Landlord and Tenant, and shall remain in full force and effect through the Extended Termination Date (as such term is hereinafter defined), unless the Lease is sooner terminated as provided therein (or herein). Tenant represents and warrants that: (a) the Lease is in full force and effect; (b) the Lease has not been assigned or encumbered by Tenant; (c) Tenant knows of no defense or counterclaim to the enforcement of the Lease; (d) Tenant is not entitled to any offset, abatement, or reduction of Rent under the Lease; (e) Landlord has completed all work to be performed by Landlord (if any) and paid all contributions and other sums due to Tenant (if any) under the Lease; and, (f) neither Landlord nor Tenant is in default under any of their obligations under the Lease.

3. Extension of Term. The Term of the Lease is hereby extended to include the period commencing on August 12, 2024 (the "**Extended Term Commencement Date**") and terminating on August 31, 2027 (the "**Extended Termination Date**"). The extended term of the Lease is hereinafter referred to as the "**Renewal Period**".

4. Rent. The following table identifies the Base Rent amounts during the Renewal Period with three (3%) percent annual escalations:

Renewal Period	Rate Per R.S.F.	Annual Base Rent	Monthly Base Rent
8/12/2024 - 8/11/2025	\$25.75	\$917,549.75	\$76,462.48
8/12/2025 - 8/11/2026	\$26.52	\$945,076.24	\$78,756.35
8/12/2026 - 8/31/2027	\$27.32	\$973,428.53	\$81,119.04

Tenant shall pay Rent to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant.

5. Security Deposit. There is no Security Deposit, as per the Lease.

6. Condition of the Premises. Tenant agrees that (i) it has been operating at the Premises; (ii) it has fully examined and knows the condition of the Premises and all fixtures, machinery and equipment therein and thereon; (iii) it is leasing the Premises, and all fixtures, machinery and equipment therein and thereon, on an "as is" basis, without any representation or warranty of any kind by Landlord; (iv) Landlord shall not be obligated to do any work in the Premises in consideration of the execution of this Amendment; and (v) Tenant remains obligated to return the Premises to Landlord as set forth in the Lease.

7. OFAC Certification. Landlord and Tenant each represent to the other that it is, and will be throughout the term of this Amendment, in compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224. Landlord and Tenant each further represent to the other (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business.

8. Prohibited Uses: In addition to other restrictions on the use of the Premises, Tenant may not use or permit the use or occupancy of the Premises for any purpose or use which would violate any agreements affecting the Premises, Landlord, or the Project, including, without limitation, any so-called exclusive agreements concerning the goods, services or products identified on **Exhibit A** attached hereto and made a part hereof. It is understood that Landlord has granted such exclusive agreements and imposed other restrictions and use prohibitions (and may in the future so grant or impose such exclusive agreements, restrictions and use prohibitions, provided the same will not have a materially adverse effect on the Permitted Use) for the benefit of certain tenant(s) or other occupant(s) at the Project, and Tenant acknowledges that such tenant(s) and occupant(s) are third party beneficiaries of such exclusives, restrictions and use prohibitions and shall be entitled to enforce the same directly against Tenant in the event of a violation thereof by Tenant.

9. Brokers. Each party represents and warrants to the other that neither it, nor its officers or agents, nor anyone acting on its behalf, has dealt with any real estate broker in the negotiation or making of this Amendment other than Golub Realty Services LLC. Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any other broker or brokers

claiming to have acted by or on behalf of Tenant in connection with this Amendment. Landlord agrees to pay all commissions to the brokers specified in this Section pursuant to a separate agreement, and to indemnify and hold Tenant harmless from the claim or claims of any other broker or brokers claiming to have acted by or on behalf of Landlord in connection with this Amendment.

10. Confidential Information. All non-public information provided by Landlord to Tenant, by Tenant to Landlord, or obtained by Tenant relating to the Premises, including, but not limited to the terms of this Lease (collectively, the "Information") shall be treated as confidential by Tenant and Landlord. Tenant agrees to transmit the Information only to such of its attorneys, accountants, and consultants ("Representatives") who need to know the Information for the sole purpose of Tenant's review and who agree to maintain the confidentiality of such Information. Landlord and Tenant agree not to make any public announcements or disclosures with respect to the subject matter hereof, except by Landlord to its lenders, accountants, attorneys, property managers, and consultants, without the written consent of the other party. Notwithstanding the foregoing, the term "Information" and the obligation to keep the "Information" confidential under the terms of this Lease, shall not include or apply to any information which is: (a) already known to Tenant, is already in Tenant's possession or was already available or becomes available to Tenant from non-Landlord sources not known by Tenant to be subject to any confidentiality obligations to Landlord; (b) is or becomes generally available to the public other than as a result of a disclosure by Tenant; (c) independently developed by Tenant without the either the use of information disclosed by or on behalf of Landlord; or (d) necessary or required to be disclosed by law or by regulatory or judicial process or court order, or in connection with any dispute between Landlord and Tenant.

11. Landlord's Exculpation; Limitation of Liability. The provisions of Section 34 of the Lease are incorporated herein by reference. They shall apply to the Landlord named herein, its successors, and assigns, as well as to the Lease as amended by this Amendment and any further modifications or amendments.

12. Authority. Tenant and Landlord represent and warrant to the other that each individual executing this Lease on behalf of such Party is authorized to do so on behalf of said Party.

13. Captions. Titles to the paragraphs of this Amendment are for informational purposes only and do not define, limit, or construe the contents of the paragraphs.

14. Governing Law. This Amendment shall be governed, enforced and construed under the laws of the State of Illinois.

15. Counterparts. This Amendment may be executed in counterparts. Each fully executed counterpart shall be an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

16. Digital Image. The Parties agree to accept a digital image of this Amendment, as executed, as a true and correct original and admissible as best evidence for purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

17. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect or impair the validity of any other provision.

18. Entire Agreement. The Lease, as amended, contains all the terms, covenants, conditions, and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect. No alterations, changes, modifications, or additions shall be made to this Lease except by a written instrument signed by Landlord and Tenant.

(Signatures appear on the following page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written:

Landlord:

Tenant:

TFO REVA GOLUB BURNHAM, LLC, a
Delaware limited liability company

CITY OF CHICAGO, an Illinois municipal
corporation and home rule unit of government

By: Golub Realty Services LLC,
an Illinois limited liability company
Its: Managing Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(SUB) EXHIBIT A
EXCLUSIVE USES

1. Sports medicine and physical and occupational therapy
2. Restaurant that primarily sells submarine sandwiches
3. Dental practice, including cosmetic dentistry or dental practice involving dental applications of Botox (or its generic alternatives), cosmetic dental fillers or teeth whitening centers