

## EXHIBIT B

### FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT

This First Amendment to Right of Entry Agreement (this "First Amendment") is entered into as of January 6, 2023, between **WEST PULLMAN DEVELOPMENT PARTNERS, LLC**, an Illinois limited liability company, or an affiliate ("Licensee"), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City"), through its Department of Fleet and Facility Management ("2FM").

### WITNESSETH:

**WHEREAS**, Licensee and the City are parties to that certain Right of Entry Agreement dated July 6, 2023 (the "Agreement"), relating to the City Property (as defined in the Agreement"); and

**WHEREAS**, Licensee and the City desire to modify the terms of the Agreement, as more specifically set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.
2. Term. The first two sentences of Paragraph 3 of the Agreement are hereby amended to delete the language struck-through and insert the language underlined, as follows

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate upon the earlier of: (a) twenty nine (29) days after the Effective Date for a period not to exceed thirty (30) days the closing of Licensee's purchase of the City Property; or (b) the completion of the Activity and restoration of the Property in accordance with Section 10 hereof, whichever is earlier. ~~The Term may be extended for additional thirty (30) day periods upon notification to and approval by the City's Department of Assets, Information & Services.~~

3. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
4. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

5. Incorporation of Amendment. Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

6. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

**IN WITNESS WHEREOF**, License and the City have executed this First Amendment as of the date first above written.

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Commissioner  
Department of Fleet and Facility Management

**WEST PULLMAN DEVELOPMENT PARTNERS, LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_