

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 _____, 202__ between **LINCOLN PARK ZOOLOGICAL SOCIETY**, an Illinois not for profit corporation 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, the City is the owner of the property located at 220 E. Monroe Street, Chicago, IL 60601, known as Lurie Garden (part of PINs 17-15-112-011-0000 and 17-15-502-001-0000) (the “Property”), as described in Exhibit A; and

WHEREAS, Lincoln Park Zoological Society, an Illinois not-for-profit corporation (“Licensee”), seeks an extension of access to the Property to continue conducting research activities by members of the Licensee (the “Activity”); and

WHEREAS, the City, through its Department of Fleet and Facility Management (“2FM”), and Licensee previously entered into a Right of Entry Agreement dated January 1, 2024, and attached hereto as Exhibit A (the “ROE”), pursuant to which the City gave Licensee access to the Property for the Activity; and

WHEREAS, the Commissioner of 2FM (the “Commissioner”) has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050 (12) of the Municipal Code of Chicago; and

WHEREAS, after 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, the 180-day period allowed under Section 2-51-050 (12) for the ROE expired on June 29, 2024; and

WHEREAS, the City has determined that it is necessary to extend the ROE in order for Licensee to continue the Activity;

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. Incorporation of Recitals. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

3. Term. The first sentence 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 later of: (a) the completion of the Activity and, if applicable, restoration of the Property in accordance with Section 11 hereof; or (b) ~~June 29, 2024~~ June 30, 2025; whichever is later. Prior to entering the Property, Licensee shall provide proof of insurance as required by Section 8 of this Agreement, and copies of any necessary permits or approvals as required under Section 6 of this Agreement.

4. Retroactive Effect. The parties agree that this First Amendment shall be effective retroactive to January 1, 2024.

5. 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.

6. 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.

7. 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.

8. 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

LINCOLN PARK ZOOLOGICAL SOCIETY, an
Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____