

EXHIBIT D

THIRD AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This Third Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025, and August 4, 2025. (the “Contract”). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and three (3) additional ninety (90) day periods, with the payment of Ten Thousand and No/100 Dollars (\$10,000.00) per extension (each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation (“IDOT”) for a full access driveway on Plainfield Road which services the Property (the “Full Access Approval”). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property and(ii) pursue a variance through the Seller's authority having approval rights. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer submitted revised project renderings and building elevations for its newest prototype to Seller on 8/13/2025.

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This 3rd. day of November, 2025.

City of Crest Hill

Raymond R. Soliman, Mayor

APPROVED BY BUYER: This _____ day of November, 2025.

QuikTrip Corporation

By: _____
Truitt Priddy
Division Real Estate Manager