

EXHIBIT D

**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, 2024, 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”).

W I T N E S S E T H:

WHEREAS, Licensee and the City are parties to that certain Right of Entry Agreement dated July 6, 2023 (the “Agreement”), relating to certain City-owned 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. Expansion of Property. The term “Property” is hereby amended to insert the language underlined, as follows:

1325 W. 119th Street, Chicago, IL 60643 (PINs 25-29-101-025-0000; 25-29-101-027-0000; and 25-29-200-001-0000), as legally described on **Exhibit 1** attached hereto.

3. 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 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.~~

4. 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.

5. 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.

6. 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.

7. 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: _____