

EXHIBIT C

AMENDED CITY DEED COVENANTS

First: Sinai Community Institute (“SCI”) may convey the City Property to One Lawndale Children’s Discovery Center, Inc. (“OLCDC”), or at the sole discretion of the Commissioner of the City’s Department of Planning and Development or any successor department thereto (the “Department”) to an affiliate or wholly owned subsidiary of OLCDC, or an entity with substantially the same management as OLCDC (each such entity, an “Affiliate”). The Department, in its sole discretion, shall determine whether an individual or entity is an Affiliate.

Second: If SCI conveys the City property to OLCDC or an Affiliate, then the grantee (the “Buyer Party”) shall be bound by the following covenants and restrictions, which shall supersede all the covenants and restrictions set forth in that certain quitclaim deed (the “City Deed”) dated April 29, 2016, and recorded with the Recorder’s Office on May 19, 2016, as document no. 1614041028.

Third: The Buyer Party shall commence construction of the Project (as defined below) no later than twelve (12) months after the date of the deed (the “SCI Deed”) through which it acquired title to the City Property from SCI, and shall complete construction of the Project no later than thirty-six (36) months following the date of the SCI Deed. The Department, in its sole discretion, may extend the construction commencement and completion dates.

Fourth: The Buyer Party must develop on the City Property a community-oriented facility with educational, health, recreational, cultural and arts programming targeting children and families (the “Project”). The Department, in its sole discretion, may approve alternative community uses of the City Property other than those described in the prior sentence.

Fifth: The Buyer Party may not directly or indirectly sell, transfer, or otherwise dispose of the City Property or any part thereof or any interest therein to an entity or individual other than an Affiliate, without the prior written consent of the Department, which consent shall be in the Department’s sole discretion. If the Buyer Party sells the City Property to an individual or entity that is not an Affiliate, then the Buyer Party must share with the City fifty percent (50%) of the net profits from the sale, as calculated pursuant to a formula that the Department determines in its sole discretion.

Sixth: Commencing one year after the date of the SCI Deed, the Buyer Party shall submit to the Department documentation evidencing the Buyer Party’s payment of real estate taxes, if any, owed on the City Property, and the Buyer Party’s application for an exemption from real property taxes, if applicable. The Buyer Party must submit said documentation to the Department within 30 days following the completion of each applicable one-year period.

Seventh: The Buyer Party must determine if underground storage tanks (“USTs”) are present on the City Property. If USTs are present, the Buyer Party must remove the USTs and close any leaking underground storage tank incidents in accordance with Illinois Office of the State Fire Marshal and Illinois Environmental Protection Agency (“IEPA”) requirements. The Buyer Party must conduct a

Phase II Environmental Site Assessment to assess soil and groundwater for the constituent lists specified in 35 Ill. Adm. Code 740, Appendix A, including vapor migration and indoor inhalation issues. If contaminants are identified in exceedance of IEPA's Tiered Approach to Corrective Action Objectives ("TACO") Tier 1 residential criteria, the Buyer Party must enter the site into the Site Remediation Program administered by the IEPA and receive a Comprehensive Residential No Further Remediation letter. The Buyer Party must complete a hazardous materials survey of the building on the City Property and abate any hazardous materials if necessary for redevelopment and occupancy.

The covenants numbered Third through Sixth shall terminate twenty (20) years following the date of the SCI Deed.

Upon the completion of the requirements in the Seventh covenant, the Buyer Party shall request a review and inspection by the City's Department of Fleet and Facility Management or any successor department thereto ("DFFM"). DFFM shall provide the Buyer Party with either a certificate of release of the Seventh covenant, or a written statement indicating how the Buyer Party has failed to complete the Seventh covenant requirements, and what measures or acts are necessary, in the sole reasonable opinion of DFFM, for the Buyer Party to take or perform in order to obtain the certificate of release of the Seventh covenant. The Seventh covenant shall terminate upon the issuance of said certificate of release.

If the Buyer Party violates, breaches or fails to comply with any of the above covenants Third through Seventh, the City may reenter and take possession of the City Property, terminate the estate conveyed to the Buyer Party, and revert title to the City Property in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement (as defined below). If title to the City Property reverts to the City pursuant to the Right of Reverter, the Buyer Party shall be responsible for all real estate taxes and assessments which accrued following the date of the City Deed and the Buyer Party shall cause the release of all liens and encumbrances placed on the City Property (except those permitted by the Agreement) following the date of the City Deed. The Buyer Party will cooperate with the City to ensure that if the reconveyance deed for the City Property, such reconveyance deed being a condition of Department's approval of the conveyance from SCI to OLCDC or an Affiliate, is recorded, such recording is effective for purposes of transferring title to the City Property to the City, subject only to those exceptions that (i) were on title as of the date and time that the City conveyed the City Property to Sinai Health System, an Illinois not-for-profit corporation ("Sinai"), (ii) utility easements, and (iii) any mortgage authorized by the Agreement on the City Property. "Agreement" means that certain Redevelopment Agreement entered into between the City and Sinai, dated as of August 1, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 28, 2015, as document no. 152402279.

With respect to the Buyer Party's violation, breach or failure to comply with the covenant numbered Fourth, the City may elect not to exercise its Right of Reverter and instead require the Buyer Party to pay the City, within ninety (90) days of the default, an amount equal to the fair market value of

the City Property at the time of the default; provided that the determination of such fair market value shall exclude the value of all improvements made to the City Property by Sinai and the Buyer Party and the amount actually paid by Buyer Party to acquire title to the City Property. The fair market value shall be based on an appraisal ordered by the City at the Buyer Party's cost. Upon such payment of the fair market value of the City Property these covenants and restrictions shall terminate.