EXHIBIT C

FORM OF DEED

QUITCLAIM DEED

(The Above Space for Clerk's Use Only)

THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government 60602 ("City" or "Grantor"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois, for and in consideration of $1.00, and other good and valuable consideration, conveys and quitclaims all right, title and interest in the real property legally described on Exhibit A attached hereto ("City Property"), pursuant to ordinance [ordinance #] adopted by the City Council of the City ("City Council") on [date], and published in the Journal of the Proceedings of the City Council for such date at pages [####] through [####] (the "Sale Authorization Ordinance"), to **RESCUE 8 EDUCATION & TRAINING DIVISION INC.**, an Illinois not-for-profit corporation ("Grantee"), having a principal business address of 11954 S. State Street, Chicago, Illinois 60628.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Use City Land; Restriction on Conveyance. Grantee (a) shall use and operate the City Property as a multi-purpose public safety training and community resource center, and will provide programming that includes community emergency preparedness,

violence prevention, and public safety career training (the "Project"), for a period of 10 years from the date of passage and approval of the Sale Authorization Ordinance ("Project Term"), in accordance with the scheduling and reporting requirements previously approved by the Department of Planning and Development (the "Department"), provided that the Department, in its sole discretion, may approve modifications upon written request, and in accordance with any insurance coverages Grantee may be required to maintain by the City; and (b) shall not, during the Project Term, without the prior written consent of the City, which shall be in the City's sole discretion: (i) merge, liquidate, or consolidate; (ii) directly or indirectly sell, lease, assign or otherwise transfer the City Property, or (iii) engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for financing for the Project ("Authorized Mortgage"). If any of these conditions is not satisfied, the City may record a notice of default against the City Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Grantee, and revest title to the City Property in the City; provided, however, the City's right of reverter shall not defeat, render invalid, or limit in any way, the lien of any Authorized Mortgage. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Property to further evidence such revesting of title. The foregoing covenants shall expire upon the expiration of the Project Term.

2. Environmental Documents Review. The City, acting through its Department of Environment ("DOE"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Property. Grantee acknowledges and agrees that Grantee has previously received a summary of DOE's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. Limited Nature of City's Review. Grantee acknowledges and agrees that the City does not represent or warrant that DOE's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Property are consistent with the DOE's summary of its Limited Review. Grantee acknowledges and agrees that the City did not conduct a thorough environmental investigation of the City Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that DOE's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Property, and that there may be other conditions, uses, and sources or types of contamination affecting the City Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Property.

4. Historic Contamination of Urban Land. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or

manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils," EPA 542/F-10/011 (Spring 2011).

5. "As Is," "Where Is" and "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the City Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the City Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the City Property is being conveyed, and Grantee accepts the City Property, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Property or the suitability of the City Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the City Property in a condition which is suitable for its intended use.

6. Release of City. Grantee, on behalf of itself, its affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Grantee and its affiliates (collectively, the "Grantee Parties"), or anyone claiming by, through, or under the Grantee Parties, hereby releases, relinquishes and forever discharges, Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants (collectively, "City Parties"), from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs (collectively, "Losses") which the Grantee or any of the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this deed, based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Property, including, without limitation, (i) any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances in, on, under or about the City Property, or threatened release, emission or discharge of hazardous substances in, on, under or about the City Property, and (ii) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Grantee shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties or anyone claiming by, through, or under the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released

Claims. Grantee Parties waive their rights of contribution and subrogation against the City Parties.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20__.

ATTEST:

_____
Andrea M. Valencia, City Clerk

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By:_____
Brandon Johnson, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that [Name of Corporation Counsel], personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City"), pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

City of Chicago
Department of Law
Real Estate and Land Use Division
2 North LaSalle Street, Room 420
Chicago, Illinois 60602

MAIL DEED AND SUBSEQUENT TAX BILLS TO:

Rescue 8 Education & Training Division Inc.
_____
_____
_____

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY CODE SECTION 74-106(2); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B).

(SUB)EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

See Exhibit A to ordinance.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or its agent affirms that, to the best of grantor or its agent's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature_____
[agent]
City of Chicago Department of Law
Real Estate and Land Use Division

Subscribed and sworn to before me
this ____ day of _____,
202___

_____
Notary Public

The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 202__ Signature_____
Grantee or Agent

Subscribed and sworn to before me
this ____ day of _____,
202___

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)