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Date: 04/11/2017 09:44 AM Pg: 1 of 11

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RIGHT OF FIRST REFUSAL AGREEMENT

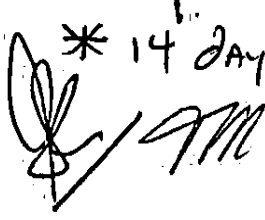
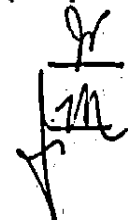
AGREEMENT THIS AGREEMENT, made as of this 7th day of April 2017, by and between Domenico Sangiorgio a resident of Chicago (hereinafter referred to as "Grantor"), and Theodore Mazola, a resident of Chicago (hereinafter referred to as "Grantee");

WITNESSETH THAT: IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, Grantor and Grantee hereby covenant and agree as follows:

ARTICLE 1. Right of First Refusal

1.1 During the term of this Agreement, Grantor does hereby grant unto Grantee, a right of first refusal (hereinafter referred to as the "First Refusal Right") to purchase all of Grantor's right, title and interest in and to the real properties described in Exhibit "A" attached hereto and by this reference made a part hereof, and together with all personal property located on or used in connection with said real property which is owned by Grantor (said real property and said personal property, hereinafter collectively referred to as the "Property"), subject to and upon the terms and conditions hereinafter set forth.

1.2 Upon receipt of a bona fide written offer from any third party to purchase the Property or any portion thereof (hereinafter referred to as "Offer"), Grantor shall give written notice to Grantee of the Offer, including delivery to Grantee a true and exact copy of the Offer. If Grantee elects to exercise the First Refusal Right, Grantee shall give notice of such election to Grantor within ~~48~~ hours of receipt of the written notice (hereinafter referred to as "Notice Period") and shall execute and return to Grantor a contract of sale upon the same terms and conditions as those in the Offer (except for time within which to close the transaction which shall

* 14 days



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not exceed 60 days from expiration of Notice Period). Grantor shall countersign and return the contract of sale to Grantee within fourteen (14) business days of its receipt.

1.3 To the extent any portion of the price in the third party bona fide offer is to be paid by non-cash consideration, such consideration shall be valued at the fair market value thereof as certified by an independent appraiser agreed to between the parties.

1.4 Should Grantee, by written notice to Grantor, elect not to exercise its First Refusal Right, or should Grantee fail to notify Grantor of its election to exercise its First Refusal Right within the Notice Period, then, in either of such events, Grantor shall be free to consummate the sale of the Property, or the applicable portion thereof, to the third party submitting the Offer, provided that the sale is closed and on the same material terms and conditions as are contained in the Offer, without any substantive modification thereto (including but not limited to price reductions), except that the closing thereof may occur on or before the thirtieth day subsequent to the closing deadline set forth in the Offer, but provided that the closing must occur within one (1) year after the date of the Offer.

1.5 Should any such sale be consummated, this First Refusal Right shall thereafter be of no further force and effect with respect to the Property, or applicable portion thereof, subject to the sale.

1.6 Should any such sale not be consummated as aforesaid, Grantor shall, in the event Grantor subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, or any portion thereof, again follow the provisions of this paragraph requiring notice to Grantee and opportunity for Grantee to purchase the Property.

1.7 Grantor shall not be obligated to offer to sell or to sell the Property, or any portion thereof, and Grantor shall not be obligated to disclose to Grantee any offer to purchase the Property or any portion thereof, which Grantor may receive which Grantor, in its sole discretion, does not accept or intend to accept.

ARTICLE 2 Limitations and Exclusions on First Refusal Right

2.1 Notwithstanding anything herein to the contrary, under no circumstances shall "a bona fide written offer from a third party" be deemed to include or shall this First Refusal Right be triggered by any of the following:

- (a) a gift by Grantor to anyone;
- (b) a devise of property, or any portion thereof, or any other transfer upon the death of Grantor;
- (c) transfers to any parent, subsidiary or affiliate of Grantor or transfers to any entity controlled by or under common control of Grantor;
- (d) transfer to any trust established by Grantor;

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(e) or transfers to any entity which are deemed or considered transfers by operation of law, liquidation or consolidation, including, without limitation, mergers, consolidations, reorganizations or dissolutions,

(f) grants of easements, leases, usufructs, licenses, concession agreements or transfers not in fee,

(g) involuntary transfers, including, without limitation, transfers in foreclosure, transfers in lieu of foreclosure, condemnation or deeds in lieu of condemnation, bankruptcy or court-ordered estate liquidation,

(h) sale and leaseback financings, synthetic leases, or any other off balance sheet financing

(i) other financing transactions of any nature no matter the structure, including financing arrangements which include lender acquisition rights.

ARTICLE 3 Term of First Refusal Right

3.1 The First Refusal Right shall commence as of the date hereof and shall remain in effect until February 28, 2021.

ARTICLE 4 Exercise of First Refusal Right

4.1 To exercise the First Refusal Right herein granted, Grantee must deliver written notice of its election to exercise the First Refusal Right to Grantor as provided in Section 8 herein.

4.2 Upon such notice being given, Grantee shall also execute and return to Grantor a contract of sale upon the same terms and conditions as those in the Offer (except for time within which to close the transaction which shall not exceed 60 days from expiration of the Notice Period). Grantor shall countersign and return the contract of sale to Grantee within two (2) business days of its receipt.

4.3 In the event the First Refusal Right has expired and terminated, any attempt to exercise the First Refusal Right shall be ineffective.

ARTICLE 5 Broker and Broker's Commission

5.1 Grantor and Grantee warrant and represent to the other that such party has not employed any broker or agent in connection with this Agreement. Grantee acknowledges that Grantee shall be entitled to no commission in the event Grantee elects to purchase the Property or the applicable portion thereof, pursuant to the First Refusal Right.

5.2 Grantee and Grantor covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any real estate broker or agent.

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ARTICLE 6 Closing

6.1 The closing (hereinafter referred to as the "Closing") of the exercise of the First Refusal Right shall be held as provided at the offices of the title company selected by the Grantor.

6.2 The exact time and date of Closing shall be contained in the contract of sale which shall not exceed 60 days from expiration of the Notice Period..

ARTICLE 7 Survey and Inspection of Property

7.1 From and after the date on which Grantee has notified Grantor of its election to purchase the Property, or the applicable portion thereof, pursuant to this First Refusal Right and until the date of Closing, Grantee and Grantee's agents, employees and independent contractors shall have the right and privilege to enter upon the Property to survey and inspect the Property, all at Grantee's sole cost and expense; provided, however, Grantee shall provide Grantor with reasonable prior written notice of any inspection or survey and Grantee, and Grantee's agents, employees and independent contractors, shall not disrupt or interfere with Grantor's activities on the Property.

7.2 Grantee hereby covenants and agrees to indemnify and hold harmless Grantor and their partners from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, or suits arising out of or in any manner related to the exercise by Grantee of Grantee's rights under this paragraph.

ARTICLE 8 Notice

8.1 Any notice, election, exercise of the First Refusal Right, or other communication required or permitted hereunder shall be delivered by hand (or by professional overnight courier service) or by certified United States mail, return receipt requested, postage and charges prepaid, to the following addresses:

To Grantor: Domenico Sangiorgio c/o Jerry Masterson
3316 South Halsted Street
Chicago, Illinois 60608
jerry.masterson@sbcglobal.net

Domenico Sangiorgio c/o Joseph Panepinto
1212 North Lake Shore Drive
Unit 13AN
Chicago, Illinois 60612
jlpanepinto@gmail.com

With a copy to: Keil M Larson
35 East Wacker Drive Suite 650
Chicago, Illinois 60601
keil@keillarson.com

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To Grantee: Theodore Mazola
~~1413 West Taylor Street~~ 1282 W. Lexington St. MN
 Chicago, Illinois 60607
tmazola@nwrchicago.com

With a copy to: Louis Scannicchio
 6817 West North Avenue
 Oak Park, Illinois 60302
louis@pellegrini-cristiano.com

8.2 Any notice, election, exercise of the First Refusal Right, or other communication delivered or mailed as aforesaid shall be effective upon both receipt and written acknowledgment of receipt by the receiving party or refusal to accept delivery.

8.3 Each party hereto may change its address for notice, elections, exercising the First Refusal Right, and other communications from time to time by notifying the other party of the new address in the manner provided for giving notice herein.

ARTICLE 9 Time of Essence

9.1 Time is of the essence of this Agreement.

ARTICLE 10 Entire Agreement

10.1 This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by all the parties hereto.

(a) If all or any portion of this Agreement shall be declared invalid or unenforceable under applicable law, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect; provided, however, that if the excused performance of such unenforceable provision shall materially adversely affect the interest of either party, the party so affected shall have the right to terminate this Agreement by written notice thereof to the other party, whereupon this Agreement shall become null and void, except for those indemnities set forth in Sections 6 and 8 of this Agreement

(b) The section headings are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Agreement or any provision hereof.

10.2 This Agreement may be recorded by Grantee at Grantee's expense.

ARTICLE 11 Surviving Clauses after Closings

11.1 Except as to the other Properties not closed all other paragraphs of this Agreement shall be merged into the delivery of the closing documents and shall not survive Closing.

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ARTICLE 12 Applicable Law

12.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois

ARTICLE 13 Assignability

13.1 Grantee may not assign Grantee's rights under this First Refusal Right Agreement without the prior written consent of Grantor, which may or may not be given in Grantor's sole discretion.

ARTICLE 14 Successors and Assigns

14.1 This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, if any.

ARTICLE 15 Cancellation of Record of Grantee's Rights

15.1 In the event the First Refusal Right expires and is terminated or if the First Refusal Right is exercised and the resulting contract is not consummated due to the default of Grantee, Grantee's rights and interests in and all Properties shall automatically be rendered void without action by Grantor or Grantee.

15.2 In furtherance of the foregoing, Grantee shall, upon the request of Grantor, execute and deliver to Grantor a quitclaim deed releasing the Property from any right or claim of Grantee, and Grantee hereby appoints Grantor Grantee's attorney-in-fact for the sole purpose of executing and delivering on behalf of Grantee a quitclaim deed as aforesaid.

(a) The power of attorney herein granted is coupled with an interest and is irrevocable by death, insolvency or otherwise.

(b) Notwithstanding the above, Grantor will not exercise the power of attorney herein granted until five (5) days after Grantor has given to Grantee written notice of Grantor's intention to exercise the power of attorney and Grantee has failed to execute and deliver a quitclaim deed as aforesaid within said five-day period.

(c) All third parties may rely, without further documentation, upon Grantor's filing of a document evidencing termination of the First Refusal Right signed solely by Grantor filed in the Deed Records of Cook County, Illinois

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IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals hereto as of the day and year first above written.

GRANTOR:


[Signature]
Domenico Sangiorgio by one of his attorneys in fact Jerry Masterson

[Signature]
Domenico Sangiorgio by one of his attorneys in fact Joseph Panepinto

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

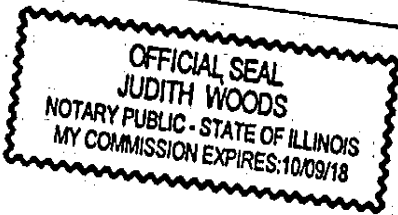
I, The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry Masterson, is personally known to me to be the same person as attorney in fact for Domenico Sangiorgio, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of April, 2017

[Signature]
Notary Public
Commission Expires: 10/09/18


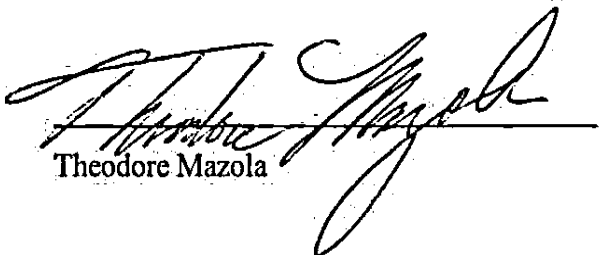
I, The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Panepinto, is personally known to me to be the same person as attorney in fact for Domenico Sangiorgio, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7 day of April, 2017

[Signature]
Notary Public
Commission Expires: 10/09/18


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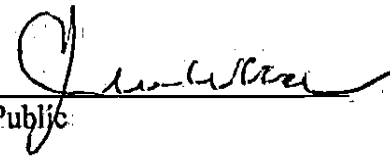
GRANTEE:


 Theodore Mazola

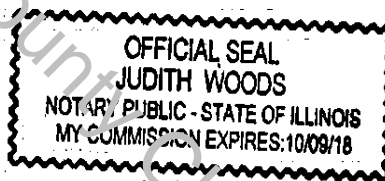
STATE OF ILLINOIS)
)SS.
 COUNTY OF COOK)

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Theodore Mazola**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of April, 2017


 Notary Public

Commission Expires:
10/09/18



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Exhibit A List of Properties

Property 1--2415-17 West Fillmore Street

Lot 12 and 13 in Block 3 in Rawson's Subdivision of the East ½ of the South ¼ of the Southeast ¼ of the Southeast ½ of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County Illinois

Permanent Index Number: 16-13-426-017-0000 and 16-13-426-018-0000

Commonly known as 2415-17 West Fillmore Street, Chicago, Illinois 60612

Property 2--2344 West Taylor Street

Lot 18 in Wheeler's Subdivision of Block 11 in Morris and Other's Subdivision of the West ½ of the Southwest ¼ of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois

Permanent Index Number: 17-18-314-051-0000

Commonly known as 2344 West Taylor Street Chicago, Illinois 60613

Property 3--1438 West Lexington

Lot 34 in Block 2 in the Subdivision of Block 40 in the Canal Trustees' Subdivision of the West ½ of the West ½ of the Northeast ¼ of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian according to the Plat thereof recorded February 2, 1965 as Document 67020 in Book 98 of Map Page 39 in Cook County Illinois

Permanent Index Number: 17-17-303-033-0000

Commonly known as 1438 West Lexington Chicago, Illinois 60607

Property 4--1434 West Flournoy

Lot 36 in the Subdivision (by Henry H. Honore) of Block 40 of Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 17-17-302-021-0000,

Commonly known as 1434 West Flournoy Street, Chicago, Illinois

Property 5--700 South Loomis

The East 90 Feet of Lot 1 in Powell's Subdivision of Lots 1 to 5 of the Subdivision of Block 2 of Block 40 in Canal Trustees' Subdivision of the West ½ and West ½ of the Northeast ¼ of

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Section 17, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County Illinois

Permanent Index Numbers: 17-17-303-022-0000 and 17-17-303-023-0000

Commonly known as 700 South Loomis, Chicago, Illinois 60608

Property 6--1004 South Oakley Avenue

Lot 49 in Wheeler's Subdivision of Block 11 in Morris and Other's Subdivision of the West ½ of the Southwest ¼ of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois

Permanent Index Number: 17-18-328-022-0000

Commonly known as 1004 South Oakley Avenue, Chicago, Illinois 60613

Property 7-- 805 South Bishop

Lot 62, except the East 2 feet thereof, in Block 43 in Canal Trustee's Taylor Subdivision of the West ½ of the West ½ of the Northeast ¼ of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County Illinois

Permanent Index Number: 17-17-318-002-0000

Commonly known as 805 South Bishop Chicago Illinois

Property 8--3148-58 West Washington

Lots 1, 4, 5, 8, 9 and Lots 2, 3, 6, 7, 10 (except the north 100 feet of said Lots 2, 3, 6, 7, and 10) in Block 2 in Howard's Subdivision of the West 3 Acres of Lots 21 of Lee's Subdivision of the Southwest ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

And

Lot 11 in Block in Block 2 in Howard's Subdivision of the West 3 Acres of Lots 21 of Lee's Subdivision of the Southwest ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Permanent Index Numbers 16-12-319-002-0000 and 16-12-319-003-0000

Commonly known as: 3148-58 West Washington and 3145 West Maypole, Chicago, Illinois

Property 9--1434 West Flournoy Street

Lot 36 in Block 1 in Subdivision by H. H. Honore of Block 40 of Canal Trustees' Subdivision of the West ½ and the West ½ of the Southwest ¼ of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois

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Permanent Index Number: 17-17-302-021-0000

Commonly known as 1434 West Flourney Street, Chicago, Illinois 60607

Property 10--2317 West Taylor Street

Lot 42 in Wheeler's Subdivision of Block 11 in Morris and Other's Subdivision of the West ½ of the Southwest ¼ of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois

Permanent Index Number: 17-18-314-051-0000

Commonly known as 2317 West Taylor Street Chicago, Illinois 60613

Property of Cook County Clerk's Office