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A02539468

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

06/09/2017 10:24:45AM

RHSP FEE: 9.00

TOTAL FEE: \$40.25

PAGES: 5

Handwritten signature/initials in a circle

Prepared By:
Boca Recorder's District:

(Above 3" Space for Recorder's Use Only)

BRT Group, LLC
P. O. Box 812530
Boca Raton, FL 33481

E/ AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

COMMITMENT # 25034386

Site Name: New Baden
Site Number: US-IL-5563

40.25

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("Memorandum") evidences an Option and Lease Agreement (the "Lease") between **Lucille B. Moehrs, Trustee of the Lucille B. Moehrs Living Trust** dated **February 13, 2001**, and any amendments thereto ("Landlord"), whose address is 605 Waterloo Drive, Waterloo, IL 62298, and BRT Group, LLC, a Delaware limited liability company, whose mailing address is P. O. Box 812530, Boca Raton, FL 33481 ("Tenant"), dated 5/22, 2017 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;
3. Landlord may not subdivide the Property without Tenant's prior written consent; and
4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event

of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

002

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.

WITNESSES:

Vernell P. Moehrs
Name: VERNELL P. MOEHR

Sharon C Madaus
Name: Sharon C. Madaus

LANDLORD:

The Lucille B. Moehrs Living Trust dated February 13, 2001

By: *Lucille B. Moehrs*
Lucille B. Moehrs, Trustee

Date: 5-11-17

STATE OF ILLINOIS

COUNTY OF Monroe

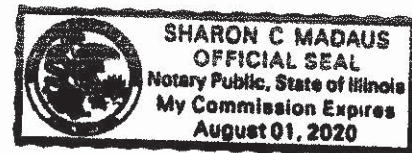
The foregoing instrument was acknowledged before me this 11th day of May, 2017 by Lucille Moehrs, Trustee of the Lucille B. Moehrs Living Trust dated February 13, 2001.

Sharon C Madaus
Notary Public

Printed Name: Sharon C Madaus

My Commission Expires:

August 01, 2020



3

[Tenant's Signature Page to Memorandum of Option to Lease]

WITNESSES:

TENANT:

[Signature]
Name: Natasha Bassene

BRT Group, LLC
a Delaware limited liability company

[Signature]
Name: Rachel Williamson

By: Diana Perez
Name: Diana Perez
Title: Authorized Person
Date: 5/22/17

Legi
TC

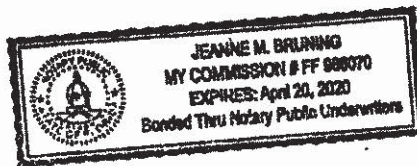
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2017,
by Diana Perez the Authorized Person of BRT Group, LLC, a
Delaware limited liability company, on behalf of the company.

[Signature]
Notary Public

Printed Name: JEANNE M Bruning

My Commission Expires:
4/20/20



64

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

An interest in land, said interest being over a portion of the following described parent parcel:

The South One-Half (1/2) of the Southeast Quarter (1/4), and the East One-Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Numbered Twenty-Four (24), in Township One (1) North, Range Six (6) West of the Third Principal Meridian; excepting however all the coal, oil, gas and other minerals underlying and beneath the same.

EXCEPTING a portion of Lot 5 in the Southeast Quarter of Section 24, Township 1 North, Range 6 West, of the Third Principal Meridian. St. Clair County, Illinois, being more particularly described as:

Commencing at a Brass Disk at the Southeast corner of Section 24, Township 1 North, Range 6 West, thence running N 00°00'00"E (assumed bearing) along the East line of said section, a distance of 1414.36' to a point, thence S 90°00'00"W, a distance of 30.00' to the Point of Beginning; thence S 90°00'00"W, a distance of 630.00' to a point, thence N 00°00'00"E, a distance of 353.00' to a point, thence N 90°00'00"E, a distance of 630.00' to a point, thence S 00°00'00" W, a distance of 353.00' to the Point of Beginning, containing five (5.00) acres more or less.

AND BEING the same property conveyed to Cletus E. Griesbaum and Loretta M. Griesbaum from Elizabeth Griesbaum by Joint Tenancy Deed dated September 09, 1943 and recorded December 12, 1997 in Deed Book 3210, Page 994; AND FURTHER CONVEYED to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" from Cletus E. Griesbaum and Loretta M. Griesbaum by Deed in Trust dated March 09, 2000 and recorded March 16, 2000 in Deed Book 3420, Page 1661; AND FURTHER BEING a portion of the same property conveyed to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust" from Lucille B. Moehrs, Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" by Deed in Trust dated March 25, 2002 and recorded April 02, 2002 in Deed Book 3651, Page 1073.

Tax Parcel Nos. 10-24.0-400-004, 10-24.0-400-006

205



* A 0 2 5 7 7 8 6 5 6 *

A02577865

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

05/31/2018 12:14:28PM

RHSP FEE: 9.00

TOTAL FEE: \$41.25

PAGES: 6

P/HP2

Prepared By:
~~Open Recording Returns:~~

(Above 3" Space for Recorder's Use Only)

BRT Group, LLC
P. O. Box 812530
Boca Raton, FL 33481

2

AFTER RECORDING, RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226

4/1.25
COMMITMENT # 25034386

Site Name: New Baden
Site Number: US-IL-5563

Attn: _____

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between **Lucille B. Moehrs, Trustee of the Lucille B. Moehrs Living Trust dated February 13, 2001, and any amendments thereto ("Landlord")**, whose address is 605 Waterloo Drive, Waterloo, IL 62298, and BRT Group, LLC, a Delaware limited liability company, whose mailing address is P. O. Box 812530, Boca Raton, FL 33481 ("Tenant"), dated 5/22, 2017 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is Jan. 1, 2018. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property (defined below) or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

201

6

5. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;

8. Landlord may not subdivide the Property without Tenant's prior written consent; and

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

2

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Vernell P. Moehrs
Name: VERNELL P. MOEHR

The Lucille B. Moehrs Living Trust dated February 13, 2001

By: Lucille B. Moehrs
Lucille B. Moehrs, Trustee

Sharon C. Madaus
Name: Sharon C. Madaus

Date: 5-11-17

STATE OF ILLINOIS

COUNTY OF Monroe

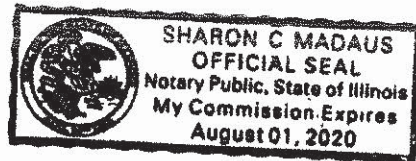
The foregoing instrument was acknowledged before me this 11th day of May, 2017 by Lucille Moehrs, Trustee of the Lucille B. Moehrs Living Trust dated February 13, 2001.

Sharon C. Madaus
Notary Public

Printed Name: Sharon C. Madaus

My Commission Expires:

August 01, 2020



223

[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:

TENANT:

Natasha Barreno
Name: Natasha Barreno

Rachel Williamson
Name: Rachel Williamson

BRT Group, LLC
a Delaware limited liability company

By: *Diana Perez*
Name: Diana Perez
Title: Authorized Person
Date: 5/22/17



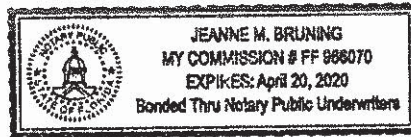
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of MAY, 2017,
by Diana Perez the Authorized Person of BRT Group, LLC, a
Delaware limited liability company, on behalf of the company.

Jeanne M Bruning
Notary Public

Printed Name: JEANNE M Bruning

My Commission Expires:
4/20/20



004

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

An interest in land, said interest being over a portion of the following described parent parcel:

The South One-Half (1/2) of the Southeast Quarter (1/4), and the East One-Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Numbered Twenty-Four (24), in Township One (1) North, Range Six (6) West of the Third Principal Meridian; excepting however all the coal, oil, gas and other minerals underlying and beneath the same.

EXCEPTING a portion of Lot 5 in the Southeast Quarter of Section 24, Township 1 North, Range 6 West, of the Third Principal Meridian. St. Clair County, Illinois, being more particularly described as:

Commencing at a Brass Disk at the Southeast corner of Section 24, Township 1 North, Range 6 West, thence running N 00°00'00"E (assumed bearing) along the East line of said section, a distance of 1414.36' to a point, thence S 90°00'00"W, a distance of 30.00' to the Point of Beginning; thence S 90°00'00"W, a distance of 630.00' to a point, thence N 00°00'00"E, a distance of 353.00' to a point, thence N 90°00'00"E, a distance of 630.00' to a point, thence S 00°00'00" W, a distance of 353.00' to the Point of Beginning, containing five (5.00) acres more or less.

AND BEING the same property conveyed to Cletus E. Griesbaum and Loretta M. Griesbaum from Elizabeth Griesbaum by Joint Tenancy Deed dated September 09, 1943 and recorded December 12, 1997 in Deed Book 3210, Page 994; AND FURTHER CONVEYED to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" from Cletus E. Griesbaum and Loretta M. Griesbaum by Deed in Trust dated March 09, 2000 and recorded March 16, 2000 in Deed Book 3420, Page 1661; AND FURTHER BEING a portion of the same property conveyed to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust" from Lucille B. Moehrs, Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" by Deed in Trust dated March 25, 2002 and recorded April 02, 2002 in Deed Book 3651, Page 1073.

Tax Parcel Nos. 10-24.0-400-004, 10-24.0-400-006

Said interest being over land more particularly described by the following description:

065

EXHIBIT A- Continued
(TO MEMORANDUM OF LEASE)

TOWER LEASE

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°47'33" EAST, 100.00 FEET; THENCE SOUTH 89°12'27" WEST, 100.00 FEET; THENCE NORTH 0°47'33" WEST, 100.00 FEET; THENCE NORTH 89°12'27" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET (OR 0.230 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

A 30.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET; THENCE SOUTH 0°47'33" EAST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°17'01" EAST, 34.94 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLINTON COUNTY LINE ROAD AND THE POINT OF TERMINATION.

CONTAINING 1,048 SQUARE FEET (OR 0.024 ACRES), MORE OR LESS.

UTILITY EASEMENT

A 10.00 FOOT WIDE UTILITY EASEMENT IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET; THENCE SOUTH 89°12'27" WEST, 6.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°33'44" EAST, 50.20 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLINTON COUNTY LINE ROAD AND THE POINT OF TERMINATION.

CONTAINING 502 SQUARE FEET (OR 0.012 ACRES), MORE OR LESS.

2014



* A 0 2 6 0 1 0 3 1 1 2 *

A02601031

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

01/08/2019 12:03:12PM

RHSP FEE: 9.00

STATE FEE: 97.50

COUNTY FEE: 48.75

TOTAL FEE: \$193.50

PAGES: 12

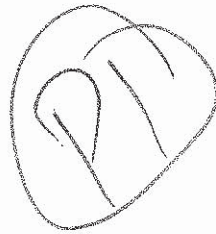
Upon Recording, Return To:

F Fidelity National Title Insurance Corp.\CLSS
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

This Document Was Prepared By:

Daniel Marinberg, Esq., General Counsel
BRT Group, LLC
750 Park of Commerce Dr., Suite 200
Boca Raton, FL 33487

US-IL-5563 - # 25034386A



STATE & COUNTY TAX	STATE OF ILLINOIS	# 000018991	REAL ESTATE TRANSFER TAX
	JAN.-8.19		00146.25
	ST. CLAIR COUNTY		FP351003

Parcel No.: 10-24.0-400-004

(Space Above for Recorder's Use)

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Agreement") is made as of this 20th day of November, 2018 ("Effective Date"), by and between Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust", having an address of 605 Waterloo Drive, Waterloo, IL 62298, ("Grantor"), and BRT Group, LLC, a Delaware limited liability company, having an address of 750 Park of Commerce Drive, Suite 200, Boca Raton FL, 33487 ("Grantee").

A. WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Burdened Property");

B. WHEREAS, Grantee currently owns and operates one or more communications towers and related systems and equipment (collectively, the "Tower") located in and on a portion of the Burdened Property; and

C. WHEREAS, Grantor desires to grant to Grantee certain easement rights with respect to the Burdened Property, which shall, among other things, allow Grantee to access and operate the Tower;

D. WHEREAS, Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust", is the current landlord under that Ground Lease (as may be amended), dated on or about May 22, 2017, by and between Grantor and Grantee (the "Lease"); and

E. WHEREAS, Grantor desires to assign to Grantee, and Grantee desires to assume from Grantor, all of Grantor's right, title, and interest as landlord in the Lease.

47.25

2015

-1-
WID 00013-27
St. Clair County, IL Recorder of Deeds

Site Name New Baden
Site Number US-IL-5563

Document Number: A02601031

Page 1 of 12

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease. Grantor does hereby assign, transfer, sell and convey unto Grantee, its successors and assigns, all of the right, title and interest of Grantor as landlord in, to and under the Lease, effective as of the date hereof, TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein. Notwithstanding anything to the contrary herein, the Grantee hereby waives, deems satisfied, and/or consents with respect to, as appropriate, any rights it had pursuant to Section 10 and Section 16 of the Lease (i) mandating that the Grantor only assign the Lease to a fee purchaser of the Burdened Property; and/or (ii) Grantee's rights of first refusal with respect to the Lease.

2. Grant of the Easements. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee ("**Grantee Parties**"), the following easements, to which Easements the Grantee Parties shall have free and unfettered access seven (7) days per week, twenty-four (24) hours per day (the "**Grantor Parties**" shall mean the Grantor, its heirs, personal representatives, successors and assigns, customers, agents, and any other party claiming by or through Grantor):

(a) an **exclusive perpetual easement** (the "**Tower Easement**") for the purposes of accessing, operating, and using the Tower and conducting business activities related to the Tower, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation and/or removal of the Tower and construction of any additional towers, on, across and under that portion of the Burdened Property shown on **Exhibit "B"** attached hereto and incorporated herein (the "**Tower Easement Premises**") and freely leasing, subleasing, or licensing space on the Tower to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any party upon the Tower Easement Premises. In connection with the exclusive nature of the Tower Easement, Grantee shall, at Grantee's sole cost and expense, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Grantee Parties.

(b) a non- exclusive perpetual easement (the "**Utility and Access Easement**") for ingress, egress and utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Tower and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under, above, across and through that

portion of the Burdened Property shown on Exhibit "C" attached hereto and incorporated herein (the "Utility and Access Easement Premises").

(c) the Tower Easement, and the Utility and Access Easement are sometimes referred to herein individually and collectively as the "Easement" or "Easements". The Tower Easement Premises, and the Utility and Access Easement Premises are sometimes referred to herein individually and collectively as the "Benefited Property".

3. Duration; Consideration. Grantor and Grantee acknowledge and agree that this Agreement and the **Easement will be perpetual from the Effective Date**. Grantor and Grantee understand that full consideration for this Agreement was paid to Grantor, that no additional monetary consideration is due in connection with this Agreement, and that this Agreement is irrevocable. Notwithstanding the foregoing, in the event that Deemed Abandonment (defined below) occurs, upon thirty (30) days prior written notice to Grantee by Grantor of Deemed Abandonment, in the event Grantee has not recommenced or reacknowledged its use of the Easements within such thirty (30) day period, the Easements shall terminate and Grantee shall dismantle and remove the Tower. For purposes of this Agreement, "Deemed Abandonment" is deemed to have occurred if no equipment or antennas are installed on any Tower and neither Grantee nor any party claiming by, through, or under Grantee, has taken any noticeable or affirmative actions to use or enjoy the Easements for a period of five (5) consecutive years. Grantee shall have the absolute right to remove the Tower and any improvements on the Tower Easement Premises at any time during the Term of the Easement provided however Grantee shall so remove such improvements within ninety (90) days of same being deemed abandoned or Grantor or its successor in interest to the underlying fee title to the Burdened Property shall have the right to so remove and/or dispose of same in any manner it deems fit without liability to Grantee and/or its successors and/or assigns. Within ninety (90) days after the expiration or earlier termination of the Easement, Grantee shall have the option to remove all above-ground improvements provided however, if it fails to remove such above-ground improvements within this timeframe, the Grantor or its successor in interest to the underlying fee title to the Burdened Property shall have the right to remove and/or dispose of same in any manner it deems fit without liability to Grantee and/or its successors and/or assigns. Grantee shall be at all times entitled to abandon all other footings, foundations, and other below-ground improvements in place.

4. Maintenance. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property and the Benefited Property, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings and improvements located thereon except to the extent damaged from Grantee's (and/or its successor's and/or assign's) use thereof or negligence with respect thereto; *provided, however,* that Grantee shall be responsible for and shall pay the cost of all repairs to the Tower Easement Premises, the Tower and any buildings and improvements owned by Grantee or Grantee's tenants, as well as repairs necessary for appurtenant uses of such Tower, buildings or improvements.

5. Taxes. Grantor shall pay when due all real and personal property taxes and all other fees and assessments attributable to the Burdened Property. Grantor agrees to defend, indemnify and hold harmless the Grantee, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorney's fees arising out of Grantor's failure to pay such taxes it is obligated

to pay. Notwithstanding anything to the contrary, Grantee shall pay directly to the taxing jurisdiction or reimburse Grantor for any increases in real property taxes, which are assessed as a direct result of Grantee's improvements to the Benefited Property as well as any taxes that are assessed against the Tower. Grantor shall provide written proof of payment of all real and personal property taxes on the Burdened Property to Grantee no later than thirty (30) days after the dates any such payments are due.

6. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("**Lender**") of its rights of foreclosure with respect to any such liens and security interests. Grantor agrees to enter into any reasonable amendment to this Agreement requested by any existing or prospective Lender to Grantee.

7. Use and Access Restrictions. The uses and operation of the Burdened Property and any equipment or facilities thereon (the "**Burdened Property Uses**") shall not interfere electrically or with the communications systems on any Tower now existing or hereafter constructed on the Benefited Property. Notwithstanding anything in this Agreement to the contrary, if the Burdened Property Uses shall interfere with communications systems or equipment or the operation of any Tower located on the Benefited Property, Grantor shall upon reasonable written request immediately suspend its Burdened Property Uses causing the interference and take such further actions as Grantee deems reasonably necessary, at Grantor's reasonable expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Grantee. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

8. Grantor's Cooperation. Grantor hereby authorizes Grantee and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Grantor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits in connection with the use of the Benefited Property pursuant to this Agreement provided same shall be subject to Grantor's approval, which shall not be unreasonably withheld, conditioned, or delayed. Grantor understands that any such applications and/or the satisfaction of any requirements thereof may require Grantor's cooperation, which Grantor hereby agrees to provide, including signing any such necessary documentation and, if required, attendance at hearings in front of applicable local authorities.

9. Agent and Attorney-in-Fact. Grantee is hereby appointed Grantor's attorney-in-fact solely for the purposes outlined in this Agreement in the performance of the grants and obligations created by this Agreement, including but not limited to establishing Grantee's right and authority in this and to sign applications, documents, permits, or other documents required by local governmental authorities in connection with the use of the Benefited Property pursuant to this Agreement subject to Section 8. The appointment of Grantee as Grantor's attorney-in-fact hereunder is irrevocable and is hereby coupled with an interest.

10. Ownership. The Tower shall at all times remain the property of Grantee and may at all times be removed by the Grantee pursuant to the removal terms herein.

11. Survey. If a survey has not already been prepared and attached as an exhibit to this Agreement, Grantor agrees to cooperate with Grantee in obtaining a survey of the Burdened Property and the Benefited Property, at Grantee's cost. Upon completion, such survey will be attached as an exhibit to this Agreement.

12. Amendment; Termination. Subject to Sections 3, and except as otherwise may be expressly set forth herein, this Agreement and the Easement may be abandoned or terminated solely by Grantee, and may be amended upon the mutual agreement of the parties in writing. Any such abandonment or termination shall be in writing, executed and acknowledged by Grantee, or in the case of amendment, shall be in writing, executed and acknowledged by Grantor and Grantee, and duly recorded in the land records of the municipality where the Burdened Property is located.

13. Assignment. Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Tower and Grantee's rights in this Agreement without notice to or consent of Grantor. If Grantee assigns this Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully release of any liability and responsibility under this Agreement provided Grantee's assignee holds at least \$10,000,000.00 of assets. Grantor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property without prior notice to Grantee.

14. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

15. Runs with the Land. This Agreement shall run with the land so as to bind the successors and assigns of the Burdened Property (including any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

16. Representations, Warranties, and Additional Covenants.

(a) Grantor represents and warrants that it is the fee simple owner of the Burdened Property and the Easements granted herein, and that Grantee shall peaceably and quietly hold and enjoy the Easements without interference, hindrance, or obstruction by and party whatsoever.

(b) Unless the Easements already constitute separate tax parcels or tracts, Grantor shall not subdivide or cause to be separately subdivided or assessed by any governmental authority any of the Easements provided however, Grantor shall not be liable in the event any of the Easements provided herein are subdivided by a governmental authority without Grantor soliciting or undertaking to cause such subdivision. If any such subdivision, creation of separate tax parcel, or separate assessment shall be desired by Grantee in its sole discretion, Grantor shall cooperate with Grantee in obtaining any approvals and effectuating such a subdivision.

(c) Grantor shall not create, grant, or permit and claim, lien, liability, encumbrance, easement charge or restriction on title to the Easements that would adversely affect Grantee's use and enjoyment of the Easements or the rights granted under this Agreement.

(d) Grantor hereby agrees to indemnify, defend and hold harmless Grantee Parties from and against all losses, claims, damages and liabilities incurred by such parties arising from or relating to any breach by Grantor of any of its representations, warranties, or covenants under this Agreement. Notwithstanding anything to the contrary herein, Grantee hereby agrees to indemnify, defend and hold harmless Grantor Parties from and against all losses, claims, damages and liabilities incurred by such parties arising from or relating to any breach by Grantee of any of its representations, warranties, or covenants under this Agreement.

17. Entire Agreement. The unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

18. Compliance with Law; No Waiver. This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

19. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Agreement, or for enforcement of this Agreement, or because of the breach of any provision of this Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

20. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth in which the Burdened Property is located.

21. Counterparts. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

22. Recording of Easement. Grantee shall be permitted to record, and Grantor shall execute, this Agreement or a Memorandum of Easement, reflecting the terms of the Easement, at Grantee's sole discretion.

23. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the perpetual Easements hereunder would or could violate the

rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Agreement is recorded. If the provisions of this Section 23 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Agreement immediately upon termination of this Agreement.

24. Restrictive Covenants. Grantor acknowledges and agrees that the Easements and the rights granted herein to Grantee are integral to the purchase price paid by Grantee to Grantor with respect to the Easements, and that Grantee would not have paid such monetary consideration to Grantor if Grantor were to create circumstances that would compete with the rights of Grantee and its intended business operations. Accordingly, Grantor agrees that, for so long as this Agreement is in effect, Grantor shall not:

(a) permit any lessee, sublessee, licensee, or other party granted any rights in or to the Burdened Property to, grant a lease, sublease, license, easement, management agreement, or any other property or contractual interest to any third party for the ownership, operation, leasing, licensing, marketing, or management of wireless communications towers or structures;

(b) transfer the fee simple or leasehold title interest in the Burdened Property, or the rights to enforce or manage Grantor's rights and the obligation to perform Grantor's covenants hereunder, to any third party whose primary business is owning, operating, leasing, licensing, marketing, or managing wireless communications towers or structures, or purchasing and aggregating property and contractual interests under owners, operators, or managers of wireless communications towers; or

(c) construct or permit the construction of any wireless communications towers or structures on the Burdened Property (other than any construction by Grantee on the Benefited Property).

25. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement.

[remainder of page left blank]

Grantor Signature Page to Easement

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

"Grantor"

Witnesses:

Maureen A. Wilkerson
Print Name: Maureen A. Wilkerson

Tamara F. Vowell
Print Name: TAMARA F. VOWELL

Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust

By: Lucille Moehrs
Lucille B. Moehrs, as Trustee

STATE OF ILLINOIS
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me this 16 day of Nov., 2018, by Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust, and acknowledged the execution of the foregoing instrument.

Tammy White
Notary Public
Print Name: Tammy White

My Commission Expires:

Grantee Signature Page to Easement

"Grantee"

Witnesses:

Kevin L. O'Brien
Print Name: Kevin L. O'Brien

Leigh Anne Stitt
Print Name: Leigh Anne Stitt

BRT GROUP, LLC,
a Delaware limited liability company

By: [Signature]
Name: Alex Gellman
Title: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 20th day of November, 2018, by Alex Gellman, Chief Executive Officer, of **BRT Group, LLC**, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Leigh Anne Stitt
Notary Public, State of Florida
Print Name: Leigh Anne Stitt

My Commission Expires:

Aug 31, 2021

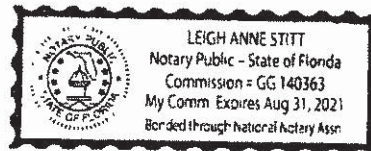


EXHIBIT A
LEGAL DESCRIPTION OF BURDENED PROPERTY

The South One-Half (1/2) of the Southeast Quarter (1/4), and the East One-Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Numbered Twenty-Four (24), in Township One (1) North, Range Six (6) West of the Third Principal Meridian; excepting however all the coal, oil, gas and other minerals underlying and beneath the same.

EXCEPTING a portion of Lot 5 in the Southeast Quarter of Section 24, Township 1 North, Range 6 West, of the Third Principal Meridian. St. Clair County, Illinois, being more particularly described as:

Commencing at a Brass Disk at the Southeast corner of Section 24, Township 1 North, Range 6 West, thence running N 00°00'00"E (assumed bearing) along the East line of said section, a distance of 1414.36' to a point, thence S 90°00'00"W, a distance of 30.00' to the Point of Beginning: thence S 90°00'00"W, a distance of 630.00' to a point, thence N 00°00'00"E, a distance of 353.00' to a point, thence N 90°00'00"E, a distance of 630.00' to a point, thence S 00°00'00" W, a distance of 353.00' to the Point of Beginning, containing five (5.00) acres more or less.

AND BEING a portion of the same property conveyed to Cletus E. Griesbaum and Loretta M. Griesbaum from Elizabeth Griesbaum by Joint Tenancy Deed dated September 09, 1943 and recorded December 12, 1997 in Deed Book 3210, Page 994; AND FURTHER CONVEYED to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" from Cletus E. Griesbaum and Loretta M. Griesbaum by Deed in Trust dated March 09, 2000 and recorded March 16, 2000 in Deed Book 3420, Page 1661; AND FURTHER BEING a portion of the same property conveyed to Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001, known as the "Lucille B. Moehrs Living Trust" from Lucille B. Moehrs, Trustee under the provisions of a trust agreement dated the 26th day of September, 1997, known as the "Cletus E. Griesbaum and Loretta M. Griesbaum Living Trust" by Deed in Trust dated March 25, 2002 and recorded April 02, 2002 in Deed Book 3651, Page 1073.

Tax Parcel Nos. 10-24.0-400-004

EXHIBIT B1

DESCRIPTION OF LOCATION OF EXCLUSIVE TOWER EASEMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°47'33" EAST, 100.00 FEET; THENCE SOUTH 89°12'27" WEST, 100.00 FEET; THENCE NORTH 0°47'33" WEST, 100.00 FEET; THENCE NORTH 89°12'27" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET (OR 0.230 ACRES), MORE OR LESS.

EXHIBIT C

DESCRIPTION OF LOCATION OF A NON- EXCLUSIVE ACCESS AND UTILITY EASEMENT

ACCESS & UTILITY EASEMENT

A 30.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET; THENCE SOUTH 0°47'33" EAST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°17'01" EAST, 34.94 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLINTON COUNTY LINE ROAD AND THE POINT OF TERMINATION.

CONTAINING 1,048 SQUARE FEET (OR 0.024 ACRES), MORE OR LESS.

UTILITY EASEMENT

A 10.00 FOOT WIDE UTILITY EASEMENT IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0°42'59" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 471.53 FEET; THENCE SOUTH 89°17'01" WEST, 64.96 FEET; THENCE SOUTH 89°12'27" WEST, 6.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°33'44" EAST, 50.20 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLINTON COUNTY LINE ROAD AND THE POINT OF TERMINATION.

CONTAINING 502 SQUARE FEET (OR 0.012 ACRES), MORE OR LESS.



PTAX-203-NR
Illinois Real Estate Transfer Tax Payment
Document (non recorded transfers)

This document is recorded for the purpose of affixing Real Estate Transfer Tax stamps that were purchased for the following transferring document under provisions of Public Act 93-1099

Property information

See attached
 Street address of property (or 911 address, if available)
 City or village ZIP Township

* 1 0 2 7 4 8 5 1 2 2 *

Do not write in this area
 This space is reserved for the County Recorder's Office use

A02748512

County: MICHAEL T COSTELLO
 Recorder of Deeds
 St. Clair County
 Belleville, IL

Date: 06/06/2022 09:29:25AM

Doc No: *(Handwritten: 91)*

Vol: *(Handwritten: 91)*

Page: *(Handwritten: 91)*

Received by: _____

STATE FEE: 110.50
 COUNTY FEE: 55.25
 TOTAL FEE: \$165.75
 PAGES: 2

Parcel identifying number See attached

Legal description See attached

Date of transferring document 1 0 / 2 0 2 1
Month Year

Type of transferring document Acquisition of Controlling Interest

Signature *(Handwritten Signature)*

Seller, Buyer, Agent, or Preparer

(Handwritten: 5/2/22)
 Date

Preparer Information (Please print)

Sean Kanousis - PricewaterhouseCoopers LLP
 Preparer's and company's name
 300 Madison Ave
 Street address
 Preparer's signature *(Handwritten: Sean Kanousis)*
 sean richman kanousis@pwc.com
 Preparer's e-mail address (if available)

Preparer's file number (if applicable)
 New York NY 10017-6232
 City State ZIP
 917-648-0295
 Preparer's daytime phone

NO FEE

Transfer Tax

Net consideration subject to transfer tax	\$ 110,500.00
Illinois Tax	\$ 110.50
County Tax	\$ 55.25
Total amount of transfer tax due	\$ 165.75

Affix Revenue stamps here

If stamps are not affixed, please state the exemption provision under 35 ILCS 200/31-45 (see Page 2)

AFTER RECORDING, RETURN TO:
 Fidelity National Title Group
 7130 Glen Forest Dr., Ste. 300
 Richmond, VA 23226
 Attn: _____

STATE OF ILLINOIS
 JUN. -6.22
 ST. CLAIR COUNTY

STATE & COUNTY TAX

REAL ESTATE TRANSFER TAX

00165.75

FP351003

0000011812