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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2005 12:58 PM Pg: 1 of 8

HARRIS, N.A. FINA

LEASE
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This Lease is made effective the 20th day of September, 2005 by and between Harris Trust and Savings Bank, an Illinois Banking Corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated September 29, 1998 and known as Trust Number L-718 and George A. Amend, Inc. as the sole owner of 100% of the beneficial interest and holder of the full power of direction in said Trust, hereinafter collectively referred to as the "Lessor" and Efflandt Well Drilling, Inc. an Illinois corporation hereinafter referred to as the "Lessee".

WITNESSETH:

1. **Lease.** In consideration of the payment of rent monthly in advance and other good and valuable considerations, the Lessor hereby demises and leases to the Lessee and the Lessee hereby demises and leases from the Lessor, the "Premises" hereinafter legally described on Exhibit A attached hereto and expressly made a part hereof for the term and upon the conditions hereinafter set forth.

2. **Term.** The Term of this Lease shall commence on September 20, 2005 and terminate on June 30, 2006 unless terminated prior thereto by the Lessee as hereinafter provided

3. **Rent.** The Rent shall be One Thousand One Hundred Dollars (\$1,100.00) per month for each month of the Term hereof and shall be paid by the Lessee to the Lessor on or before the first day of each month of the Term.

4. **Possession.** Possession of the Premises shall be delivered by the Lessor to the Lessee at the commencement of the Term of the Lease to be used by the Lessee, in connection with the conduct of its well drilling business, including but not limited to ingress to and egress of persons and vehicles to and from the Premises as well as the storage of equipment and materials used in connection therewith. Lessee shall deliver possession of the Premises to the Lessor at the termination of the Term in substantially the same condition that it was in at the commencement of the Term, ordinary wear and tear excepted. Throughout the entire Term of the Lease, Lessee shall have and enjoy exclusive use and uninterrupted possession and Quiet Enjoyment of the Premises for the purposes set forth herein.

For purposes of clarity, without first obtaining the prior written consent of Lessee, during the term hereof, the Lessor (and its employee, contractors, invitees, successors, assigns and designees of any kind or nature whatsoever) shall have no right to and shall not come upon the Premises and/or Lot 11 for any purpose whatsoever including but not limited to the performance of any test, study, work or improvement of any kind or nature whatsoever in connection with the Lessor's proposed development of the Premises.

5. **Real Estate Taxes.** All real estate taxes, assessments, imposts and any other similar imposts shall be borne and paid by the Lessor and none of the foregoing shall be borne and/or paid by the Lessee.

6. **Early Termination of the Term.** In its sole and absolute discretion, the Lessee shall have the right to terminate the Term of this Lease at any time, before June 30, 2006, by serving written notice of such early termination on the Lessor at least thirty days (30) prior to the effective date of such early termination (hereinafter referred to as "Lessee's Notice of Early Termination") in

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accordance with the notice provisions set forth in this Lease in Section 8. The Lessee's obligation to pay rent to the Lessor shall terminate on the effective date of termination of the Term (i.e. either on June 30, 2006 or on the earlier effective date of termination set forth in the Lessee's Notice of Early Termination).

7. **Recording.** This Lease will be recorded.

8. **Notice.** All notices required or desired to be given pursuant to this Lease shall be in writing and shall be served on the parties at the addresses following their signatures and shall be delivered in person, sent by a recognized commercial express courier with freight and/or delivery charges paid by the sender, sent by facsimile transmittal (with a duplicate copy of such notice also sent to the intended recipient by first-class United States mail, postage prepaid within one (1) business day after being sent by facsimile), or deposited in the United State mail, postage prepaid, registered or certified mail, return receipt requested. Any such notice shall be deemed properly delivered, whether or not actually received, as follows: if by personal delivery or commercial express courier on the date that delivery is made to the intended recipient (or the date that such delivery is refused by the intended recipient); if by facsimile, on the date such transmittal is confirmed; and if by registered or certified mail, on the date which is two (2) business days after the date such notice is deposited in the U.S. mail. Notice of a change of address shall be given in accordance with the provisions of this Section.

9. **Subordination.** If during the Term of this Lease, Lessor desires to obtain a loan secured by a mortgage on the Premises and as a condition of providing such loan, the lender requires that this Lease be subordinated to the lien of the Lender's mortgage then the following shall be applicable: The Lessor, the Lessor's lender and the Lessee shall enter into a Subordination, Non-Disturbance and Attornment agreement ("SNDA") which shall be recorded and shall provide in substance that this Lease is subordinate to the mortgage but in the event of a default by the fee owner Lessor under the mortgage and thereafter the foreclosure of the mortgage against the Premises, the Lessee's use, occupancy, possession and quiet enjoyment of the Premises will not be disturbed and the Lessee will not otherwise be disturbed or evicted provided that the Lessee is not in default under the Lease and that the Lessee will recognize the new owner of the Premises as the Lessor under the Lease.

10. **Insurance.** (A) At all times subsequent to Lessee taking possession of the Premises it shall at Lessee's sole cost and expense maintain Comprehensive General Public Liability Insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, naming Lessee and Lessor, as the named insureds, such Insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and to the limit of not less than Two Hundred Thousand Dollars (\$200,000.00) in respect to property damage. Each such policy or a certificate therefor issued by insurer thereunder, shall be deposited by Lessee with Lessor.

11. **Miscellaneous.** In connection with the interpretation and construction of this Lease, and each and all of the terms, conditions, and provisions hereof:

(A). This Lease constitutes the entire agreement among the parties, and may be modified only by a writing signed by Lessor and Lessee. Exhibit A (the legal description of the Premises) is attached to and made a part of this Lease;

(B). This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns;

(C). This Lease may be executed by the parties in separate duplicate counterparts all of which taken together shall constitute one Lease binding on all of the parties hereto, notwithstanding that all parties may not be signatories to the original or same counterpart;

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(D) As used herein, the words "business day" shall mean a day on which the Federal banks are scheduled to be open for business. If a particular event, act or deadline referred to herein falls on a date which is not a business day, then the date called for herein with respect to said particular event, act or deadline shall be extended until the next occurring business day;

(E) The validity, meaning and effect of this Lease shall be determined in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions;

(F) In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to receive from the losing party an amount equal to the prevailing party's costs incurred in such litigation, including, without limitation, the prevailing party's reasonable attorneys' fees not to exceed the sum of \$2,500.00, costs and disbursements. The provisions of this Section 11 shall survive the termination of this Lease;

(G) No waiver by either party of any failure or refusal to comply with any obligations under this Lease shall be effective unless in writing and no waiver shall be deemed a waiver of any other or subsequent failure of refusal to so comply.

In Witness Whereof, the parties have executed this Lease effective as of the date first above written.

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

HARRIS, N.A. F/K/A
Lessor:
Harris Trust and Savings Bank, an Illinois Banking Corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated September 29, 1998 and known as Trust Number L-718

Address of Notices:
C/O George A. Amend, Inc.
1800 Johns Drive
Glenview, IL 60025
Fax 847-729-8642

By: *[Signature]*
An Authorized Signatory **C. Hinkens**
Land Trust Officer

Attest: *[Signature]*
Mary M. Bray, Trust Officer

With a copy to:
Cernek Legal Services,
Attn: Jeffrey T. Cernek
1701 E. Lake Ave., Suite 460
Glenview, IL 60025
Fax 847-998-8690

Date Signed: September 19, 2005

George A. Amend, Inc., as sole owner of the beneficial interest with full power of direction

By: *[Signature]*
George A. Amend, President

Date Signed: 9/20/05, 2005

Lessee:
Efflandt Well Drilling, Inc.
An Illinois Corporation

Address of Notices
William Efflandt
1373 West Dundee Road
Palatine, IL 60074
Fax:

By: *[Signature]*
An Authorized Signatory

With a copy to:
Springer, Casey & Dienstag, P.C.
Attn: Edward M. Springer
100 W. Monore, Ste. 1300
Chicago, IL 60603
Fax 312-372-0842

Date Signed: 9/20, 2005

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HARRIS TRUST L-718/EFFLANDT

LEASE EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

M.L. 959

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND 24 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, BEING A SUBDIVISION IN WEST ½ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED JULY 23, 1936 AS DOCUMENT NO. 9349772, IN COOK COUNTY, ILLINOIS.

PINS

- 02-09-105-001
- 02-09-105-002
- 02-09-105-003
- 02-09-105-004
- 02-09-105-008
- 02-09-105-020
- 02-09-105-021

Property of Cook County Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by Harris, N.A., as Trustee under the provisions of a Trust Agreement dated September 29, 1998 and known as Trust No.L-718 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris, N.A, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Harris, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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HARRIS, N.A. F/K/A

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made effective the 20th day of September, 2005 by and between Harris Trust and Savings Bank, an Illinois Banking Corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated September 29, 1998 and known as Trust No. L-718, and George A. Amend, Inc. as the sole owner of 100% of the beneficial interest and holder of the full power of direction in said Trust, hereinafter collectively referred to as the "Lessor" and Efflandt Well Drilling, Inc. an Illinois corporation hereinafter referred to as the "Lessee".

RECITALS

WHEREAS, Lessor and Lessee desire to amend the Lease as hereinafter provided.

NOW THEREFORE in consideration of the promises of the parties made each to the other and other good and valuable considerations, the Lessor and Lessee hereby amend the Lease to provide as follows:

1. Notwithstanding any provisions to the contrary in this Lease the following shall be applicable:

During the Term of this Lease the Lessor shall have the right to erect and maintain the following:

- A. A for sale sign (in accordance with Village of Palatine applicable rules) west of the large elm tree on the Dundee Avenue frontage at or near the northwest corner of Lot 9 and the northeast corner of Lot 10;
- B. A trailer to be used for marketing purposes which trailer shall be located on the north ½ of Lot 10 in such a manner so that it will not be on or interfere with the graveled parking area and/or driveway; and
- C. Construction fencing on the perimeter of the Premises; provided, that such fencing shall not in any way interfere with ingress and egress to and from the Premises and with the conduct of the lessee's business thereon.

2. The parties hereto hereby confirm the terms and provisions of the Lease as amended by this First Amendment thereto.

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SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease effective as of the day and year first above written.

Lessor:
Harris, N.A. F/K/A,
Harris Trust and Savings Bank, an Illinois
Banking Corporation, not personally but
solely as Trustee under the provisions of a
Trust Agreement dated September 29, 1998
and known as Trust Number L-718

Address of Notices:
C/O George A. Amend, Inc.
1800 Johns Drive
Glenview, IL 60025
Fax: 847-729-8642

By: *Cheryl C. Hinkens*
An Authorized Signatory
Cheryl C. Hinkens
Land Trust Officer

With a copy to:
Cernek Legal Services
Attn: Jeffrey T. Cernek
1701 E. Lake Ave., Suite 460
Glenview, IL 60025
Fax: 847-998-8690

Attest: *Mary M. Bray*
Mary M. Bray, Trust Officer
Date Signed: September 20, 2005

George A. Amend, Inc., as sole owner of the
beneficial interest with full power of direction

By: *George A. Amend*
George A. Amend, President

Date Signed: 9/20/05, 2005

Lessee:
Efflandt Well Drilling, Inc.
An Illinois Corporation

Address of Notices
William Efflandt
1375 West Dundee Road
Palatine, IL 60074
Fax: 847-255-5847

By: *William Efflandt*
An Authorized Signatory

Date Signed: 9/20, 2005

With a copy to:
Springer, Casey & Dienst, P.C.
100 W. Monroe, Suite 1300
Chicago, IL 60603
Fax: 312-372-0842

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease effective as of the day and year first above written.

Lessor:
Harris, N.A. F/K/A,
Harris Trust and Savings Bank, an Illinois
Banking Corporation, not personally but
solely as Trustee under the provisions of a
Trust Agreement dated September 29, 1998
and known as Trust Number L-718


Address of Notices:
C/O George A. Amend, Inc.
1800 Johns Drive
Glenview, IL 60025
Fax: 847-729-8642

By: _____
An Authorized Signatory

Date Signed: _____, 2005

With a copy to:
Cernek Legal Services
Attn: Jeffrey T. Cernek
1701 E. Lake Ave., Suite 460
Glenview, IL 60025
Fax: 847-998-8690

George A. Amend, Inc., as sole owner of the
beneficial interest with full power of direction

By: 
George A. Amend, President

Date Signed: 9/20/05, 2005

Lessee:
Efflandt Well Drilling, Inc.
An Illinois Corporation

Address of Notices
William Efflandt
1373 West Dundee Road
Palatine, IL 60074
Fax: 847-358-5847

By: 
An Authorized Signatory

Date Signed: 9/20, 2005

With a copy to:
Springer, Casey & Dienstag, P.C.
100 W. Monroe, Suite 1300
Chicago, IL 60603
Fax: 312-372-0842