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Doc#: 0832533181 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 11/20/2008 01:07 PM Pg: 1 of 10

PREPARED BY AND WHEN RECORDED RETURN TO:

Louis S. Quinn, Jr., Esq. Jones Walker 8555 United Plaza Blvd., 5th Floor Baton Rouge, Louisiana 70809

LEASE MEMORANDUM

THIS LEASE MEMORANDUM, dated as of the 12 day of 1006, is executed and delivered by CAPITAL FITNESS-LOGAN, LLC, an Illinois Corporation, having its principal place of business at 47W210 Route 30, Big Rock, Illinois 60511 (herein referred to as "Tenant"), as tenant under a lease agreement with ELSTON LOGAN HOLDINGS, LLC, an Illinois limited liability company, having an address of 2700 North Smith Street, Suite 300, Palatine, IL 60067("Landlord"), as landlord. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease.

WITNESSETH:

- 1. <u>Demised Premises</u>. Landlord and Tenant have entered into a Lease Agreement dated May 12, 2006, as amended (the "Lease"), pursuant to which Tenant has leased from Landlord certain premises ("Premises") consisting of approximately 43,000 square feet, located in the building ("Building"), having a municipal address of 2700 North Elston Avenue and 2300 West Logan Blvd. Chicago, Illinois, now or hereafter located on the real property more fully described on <u>Exhibit A</u> attached hereto and made a part hereof, together with all other easements and appurtenances thereto, in the City of Chicago, County of Cook and State of Illinois. The Premises constitutes the space cross-hatched on <u>Exhibit B</u> attached hereto and made a part hereof, and the land upon which the Premises is located is described on the attached <u>Exhibit A</u>.
- 2. <u>Term Options</u>. The term of the Lease begins on the Commencement Date (as defined in the Lease), and shall expire 10 years thereafter. Tenant has four (4) successive options to extend the term of the Lease for an additional period of five (5) years for each option, under the terms and conditions set forth in the Lease.

Box 400-CTCC

(B0387586.1)

A True Copy

Mrluh, Much

Notary Public

"OFFICIAL SEAL"
KARLA M. NASH
NOTARY PUBLIC, STATE OF ILLMON
My Commission Expires 2/20/11

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3. Purpose. The sole purpose of this instrument is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This instrument shall in no way amend or be used to interpret the Lease, and in the event of any conflict of inconsistency between any of the terms and conditions of this Memorandum and any terms and/or condition of the Lease, the term and/or condition of the Lease shall govern and control. All covenants and agreements of this Memorandum and the Lease shall run with the land until such time as the Lease is terminated. A full and complete copy of the Lease is on file at the offices of Landford and Tenant.

IN WITHFS: WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

Witnesses as to Landlord:

LANDLORD:

ELSTON LOGAN HOLDINGS LLC, an

Illinois limited liability company

BY: JEA Hargaret LLC, Manager

Its:

Prosident Mary

Witnesses as to Tenant:

TENANT:

CAPITAL FITNESS-LIGAN, LLC

By: Capital Fitness, Inc. its sole

member

By:

Its: Not Individually but as Vice

President

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES

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STATE OF ILLINOIS COUNTY OF KANE

I, _______, a Notary Public in and for Kane County, Illinois, do hereby certify that Evan M. Rayman, not individually but as Vice President of Capital Fitness, Inc., as the sole member of Capital Fitness-Logan, LLC, who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, who appeared before me on this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Giver under my hand and notarial seal, this 12th day of _______, 2006.

Notary Public

(Seal)

"OFFICIAL SEAL"
KARLA M. NASH
N JTA XY PUBLIC, STATE OF ILLINOIS
My Coi imission Expires 2/06/07

My Commission Expires:

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES

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EXHIBIT A

Legal Description of Real Estate

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14-30-304-015; 14-30-304-018; 14-30-304-004; 14-30-304-012; 14-30-304-016 and 14-30-304-014

ADDTLISS: 2700 North Elston Avenue and 2300 West Logan Boulevard, Chicago, Illinois

PARCEL 10: LOTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16 FEET OF SAID LOT 21) AND THE 16 FEET VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID 1 OTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16 FEET OF SAID LOT 21) AND LOTS 26, 27 AND 28 ALL IN BLOCK 1 IN JONESSUBDIVISION OF LOT 6 II (SNOW ESTATES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, II LINOIS;

PARCEL 11: LOTS 1 TO 5 IN COLBI RT=S SUBDIVISION OF LOTS 29 TO 33 BOTH INCLUSIVE AND LOTS 38 TO 42 BC (H NCLUSIVE IN BLOCK 1 IN JONES=SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 1: THE NORTHEASTERLY 1/2 OF VACALE) HOLLY AVENUE LYING SOUTHWESTERLY OF AND ADJOINING LOT 26, 27, AMJ 28 IN BLOCK 1 IN IONES=SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 DAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 5 IN COLBERT=S SUBDIVISION OF LOTS 29 TO 33, BOTH INCLUSIVE, AND LOTS 38 TO 42 BOTH INCLUSIVE, IN BLOCK 1 OF JONES=SUBDIVISION AFORESAID.

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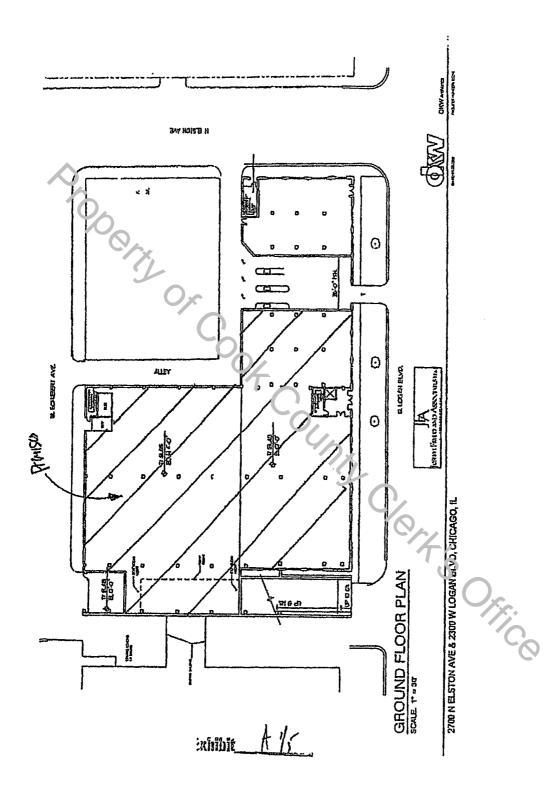
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Exhibit "B"

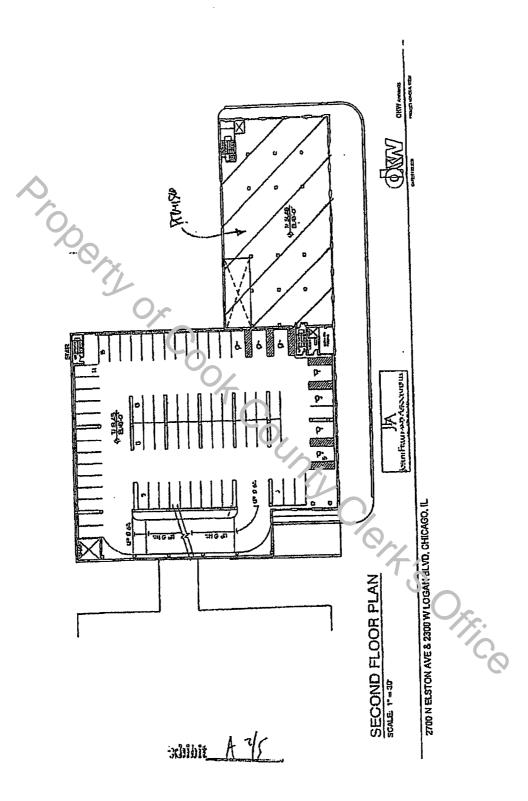
Description of Premises



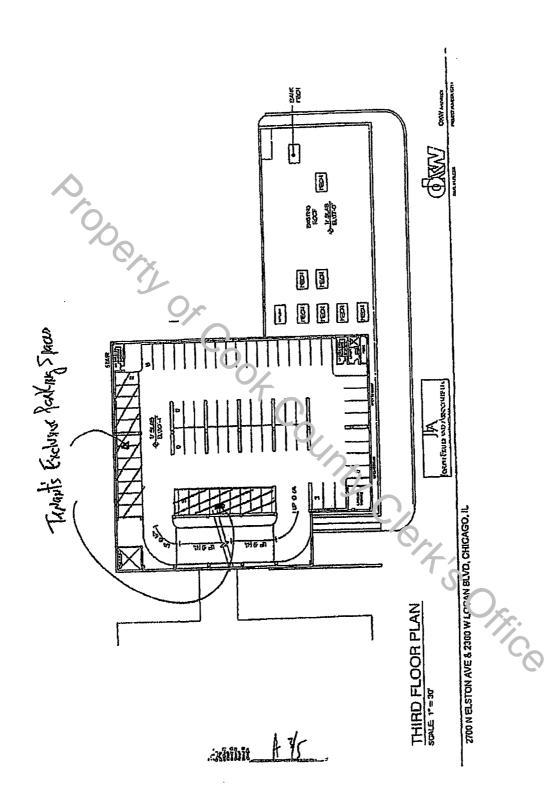
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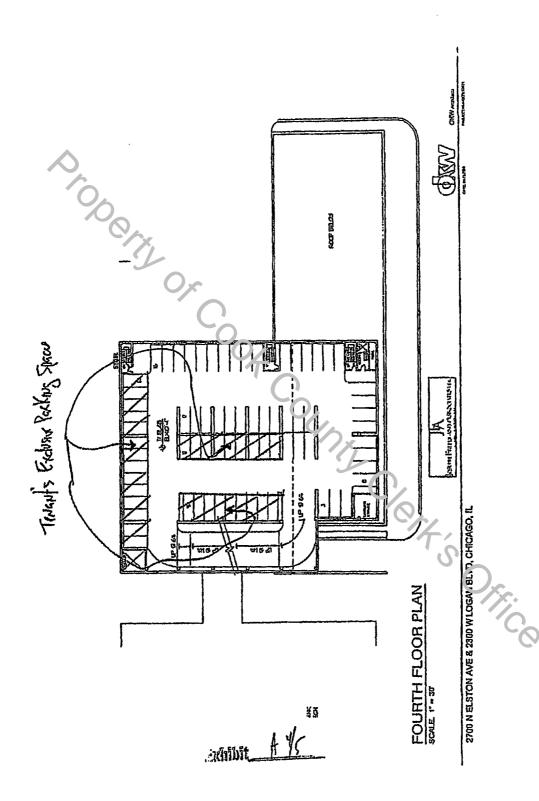


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