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Cook County Recorder of Deeds
Date: 12/16/2008 03:33 PM Pg: 1 of 8

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FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

by and between

W2001 VIE REALTY, L.L.C.

and

UG PRAIRIE STONE, LP

DATED AS OF September 12, 2008

**(POPLAR CREEK CROSSING SUBDIVISION
and
PRAIRIE STONE CROSSING)**

Prepared by and, after recording, return to:

Matthew E. Norton, Esq.
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
(312) 263-3600

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**FIFTH AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT
(POPLAR CREEK CROSSING SUBDIVISION
and
PRAIRIE STONE CROSSING)**

THIS FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (“**Amendment**”) is made and entered into as of the 12th day of September 2008 (the “**Execution Date**,”), and is by and between **W2001 VHE REALTY, L.L.C.**, a Delaware limited liability company (“**VHE**”) and **UG PRAIRIE STONE, LP**, an Illinois limited partnership (“**United**”).

SECTION 1. RECITALS.

A. VHE and United entered into a Reciprocal Easement Agreement dated as of August 14, 2007 and recorded in the Cook County Recorder's Office on October 23, 2007 (“**Agreement Execution Date**”) as Document Number 0730215123 and that certain First Amendment to Reciprocal Easement Agreement dated as of February 13, 2008 and recorded in the Cook County Recorder's Office on March 19, 2008 as Document Number 0807918066 and that certain Second Amendment to Reciprocal Easement Agreement dated April 11, 2008 and recorded in the Cook County Recorder's Office on May 21, 2008 as Document Number 0814210160, and that certain Third Amendment to Reciprocal Easement Agreement dated June 12, 2008 and recorded in the Cook County Recorder's Office on August 8, 2008 as Document Number **0822103054**, and that certain Fourth Amendment to Reciprocal Easement Agreement dated July 11, 2008 and recorded in the Cook County Recorder's Office on August 8, 2008 as Document Number 0822103055, (collectively the “**Agreement**”).

B. VHE and United have a mutual desire to amend the Agreement as set forth herein.

C. All capitalized terms used and not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement.

SECTION 2. AMENDMENT.

The last sentence of Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

“If the Easement Conditions are not satisfied on or before the date that is fifteen months after the Effective Date, then this Agreement shall be null and void and of no further force or effect.”

Except as modified by this Amendment, all the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Agreement remain in full force and effect.

(The remainder of this page intentionally left blank. Signature pages to follow.)

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41 IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be
42 executed as of the Execution Date.

W2001 VHE REALTY, L.L.C., a
Delaware limited liability company

ATTEST:

By: *John Waisley*
Name: JOHN WAISLEY
Title: VP

Michelle Newquist
Michelle Newquist

UG Prairie Stone, LP, an Illinois limited
partnership

ATTEST:

Emily Neely
Emily Neely

By: *John Waisley*
Name: John Waisley
Title: managing member of general partner, UG Properties, LLC

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Acknowledgment

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STATE OF Texas

COUNTY OF Dallas) SS.

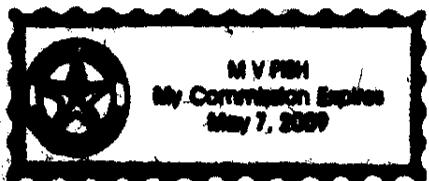
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This instrument was acknowledged before me on November 10, 2008, by

John N. Maggiora, the Vice President of W2001 VHE REALTY, L.L.C., a Delaware

53 limited liability company.

54 MV Fish
55 Notary Public



56 My Commission expires: May 07, 2009.

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Acknowledgment

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State of California

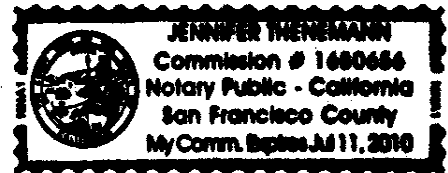
County of San Francisco

On November 4, 2008, before me, Jennifer Theneemann, Notary Public, personally appeared John Waisey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Theneemann (Seal)



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LIST OF EXHIBITS

Exhibit A
Exhibit B

Legal Description of Lot 2
Legal Description of Lot 6A

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EXHIBIT A

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LEGAL DESCRIPTION OF LOT 2

102 Lot 2 in Poplar Creek Crossing Subdivision, being a subdivision of part of the southeast
103 quarter of the northwest quarter and part of the northeast quarter of the southwest quarter,
104 all in Section 33, Township 42 North, Range 9, East of the Third Principal Meridian, in
105 Cook County, Illinois, according to the plat thereof recorded as Document Number
106 0717922001, with the Cook County Recorder of Deeds.

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01-33-301-001-0000

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EXHIBIT B

LEGAL DESCRIPTION OF LOT 6A

LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 2001 AS DOCUMENT NUMBER 0010323867, IN COOK COUNTY, ILLINOIS.

01-33-301-008-0000

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