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Cook County Recorder of Deeds
Date: 12/16/2008 03:34 PM Pg: 1 of 8

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ACKNOWLEDGMENT REGARDING RECIPROCAL EASEMENT AGREEMENT

by and between

W2001 VHE REALTY, L.L.C.

and

UG PRAIRIE STONE, LP

DATED AS OF NOVEMBER 14, 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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**ACKNOWLEDGMENT
REGARDING RECIPROCAL EASEMENT AGREEMENT
(POPLAR CREEK CROSSING SUBDIVISION
and
PRAIRIE STONE CROSSING)**

THIS ACKNOWLEDGMENT REGARDING RECIPROCAL EASEMENT AGREEMENT ("*Acknowledgment*") is made and entered into as of the 14th day of November, 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*").

VHE and United acknowledge and agree that:

1. VHE and United have executed:

- (a) that certain Reciprocal Easement Agreement dated as of August 14, 2007 and recorded in the Office of the Cook County Recorder of Deeds on October 23, 2007 as Doc. No. 0729615115 and re-recorded on October 29, 2007 as Doc. No. 073215123 (the "*Original REA*"),
- (b) that certain First Amendment to Reciprocal Easement Agreement dated as of February 13, 2008 and recorded on March 19, 2008 as Doc. No. 0807918008 (the "*First Amendment*"),
- (c) that certain Second Amendment to Reciprocal Easement Agreement dated as of April 11, 2008 and recorded on May 21, 2008 as Doc. No. 0814210160 (the "*Second Amendment*"),
- (d) that certain Third Amendment to Reciprocal Easement Agreement dated as of June 12, 2008 and recorded on August 8, 2008 as Doc. No. 0822103054 (the "*Third Amendment*"),
- (e) that certain Fourth Amendment to Reciprocal Easement Agreement dated as of July 11, 2008 and recorded on August 8, 2008 as Doc. No. 0822103055 (the "*Fourth Amendment*"), and
- (f) that certain Fifth Amendment to Reciprocal Easement Agreement dated as of September 12, 2008 and recorded on the same date upon which this Acknowledgement has been recorded (the "*Fifth Amendment*," which, collectively with the Original REA, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment will be referred to herein as the "*REA*").

2. Capitalized terms used but not defined in this Memorandum shall have the meaning given to such terms in the REA.

3. The following Easement Conditions have been satisfied:

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- 38 (a) United has paid to VHE the first Annual Payment of Forty-Five Thousand and
39 No/100 Dollars (\$45,000.00);
- 40 (b) the Village's approval of the Access Points has become effective;
- 41 (c) VHE and United have obtained the Lessee Consent; and
- 42 (d) United has paid to VHE the Costs of Consent, totaling Four Thousand and No/100
43 Dollars (\$4,000.00).

44 4. Despite the provisions of Section 2 of the Original REA, the REA, First
45 Amendment, Second Amendment, Third Amendment, and Fourth Amendment have already
46 been recorded by VHE at VHE's cost. United has paid to VHE the cost of recording the REA
47 and such Amendments, totaling Three Hundred Seventy-Eight and No/100 Dollars (\$378.00).
48 United will pay VHE the costs of recording this Acknowledgment and any Lessee Consents.

49 5. As of November 14, 2008 (a) the parties' obligations pursuant to Section 3 of the
50 Original REA are in full effect and (b) the easements provided for in Section 3 of the Original
51 REA shall be deemed to be granted.

52 6. Despite the provisions of Section 4 of the original REA, November 14, 2008 will
53 be the date upon which the first of the forty five (45) Annual Payments will be made and the date
54 upon which the term of the United Temporary Easement shall commence. Thereafter,
55 throughout the term of the REA, each of the subsequent Annual Payments shall be due on
56 November 14. In addition, the initial Payment Adjustment Date shall occur on November 14,
57 2013 and every fifth anniversary thereafter. The Annual Payments are being paid in advance,
58 not in arrears.

59 7. Except as specifically modified or amended herein, all other terms and conditions
60 of the REA shall continue in full force and effect. In the event of any conflict between the terms
61 and provisions of this Acknowledgment and any terms and provisions of the REA, the terms and
62 provisions of this Acknowledgment shall control.
63

64 THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
65 THE SIGNATURE PAGE APPEARS ON THE FOLLOWING PAGE

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66 IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment to be
67 executed as of the Execution Date.

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

ATTEST:

Shirley

By: John N. Maggiorie
Name: JOHN N. MAGGIORE
Title: V.P.

UG PRAIRIE STONE, LP, an Illinois limited
partnership

ATTEST:

[Signature]

By: [Signature]
Name: John Wasey
Title: managing member of
UG Properties, LLC

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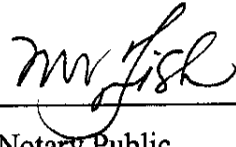
ACKNOWLEDGMENT

STATE OF Texas)

) SS.

COUNTY OF Dallas)This instrument was acknowledged before me on April 21, 2008, by

John N. Maggiore the Vice President of W2001 VHE REALTY, L.L.C., a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed that same in his/her authorized capacity on behalf of the limited liability company.



Notary Public

My Commission expires: May 7, 2009

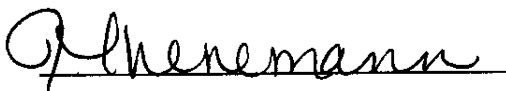
ACKNOWLEDGMENT

STATE OF California)

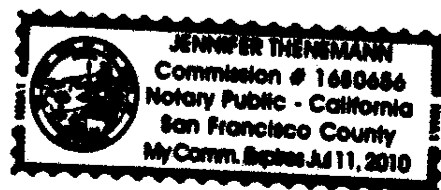
) SS.

COUNTY OF San Francisco)This instrument was acknowledged before me on November 12, 2008, by

John Walsey the managing member of UG Properties, LLC, the general partner of UG PRAIRIE STONE, LP, an Illinois limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed that same in his/her authorized capacity on behalf of the limited partnership.



Notary Public

My Commission expires: July 11, 2010

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LIST OF EXHIBITS

Exhibit A	Legal Description of Lot 2
Exhibit B	Legal Description of Lot 6A

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EXHIBIT A

101

LEGAL DESCRIPTION OF LOT 2

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

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01-33-301-006-0000

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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