

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on January 23, 2017, by and between Comcast of Illinois/Indiana/Ohio, LLC (the "Company") and HI Jill's House, LLC

(the "Owner") who owns or has control over certain real estate and improvements thereon located at 751 E. Tamarack Trail Bloomington, IN 47408 (the "Premises"), commonly known as "Jills House," consisting of 34 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Bloomington, Indiana (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company, at the Company's expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises and to interconnect with and use the cable home wiring. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Owner shall, at Owner's expense, maintain the cable home wiring. If the Owner fails to maintain the cable home wiring in accordance with the Company's technical specifications, the Company may, at its option (i) suspend delivery of the Services to the Premises until the required repairs are made or (ii) if

repairs are not made within 5 days after notice is provided by the Company, repair the cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. In the event of any damage to the Premises by the Company in the performance of work under this Agreement, the Company will use reasonable efforts to restore the Premises within 60 days of written notice from the Owner. If the Company fails to do so, the Owner may undertake the repairs and bill the Company for the reasonable cost of such repairs. The Company will reimburse the Owner within 60 days of a presentment of an invoice itemizing the work performed.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement"). The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises during reasonable hours for the purposes of auditing, , selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. For purposes of this paragraph, "during reasonable hours" means Monday through Sunday, 7:00 a.m. to 7:00 p.m., unless (a) one of the Owner's staff members at the Premises gives verbal consent to the Company for access during a different time; (b) in case of a maintenance or repair emergency of the wiring which the Company shall maintain pursuant to Section 1; or (c) when access is provided to the Company at the specific request of a resident of the Premises. The Owner shall supply the names and unit numbers of residents at reasonable intervals. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.

5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.
7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 60 days unless either party shall provide the other with a minimum 30 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring. Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 90 days in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

16. Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Owner's presentation of the Company's marketing materials for the Company's services, as set

forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, , door hangers,, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Exclusive

17. Website Link The Company shall have the right in its sole discretion to approve any trademark/logo of the Company used by the Owner on the Owner 's website ("Website"), its placement within the Website, and the use of any statements or claims in connection with such trademark/logo or the Company's products and services on the Website. All uses of the Company's trademark/logo made by the Owner shall inure to the benefit of the Company. The Owner shall not copy or capture any portion of the Company's website or any of its content within frames on the Website, or otherwise present or display the Company's website content or represent the Company's website as the Owner's in any manner. The Owner shall ensure that the link from the Website to the Company's website connects the visitor to the Company's website unencumbered in any manner.

18. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

HI Jill's House, LLC

751 E. Tamarack Trail
Bloomington, Indiana 47408
Attn.: Member

If to the Company:

Comcast of Illinois/Indiana/Ohio, LLC
41112 Concept Drive
Plymouth, MI 48170
Attn.: Heartland Regional Senior Vice President

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Subject to the recording of this Agreement (or a memorandum summarizing the material terms) as set forth above and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

19. Representation and Warranty. The Owner represents and warrants, with full knowledge that the Company is acting in reliance upon same in executing this Agreement and in performing its obligations hereunder, that it has the right to enter into this Agreement, to grant the rights granted hereunder and that its entry into this Agreement does not and will not violate its obligations to any third party. In the event of a breach of this representation and warranty, the Company shall have the right, in its sole discretion, to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to the Company. In the event this Agreement is so terminated, in addition to any remedies which the Company may have for the Owner's breach of this Agreement, the Owner shall reimburse the Company for the time and materials of all work performed at the Premises, up to the termination date, within 30 days of receipt of an invoice from the Company..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

HI Jill's House, LLC

By: HI Bloomington Memory Care, LLC
It's Manager


Name: Roy MARSCHKE

By: 
Name: Michael D. Emkes
Title: Assistant Manager

COMPANY

ATTEST:

Comcast of Illinois/Indiana/Ohio, LLC

Name: _____

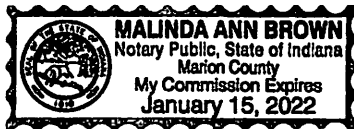
By: _____
Name: Timothy P. Collins
Title: Heartland Regional Senior Vice
President

STATE OF Indiana)

) ss.
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 16th day of January, 2017
by Michael D. Emkes, the Assistant Manager of HI Jill's House, LLC, on behalf of said entity.
He is personally known to me and did not take an oath.

Witness my hand and official seal.



Malinda A Brown
Malinda A Brown Notary Public
(Print Name)

My commission expires: January 15, 2022

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____
by Timothy P. Collins, the Heartland Regional Senior Vice President of Comcast of
Illinois/Indiana/Ohio, LLC, on behalf of said entity. He is personally known to me and did not
take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

(see attached)

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(Do Not Type Above This Line - For Recording Purposes Only)

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated January 23, 2017, is made by HI Jill's House, LLC

, with an address of 751 E. Tamarack Trail, Bloomington, Indiana 47408 its successors and assigns, hereinafter referred to as "Grantor" in favor of Comcast of Illinois/Indiana/Ohio, LLC, with an address of 41112 Concept Drive Plymouth, MI 48170, its successors and assigns, hereinafter referred to as "Grantee."

The Grantor and the Grantee are parties to a(n) Services Agreement dated January 23, 2017, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and, including, but not limited to, above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") commonly known as Jills House, located at 751 E. Tamarack Trail, Bloomington, in Monroe County , State of Indiana described as follows:

LEGAL DESCRIPTION:
(See Attached)

The Grantor(s) agree(s) for itself and its successors and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the

surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises and for a period of 90 days thereafter.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed by its duly authorized representative as of the date first written above.

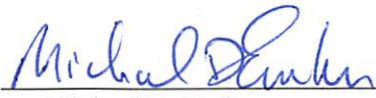
GRANTOR

WITNESS/ATTEST:

HI Jill's House, LLC

By: HI Bloomington Memory Care, LLC
It's Manager


Name: ROY MARSCHKE

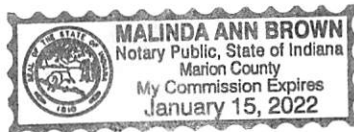
By: 
Name: Michael D. Emkes
Title: Assistant Manager

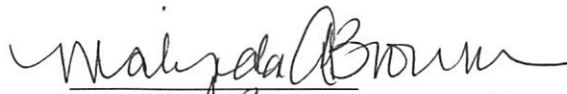
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Indiana)
COUNTY OF Hamilton) ss.

The foregoing instrument was acknowledged before me this 11th day of January, 2017
by Michael D. Emkes, the Assistant Manager of HI Jill's House, LLC, on behalf of said entity.
He is personally known to me and did not take an oath.

Witness my hand and official seal.




Malinda A Brown Notary Public
My commission expires: January 15, 2022
County of Residence: Marion

When Recorded, Return To:

Comcast of Illinois/Indiana/Ohio, LLC
Attention: Tonya York
335 E. 10th Street
Anderson, IN 46016

Parcel ID#: _____

Drafted By:

Michelle Mindrup
Comcast of Illinois/Indiana/Ohio, LLC
41112 Concept Drive
Plymouth, MI 48170

I affirm, under the penalties for perjury, that i
have taken reasonable care to redact each
Social Security number in this document,
unless required by law.

[Signature]

Print Name:

LEGAL DESCRIPTION

[see attached]

COMPENSATION AGREEMENT

20.

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on January 23, 2017, by and between Comcast of Illinois/Indiana/Ohio, LLC (the "Company"), and HI Jill's House, LLC

, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 751 E. Tamarack Trail Bloomington, IN 47408 (the "Premises") consisting of 34 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$50.00 (total \$1,700.00 (the "Per Unit Compensation")) payable within 90 days after the date on which the Services (as defined in the Agreement) are made available for activation by residents at the Premises. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.

2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.

3. The Owner represents, warrants and covenants to the Company that:

a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.

b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.

4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All disputes under this Compensation Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

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9. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

HI Jill's House, LLC

751 E. Tamarack Trail
Bloomington, Indiana 47408
Attn.: Member

If to the Company:

Comcast of Illinois/Indiana/Ohio, LLC
41112 Concept Drive
Plymouth, MI 48170
Attn.: Heartland Regional Senior Vice President

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

10. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business.

11. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

12. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

HI Jill's House, LLC

By: HI Bloomington Memory Care, LLC
It's Manager


Name: ROY MARSCHKE

By: 
Name: Michael D. Emkes
Title: Assistant Manager

COMPANY

ATTEST:

Comcast of Illinois/Indiana/Ohio, LLC

Name: _____

By: _____
Name: Timothy P. Collins
Title: Heartland Regional Senior Vice
President