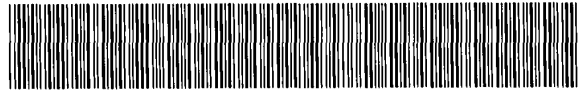



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 4/13/2012 11:01:06.38

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Space Above Line Reserved For Recorder's Use

1. Title of Document: AMENDMENT TO BULK TELECOMMUNICATIONS SERVICES AGREEMENT
2. Date of Document: APRIL 1, 2012
3. Grantor(s): SILVERCREST – ELK RIDGE ASSISTED LIVING, L.L.C.
4. Grantee(s): COX COMMUNICATIONS OMAHA, LLC
5. Statutory Mailing Addresses: Mailing Address of Grantor and Taxpayer (Owner):

Send tax bills to:
 Silvercrest – Elk Ridge Assisted Living, L.L.C.
 11506 Nicholas Street, Suite 100
 Omaha, NE 68154

Mailing Address of Grantee (Provider):
 Cox Communications Omaha, LLC
 Attn: Business Services
 11505 West Dodge Rd.
 Omaha, NE 68154

6. Legal Description: See Exhibit A of the document for legal description
7. Reference(s) to Book and Page(s): Instrument No. ~~200618493~~ 2006018493 (HR)

Note: The terms "grantor," "taxpayer" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

THIS INSTRUMENT PREPARED BY: Nelson H. Howe II, Lashly & Baer, P.C.
 714 Locust Street, St. Louis, MO 63101
 (314) 621-2939

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**AMENDMENT
TO
BULK TELECOMMUNICATIONS SERVICES AGREEMENT**

This Amendment made as of this 1st day of April, 2012 ("Amendment"), hereby amends that certain Bulk Telecommunications Services Agreement dated September 13, 2005, with an effective commencement date of October 1, 2005 (hereinafter referred to as "Services and Access Agreement"), by and between Silvercrest – Elk Ridge Assisted Living, L.L.C. ("Owner") and COXCOM, Inc. d/b/a Cox Communications Omaha, now known as Cox Communications Omaha, LLC ("Provider").

RECITALS

WHEREAS, either before or contemporaneously with the execution and recording of this Amendment, Owner executed a Deed of Trust (the "Mortgage") for the benefit of Gershman Investment Corp. Lender") to secure a loan (the "Mortgage Loan") in the amount of \$7,875,200.00, which Mortgage is recorded in Douglas County, Nebraska, on April 13, 2012 ("Mortgage") on a certain assisted living facility known as Elk Ridge Assisted Living, which is legally described in Exhibit A attached hereto;

WHEREAS, the Mortgage is insured by the Federal Housing Administration of the U.S. Department of Housing and Urban Development ("HUD"), and, either before or contemporaneously with the execution of this Amendment, Owner and HUD entered into a Regulatory Agreement recorded in Douglas County, Nebraska, on April 13, 2012 ("Regulatory Agreement");

WHEREAS, Owner and Provider entered into the Access Agreement to provide certain exclusive and non-exclusive services in exchange for certain payments or other value on September 13, 2005, with an effective commencement date of October 1, 2005;

WHEREAS, the Access Agreement is subject to the approval of HUD and Lender; and

WHEREAS, HUD and Lender have conditioned their approval on the revisions and clarifications to the Access Agreement as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the parties agree as follows:

1. Owner hereby confirms that before, or as of, the date of recordation of this Amendment, it is the owner of the property that is referenced in the Access Agreement ("Property"), which Property is identified in the legal description attached to this Amendment as **Exhibit A**.

2. The Access Agreement is hereby, and shall continue to be, subordinate to the Mortgage and the Regulatory Agreement and any conflict among them shall be controlled by the provisions of the Mortgage and the Regulatory Agreement for so long as the Mortgage and Regulatory Agreement remain in effect. Provider further agrees that the subordination of the Access Agreement shall extend to any new mortgage loan which is made for the purpose of refinancing all or any part of the Mortgage Loan, and that all of the terms and conditions of the Access Agreement shall inure to the benefit of any holder of any such refinanced

debt. Notwithstanding the foregoing, HUD's release from indemnification or payment obligations set forth in section 10 below are for HUD's sole benefit and do not inure to any other possible successor to Owner.

3. Any payments to be paid by Provider to Owner under the Access Agreement shall be Property income, except to the extent that the payments are used to pay or reimburse Owner for any capital improvements made by Owner and with funds not attributable to the Property. In the event of a forfeiture, foreclosure or deed in lieu thereof, under the Deed of Trust ("Foreclosure"), or if a default is declared by Lender, and Lender provides notice to Provider in accordance with this Amendment, then Provider will make any remaining payments that are required to be paid under the Access Agreement to Lender or as otherwise directed by Lender.

4. In the event of a Foreclosure, so long as Provider is not in default under the Access Agreement beyond any applicable cure period, the Access Agreement shall remain in full force and effect, subject to the Provider performing under the Access Agreement.

5. So long as HUD shall be (i) the Lender, holder, coinsurer, or reinsurer of the Mortgage, (ii) obligated to reinsure the Mortgage, or (iii) the owner of the Property (collectively, the "Amendment Term"), Provider shall receive the consent of the Owner prior to installing any equipment on the Property that materially changes any common or structural element (such as re-wiring) of the Property.

6. Provider represents and warrants to Owner and HUD that any equipment it installs will not endanger tenants or cause frequency interference with normal, non-cable television. However, Provider is not giving any representations or warranties that normal, non-cable television is of any particular quality or is even normally viewable.

7. The tenants on the Property will have an option to refuse Provider's services. Any provision that limits the installation of other systems on the Property shall not apply to or interfere with the rights of the tenants as viewers to install other systems. Neither Owner nor Provider may interfere with any tenant using portable antennas (rabbit ears) on a television set, an antenna on a stereo system, or any other telecommunication service such as Web T.V.

8. During the Amendment Term, the Access Agreement and this Amendment shall not be modified, amended, supplemented or revised, except by written approval by Owner, Provider and HUD. However, notwithstanding the foregoing sentence, Owner reserves Owner's right to terminate the Services and Access Agreement in accordance with its terms.

9. In the event HUD has succeeded to interest of Owner under the Services and Access Agreement by foreclosure or otherwise, during the Amendment Term, Provider will give HUD at least sixty (60) days notice before the expiration of the original term of the Access Agreement, and any approved renewal terms, so that HUD may, within a reasonable period thereafter, review and either approve or reject, in its sole and absolute discretion, any such renewal term. Any renewal of the term of the Access Agreement, whether automatic or otherwise, that is made without the approval of HUD shall, at the election of HUD at any time, be void.

10. To the extent that the Access Agreement or this Amendment may be interpreted to include an indemnification (i) from HUD to Provider; or (ii) from Provider or its successors or assigns to HUD, such term(s) is/are hereby deleted.

11. For purposes of this Amendment, notices between Owner, Provider and HUD shall be deemed given when (i) personally delivered, or (ii) transmitted by facsimile to the facsimile number set forth in this Amendment with a copy mailed on the same day by regular first class mail, postage prepaid, or (iii) two days after mailing by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

For Owner:	Silvercrest – Elk Ridge Assisted Living, L.L.C. 11506 Nicholas Street, Suite #100 Omaha, NE 68154 Attn: Krista Vanderpool Facsimile Number: (402) 496-2120
With a copy to:	Law Office of Michael C. Carter 11506 Nicholas Street, Suite 103 Omaha, NE 68154 Attn: Michael C. Carter Facsimile Number: (402) 493-8069
For Provider:	Cox Communications Omaha, LLC 11505 West Dodge Rd. Omaha, NE 68154 Attn: Business Services Facsimile Number: (402) 934-0015
For HUD:	U.S. Department of Housing & Urban Development c/o Federal Practice Group 1432 K Street, NW, Suite 600 Washington, DC 20005 Attn: Liane Sallada HUD/OHP Contract Closing Coordinator Facsimile Number: (202) 789-5901
With a copy to:	U.S. Department of Housing & Urban Development Omaha Field Office Edward Zorinsky Federal Building 1616 Capitol Ave., Suite 329 Omaha, NE 68102-4908 Nebraska Field Office Attn: Deborah J. McKeone Facsimile Number: (402) 492-3124
For Lender:	Gershman Investment Corp. 7 North Bemiston Ave. Clayton, MO 63105 Attn: Amy Michel, Vice President Facsimile Number: (314) 854-9530

Unless otherwise provided in this Amendment, all time periods shall be in calendar days, but in all instances the first day a notice or communication shall be deemed given and the last day for compliance shall be the next business day if a calendar day is not a business day.

12. This Amendment shall automatically terminate following the expiration of the Amendment Term and HUD shall thereafter promptly provide written notice to Provider of such termination.

13. This Amendment represents the entire agreement between HUD and the other parties to this Amendment with respect to the Access Agreement, and this Amendment shall control over the Access Agreement and any other written or oral understanding or agreement between the other parties that relate to the subject matter of this Amendment.

14. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

15. To the extent that the Access Agreement or this Amendment may be interpreted to allow Provider with exclusive access to the Property for the provision of telecommunication or other services pursuant to the Access Agreement, such term(s) is/are hereby deleted. Nothing in this Paragraph 15 will entitle any competitor to use any of the Provider's equipment. The terms of this Paragraph 15 shall survive the termination or expiration of the Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SEE ATTACHED SIGNATURE PAGES]

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

PROVIDER:

COX COMMUNICATIONS OMAHA, LLC,
A Delaware limited liability company

By: [Signature]
Name: Lynne Sangimino
Its: VP Sales Central Region

[PROVIDER ACKNOWLEDGMENT]

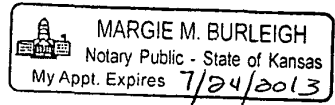
KANSAS
STATE OF NEBRASKA)
SET(Gowick) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on April 11, 2012, by Lynne Sangimino, as the VP of Sales & District of Cox Communications Omaha, LLC, a Delaware limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal on April 11, 2012.

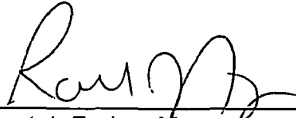
[Signature]
Notary Public

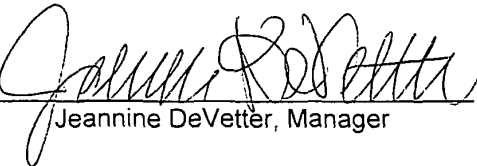
My commission expires: 7/24/13



OWNER:

**SILVERCREST – ELK RIDGE
ASSISTED LIVING, L.L.C.,
A Nebraska limited liability company**

By: 
Robert J. Furley, Manager

By: 
Jeannine DeVetter, Manager

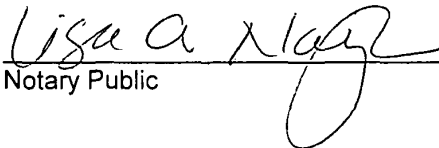
[OWNER ACKNOWLEDGMENT]

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 9 day of April, 2012, before me, the undersigned, a Notary Public in and for said state, appeared Robert J. Furley and Jeannine DeVetter, to me personally known, who, being by me duly sworn, did say that they are the Managers of SILVERCREST – ELK RIDGE ASSISTED LIVING, L.L.C., a Nebraska limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its Members, and said Managers, Robert J. Furley and Jeannine DeVetter, acknowledged said instrument to be the free act and deed of said limited liability company.

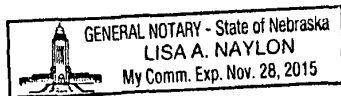
In Testimony Whereof, I have set my hand and affixed my official seal at my office in the County and State aforesaid, the day and year first above written.

My commission expires: 11-28-15


Notary Public

[SEAL]

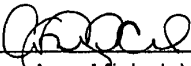
My commission expires:



READ AND APPROVED:

LENDER:

GERSHMAN INVESTMENT CORP.,
an Arkansas corporation

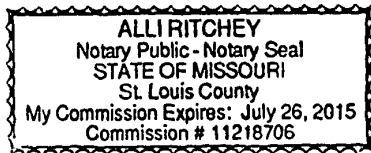
By: 
Amy Michel, Vice President


[LENDER ACKNOWLEDGMENT]

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 11th day of April, 2012, before me, a Notary Public in and for said State, personally appeared Amy Michel, to me personally known, who, being by me duly sworn, did say that she is a Vice President of Gershman Investment Corp., an Arkansas corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.




Notary Public

[SEAL]

My commission expires: 7/26/2015

READ AND APPROVED:

HUD:

Secretary of Housing and Urban Development, acting
by and through the Federal Housing Commissioner

By: 
Timothy P. Gruenes
Authorized Agent
Office of Residential Care Facilities

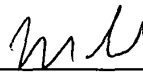
[HUD ACKNOWLEDGMENT]

CITY OF MINNEAPOLIS, MINNESOTA

On the 10th day of April, in the year 2012, before me, the undersigned, personally appeared Timothy P. Gruenes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Minneapolis, Minnesota.

Witness my hand and official seal.




Notary Public
Michael D. Luke
(print name)

My commission expires: 1/31/16

[SEAL]

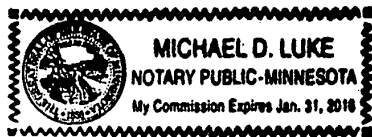


Exhibit A

(Legal Description of Property)

The land referred to herein is situated in the City of Omaha, County of Douglas, State of Nebraska, and described as follows:

Lot One Hundred and sixty-five (165), in ELK RIDGE SUBDIVISION, a Subdivision in Douglas County, Nebraska.