

**EXHIBIT B**

## MARKETING AND ACCOUNTING SERVICES AGREEMENT

This Marketing and Accounting Services Agreement (this “**Agreement**”) is entered effective as of December 19, 2014 (the “**Effective Date**”) by and between TLG Family Management, LLC, a Texas limited liability company d/b/a Constant Care Family Management (“**Agent**”), and Overland Park Memory Care, LLC, a Delaware limited liability company (“**Owner**”).

### RECITALS

**WHEREAS**, Owner plans to build, own and operate a licensed memory care facility located in Overland Park, Kansas and operated under the name “Autumn Leaves of Overland Park” (the “**Facility**”); and

**WHEREAS**, Agent has previously assisted Owner in developing financial projections for the Facility (the “**Predevelopment Services**”); and

**WHEREAS**, based on the Predevelopment Services and Agent’s demonstrated experience in providing marketing and accounting services with respect to other memory care facilities, Owner desires to engage Agent to provide marketing and accounting services with respect to the Facility and Agent desires to accept said engagement, all in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, Owner and Agent hereby agree as follows:

### ARTICLE I ENGAGEMENT OF AGENT

Owner hereby appoints Agent, and Agent hereby accepts such appointment, to provide marketing and accounting services with respect to the Facility as provided herein.

### ARTICLE II TERM

Agent’s appointment shall commence as of the Effective Date and shall continue until the fourth anniversary of the Effective Date (the “**Initial Term**”). Thereafter, the term of this Agreement shall continue for successive terms of one (1) year (each, a “**Renewal Term**”); *provided, however*, that at any time within the ninety (90) day period prior to the expiration of the Initial Term or any Renewal Term, either party hereto may notify the other that it desires to terminate the Agreement (a “**Termination Notice**”), whereupon this Agreement will be terminated at the conclusion of the Initial Term or then-current Renewal Term, as applicable.

**ARTICLE III**  
**AGENT'S MARKETING RESPONSIBILITIES**

3.1 **General.** Commencing with the Effective Date and continuing until the expiration or termination of the Agreement, Agent shall use its best efforts to market, pre-lease and lease the Facility to prospective residents and their families and maintain good relations with the community in which the Facility is located. The Facility shall be managed under the Management Agreement of even date herewith between TLG Family Management, LLC and Owner (the "**Management Agreement**"). The Management Agreement provides for, among other things, an operating budget (the "**Budget**") to be approved by Owner. All responsibilities and activities of the Agent under this Agreement shall be conducted in a manner that is consistent with the Budget. Subject to the Budget, Agent shall have full authority and responsibility to market the Facility on a day-to-day basis. The parties hereto agree that due to the close relationship between Owner and Agent, Owner's trust in Agent and reliance of Owner upon Agent to market the facility, that there exists a fiduciary relationship between Agent and Owner and that Agent is and shall market the Facility as a fiduciary.

3.2 **Special Activities During Construction Period.** Agent's marketing responsibilities will begin upon commencement of the construction of the Facility. During the construction period, Agent's marketing activities (which will be conducted in cooperation with Owner) will include, without limitation, the planning and organization of a "Groundbreaking Event" and other possible events (including, for example, a "Topping-Out" event when the Facility is under roof). Agent will also be responsible for planning and organizing a "Grand Opening Event" after the Facility has begun accepting patients.

3.3 **Marketing Plan.** Not less than ninety (90) days prior to the projected opening of the Facility, and not less than thirty (30) days prior to the beginning of each calendar year thereafter, Agent shall provide a detailed marketing plan for the Facility.

3.4. **Census Report/Information.** Beginning at such time as the Facility begins accepting residents, Agent shall provide Owner a weekly census report at 3 p.m. C.S.T. each Friday, that (a) lists residents as of the close of business the preceding day, (b) lists the number of tours conducted for the week ending as of the close of business the preceding day, and (c) lists leads for patients projected to move in (i) during the calendar month, (ii) during the next calendar month, and (iii) during the three (3) month period following the next calendar month. The report will also provide other detailed information regarding move-ins and move-outs of residents, including (A) names, (B) dates of move-in or move-out, (C) the locations from which/to which they have moved, and (D) rates paid.

3.5 **Marketing Employees.** Agent shall be responsible for the hiring, background screening, training, supervision, promotion and discharge of, and the provision of employee benefits for, all marketing employees of Agent and shall have the authority to negotiate, subject to the budget, salaries, wages and benefits for such employees as it sees fit. Owner shall have the right at all times to require Agent to reassign any such employee, such that he or she has no responsibilities with respect to the Facility.

3.6 **Facility Tours.** Agent's marketing responsibilities will include hosting, and training Facility staff to host, Facility tours on both an impromptu and a scheduled basis. Participants in Facility tours typically will include prospective patients and their families and potential referral sources. Participants may also include, from time to time, Owner's equity partners and prospective equity partners and lenders and prospective lenders, who are or may be providing funding for the Facility or other facilities and projects sponsored by Owner's affiliates. When possible, Owner will work with Agent to schedule tours so as to minimize disruptions to residents and staff and to reflect the operation and management of the Facility in the most positive light possible.

#### ARTICLE IV AGENT'S ACCOUNTING RESPONSIBILITIES

4.1 **Operating Budget.** Agent and the manager of the facility shall develop an annual budget for the Facility, which shall include estimated revenues, operating expenses, and capital expenditures, if any, for the ensuing year, and in determining necessary adjustments to the budget from time to time to reflect any significant unanticipated items of income or expense. Agent understands that a draft annual budget must be submitted for Owner's approval no later than October 1 of each year, commencing with the year before the Facility is opened. Each Approved Budget must be consistent with, and may not exceed in any respect, the Budget under the Management Agreement and the Annual Operating Budget as approved under the under the terms of Owner's limited liability company agreement, as amended from time to time (the "**LLC Agreement**"), unless any difference is pre-approved in writing by the Investor Member (as defined in the LLC Agreement).

4.2 **Accounting.** Agent shall keep, or cause to be kept, accurate books of account, personnel records, and other records relating to the normal operation of the Facility. Such accounting shall be done in accordance with standard accounting practices. Agent shall cause to be prepared and filed all necessary reports pertaining to labor employed on Owner's payroll in or about the Facility. Owner agrees to the use of a payroll preparation service for all payroll-related activities. Agent shall establish and supervise all bookkeeping, accounting and clerical services related to the efficient operation and maintenance of the Facility, including without limitation the processing of all accounts payable and accounts receivable. All personnel engaged in such bookkeeping, accounting and clerical services shall be Agent's employees or agents. Upon termination of this Agreement for any reason, all source documents, work papers, financial statements and other supporting documents relating to past periods shall be and remain the property of Owner. Owner may (at its cost) have the Facility accounting, bank and personnel records inspected, reviewed and/or audited by duly appointed representatives of the Owner once every fiscal quarter; *provided, however*, that the cost of such audit(s) shall be paid by Agent in the event that a discrepancy of over five percent (5%) is found when comparing such audit results with the applicable statement or report provided by Agent. Failure of Owner to conduct such inspections and audits shall not be a waiver of Owner's right to perform such inspections and audits in the future.

4.3 **Monthly Statements.** Not later than noon of the Tuesday before the third Thursday of each month, Agent shall provide to Owner detailed income statement and balance sheet information of the Facility showing previous month and year to date totals and budget comparison and such other reports, containing such other information and in such format, as Owner and Agent may mutually agree.

4.4 **Annual Statements/Tax Information.** On or before February 15 of each calendar year, Agent shall provide to Owner detailed income statement and balance sheet information of the Facility for the previous calendar year, along with such other information as may be required for the timely filing of all tax related reports and returns. Preparation and filing of said tax related reports and returns shall be the responsibility of Owner.

4.5 **Lender Reports.** It is understood that Owner shall be responsible for submitting to its lenders any financial reports they may require, but Agent shall provide such assistance in compiling data for such reports as Owner may reasonably request.

4.6 **Accounting Employees.** Agent shall be responsible for the hiring, background screening, training, supervision, promotion and discharge of, and the provision of employee benefits for, all accounting employees and shall have the authority to negotiate, subject to the budget, salaries, wages and benefits for such employees as it sees fit. Owner shall have the right at all times to require Agent to reassign any such employee such that he or she has no responsibilities with respect to the Facility.

## ARTICLE V AGENT'S COMPENSATION

5.1 **Marketing and Accounting Services Fee.** As compensation for services rendered hereunder, on the 15<sup>th</sup> day of each month, commencing with the month following the month in which the Effective Date occurs, Owner shall pay to Agent a fee equal to the greater of (x) \$3,090 per month (the "**Minimum Monthly Fee**"), or (y) two percent (2%) of the gross operating revenue of the Facility for the immediately preceding month.

5.2 **Reimbursement of Expenses.** Agent shall be reimbursed for reasonable expenses incurred by Agent in connection with the performance of Agent's obligations hereunder, including compensation of and benefits to employees assigned to the Facility (including an allocable portion of compensation and benefits of off-site employees who are engaged to provide specialized services for the Facility). All reimbursable expenses shall be paid upon presentation of vouchers reflecting the name of the person incurring the expense, the amount and date thereof, and the purpose of the expenditure. Agent and Owner agree that: (a) Agent and its affiliates may be reimbursed for the actual cost of goods and materials used for or by Owner and obtained from entities unaffiliated with Agent or its affiliates; (b) except as otherwise provided in an approved operating budget, no reimbursement shall be permitted for services for which Agent or any of its affiliates receives a separate fee; and (c) notwithstanding anything herein to the contrary, Owner shall not be obligated to reimburse Agent for (i) salaries, bonuses or other compensation of Agent's or its affiliates' employees, other than compensation (or an allocable portion of compensation) of employees directly engaged in providing services

for the Facility, (ii) rent for offices of Agent or its affiliates used in performing obligations hereunder, including a project office, if any, on or near the Facility, (iii) off-site telephone, telegraph and utility charges incurred by Agent or its affiliates; or (iv) general overhead expenses of Agent and its affiliates, including office supplies, repair and maintenance of office machines and postage; *provided, however*, that the foregoing restriction will not preclude Agent or its affiliates from establishing central purchasing arrangements (e.g., for food and office supplies) and passing through to the Company Facility-related purchases to the extent such costs are provided for in an approved operating budget.

## ARTICLE VI EVENTS OF DEFAULT

6.1 **Owner.** With respect to Owner, it shall be an event of default hereunder if:

(a) Owner fails to make or cause to be made any payment to Agent required to be made hereunder, or to make any payment pursuant to any other agreement between the parties, and such failure continues for a period of fifteen (15) days after Owner's receipt of written notice thereof from Agent; or

(b) Owner fails to keep, observe or perform any provision of this Agreement required of Owner, and such failure continues for a period of thirty (30) days after Owner's receipt of written notice thereof from Agent.

6.2 **Agent.** With respect to Agent, it shall be an event of default hereunder if:

(a) Agent fails to keep, observe, or perform any provision of this Agreement required of Agent, and such failure continues for a period of thirty (30) days after Agent's receipt of written notice thereof from Owner;

(b) Agent is found by a state or federal court to have engaged in fraud, willful misrepresentation or gross negligence in performing its obligations to Owner under this Agreement; or

(c) Agent shall apply for a consent to the appointment of a receiver, trustee or liquidator of Agent or all of or a substantial part of its assets, file voluntary petition of bankruptcy or admit in writing its inability to pay its debts as they come due, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency laws, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Agent bankrupt or insolvent or approving a petition seeking reorganization of Agent or appointing a receiver, trustee or liquidator of Agent or of all or a substantial part of the assets of Agent.

6.3 **Force Majeure.** In the event that either party hereto shall be prevented from completing performance of its obligations hereunder by an act of God, strike, transportation or communications interruption, civil strife, terrorism, war or any other occurrence whatsoever

which is beyond the control of such party, then such party shall be excused from any performance of its obligations hereunder during such occurrence; *provided, however*, that such party makes commercially reasonable efforts to mitigate the effects of such occurrence as promptly as practicable.

**ARTICLE VII  
TERMINATION AND REMEDIES UPON DEFAULT**

7.1 **Termination by Agent Upon Default by Owner.** If any event of default by Owner shall occur, Agent may (in addition to any other legal or equitable remedy available to it) immediately terminate this Agreement.

7.2 **Termination by Owner Upon Default by Agent.**

(a) If any event of default by Agent shall occur, Owner may (in addition to any other legal or equitable remedy available to it) immediately terminate this Agreement.

(b) Either before or after an event of default by Agent, if Owner in good faith believes that Agent is failing to perform necessary marketing or accounting services, Owner may temporarily take control of such services (including access to records and bank accounts for the Facility) and perform them while such failure continues or until this Agreement has been terminated.

7.3 **Termination Upon Termination of Management Agreement.** This Agreement shall be terminated upon termination of the Management Agreement.

7.4 **Voluntary Termination.**

(a) During the Initial Term, Owner may give Agent notice of unsatisfactory performance (a "**Deficiency Notice**"). Upon receipt of the Deficiency Notice, Agent shall have fifteen (15) days to deliver to Owner a plan for addressing the deficiencies in Agent's performance (a "**Remediation Plan**") and a further thirty (30) days to implement the Remediation Plan. If Agent fails to deliver a Remediation Plan that is reasonably satisfactory to Owner or delivers a satisfactory Remediation Plan but fails to timely implement the Remediation Plan to Owner's reasonable satisfaction, Owner shall have the right to terminate this Agreement upon further written notice effective as of the 60th day following delivery of the Remediation Notice.

(b) At any time after the expiration of forty-eight (48) months following the Commencement Date, either party hereto may terminate this Agreement upon not less than ninety (90) days prior written notice to the other party.

**7.5 Entitlements and Obligations Upon Termination.**

(a) Upon termination of this Agreement, Agent shall be entitled to payment of all amounts due pursuant to the terms of this Agreement through the termination date and unpaid as of the termination date.

(b) If Agent terminates this Agreement during any Renewal Term pursuant to Section 7.1, Owner shall be entitled to payment by Agent of an amount equal to the Minimum Monthly Fee (prorated for any partial month) through the end of the Renewal Term. Such payment, which shall be made as and when the Minimum Monthly Fee otherwise would be payable, shall constitute liquidated damages to Owner to compensate Owner for costs incurred by Owner in connection with making other arrangements for the provision of marketing and accounting services for the Facility.

(c) Upon termination of this Agreement, Agent shall immediately turn over to Owner control of all funds and bank accounts relating to the Facility, and all books and records relating to the Facility, including, without limitation, all records, contracts, materials, instruments and other papers or documents in Agent's custody or control necessary or beneficial to the provision of marketing and accounting services for the Facility.

(d) Notwithstanding the foregoing, if Owner terminates this Agreement at any time pursuant to Section 7.2, Owner shall be entitled to withhold any unpaid fees and expenses otherwise owed to the Manager and offset them against any damages caused by Manager's default.

**ARTICLE VIII  
INDEMNIFICATION**

**8.1 Indemnification by Owner.** Owner shall indemnify and hold harmless Agent and its officers, directors, members, partners, owners, employees and agents from and against any and all liability, including reasonable attorney's fees, which may arise out of or be caused by negligent or intentional acts or omissions of Owner or any officer, director, member, partner, owner, employee or agent of Owner.

**8.2 Indemnification by Agent.** Agent shall indemnify and hold harmless Owner and its officers, directors, members, partners, owners, employees and agents from and against any and all liability, including reasonable attorney's fees, which may arise out of or be caused by negligent or intentional acts or omissions of Agent or any officer, director, member, partner, owner, employee or agent of Agent.



**ARTICLE IX**  
**CONFIDENTIAL INFORMATION, PROTECTED HEALTH INFORMATION,  
TRADEMARKS, AND COPYRIGHTS**

9.1 **Confidentiality.** Each party hereto may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning resident services and care, finances, fee schedules and such party's earnings, volume of business, methods, systems, practices, plans, protocols, referral sources, trade secrets, and other confidential or commercially valuable proprietary information (collectively, "**Confidential Information**"). Each party hereto acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall preserve the confidentiality of any such Confidential Information which such party knows, or reasonably should know, that the other party deems to be Confidential Information. Neither party shall use for its own benefit (other than as contemplated by this Agreement) or disclose to third parties any Confidential Information of the other party without such other party's written consent. The confidentiality obligations and use restrictions set forth in this Section 9.1 shall survive the termination of this Agreement.

9.2 **Trademarks and Copyrights.** The parties hereto reserve the right to the control and use of their respective names and all symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, symbols, trademarks, or service marks or such marks as such party has rights to in advertising or promotional materials or otherwise without the prior written consent of such other party. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice by such other party or termination of this Agreement. Each party hereby grants the other the right to use its name, address and telephone number in connection with the other party's obligations hereunder.

**ARTICLE X**  
**COMPLIANCE**

In performing their respective duties hereunder, Agent and Owner shall conduct themselves in full compliance with all applicable state, federal, and local laws and regulations. In the event there is a change in such laws and/or regulations, whether by statute, regulation, or agency or judicial decision that has any material effect on any term of this Agreement, then the applicable term(s) of the Agreement shall be subject to renegotiation, and either party hereto may request renegotiation of the affected term or terms of this Agreement, upon written notice to the other party, to remedy such condition. The parties hereto expressly recognize that upon request for renegotiation, each party has a duty and obligation to the other party only to renegotiate the affected term(s) in good faith, and, further, each party expressly agrees that its consent to proposals submitted by the other party during renegotiation efforts shall not be unreasonably withheld. Should the parties be unable to renegotiate the term or terms so affected so as to bring it/them into compliance with the statute, regulation, or agency or judicial opinion that rendered it/them unlawful or unenforceable within thirty (30) days of the date on which notice of a desired renegotiation is given, then either party shall be entitled, after the expiration of said 30-day

period, to terminate this Agreement upon thirty (30) additional days' written notice to the other party.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

11.1 **Independent Contractors.** With respect to Owner, Agent shall at all times be an independent contractor. No provision hereof shall be construed to constitute Agent or any of its officers or employees as an employee or employees of Owner, nor shall any provision of this Agreement be construed as creating a partnership or joint venture between Agent and Owner. Neither Manager nor Owner shall have the power to bind the other party, to exercise control over the other party, or to conduct the other party's business, except pursuant to the terms of this Agreement.

11.2 **Amendments; Waivers.** This Agreement shall not be amended or modified, and no provisions hereof shall be waived, except in a written instrument executed by both parties hereto. The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

11.3 **Notices and Other Communications.** All notices, consents, requests, demands, offers, reports and other communications between Owner and Agent, whether required or permitted to be given pursuant to this Agreement or otherwise, will be deemed properly given or made when personally delivered or when sent by facsimile or by United States mail, postage prepaid and addressed to the following address or such other address for notice as either party advises the other by notice in accordance with the provisions of this Section 11.3:

If to Agent, to:

TLG Family Management, LLC  
c/o The LaSalle Group, Inc.  
545 East John Carpenter Freeway, Suite 500  
Irving, Texas 75062  
Attention: President  
Facsimile: 214.845.4501

with a copy to:

TLG Family Management, LLC  
c/o The LaSalle Group, Inc.  
545 East John Carpenter Freeway, Suite 500  
Irving, Texas 75062  
Attention: Chief Financial Officer  
Facsimile: 214.845.4501

If to Owner, to:

Overland Park Memory Care, LLC  
c/o The LaSalle Group, Inc.  
545 East John Carpenter Freeway, Suite 500  
Irving, Texas 75062  
Attention: President  
Facsimile: 214.845.4501

with a copy to:

Overland Park Memory Care, LLC  
c/o The LaSalle Group, Inc.  
545 East John Carpenter Freeway, Suite 500  
Irving, Texas 75062  
Attention: Chief Financial Officer  
Facsimile: 214.845.4501

and a copy to:

MP SHF Overland Park, LLC  
2100 McKinney Ave, Suite 145  
Dallas, Texas 75201  
Attention: Darryl Freling  
Facsimile: 214-292-9458

With a copy to:

MP SHF Overland Park, LLC  
104 W. Broad Street  
Greenville, South Carolina 29601  
Attention: Henry Horowitz  
Facsimile: 864-271-4999

11.4. **Governing Law; Jurisdiction and Venue.** This Agreement shall be interpreted, construed, and governed according to the internal laws of the State of Texas, without regard to the conflict of law provisions thereof. All causes of action to enforce or arising out of this Agreement shall be filed with a court of competent jurisdiction in Dallas County, Texas.

11.5 **Other Instruments.** The parties hereto shall execute any other instruments that are or may become necessary, appropriate or convenient to carry out the business that is the subject of this Agreement.

11.6 **Construction.** The headings in this Agreement are used for convenience and shall not be construing the terms of this Agreement. Wherever the context requires, all words in this Agreement in any gender shall be deemed to include all other genders, all singular words shall include the plural, and all plural words shall include the singular.

11.7 **Assignment; Binding Effect.** Except for an assignment by Agent to another entity one hundred percent (100%) owned by Agent, this Agreement may not be assigned by Agent. This Agreement may be assigned by Owner to any party that acquires the Facility from Owner. This Agreement shall be binding upon and inure to the benefit of the parties who execute this Agreement and their respective permitted successors and assigns.

11.8 **Prior Agreements Superseded.** This Agreement contains the entire Agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between them relating to the subject matter of this Agreement, except as may be otherwise provided in this Agreement.

11.9 **Severability.** If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceable shall not affect any other provision and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had not been included in the Agreement.

11.10 **Attorney's Fees.** If there is any action, suit, arbitration, or other proceeding between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief ordered.

11.11 **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original for all purposes.

11.12 **Good Faith.** Each party hereto agrees and covenants to deal honestly and in good faith with the other party.

11.13 **Time is Of the Essence.** Time is of the essence in the performance of all obligations, acts and duties required by this Agreement.

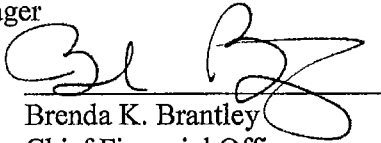
[signature page follows]

IN WITNESS WHEREOF, Owner and Agent have executed this Agreement as of the Effective Date.

**AGENT:**

TLG FAMILY MANAGEMENT, LLC

By: The LaSalle Group, Inc.,  
Manager

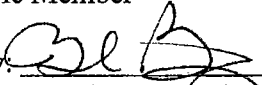
By:   
Brenda K. Brantley  
Chief Financial Officer

**OWNER:**

OVERLAND PARK MEMORY CARE, LLC

By: LaSalle Overland Park Management,  
LLC, Manager

By: The LaSalle Group, Inc.,  
Sole Member

By:   
Brenda K. Brantley  
Chief Financial Officer