

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** is dated as of the 11<sup>th</sup> day of February, 2016 by and between **CTR Partnership, L.P. ("Lessee")** and **THE CITY OF WEST ALLIS ("Lessor")**, collectively referred to as the "Parties".

**WHEREAS**, a Lease Agreement dated December 21<sup>st</sup>, 2006, between the City of West Allis and West Allis Senior Living LLC was entered into for the use of City-owned parking by West Allis Senior Living LLC; and,

**WHEREAS**, an Assignment and Assumption of Parking Space Lease Agreement dated July 31<sup>st</sup>, 2010, between Stayton SW Assisted Living, L.L.C., successor to West Allis Senior Living, LLC, and BRE/SW West Park Place LLC was entered into for the use of the City-owned parking; and,

**WHEREAS**, an Amendment to the Lease Agreement was approved on February 2, 2016 between the City of West Allis and CTR Partnership, L.P. effective March 1, 2016 for the continued rental of thirty-eight (38) parking stalls on the west side of South 74<sup>th</sup> Street and north of the east/west alley of West Greenfield Avenue for the use of the City-owned parking. The sublease of CTR Partnership, L.P. of the foregoing lease to LL West Allis, LLC, effective March 1, 2016 was also approved.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

1. **Defined Terms.** All defined terms used herein shall have the same meaning assigned to them in the Agreement, unless specifically indicated to the contrary.
2. **Term.** The term of this Lease shall be from March 1<sup>st</sup>, 2016, until February 29<sup>th</sup>, 2020.
3. **Rent.** The monthly rental for the premises shall be Seven Hundred & Sixty and NO/100 Dollars (\$760.00), which represents a charge of Twenty and NO/100 Dollars (\$20.00) per month for each of the thirty-eight (38) designated parking spaces. Rent shall increase one dollar (\$1) per year per parking stall for the remaining four (4) years of the lease amendment starting on March 1<sup>st</sup> of each year.

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|---|-------|
| March 1 <sup>st</sup> , 2017 monthly rental | \$798 |
| March 1 <sup>st</sup> , 2018 monthly rental | \$836 |
| March 1 <sup>st</sup> , 2019 monthly rental | \$874 |
| March 1 <sup>st</sup> , 2020 monthly rental | \$912 |

4. Notice. If to the Lessee: CTR Partnership, L.P.  
905 Calle Amanecer, Suite 300  
San Clemente, CA 92673  
Attn: West Allis (Priority Life) Lease  
Administration

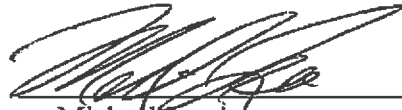
If to the Lessor: City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214  
Attn: Michael Lewis  
Dir. of Public Works/City Engineer

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Lease Agreement as of the day, month and year first above written.

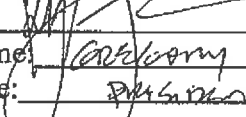
**LESSEE:**  
**CTR PARTNERSHIP, L.P.,**  
a Delaware limited partnership

**LESSOR:**  
**CITY OF WEST ALLIS**

By: CARETRUST GP, LLC, a  
Delaware limited liability company,  
Its general partner

  
\_\_\_\_\_  
Michael Lewis  
Director of Public Works/City Engineer

By: CARETRUST REIT, INC.,  
a Maryland corporation,  
Its sole member

By:   
Name: Carey Starnes  
Title: President