

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is dated as of the 4<sup>th</sup> day of February, 2020 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, 2006 between the City of West Allis and West Allis Senior Living LLC was entered into for the use of the City-owned parking by West Allis Senior Living LLC; and

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

WHEREAS, on February 2, 2016 the City of West Allis approved an Amendment to Lease Agreement, dated February 11, 2016 and effective March 1, 2016, between the City and CTR Partnership, L.P. for the continued rental of thirty-eight (38) parking stalls (the “Parking Stalls”) on the west side of South 74<sup>th</sup> Street and north of the east/west alley of West Greenfield Avenue (collectively, the Lease Agreement and Amendment to Lease Agreement are referred to as the “Lease Agreement”). The sublease by Lessee of the foregoing Lease Agreement to LL West Allis LLC, effective March 1, 2016 was also approved; and

WHEREAS, on November 1, 2019, Lessee having terminated the lease to LL West Allis, LLC of (1) a certain senior housing facility in the City of West Allis (the “Facility”) and (2) the sublease of the Lease Agreement, entered into a new lease of such Facility with NSS-ALF West Allis, LLC (“Sublessee”); and

WHEREAS, Lessee and Lessor wish to further amend the Lease Agreement to provide for (i) an extension of the Lease Agreement for five (5) years from and after March 1, 2020, (ii) for additional extension options of five (5) years each, (iii) approval of Sublessee’s use of the Parking Stalls under this Lease Agreement, and (iv) approval of a potential future assignment of the Lease Agreement and all rights and obligations thereunder to NSS-ALF-West Allis, LLC in the event Lessee sells the Facility to Sublessee and assigns its rights and obligations under the Lease Agreement to Sublessee in connection therewith;

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 Lease Agreement, unless specifically indicated to the contrary.
2. Term. The term of the Lease Agreement is hereby extended to February 28, 2025.



IN WITNESS WHEREOF, the undersigned have executed this Second 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 corporation  
Its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By CARETRUST REIT, INC.,  
a Maryland Corporation  
Its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_