

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is dated as of the 4th day of November, 2025 by and between **CTR PARTNERSHIP, L.P.**, a Delaware limited partnership ("**CTR Partnership**"), **LAKESIDE SENIOR LIVING LLC** ("**Lakeside**"), and the **CITY OF WEST ALLIS** (the "**City of West Allis**").

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 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, LLC, 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 the Lease Agreement, dated February 11, 2016, and effective March 1, 2016, between the City of West Allis and CTR Partnership for the continued rental of thirty-eight (38) parking stalls on the west side of the South 74th Street and north of the east/west alley of West Greenfield Avenue. 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, CTR Partnership 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 ("**NSS-ALF West Allis**"); and

WHEREAS, on February 19, 2020, CTR Partnership and the City of West Allis entered into that certain Second Amendment to Lease Agreement (collectively, the Lease Agreement, the Amendment to Lease Agreement, and the Second Amendment to Lease Agreement are referred to as the "**Lease Agreement**");

WHEREAS, a true and correct copy of the Lease Agreement is attached hereto as Exhibit A; and

WHEREAS, substantially concurrently herewith, CTR Partnership has (1) terminated its lease of the Facility and the sublease of the Lease Agreement to NSS-ALF West Allis, and (2) conveyed the Facility to Lakeside; and

WHEREAS, in connection with the sale of the Facility to Lakeside, CTR Partnership desires to assign the Lease Agreement to Lakeside.

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, the parties 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. Assignment. CTR Partnership hereby grants, sells, bargains, conveys, transfers and assigns to Lakeside all of CTR Partnership's right, title and interest to Lease Agreement.
3. Assumption. Lakeside hereby accepts the sale, bargain, conveyance, transfer and assignment by CTR Partnership to Lakeside of all of CTR Partnership's right, title and interest to the Lease Agreement and hereby assumes CTR Partnership's obligations and liabilities under the Lease Agreement arising on or after the date hereof.
4. Notice. The Notice provision of the Lease Agreement is hereby modified to remove any reference to NSS-ALF West Allis as the Sublessee and the notice address for "Lessee" shall be as follows:

Lessee:	Lakeside Senior Living LLC c/o Pennant Services, Inc 1675 Riverside Dr., Suite 150 Eagle, Idaho 83616 Attn: General Counsel Email: legal@pennantservices.com
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[Signature page follows]


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

CTR PARTNERSHIP:

CTR PARTNERSHIP, L.P.,
a Delaware limited partnership

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

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

By:  _____
4f0f609b7c704f7...

Name: David Sedgwick
Title: President and CEO

LAKESIDE:

LAKESIDE SENIOR LIVING LLC,
a Nevada limited liability company

By: _____

Name: Andrew Rider
Title: Manager

CITY OF WEST ALLIS:

CITY OF WEST ALLIS

By:  _____

Name: Kail Decker
Title: City Attorney

R-2024-0672

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

CTR PARTNERSHIP:

CTR PARTNERSHIP, L.P.,
a Delaware limited partnership

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

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

By: _____

Name: _____

Title: _____

LAKESIDE:

LAKESIDE SENIOR LIVING LLC,
a Nevada limited liability company

By:  _____

Name: Andrew Rider
Title: Manager

CITY OF WEST ALLIS:

CITY OF WEST ALLIS

By:  _____

Name: Kail Decker
Title: City Attorney

R-2024-0672

Exhibit A

The Lease Agreement

[See attached.]

AGREEMENT

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

1. Assignment and Delegation. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest as lessee in and to, and delegates to Assignee all of Assignor's duties and obligations under, the Parking Space Lease, in each case, arising from and after the ~~date hereof~~ ^{Effective Date}. This Assignment shall be effective the same date as the deed to be given by Assignor to Assignee for Assignor's West Park Place property in West Allis, Wisconsin pursuant to the Purchase and Sale Agreement (the "Effective Date"), subject to obtaining the City's consent.

2. Acceptance and Assumption. Assignee hereby accepts the assignment and delegation of Assignor's interest as lessee under the Parking Space Lease and assumes all of the obligations, duties and liabilities of Assignor that arise, accrue or are incurred under the Parking Space Lease after the Effective Date, subject to obtaining the City's consent.

3. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the respective successors and assigns of Assignor and Assignee.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

5. Conflicts. In the event of any conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control and govern.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Parking Space Lease Agreement effective as of the Effective Date.

ASSIGNOR:

STAYTON SW ASSISTED LIVING, L.L.C.,
an Oregon limited liability company

By: 

Its: _____

ASSIGNEE:

BRE/SW WEST PARK PLACE LLC., a
Delaware limited liability company

By: _____

Its: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION

The CITY OF WEST ALLIS, a Wisconsin municipal corporation ("City"), in reliance on the attached Assignment and Assumption of Parking Space Lease Agreement, hereby consents to the assignment by STAYTON SW ASSISTED LIVING, L.L.C., an Oregon limited liability company ("Assignor"), and the assumption by SW/BRE WEST PARK PLACE LLC, a Delaware limited liability company ("Assignee"), set forth above and agrees that this Consent satisfies the requirements of the Parking Space Lease (as defined in the attached Assignment and Assumption of Parking Space Lease Agreement) pertaining to obtaining consent to the foregoing assignment and assumption; provided that nothing in this Consent shall be deemed to require City to consent to any other assignment, subletting, or transfer of any kind, and provided further that Assignor shall remain jointly and severally liable along with Assignee for the performance of all of the obligations and liabilities of the lessee under the Parking Space Lease.

Dated: _____, 2010.

CITY OF WEST ALLIS,
a Wisconsin municipal corporation

By: _____

Its: _____

EXHIBIT A

LEASE AGREEMENT

This Lease Agreement is made and entered into on Dec. 21st, 2006 by and between the City of West Allis, a municipal corporation, with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin (hereinafter called "Lessor") and West Allis Senior Living, LLC, P.O. Box 3006, Salem, OR 97302 (hereinafter called "Lessee").

WHEREAS, the Lessor is the owner of a parking lot consisting of approximately ninety (90) automobile parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue in the City of West Allis; and,

WHEREAS, the Lessor and Lessee have entered into this Lease Agreement for the rental of the aforesaid parking lot for the use in connection with Lessee's operation of an apartment-hotel at 7400 West Greenfield Avenue, West Allis; and, *Senior Living?*

WHEREAS, the current occupancy and use of said apartment-hotel requires thirty-five (35) parking spaces pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code, part of the Zoning Code of the City of West Allis; and,

WHEREAS, a building or use may be given credit for private off-street parking spaces owned by or under the control of a building owner, when such spaces are located within two hundred (200) feet of the proposed building or use, pursuant to Sec. 12.19(8) of the City of West Allis Revised Municipal Code; and,

WHEREAS, the Lessee has requested to lease thirty-eight (38) parking spaces in the aforesaid parking lot to comply with the minimum parking requirements under the zoning code of the City of West Allis for its apartment-hotel operation; and,

WHEREAS, the aforesaid parking lot is not necessary for City purposes at this time and the City is willing to enter into this agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

A. Premises. The premises covered by this lease agreement is the thirty-eight (38) designated parking spaces, as shown on the attached Exhibit "A", located on the West side of South 74th Street and North of the East/West alley North of West Greenfield Avenue and is located on part of the following described property:

Block 9, Otjen, Pullen and Shenners Subdivision of a part of the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

B. Term. The term of this lease shall be from December 15, 2005, until December 15, 2010.

C. Rent. The monthly rental for the premises shall be Five Hundred Ninety Eight and 50/100 Dollars (\$598.50), which represents a charge of Fifteen and 75/100 Dollars (\$15.75) per month for each of thirty-eight (38) designated parking spaces.

There shall be added to the monthly base rent all sales tax required by law.

D. Use of Premises. The premises shall be used by Lessee solely for the purpose of on-grade parking of passenger cars or trucks not exceeding six thousand (6,000) pounds in gross weight in connection with its operation of the aforesaid apartment-hotel, and for no other purpose.

E. Maintenance and Repairs. The Lessee shall be responsible for the maintenance of the parking lot, to include seal coating, patching and striping together with snow, ice and trash removal.

F. Insurance. The Lessor shall at all times maintain and keep in force such public liability insurance as will protect Lessor and Lessee from any claims for damages for

personal injury, including death, as well as from claims for damages to any property, which may arise out of the maintenance, use or occupation of the premises by the Lessee pursuant to this lease. The amount of liability insurance shall under no circumstances be less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00) for injuries sustained by any one person and One Million and NO/100 Dollars (\$1,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than Fifty Thousand and NO/100 Dollars (\$50,000.00). A certificate of such insurance shall be filed with the Lessor, containing a fifteen (15) day notice of cancellation. The Certificate of Insurance shall be filed within ten (10) days of the execution of this lease agreement by the parties.

G. Liability. The Lessor assumes no liability to the Lessee, its employees, tenants, guests, invitees, or to any other person other than to furnish space for parking vehicles.

I. Assignment. The Lessee shall not assign or sublease any part or all of the leased premises without the Lessor's prior written consent.

J. Right to Terminate Lease. If Lessee fails to pay the rent or any late charges which may be assessed as herein provided; or, if this lease is assigned without the written approval of the Lessor; or, if the Lessee is adjudged bankrupt; or, if a general assignment of assets is made for the benefit of its creditors; or, if a receiver is appointed for the Lessee or any of its property; or, if the Lessee is violating any of the material conditions of this lease; then in the event any of the foregoing occur, the Lessor may serve written notice upon the Lessee of the Lessor's intention to terminate this lease, unless within thirty (30) days after the serving of such notice, satisfactory arrangement is made for continuance, the Lessee shall be deemed in default and the lease shall automatically be terminated and Lessee shall be obligated to surrender the premises to the Lessor immediately.

It is agreed that in the event Lessee shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proved to be insolvent or fails in business, that this lease shall not be an asset of Lessee.

Lessee acknowledges that its occupancy and use of the building at 7400 West Greenfield Avenue, West Allis, is contingent upon maintaining the required off-street parking spaces for such occupancy and use, pursuant to Sec. 12.12 of the Revised Municipal Code of the City of West Allis, and that upon termination of the lease agreement as herein provided, the Lessee acknowledges that its occupancy and use of the said building will be unlawful under the zoning ordinances of the City of West Allis, and, therefore, hereby agrees to cease and desist from such occupancy and use, unless the parking requirements of said building are otherwise lawfully met or the occupancy and use is changed to conform to the parking regulations then in effect.

K. Option of Lessee to Extend. The parties may, by mutual consent, agree to four (4) successive renewals of this lease, each such renewal to be for a term of five (5) years and to be subject to the terms and conditions of this lease, except that the Lessor shall be entitled to amend the amount of rent set forth in Section C, provided that written notice of renewal is given by the Lessee to the Lessor not later than sixty (60) days prior to the end of the term of this lease or any succeeding term, or provided that notice of non-renewal is given by the Lessor to the Lessee not later than sixty (60) days prior to the end of the term of this lease or any succeeding lease.

L. Surrender of Leased Premises. Upon termination of this lease, either by lapse of time or otherwise, the Lessee shall surrender to the Lessor the leased premises. The Lessee, at its own expense, shall restore the leased premises to the condition it was in prior to entering into this Lease Agreement, reasonable wear and tear excepted. In the event the

Lessee fails to do so, the Lessor may remove any such improvements and charge the cost thereof to the Lessee.

M. Expenses. Lessee agrees to reimburse the Lessor for any expense incurred by the Lessor in protecting or enforcing its rights under this agreement, including, without limitation, reasonable attorneys fees and legal expenses.

N. Memorandum of Lease. The parties hereto will, at any time upon the request of either one, promptly execute a memorandum or short form of this lease, in recordable form, containing such of the terms and provisions of this lease as such party may desire to place of record.

O. Default. If the Lessee defaults in the payment of the annual rental payable hereunder, and such default shall continue for five (5) days after written notice thereof shall have been given to the Lessee, or if the Lessee defaults in the performance or observance of any other covenant or condition herein, and such default shall continue for five (5) days after written notice thereof is given to the Lessee, then, in either of the above-described events, the Lessor may elect, without further notice, to terminate this lease and declare the term ended, to re-enter the leased premises or any part thereof, to expel and remove the Lessee or any other person occupying the same and to regain and enjoy the leased premises. The foregoing rights shall be without prejudice to any other remedies, which the Lessor may have at law or in equity.

P. Notice. Any notice required or permitted under this lease shall be deemed sufficiently given or served if sent by registered or certified mail as follows:

If to the Lessee: West Allis Senior Living, LLC
P.O. Box 3006
Salem, OR 97302

If to the Lessor: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Michael Pertner
Director of Public Works

Notice given in accordance with the provisions of this paragraph shall be considered to be received when mailed.

Q. Amendments. This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no agreement or understanding, verbal or written, not contained herein, will be recognized by either party. This agreement may be amended or supplemented only by written instrument signed by each party.

R. Successors and Assigns. The terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns.

S. Waiver. The parties shall not be deemed to have waived any part, provision, language, covenant, condition or requirement of this agreement unless such waiver is in writing. Where any waiver is made, either partially or otherwise, of any provision, language, covenant, condition or requirement, it shall be strictly construed and deemed to be a waiver of no more than that which is clearly expressed in writing.

T. Verbal Statements Not Binding. This agreement states the entire understanding and agreement of the parties hereto. It is understood and agreed that the written terms and provisions of this agreement shall supersede all verbal statements of any representatives of the parties. Verbal statements shall not be effective or be construed as being a part of this agreement. Amendment of this agreement shall not be made unless in writing and signed by the duly authorized representatives of the parties hereto.

U. Governing Law. This agreement shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly
executed as of the date, month and year first above written.

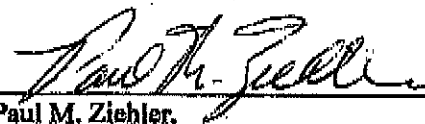
LESSEE:
WEST ALLIS SENIOR LIVING, LLC

By: 
Brian Schaffner, Property Controller

By: _____

LESSOR:
CITY OF WEST ALLIS

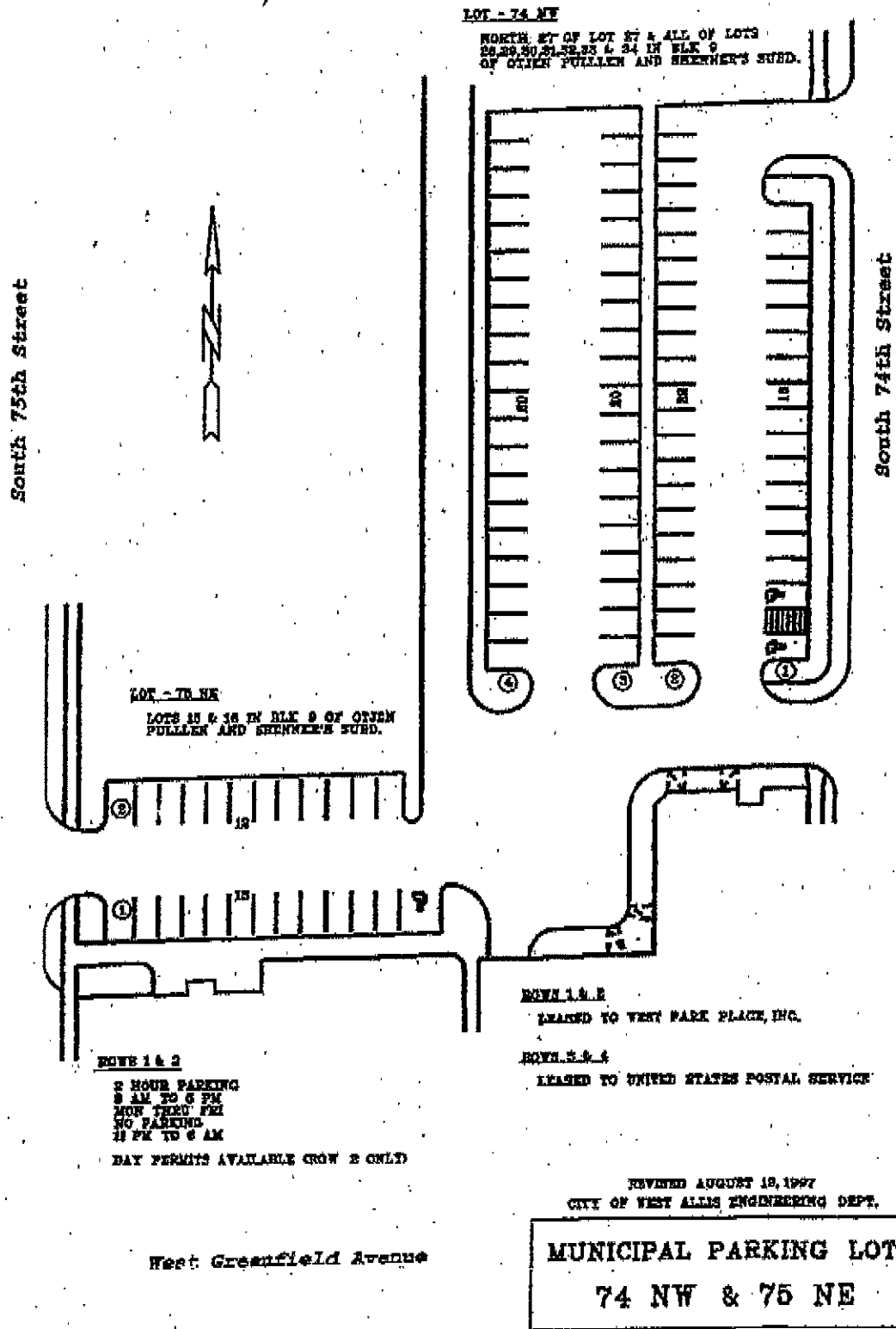
By: 
Jeannette Bell, Mayor

By: 
Paul M. Ziebler,
City Administrative Officer
Clerk/Treasurer

Approved as to form this
12 day of Dec., 2006.


City Attorney

EXHIBIT "A"



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is dated as of the 11th 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 21st, 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 31st, 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 74th 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 1st, 2016, until February 29th, 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 1st of each year.

March 1 st , 2017 monthly rental	\$798
March 1 st , 2018 monthly rental	\$836
March 1 st , 2019 monthly rental	\$874
March 1 st , 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

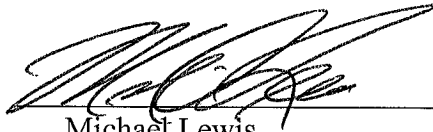
If to the Lessor: City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Michael Lewis
Dir. of Public Works/City Engineer

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

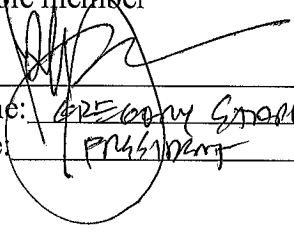
LESSOR:
CITY OF WEST ALLIS

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: GREGORY GRAHAM
Title: President



City of West Allis

Resolution: R-2016-0031

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number: R-2016-0031

Final Action:

Sponsor(s): Public Works Committee

FEB 02 2016

Resolution Approving an Amendment to the Lease Agreement by and between the City of West Allis and CTR Partnership, L.P., 7400 West Greenfield Avenue, for Parking in the Municipal Lot.

WHEREAS, on December 3rd, 1985, the City of West Allis approved and entered into a Lease Agreement with West Park Place, Inc. for rental of eighteen (18) parking stalls on the west side of South 74th Street and north of the east/west alley of Greenfield Avenue; and,

WHEREAS, on October 21st, 1997, an Amendment to the Lease Agreement was approved by the City of West Allis with West Park Place, Inc. for additional parking stalls making the total number to be thirty-eight (38); and,

WHEREAS, on December 21, 2006, a new Lease Agreement with West Allis Senior Living, LLC for thirty-eight (38) parking stalls was approved by the City of West Allis; and,

WHEREAS, on November 24, 2010, an Amendment to the Lease Agreement with Stayton SW Assisted Living, LLC, successor to West Allis Senior Living, LLC and BRE/SW West Park Place, LLC, again for thirty-eight (38) parking stalls was approved by the City of West Allis; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Amendment to the Lease Agreement, by and between the City of West Allis and CTR Partnership, L.P., effective March 1, 2016, for the rental of thirty-eight (38) parking stalls on the west side of South 74th Street and north of the east/west alley of West Greenfield Avenue, is hereby approved.

BE IT FURTHER RESOLVED that the sublease by CTR Partnership, L.P. of the foregoing lease to LL West Allis, LLC, effective March 1, 2016, is also hereby approved.

BE IT FURTHER RESOLVED that the Director of Public Works/City Engineer of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Amendment to the Lease Agreement on behalf of the City of West Allis.

ADOPTED

FEB 02 2016

APPROVED

2/5/16

Monica Schultz, City Clerk

Dan Devine, Mayor

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is dated as of the 19th 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 the South 74th 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 ten (10) 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, 2030.

3. Option to Extend Term. Lessee (including its successors and assigns) may extend the term of this Lease Agreement for three (3) successive renewals of this Lease Agreement, each such renewal to be for a term of five (5) years upon thirty (30) days' written notice from Lessee to Lessor prior to the end of the term or succeeding term then in effect.
4. Rent. The monthly rental for the Parking Stalls is currently Nine Hundred Twelve and NO/100 Dollars (\$912.00), which represents a rental fee of Twenty-four and No/100 Dollars (\$24.00) per month for each individual Parking Stall (i.e., each designated parking space). Commencing on March 1, 2021, the rent will increase on March 1 of each year by a factor of One Dollar (\$1.00) per year per Parking Stall. Then, commencing on March 1, 2025, the rent will instead increase on that date and March 1 of each year thereafter by a factor of Two Dollars (\$2.00) per year per Parking Stall.

Following the expiration of this Lease Agreement on February 28, 2030, rent for any extensions shall be determined by negotiations between the parties hereto.

5. Assignment and Assumption. Lessor hereby consents to the sublet by Lessee of the Parking Stalls to its tenant of the Facility. Lessor further consents to Lessee's assignment of its rights and obligations of the Lease Agreement to Sublessee in connection with a sale by Lessee to Sublessee of the Facility.
6. Notice. The Notice provision of the Lease Agreement is hereby modified to provide that a copy of any notice sent to Lessee shall be sent to Sublessee as follows:

Sublessee: NSS-ALF-West Allis, LLC
C/o Ashore Property Management, LLC
48 Pavilion Avenue, Suite 2
Long Branch, NJ 07740

[[SIGNATURE PAGE FOLLOWS]]

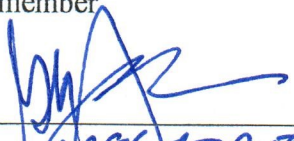
IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Lease Agreement as of the day, month and year first above written.

LESSEE
CTR PARTNERSHIP, L.P.
A Delaware limited Partnership

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

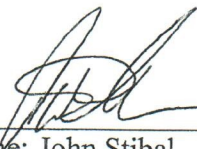
By CARETRUST REIT, INC.,
a Maryland Corporation
Its sole member

By:
Name:
Title:


John Stibal
president

LESSOR
CITY OF WEST ALLIS

By:


John Stibal

Director of Development