
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20459

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report: **May 25, 2012**
(Date of earliest event reported)

LTC PROPERTIES, INC.
(Exact name of Registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

1-11314
(Commission file number)

71-0720518
(I.R.S. Employer
Identification No)

2829 Townsgate Road, Suite 350
Westlake Village, CA 91361
(Address of principal executive offices)

(805) 981-8655
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. — Material Definitive Agreements

On May 30, 2012, LTC Properties, Inc. ("LTC") announced that it had signed an amendment ("the Amendment") to its unsecured credit agreement ("the Credit Agreement"), dated May 25, 2012. The Amendment increases the aggregate commitment of the lenders to \$240 million and provides for the opportunity to increase the credit amount up to a total of \$350 million. The Amendment extends the maturity of the Credit Agreement to May 25, 2016 and provides for a one-year extension option at LTC's discretion, subject to customary conditions. The Amendment reduces the pricing grid by 25 basis points for amounts drawn under the Credit Agreement and reduces the commitment fee by 10 basis points. Based on LTC's current leverage ratios, the Amendment provides for interest annually at LIBOR plus 125 basis points and an unused commitment fee of 25 basis points. The Amendment also clarifies certain definitions and covenants in the Credit Agreement and increased LTC's permitted investments in assets under development from 15% to 20% of total asset value and increases the aggregate permitted investments in joint ventures, assets under development, redevelopment assets and certain other assets to 25% of total asset value. As of May 30, 2012, LTC had \$66.0 million outstanding under the unsecured revolving credit facility.

The following banks are participants in the Credit Agreement: Bank of Montreal, Chicago Branch as Administrative Agent, BMO Capital Markets, as Co-Lead Arranger and Joint Book Runner, Key Bank National Association, as Syndication Agent, KeyBanc Capital Markets, Inc. as Co-Lead Arranger and Joint Book Runner, Royal Bank of Canada as Co-Documentation Agent, and Wells Fargo Bank, National Association as Co-Documentation Agent.

On May 25, 2012 LTC also amended its note purchase and private shelf agreement with Prudential Investment Management, Inc. ("Prudential") to conform certain definitions, covenants and permitted investment amounts to the unsecured credit agreement amendment. The note purchase and private shelf agreement provides for the issuance of up to an aggregate of \$100 million senior unsecured promissory notes to Prudential and one or more of its affiliates and managed accounts, in addition to \$100 million of previously issued senior unsecured promissory notes outstanding to Prudential and certain of its affiliates and managed accounts. Any notes sold by LTC to Prudential under the agreement will be in amounts at fixed interest rates and have maturity dates (each note to have a final maturity not greater than 10 years and an average life not greater than 8 years from the date of issuance) subject to agreement by LTC and Prudential.

Item 7.01. Regulation FD Disclosure

On May 30, 2012, the Company issued a press release announcing that it had entered into the Amendment described in Item 1.01 of this Current Report on Form 8-K. The press release is attached hereto as Exhibit 99.1.

Item 9.01. — Financial Statements and Exhibits

(a) Financial Statements of Business Acquired.

None.

(b) Pro Forma Financial Information

None.

(d) Exhibits.

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|------|---|
| 10.1 | First Amendment to Credit Agreement dated as of May 25, 2012 among LTC Properties, Inc. and the Guarantors party thereto and Bank of Montreal, Chicago Branch as Administrative Agent, BMO Capital Markets, as Co-Lead Arranger and Joint Book Runner, and Key Bank National Association, as Syndication Agent, and KeyBanc Capital Markets, Inc., as Co-Lead Arranger and Joint Book Runner. |
| 10.2 | Amendment to Amended and Restated Note Purchase and Private Shelf Agreement dated May 25, 2012. |
| 99.1 | Press Release issued May 30, 2012. |

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

LTC PROPERTIES, INC.

Dated: May 30, 2012

By: /s/ WENDY L. SIMPSON
Wendy L. Simpson
CEO & President

FIRST AMENDMENT TO CREDIT AGREEMENT

This First Amendment to Credit Agreement (herein, this “*Amendment*”) is entered into as of May 25 2012, among LTC Properties, Inc., a Maryland corporation (the “*Borrower*”), the Guarantors party hereto, the Lenders party hereto and Bank of Montreal, Chicago Branch, as Administrative Agent (the “*Administrative Agent*”).

PRELIMINARY STATEMENTS

A. The Borrower, the guarantors party thereto (the “*Guarantors*”), the financial institutions party thereto (the “*Lenders*”), and the Administrative Agent entered into that certain Credit Agreement, dated as of April 18, 2011 (such Credit Agreement, as the same has been amended prior to the date hereof, being referred to herein as the “*Credit Agreement*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

B. The Borrower has requested that the Administrative Agent and the Lenders (i) increase the aggregate Revolving Credit Commitments from \$210,000,000 to \$240,000,000, (ii) amend the accordion to permit future increases in the aggregate Revolving Credit Commitments of up to \$350,000,000, (iii) extend the Revolving Credit Termination Date and (iv) make certain other amendments to the Credit Agreement, and the Administrative Agent and the Lenders are willing to do so under the terms and conditions set forth in this Amendment.

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

SECTION 1. DEPARTING LENDER; INCREASE IN REVOLVING CREDIT COMMITMENTS AND EQUALIZATION.

1.1. Raymond James Bank, FSB (the “*Departing Lender*”) hereby agrees to sell and assign without representation, recourse, or warranty (except the Departing Lender represents it has authority to execute and deliver this Amendment and sell its Obligations and Revolving Credit Commitment contemplated hereby, which Obligations and Revolving Credit Commitment are owned by the Departing Lender free and clear of all Liens), and on the First Amendment Effective Date (as defined in Section 3 below), the Lenders (other than the Departing Lender) hereby agree to purchase 100% of the Departing Lender’s outstanding Obligations under the Credit Agreement and the Loan Documents (including, without limitation, all of the Revolving Loans and Revolving Credit Commitment held by the Departing Lender) for a purchase price equal to 100% of the outstanding principal balance of Revolving Loans owed to the Departing Lender under the Credit Agreement on the First Amendment Effective Date, which purchase price shall be paid by the Lenders (other than the Departing Lender) to the Departing Lender in immediately available funds on the First Amendment Effective Date. Concurrently therewith, the Borrower shall have paid to the Departing Lender all accrued but unpaid interest and fees owed to the Departing Lender as of the First Amendment Effective Date. Such purchases and

sales shall be arranged through the Administrative Agent and the Departing Lender hereby agrees to execute such further instruments and documents, if any, as the Administrative Agent may reasonably request in connection therewith. Upon the First Amendment Effective Date and the payment of the Obligations owing to the Departing Lender, the Departing Lender shall cease to be a Lender under the Credit Agreement and other Loan Documents and (i) the Lenders (other than the Departing Lender) shall have the rights of the Departing Lender thereunder subject to the terms and conditions hereof and (ii) the Departing Lender shall have relinquished its rights (other than rights to indemnification and reimbursements referred to in the Credit Agreement which survive the repayment of the Obligations owed to the Departing Lender in accordance with its terms) and be released from its obligations under the Credit Agreement. The parties hereto agree that, except as provided for in the preceding sentence, as of the First Amendment Effective Date all references in the Credit Agreement and the other Loan Documents to the Lenders or any Lender shall from and after the date hereof no longer include the Departing Lender.

1.2. Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, as of the First Amendment Effective Date and pursuant to Section 2.13 of the Credit Agreement (i) the aggregate Revolving Credit Commitments are hereby increased from \$210,000,000 to \$240,000,000 and (ii) after giving effect to such aggregate Revolving Credit Commitment increase and to the assignment of the Departing Lender’s Revolving Loans and Revolving Credit Commitment set forth in Section 1.1 of this Amendment, each Lender’s Revolving Credit Commitment shall be and is as set forth on Exhibit A attached hereto. The Administrative Agent and Lenders hereby waive the requirement of the delivery of a Commitment Amount Increase Request under Section 2.13 in connection with the Revolving Credit Commitment increases described in this Section 1.2.

1.3. On the First Amendment Effective Date and after giving effect to the assignment of the Departing Lender’s Revolving Loans and Revolving Credit Commitment set forth in Section 1.1 of this Amendment and to the Revolving Credit Commitment increase pursuant to Section 1.2 of his Amendment, the Lenders each agree to make purchases and sales of interests in the outstanding Revolving Loans between themselves so that each Lender is then holding its Revolver Percentage of outstanding Revolving Loans. Such purchases and sales shall be arranged through the Administrative Agent and each Lender hereby agrees to execute such further instruments and documents, if any, as the Administrative Agent may reasonably request in connection therewith.

SECTION 2. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement shall be and hereby is amended as of the First Amendment Effective Date as follows:

2.1. Section 1.1 of the Credit Agreement is hereby amended to amend and restate in its entirety the first paragraph and the table set forth in the definition of “*Applicable Margin*” to read as follows:

“*Applicable Margin*” means, with respect to Revolving Loans, Reimbursement Obligations, and the commitment fees and letter of credit fees payable under Section 3.1 hereof, from the First Amendment Effective Date and until the first Pricing Date occurring thereafter, the rates per annum shown opposite Level I below, and thereafter from one Pricing Date to the next the Applicable Margin means the rates per annum determined in accordance with the following schedule:

| LEVEL | MAXIMUM TOTAL INDEBTEDNESS TO TOTAL ASSET VALUE RATIO FOR SUCH PRICING DATE | APPLICABLE MARGIN FOR BASE RATE LOANS AND REIMBURSEMENT OBLIGATIONS SHALL BE: | APPLICABLE MARGIN FOR EURODOLLAR LOANS AND LETTER OF CREDIT FEE SHALL BE: | APPLICABLE MARGIN FOR COMMITMENT FEE SHALL BE: |
|-------|---|--|--|---|
|-------|---|--|--|---|

| | | | | |
|-----|--|-------|-------|-------|
| IV | Greater than 0.45 to 1.0 | 1.00% | 2.00% | 0.40% |
| III | Less than or equal to 0.45 to 1.0, but greater than 0.35 to 1.0 | 0.75% | 1.75% | 0.35% |
| II | Less than or equal to 0.35 to 1.0 but greater than 0.25 to 1.0 | 0.50% | 1.50% | 0.30% |
| I | Less than or equal to 0.25 to 1.0 | 0.25% | 1.25% | 0.25% |

2.2. Section 1.1 of the Credit Agreement is hereby further amended to replace the reference to “*March 31, 2011*” in the definition of “*Applicable Margin*” with a reference to “*June 30, 2012*”.

2.3. Section 1.1 of the Credit Agreement is hereby further amended to amend and restate in its entirety the definition of “*Debt Service*” to read as follows:

“*Debt Service*” means, for any Fiscal Quarter, the sum of (a) Interest Expense and (b) the greater of (i) zero or (ii) scheduled principal amortization paid on Secured Debt (exclusive of any balloon payments or prepayments of principal on such Secured Debt) less amortized principal payments received on the Borrower’s and its Subsidiaries’ mortgage loans receivable (exclusive of any balloon payments or prepayments of principal received on the Borrower’s and its Subsidiaries’ mortgage loans receivable).

2.4. Section 1.1 of the Credit Agreement is hereby further amended to amend and restate in its entirety the last sentence of the definition of “*Revolving Credit Commitments*” to read as follows:

The Borrower and Lenders acknowledge and agree that the Revolving Credit Commitments of the Lenders aggregate \$240,000,000 on the First Amendment Closing Date.

2.5. Section 1.1 of the Credit Agreement is hereby further amended to amend and restate the definition of “*Revolving Credit Termination Date*” in its entirety to read as follows:

“*Revolving Credit Termination Date*” means the Stated Revolving Credit Termination Date, as the same may be extended pursuant to Section 2.15 hereof, or such earlier date on which the Revolving Credit Commitments are terminated in whole pursuant to Section 2.11, 9.2 or 9.3 hereof.

2.6. Section 1.1 of the Credit Agreement is hereby further amended to amend and restate the definition of “*Secured Debt*” in its entirety to read as follows:

“*Secured Debt*” means as of any date of determination, the aggregate principal amount of all indebtedness outstanding of the Borrower and its Subsidiaries, evidenced by notes, bonds debentures or similar instruments and capital lease obligations that are secured by a Lien.

2.7. Section 1.1 of the Credit Agreement is hereby further amended to insert therein in proper alphabetical order the definitions of “*First Amendment Closing Date*,” “*Extension Fee*” and “*Stated Revolving Credit Termination Date*” to read as follows:

“*First Amendment Closing Date*” means May , 2012.

“*Extension Fee*” means an extension fee payable by the Borrower for a one year extension pursuant to Section 2.15 hereof in an amount equal to 0.15% of the aggregate Revolving Credit Commitments then in effect.

“*Stated Revolving Credit Termination Date*” means May , 2016.

2.8. Section 2.13 of the Credit Agreement is hereby amend to replace the reference to “\$250,000,000” therein with a reference to “\$350,000,000”.

2.9. The Credit Agreement is hereby amended to insert a new Section 2.15 therein immediately following Section 2.14 therein to read as follows:

Section 2.15. Extension of the Revolving Credit Termination Date. Borrower may, by notice to Administrative Agent (which shall promptly deliver a copy to each of the Lenders) given not more than ninety (90) days and not less than thirty (30) days prior to the then Stated Revolving Credit Termination Date (the “*Existing Termination Date*”), request that Lenders extend the Existing Termination Date for one additional one-year period. If (x) Borrower timely delivers such notice to Administrative Agent, (y) no Default or Event of Default has occurred and is continuing and (z) the Administrative Agent receives for the benefit of the Lenders (to be allocated pro rata based on each Lender’s Revolving Credit Commitments of the date of the Stated Revolving Credit Terminated Date extension) the Extension Fee, then the Stated Revolving Commitment Termination Date shall be extended to the first anniversary of the then Existing Termination Date. Should the Stated Commitment Termination Date, or any future Stated Revolving Commitment Termination Date be extended, the terms and conditions of this Credit Agreement will apply during any such extension period.

2.10. Section 8.9(k) of the Credit Agreement is hereby amended to replace the reference to “15%” therein with a reference to “20%”.

2.11. Section 8.9 of the Credit Agreement is hereby further amended to replace the reference to “20%” appearing in the last paragraph of such Section with a reference to “25%”.

2.12. Clause (h) of Section 8.21 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(h) *Minimum Eligible Property NOI to Interest Expense on Unsecured Debt.* As of the last day of each Rolling Period of the Borrower, the Borrower shall not permit the ratio of Eligible Property NOI for such Rolling Period to Interest Expense on Unsecured Debt for such Rolling Period to be less than 2.25

to 1.0.

2.13. Section 8.21 of the Credit Agreement is hereby amended to insert a new paragraph to the end of such Section to read as follows:

If during the six-month period from and after the First Amendment Closing Date the Borrower or any Subsidiary enters into (or has substantially completed negotiations to enter into) any new, or any amendment to any existing, Note Purchase Agreement, any agreement related thereto, or any other instrument or agreement related to any existing or future unsecured indebtedness by the Borrower or any Subsidiary, which includes one or more financial

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covenants that are comparable to any of those listed in clauses (a) through (h) above, inclusive, which financial covenants (including the defined terms used therein) are more restrictive in any respect than the covenants provided in clauses (a) through (h) above, inclusive, (and the defined terms used therein) then (i) such more restrictive provisions shall immediately and automatically be incorporated by reference into this Agreement as if set forth fully herein, *mutatis mutandis*, and no such provision may thereafter be waived, amended or otherwise modified under this Agreement except pursuant to the provisions of Section 13.13, and (ii) the Borrower shall promptly, and in any event within 5 days after entering into any such more restrictive provision, so advise the Administrative Agent in writing. Thereafter, upon the request of the Required Lenders, the Required Lenders and the Borrower shall enter into an amendment to this Agreement evidencing the incorporation of such more restrictive provisions, it being agreed that any failure to make such request or to enter into any such amendment shall in no way qualify or limit the incorporation by reference described in clause (i) of the immediately preceding sentence.

Notwithstanding anything to the contrary set forth in this paragraph, the foregoing provisions shall not apply solely with respect to the Minimum EBITDA to Fixed Charges Ratio set forth in the Note Purchase Agreement and any series of notes issued thereunder, but for avoidance of doubt shall apply to any replacements thereto or refinancings thereof.

2.14. Section 8.22 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Section 8.22. Note Purchase Agreement Amendment. On or before the date 20 calendar days after the First Amendment Closing Date, the Borrower shall cause to be delivered to the Administrative Agent a certified copy of an amendment to the Note Purchase Agreement which, to the Administrative Agent's reasonable satisfaction, causes the covenants therein to be conformed to the covenants set forth in Section 8.9 and 8.21(h) hereof.

2.15. The Credit Agreement is hereby amended to amend and restate in its entirety Schedule 1 attached thereto to read as set forth on Exhibit A to this Amendment.

2.16. The cover page to the Credit Agreement is hereby amended to amend and restate in its entirety all references to the Co-Lead Arrangers and Book Runners appearing at the bottom of such page to read as follows:

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BMO CAPITAL MARKETS AND KEYBANC CAPITAL MARKETS INC.,
AS CO-LEAD ARRANGERS AND JOINT BOOK RUNNERS

SECTION 3. CONDITIONS PRECEDENT.

Section 1 and the amendments set forth in Section 2 shall become effective as of the date (the "*First Amendment Effective Date*") all of the following conditions precedent have been satisfied or waived by the Administrative Agent:

3.1. The Borrower, the Guarantors, the Lenders and the Administrative Agent shall have executed and delivered to the Administrative Agent this Amendment.

3.2. The Administrative Agent shall have received (i) certified copies of resolutions of the Borrower approving the terms of this Amendment and copies (executed or certified, as may be appropriate) of all other legal documents or proceedings taken in connection with the execution and delivery of this Amendment and (ii) an opinion of legal counsel to the Borrower and Guarantors.

3.3. The Borrower shall have paid in immediately available funds to the Administrative Agent an amendment fee equal to 0.15% of each Lender's Revolving Credit Commitment (other than the Departing Lender's) in effect immediately prior to the effectiveness of this Amendment, which fee shall be for the benefit of each Lender (other than the Departing Lender) and shall be allocated in accordance with each Lender's (other than the Departing Lender's) pro rata share of the aggregate Revolving Credit Commitments in effect immediately prior to the effectiveness of this Amendment.

3.4. The Borrower shall have paid in immediately available funds to the Administrative Agent for the benefit of each Lender (other than the Departing Lender) an upfront fee equal to for each Lender 0.375% times the amount by which each Lender's (other than the Departing Lender's) final allocated commitment as of the First Amendment Effective Date exceeds the amount of such Lender's (other than the Departing Lender's) final allocated commitment on the Closing Date of the Credit Agreement.

3.5. The Administrative Agent shall have received satisfactory evidence that the Noteholders have received credit approval to cause the amendments to the Note Purchase Agreement required by Section 8.22 of the Credit Agreement, as amended by this Amendment.

3.6. Legal matters incidental to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

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SECTION 4. REPRESENTATIONS.

In order to induce the Administrative Agent and the Lenders to execute and deliver this Amendment, the Borrower hereby represents to the Administrative Agent and the Lenders that as of the date hereof (a) the representations and warranties set forth in Section 6 of the Credit Agreement are and shall be and remain true and correct in all material respects (without duplication of any materiality qualifier contained therein), except to the extent the same expressly relate to an earlier date (in which case the same

shall be true and correct as of such earlier date in all material respects (without duplication of any materiality qualifier contained therein)) and (b) no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

SECTION 5. MISCELLANEOUS.

5.1. Except as specifically amended herein, the Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Notes, the other Loan Documents, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

5.2. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment, including the fees and expenses of counsel for the Administrative Agent.

5.3. Each Guarantor consents to the amendments and modifications to the Credit Agreement as set forth herein and confirms all of its obligations under its Guaranty remain in full force and effect. Furthermore, each Guarantors acknowledges and agrees that the consent of the Guarantors, or any of them, to any further amendments to the Credit Agreement shall not be required as a result of this consent having been obtained.

5.4. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of executed counterparts of this Amendment by adobe portable file format (a "PDF") via e-mail or by facsimile shall be effective as an original. This Amendment shall be governed by the internal laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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This First Amendment to Credit Agreement is entered into as of the date and year first above written.

"BORROWER"

LTC PROPERTIES, INC.

By /s/ Wendy L. Simpson

Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler
Title: Executive Vice President & Chief Financial Officer

"GUARANTORS"

Florida-LTC, Inc.
LTC GP I, Inc.
LTC-Gardner, Inc.
LTC-Griffin, Inc.
LTC-Jonesboro, Inc.

By /s/ Wendy L. Simpson

Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

[SIGNATURE PAGE TO FIRST AMENDMENT TO LTC PROPERTIES, INC. CREDIT AGREEMENT]

ALBUQUERQUE REAL ESTATE INVESTMENTS, INC.

By /s/ Clint Malin

Name: Clint Malin
Title: Chairman & Chief Executive Officer

By /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler
Title: Chief Financial Officer & Treasurer

BEAUMONT REAL ESTATE INVESTMENTS, LP
By L-Tex GP, Inc.
its General Partner

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

LTC PARTNERS IX, L.P.

By LTC GP VI, Inc.,
its General Partner

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

[SIGNATURE PAGE TO FIRST AMENDMENT TO LTC PROPERTIES, INC. CREDIT AGREEMENT]

TEXAS-LTC LIMITED PARTNERSHIP

By L-Tex GP, Inc.,
its General Partner

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

TEXAS-LTC WOODRIDGE LIMITED PARTNERSHIP

By L-Tex GP, Inc.,
its General Partner

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

[SIGNATURE PAGE TO FIRST AMENDMENT TO LTC PROPERTIES, INC. CREDIT AGREEMENT]

NORTH CAROLINA REAL ESTATE INVESTMENT LLC

By LTC-Dearfield, Inc.,
its Member

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

By LTC-Richmond, Inc.
its Member

By /s/ Wendy L. Simpson
Name: Wendy L. Simpson
Title: Chief Executive Officer & President

By /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer & Secretary

[SIGNATURE PAGE TO FIRST AMENDMENT TO LTC PROPERTIES, INC. CREDIT AGREEMENT]

Accepted and agreed to.

“ADMINISTRATIVE AGENT” AND “L/C ISSUER”

BANK OF MONTREAL, Chicago Branch, as L/C Issuer and as Administrative Agent

By: /s/ Lloyd Baron
Name: Lloyd Baron
Title: Vice President

“LENDERS”

BANK OF MONTREAL

By: /s/ Lloyd Baron
Name: Lloyd Baron
Title: Vice President

KEY BANK NATIONAL ASSOCIATION

By /s/ Amy L. MacLearie
Name: Amy L. MacLearie
Title: Assistant Vice President-Closing Officer

ROYAL BANK OF CANADA

By /s/ G. David Cole
Name: G. David Cole
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION

By /s/ Jamie Chen
Name: Jamie Chen
Title: Vice President

RAYMOND JAMES BANK, FSB, solely in connection with the terms of Sections 1.1,
1.3, 5.3 and 5.4 of this Amendment

By /s/ James M. Armstrong

Name: James M. Armstrong

Title: Senior Vice President

EXHIBIT A
TO
FIRST AMENDMENT

SCHEDULE 1

| LENDER | REVOLVING CREDIT COMMITMENT | |
|--|-----------------------------|-------------|
| Bank of Montreal | \$ | 60,000,000 |
| KeyBank National Association | \$ | 60,000,000 |
| Wells Fargo Bank, National Association | \$ | 60,000,000 |
| Royal Bank of Canada | \$ | 60,000,000 |
| Total: | \$ | 240,000,000 |

Prudential Investment Management, Inc.
The Prudential Insurance Company of America
Pruco Life Insurance Company
United of Omaha Life Insurance Company
Prudential Retirement Insurance and Annuity Company
c/o Prudential Capital Group
2029 Century Park East, Suite 710
Los Angeles, CA 90067

May 25, 2012

LTC Properties, Inc.
2829 Townsgate Road, Suite 350
Westlake Village, California 91361

Re: Amendment to Amended and Restated Note Purchase and Private Shelf Agreement

Ladies and Gentlemen:

Reference is made to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of October 19, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), by and between LTC Properties, Inc., a Maryland corporation (the “**Company**”), and certain direct and indirect Subsidiaries of the Company from time to time party to the Agreement as Guarantors, on the one hand, and the Purchasers named therein, on the other hand. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Agreement.

1. Amendments. Pursuant to the provisions of Section 17 of the Agreement, and subject to the terms and conditions of this letter agreement, the Purchasers hereby agree with the Company that the Agreement is modified, as follows:

1.1 Sections 8.1(b), (c) and (d) are amended and restated, as follows:

“(b) **Series A-2 Notes**. On January 14, 2014 and on each January 14 thereafter to and including January 14, 2018 the Company will prepay \$4,166,666.67 principal amount (or such lesser principal amount as shall then be outstanding) of the Series A-2 Notes at par and without payment of the Make-Whole Amount or any premium; provided that upon any partial prepayment of the Series A-2 Notes pursuant to Section 8.2 or any partial purchase of Series A-2 Notes pursuant to Section 8.5, the principal amount of each required prepayment of the Series A-2 Notes becoming due under this Section 8.1 on and after the date of such prepayment or purchase shall be reduced in the same proportion as the aggregate unpaid principal amount of the Series A-2 Notes is reduced as a result of such prepayment or purchase.

(c) **Series B Notes**. The Series B Notes shall be subject to required prepayments set forth in the Notes of such Series, provided that upon any partial prepayment of the Series B Notes pursuant to Section 8.2 or any partial purchase of Series B Notes pursuant to Section 8.5, the principal amount of each required prepayment of the Series B Notes becoming due under this Section 8.1 on and after the date of such prepayment or purchase shall be reduced in the same proportion as the aggregate unpaid principal amount of the Series B Notes is reduced as a result of such prepayment or purchase.

(d) **Shelf Notes**. Each Series of Shelf Notes shall be subject to required prepayments, if any, set forth in the Notes of such Series; provided that upon any partial prepayment of any Series of Shelf Notes pursuant to Section 8.2 or any partial purchase of any Series of Shelf Notes pursuant to Section 8.5, the principal amount of each required prepayment thereof becoming due on and after the date of such partial prepayment or purchase shall be reduced in the same proportion as the aggregate principal amount of such Series of Shelf Notes is reduced as a result of such prepayment or purchase.”

1.2 Section 9.4 is amended and restated, as follows:

“**9.4 Payment of Taxes and Claims**. The Company and Credit Parties will cause each of their respective tenants to duly pay and discharge, all taxes, rates, assessments, fees, and governmental charges upon or against it or its Property relating to such Property, that individually or collectively would materially impair the value of such Property, and in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and adequate reserves are provided therefor.

The Company will, and will cause each of its Subsidiaries to, file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on them or any of their Properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on Properties or assets of the Company or any Subsidiary, provided that neither the Company nor any Subsidiary need pay any such tax, assessment, charge, levy or claim if (i) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary, or (ii) the nonpayment of all such taxes, assessments, charges, levies and claims in the aggregate could not reasonably be expected to have a Material Adverse Effect.”

1.3 Section 10.2(k) is amended to replace the reference to “15%” therein with a reference to “20%”.

1.4 Section 10.2 is further amended to replace the reference to “20%” appearing in the last paragraph of such Section with a reference to “25%”.

1.5 Section 10.10(h) is amended and restated, as follows:

“(h) **Minimum Eligible Property NOI to Interest Expense on Unsecured Debt**. As of the last day of each Rolling Period of the Company, the Company shall not permit the ratio of Eligible Property NOI for such Rolling Period to Interest Expense on Unsecured Debt for such Rolling Period to be less than 2.25 to 1.00.”

1.6 Section 10.13 is amended and restated, as follows:

“**10.13 Terrorism Sanctions Regulations**. The Company will not and will not permit any Affiliated Entity to (a) become an OFAC Listed Person, or (b) have any investments in or engage in any dealings or transactions with any Blocked Person.”

1.7 The following language is added as a new paragraph of Section 22.9, to immediately follow the existing initial paragraph thereof:

“WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, if an action or other proceeding is brought in the State of California and if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them concerning this Agreement (including the Multiparty Guaranty), the Notes, the other Transaction Documents and the matters contemplated hereby or thereby (each, a “**Claim**”), including any and all questions of law or fact relating thereto, shall be determined by judicial reference pursuant to the California Code of Civil Procedure (“**Reference**”). The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the referee shall be appointed by the court. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to exercise any self-help remedies, foreclose against any collateral or obtain provisional remedies. The Company shall bear the fees and expenses of the referee unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.”

2. Limitation of Modifications. The amendments effected in this letter agreement shall be limited precisely as written and shall not be deemed to be (a) an amendment, consent, waiver or other modification of any other terms or conditions of the Agreement or any other document related to the Agreement, or (b) a consent to any future amendment, consent, waiver or other modification. Except as expressly set forth in this letter, the Agreement and the documents related to the Agreement shall continue in full force and effect.

3. Representations and Warranties. The Company hereby represents and warrants as follows: (i) No Default or Event of Default has occurred and is continuing; (ii) the Company’s execution, delivery and performance of the Agreement, as modified by this letter agreement, have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, or notice to or action by, any Person (including any Governmental Authority) in order to be effective and enforceable; (iii) the Agreement, as modified by this letter agreement, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors’ rights or by general principles of equity; and (iv) each of the representations and warranties set forth in Section 5 of the Agreement is true, correct and complete as of the date hereof (except to the extent such representations and warranties expressly relate to another date, in which case such representations and warranties are true, correct and complete as of such other date).

4. Effectiveness. This letter agreement shall become effective on the date on which (i) the Purchasers shall have received a fully executed counterpart of this letter from the Company and each Guarantor, (ii) a corresponding amendment to the Credit Agreement shall have been entered into and shall have become effective concurrently therewith or prior thereto, and the Purchasers shall have received a copy thereof, certified by a Responsible Officer as being a true, correct and complete copy thereof, and (iii) the Company shall have paid Bingham McCutchen LLP its accrued and unpaid legal fees and expenses, to the extent such fees and expenses have been invoiced.

5. Miscellaneous.

(a) This document may be executed in multiple counterparts, which together shall constitute a single document.

(b) This letter agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state.

[Remainder of the page intentionally left blank]

If you are in agreement with the foregoing, please sign the enclosed counterpart of this letter in the space indicated below and return it to the Purchasers at the above address whereupon, subject to the conditions expressed herein, it shall become a binding agreement between the Company, on the one hand, and the Purchasers, on the other hand.

Sincerely,

PRUDENTIAL INVESTMENT MANAGEMENT, INC.

By: /s/ Cornelia Cheng
 Name: Cornelia Cheng
 Title: Vice President

**THE PRUDENTIAL INSURANCE COMPANY
 OF AMERICA**, as a holder of Series A-1 Notes and Series B Notes

By: /s/ Cornelia Cheng
 Name: Cornelia Cheng
 Title: Vice President

PRUCO LIFE INSURANCE COMPANY, as a holder of Series A-2 Notes and Series B Notes

By: /s/ Cornelia Cheng
Name: Cornelia Cheng
Title: Vice President

**UNITED OF OMAHA LIFE INSURANCE
COMPANY**, as a holder of Series A-2 Notes

By: Prudential Private Placement Investors, L.P., asset manager

By: Prudential Private Placement Investors, Inc., general partner

By: /s/ Cornelia Cheng
Name: Cornelia Cheng
Title: Vice President

**PRUDENTIAL RETIREMENT INSURANCE
AND ANNUITY COMPANY**, as a holder of Series B Notes

By: Prudential Investment Management, Inc., as investment advisor

By: /s/ Cornelia Cheng
Name: Cornelia Cheng
Title: Vice President

Accepted and agreed to
as of the date first
appearing above:

THE COMPANY:

LTC PROPERTIES, INC.

By: /s/ Wendy Simpson
Name: Wendy Simpson
Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer and Secretary

THE GUARANTORS: Each of the undersigned Guarantors consents and agrees to the amendments and other modifications effected in this letter agreement and the transactions contemplated hereby, and reaffirms its obligations under the Multiparty Guaranty and its waivers, as set forth in the Multiparty Guaranty, of each and every one of the possible defenses to such obligations. In addition, each undersigned Guarantor reaffirms that its obligations under the Multiparty Guaranty are separate and distinct from the Company's obligations under the Transaction Documents.

**FLORIDA-LTC, INC.
LTC GPI, INC.
LTC-GARDNER, INC.
LTC-GRIFFIN, INC.
LTC-JONESBORO, INC.**

By: /s/ Wendy Simpson
Name: Wendy Simpson
Title: Chief Executive Officer and President

On behalf of each of the foregoing Guarantors

By: /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Executive Vice President, Chief Financial Officer and Secretary

On behalf of each of the foregoing Guarantors

ALBUQUERQUE REAL ESTATE INVESTMENTS, INC.

By: /s/ Clint Malin
Name: Clint Malin
Title: Chairman and Chief Executive Officer

By: /s/ Pamela J. Shelley-Kessler
Name: Pamela J. Shelley-Kessler
Title: Chief Financial Officer and Treasurer

BEAUMONT REAL ESTATE INVESTMENTS, LP

By: L-Tex GP, Inc., its General Partner

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

LTC PARTNERS IX, L.P.

By: LTC GP VI, Inc., its General Partner

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

TEXAS-LTC LIMITED PARTNERSHIP

By L-Tex GP, Inc., its General Partner

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

TEXAS-LTC WOODRIDGE LIMITED PARTNERSHIP

By L-Tex GP, Inc., its General Partner

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

NORTH CAROLINA REAL ESTATE INVESTMENTS, LLC

By LTC-Dearfield, Inc., its Member

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

By LTC-Richmond, Inc., its Member

By: /s/ Wendy Simpson

Name: Wendy Simpson

Title: Chief Executive Officer and President

By: /s/ Pamela J. Shelley-Kessler

Name: Pamela J. Shelley-Kessler

Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

**FOR IMMEDIATE RELEASE**

For more information contact:
Wendy L. Simpson
Pam Kessler
(805) 981-8655

**LTC ANNOUNCES INCREASE, REPRICING
AND EXTENSION OF UNSECURED CREDIT FACILITY**

WESTLAKE VILLAGE, CALIFORNIA, May 30, 2012 — LTC Properties, Inc. (NYSE: LTC) (“the Company”) announced today that it completed an amendment to its unsecured revolving credit facility increasing the commitment to \$240 million with the ability to increase commitments up to \$350 million. Additionally, the Company’s lenders reduced the drawn pricing by 25 basis points, reduced the undrawn pricing by 10 basis points and extended the maturity of the facility one additional year to May 25, 2016. The amendment also provides for a one-year extension option at the Company’s discretion, subject to customary conditions. Based on LTC’s current leverage ratios, the amended facility provides for interest annually at LIBOR plus 125 basis points and an unused commitment fee of 25 basis points. As of May 30, 2012, LTC had \$66.0 million outstanding under the unsecured revolving credit facility.

The following banks are participants in the unsecured revolving credit facility: Bank of Montreal, Chicago Branch as Administrative Agent, BMO Capital Markets, as Co-Lead Arranger and Joint Book Runner, Key Bank National Association, as Syndication Agent, KeyBanc Capital Markets Inc., as Co-Lead Arranger and Joint Book Runner, Royal Bank of Canada as Co-Documentation Agent, and Wells Fargo Bank, National Association as Co-Documentation Agent.

The Company is a self-administered real estate investment trust that primarily invests in long-term care and other health care related facilities through facility lease transactions, mortgage loans and other investments. For more information on LTC Properties, Inc., visit the Company’s website at www.ltcproperties.com.
